



CITY COUNCIL REGULAR MEETING

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

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/82287151283?pwd=bnh1V3lxUW1yckN0aE5XbG1CUHlzdz09>

Meeting ID: 822 8715 1283

Passcode: 205187

One tap mobile

*+13462487799,,82287151283#,,, *205187# 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 09, 2023 Regular Meeting
- B. Review of Credit Card Statement
- C. Receive Monthly Financial Highlight Report
- D. Review of Quarterly Financial Statements ending January 31, 2023

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

- 1. Consider Opioid Settlement Participation Agreements with Allergan, CVS, Walgreens, and Walmart. Presenter is Anne Marie Odefey
- 2. Consider agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2023 to September 30, 2023. Presenter is Wayne Shaffer
- 3. Consider appointment/reappointment of member(s) to the Port Commission to fill a vacancy and/or start a new term. Presenter is Jody Weaver
- 4. Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term. Presenter is Jody Weaver
- 5. Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow
- 6. Consider Resolution No. R-021323-1 authorizing City Representatives in matters pertaining to the City's participation in the Texas Community Development Block Grant Program. Presenter is Wayne Shaffer
- 7. Consider Resolution No. R-021323-2 authorizing the submission of a 2023/2024 Texas Community Development Block Grant (CDBG) program application to the Texas Department of Agriculture for the Community Development Fund and adopting required CDBG Civil Rights policies. Presenter is Wayne Shaffer
- 8. Consider approval of contract with the Matagorda Mitigation Trust for \$200,000.00 in grant dollars. Presenter is Jody Weaver

9. Consider Engineering Agreement between City of Port Lavaca and CivilCorp, LLC for 2023 Capital Improvement Projects (CIP) of Independence Drive Paving and Drainage Improvements. Presenter is Jody Weaver
10. Consider First Reading of an Ordinance (G-1-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 22 – Fire Prevention and Protection, Sec. 22 Construction Permits) and providing an effective date. Presenter is Derrick Smith
11. Consider the recommendation of the Planning Board for a Variance request to the Ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107; to be located at 312 West Live Oak Street. Presenter is Derrick Smith
12. Consider the recommendation of the Planning Board for a Single-lot Preliminary Minor Plat for the Sylvia Piña Mendoza Life Estate Subdivision, located at 914 Schooley Street. CAD Pin #54708. Presenter is Derrick Smith
13. Consider the recommendation of the Planning Board for a Variance to the Ordinance Chapter 12, Sec. 12-24. - Building Setbacks for the Sylvia Piña Mendoza Life Estate Subdivision. Presenter is Derrick Smith
14. Consider the recommendation of the Planning Board for an 8-Lot Final Plat, Mimi's Subdivision located on Independence Dr., Property Identification is #37736. Presenter is Derrick Smith
15. Consider the recommendation of the Planning Board for a Preliminary Plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road; the property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision. Presenter is Derrick Smith
16. Announcement by Mayor that City Council will retire into closed session:
 - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
 - To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow
17. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

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

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of January 09, 2023 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, January 09, 2023 at 6:30 PM

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

MINUTES

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

On this the 9th day of January, 2023, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Jerry Smith	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

And with the following absent:

Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
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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 6:31 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 there were none:

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

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

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 6 Barr.

Voting Yea:

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

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

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

Motion made by Councilman District 1 Smith

WHEREAS, in accordance with the City Charter of the City of Port Lavaca, the Texas Election Code and other applicable state and federal laws, the City Council of the City of Port Lavaca, Texas hereby finds that a general officers election should be held on Saturday, May 06, 2023.

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

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

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

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

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

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.

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:

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

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

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

Early voting by personal appearance shall be conducted during the regular business hours of the Office of the City Secretary each 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 3:00 p.m.

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

Saturday	May	06	from	7:00	a.m.	to	7:00	p.m.
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SECTION 9. THAT, Notice of the election, including a Spanish translation thereof, shall be posted at City Hall and published in a local newspaper as provided by the Home Rule Charter of the City of Port

Lavaca, the Texas Election Code and/or other state and federal law, and the Mayor, or his designee, is hereby authorized and directed to execute such Notice together with an Order calling such election.

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

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

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

Public Works Director Shaffer advised Council that on December 2nd, 2022, Hahn Equipment Company, Inc. was solicited to pull and derag pumps at the main lift station. When the second pump was pulled, they discovered that the bolts that hold the motor to the volute were sheared off. Shaffer explained that because of that, the motor was spinning in the volute housing. This caused damage to the cable and cable seals and subsequently allowed water into the motor. He said that not replacing the pump could result in excessive sanitary sewer overflows and violations and or fines with Texas Commission on Environmental Quality (TCEQ). He said that Hahn Equipment Company of Houston, Texas would repair the pump for the sum of \$26,121.07.

Motion made by Councilman District 5 Barr

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 authorizes the repairs to the lift station pump be made by Hahn Equipment Company, Inc. of Houston, Texas, for the sum of twenty-six thousand one hundred and twenty-one dollars and seven cents (\$26,121.07).

Seconded by Councilman District 1 Smith

Voting Yea:

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

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

Public Works Director Shaffer advised Council that bids were received by the City of Port Lavaca for the Lynn's Bayou Wastewater Treatment Plant improvements project. AECOM was sent the pricing and bid sheets submitted by the three bids received.

Shaffer advised Council the following bids were received:

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

Shaffer said that there were deficiencies found in the bid received from Mahan Construction Consultants LLC and that they did not submit the bid security required. He said that after tabulating and reviewing each bid, AECOM confirmed that JTR Constructors, Inc was the low bidder. He said AECOM recommends that JTR Constructors be awarded the contract because they have the experience and qualification to perform the scope of work as specified in the contract documents for the project.

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 the recommendation of staff, Council hereby awards a construction contract for the Lynn's Bayou Wastewater Treatment Plant (WWTP) Improvements Project, to JTR Constructors, Inc. in the amount of one million two hundred and fifty-two thousand one hundred twenty-five dollars and zero cents (\$1,252,125.00) pending confirmation that JTR Constructors, Inc is registered with SAM.gov and is not on the exclusion list of Federal Contracts.

Seconded by Councilman District 1 Smith

Voting Yea:

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

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

Development Services Director Smith advised Council that bids were received by the City of Port Lavaca for the Nautical Landings Office Building Improvements Project. He said that the electrical work would

be for the east side of the building. He told Council that although American Construction has offered to complete construction in thirty-five (35) days, staff does not believe that the savings in days is enough to warrant an increase in cost of twenty percent (20%). Smith stated that staff recommends awarding the bid to Barefoot Construction for seventy-three thousand seven hundred and eighty dollars and zero cents (\$73,780.00).

Smith advised Council the following bids were received:

Bidder:	American Construction, LLC. Port Lavaca	Barefoot Construction	Brown and Root Construction	BLS Construction
e-mail	Firestone7993@g mail.com	markbarefoot@ gmail.com	<u>Daniel.croasmun@b rownanddroot.com</u>	Lorenzo.tenorio@bl sconstruction.com
Bid Amount:	\$92,000.00	\$73,780.00	Did not return bid	Did not return bid
Calendar Days:	35	120		
Bid Bond:	✓	✓		

Motion made by Councilman District 6 Barr

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

THAT, in accordance with the recommendation of staff, Council hereby awards a construction contract for the Lynn's Bayou Wastewater Treatment Plant (WWTP) Improvements Project, to JTR Constructors, Inc. in the amount of one million two hundred and fifty-two thousand one hundred twenty-five dollars and zero cents (\$1,252,125.00) pending confirmation that JTR Constructors, Inc is registered with SAM.gov and is not on exclusion list of Federal Contracts.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippet, Councilman District 5 Ward, Councilman District 6 Barr

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

Finance Director Lang advised Council that the City executed a bank depository contract with First National Bank of Port Lavaca, Texas on January 22, 2018 for a period of five (5) years beginning February 1, 2018 and ending January 31, 2023. Lang said the City advertised in the newspaper and in on the City

of Port Lavaca website seeking RFP proposals for depository services. In addition, the City e-mailed the RFP proposals to First National Bank, IBC Bank, and Prosperity Bank. The only bank that responded to the RFP proposals was First National Bank. Lang provided the proposed depository agreement and depository pledge agreement for Council review. She said that the City has had a long relationship with First National Bank and feels the bank is a solid partner. She explained that the bank offered two options for interest earnings and demand deposits.

Options presented were:

Option 1: Fixed Rate of 1.50%

Option 2: Variable Rate 13-week US Treasury Bill minus 1.00%

Motion made by Councilman District 5 Ward

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby awards the Bank Depository Contract for City funds to First National Bank in Port Lavaca, Texas for a period of five (5) years beginning February 01, 2023 and ending January 31, 2028 and with option one (1) of the one and five tenths percent (1.50%) fixed earnings rate for two (2) years, in accordance with the terms of its Depository Bank Proposal

Seconded by Councilman District 1 Smith

Voting Yea:

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

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

Mayor Whitlow read for the second and final reading:

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

Motion made by Councilman District 6 Barr

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

THAT, Council hereby approves said ordinance (G-11-22) on this its second and final reading.

Seconded by Councilman District 5 Ward

Voting Yea:

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

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

Mayor Whitlow read for the second and final reading:

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

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves said ordinance (G-12-22) on this its second and final reading.

Seconded by Councilman District 6 Barr

Voting Yea:

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

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

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

- **To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 7:03 p.m.

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

Mayor Whitlow announced that Council was back in open session at 7:18 p.m. and advised there would be no action with regard to matters in closed session

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilman District 3 Tippit

Voting Yea:

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

Meeting adjourned at 7:20 p.m.

These minutes were approved on February 13, 2023.

ATTEST:

Jack Whitlow, Mayor

Lorena Perez-Diaz,
Assistant City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #B.

CITY OF

Account Number: XXXX XXXX XXXX 0305

Billing Questions:

800-367-7576

Website:

www.cardaccount.net

Send Billing Inquiries To:

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
December 9, 2022 to January 8, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$6,199.35
- Payments	\$6,199.35
- Other Credits	\$27.97
+ Purchases	\$11,085.33
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$11,057.36

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$14,866.00
 Statement Closing Date January 8, 2023
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$11,057.36
 Minimum Payment Due: \$331.73
 Payment Due Date: February 2, 2023

MESSAGES

GREAT NEWS!

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

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
12/21	12/21	F112700PK00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$6,199.35-

Transactions continued on next page

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



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

Account Number: XXXX XXXX XXXX 0305
 New Balance: \$11,057.36
 Minimum Payment Due: \$331.73
 Payment Due Date: February 2, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
 PO BOX 569100
 DALLAS TX 75356-9100

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

11273390700003050003317300011057365

**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				\$6,199.35-
12/09	12/11	5270487P8LKRGM6S	HOLIDAY INN-PEARLAND PEARLAND TX	\$501.96
		CHECK-IN 12/04/22	FOLIO #11316122	
12/09	12/11	5270487P8LKRGXJB	HOLIDAY INN-PEARLAND PEARLAND TX	\$501.96
		CHECK-IN 12/04/22	FOLIO #11316121	
12/28	12/29	0230537PV00JQNX30	TRACTOR SUPPLY # 1369 PORT LAVACA TX	\$6,999.99
01/05	01/08	851841206S66HFKWN	TEXAS POLICE CHIEFS AS 512-2815400 TX	\$288.00
01/06	01/08	555062906L3DN3BMJ	IACP 7036477279 VA	\$190.00
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX0727				\$8,481.91
12/15	12/16	8230509PD000ELWTP	SP CMESWAT THREE RIVERS TX	\$346.50
12/19	12/20	8545093PHWGR3T2V6	OSS ACADEMY SPRING TX	\$75.00
12/19	12/20	8545093PHWGR3T2WG	OSS ACADEMY SPRING TX	\$112.50
12/19	12/20	8545093PHWGR3T2W8	OSS ACADEMY SPRING TX	\$150.00
12/19	12/20	8545093PHWGR3T2XH	OSS ACADEMY SPRING TX	\$75.00
12/19	12/20	8545093PHWGR3T2XH	OSS ACADEMY SPRING TX	\$150.00
12/20	12/21	8230509PJ000BT9DX	SP CMESWAT THREE RIVERS TX	\$60.00
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$969.00
12/08	12/11	7532681P7S66LSX2A	UNITED UNIFORM 716-6914400 NY	\$43.95
12/21	12/22	5543286PK5WLWMXXG	AMZN MKTP US*DT6I88DD3 AMZN.COM/BILL WA	\$130.92
12/27	12/29	0541019PSMJ9SP4J2	FEDEX 392721186976 MEMPHIS TN	\$11.33
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$186.20
12/30	12/31	5543286PW5YZGAYH3	SQ *HOUSE OF TINT LLC VICTORIA T CREDIT	\$27.97-
12/14	12/16	5270487PDLKRRBJAS	HOLIDAY INN EXP & SUIT 8177447755 TX	\$119.00
		CHECK-IN 12/13/22	FOLIO #11281824	
12/30	12/31	5543286PW5YZA0YLH	SQ *HOUSE OF TINT LLC VICTORIA TX	\$363.55
01/04	01/05	5543286046052NTT3	SQ *TEXAS CIT GOSQ.COM TX	\$100.00
JAVIER RAMOS				
TOTAL XXXXXXXXXXXX0867				\$554.58
12/10	12/11	5543286P9630JA8KS	BUC-EE'S 12 PORT LAVACA TX	\$36.13
12/12	12/13	5541741PB2MKBSY3	JASON'S DELI SAU #125 AUSTIN TX	\$16.87
12/12	12/14	8519116PBS66G7K4Q	JALISCO MEXICAN RESTAU AUSTIN TX	\$59.80
12/15	12/16	5542950PDLY21N9ZT	DD DOORDASH AVIATORPI 8559731040 CA	\$32.13
12/15	12/16	5543286PE5V1HDT73	CIRCLE K # 04677 AUSTIN TX	\$33.56
12/16	12/18	5542950PELWB93GRJ	DD DOORDASH CHICK-FIL 8559731040 CA	\$28.02
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$206.51
12/13	12/14	0543684PQ00QWPN5S	DOLLARTREE PORT LAVACA TX	\$67.50
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$67.50
12/11	12/11	5543286P962ZM2SSQ	APPLE.COM/BILL 866-712-7753 CA	\$2.99
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$2.99
12/29	12/29	5548077PV8AZ0V47M	RECONYX 8664936064 WI	\$21.60
01/05	01/06	55432860560DNS6N8	AMZN MKTP US*TD34K60D3 AMZN.COM/BILL WA	\$51.00
JAMES RUDELLAT				

Transactions continued on next page



CITY OF

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX8611				\$72.60
12/08	12/09	5543286P662A6E78Z	AMZN MKTP US*6C3BI8ZR3 AMZN.COM/BILL WA	\$27.98
12/15	12/16	5543286PD5SZWV9Z8	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
12/16	12/18	5543286PE5VA9D52W	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$215.34
01/02	01/03	5543286025ZM43YAK	UPS*BILLING CENTER 800-811-1648 GA	\$41.50
01/02	01/04	5520739030001XRD5	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$316.94
12/20	12/21	5543286PJ5WDVTLA4	AMAZON.COM*6M8RA73T3 AMZN.COM/BILL WA	\$78.20
12/29	12/30	0230537PW00JSD80	USPS PO 4872200979 PORT LAVACA TX	\$15.95
01/05	01/06	554295005MLQ9PLJR	EB 2023 VICTORIA-CALH 8014137200 CA	\$50.00
01/05	01/06	55432860560EEM0YV	AMZN MKTP US*K22W40393 AMZN.COM/BILL WA	\$19.00
01/05	01/06	55432860560E1XSNW	AMZN MKTP US*9V0X64LO3 AMZN.COM/BILL WA	\$35.98
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$199.13

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.49% (v)	\$0.00	31	\$0.00
Cash Advances	18.49% (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: Susan Lang, Finance Director 
Subject: FY 22-23 Financial Highlights through **January 31, 2023**
Date: February 9, 2023

Below are the following reports for the period ending **January 31, 2023**, or **33%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$3,368,091** for the year as of November. Collections in FY 22-23 are 66.48% of total adjusted tax levy. Total current year Property Taxes Outstanding as of December is **\$1,698,317**.

In the General Fund, revenues through **1/31/23** are **50.76%** of budget. In addition:

1. *Current Property Tax* collections - are **\$3,353,054** for the year as of January. Collections in FY 22-23 are 82% of budget.
2. *Sales Tax* collections through January were **\$1,166,025** or 37.2% of budget. Collections through January in FY 21-22 were **\$1,102,894**.
3. *Licenses & Permits* collections are **\$132,370** for the year, or 23.93% of budget. Collections through January in FY 21-22 were **\$37,918**.
4. *Bauer Center Rentals* through January are **\$25,950** or 32.44% of budget. Collections through January in FY 21-22 were **\$15,400**.
5. *Court Fines* are **\$24,723** for the year, or 20.6% of budget. Collections through January in FY 21-22 were **\$23,628**.

Expenditures in the General Fund for the year are **30.33%** of budget.

Target: 33%

In the Utility Fund, revenues as of **1/31/23** are **26.33%** of budget. In addition:

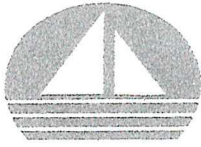
1. *Metered Water* sales through January are **\$696,638 or 27.9%** of budget.
2. *Residential Sewer* sales through January are **\$328,653 or 26.3%** of budget.
3. *Garbage Billings* through January are **\$289,049 or 31.7%** of budget.

Expenditures in the Utility Fund for the year are **31.95%** of budget.

Summary – FY 2022-2023 through 1/31/23

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$5,265,687	50.76%	\$2,292,974	30.33%	\$2,292,974
Utility	1,872,381	26.3%	1,997,229	31.95%	(124,848)
HOT	156,619	25.7%	176,920	30.72%	(20,302)
Beach	89,952	24.7%	41,550	21.9%	48,402
Port	233,988	13.46%	104,042	5.82%	129,946
Total					2,326,172

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



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

TAXES DUE AT CERTIFICATION	5,080,947.08
Adjustments to Date	-14,539.82
TOTAL TAX LEVY	5,066,407.26

2022 Tax Collections

	Base	Penalties & Interest	Total
October	2,367,370.85	0.00	2,367,370.85
November	456,709.33	0.00	456,709.33
December	544,010.48	0.00	544,010.48
January			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	3,368,090.66	0.00	3,368,090.66

Last Year %
Collected

	% Collected	66.48%	66.32%
TRANSFERRED TO DELINQUENT ROLL			
July, Aug, and Sept Payments			0.00

2022 TAXES OUTSTANDING	1,698,316.60
	% Current Outstanding 33.52%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	15,508.53	3,883.19	19,391.72
November	11,960.20	5,936.64	17,896.84
December	29,654.80	10,931.51	40,586.31
January			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	57,123.53	20,751.34	77,874.87

DELINQUENT TAXES OUTSTANDING	416,799.58
TOTAL TAXES OUTSTANDING	2,115,116.18

R 1/12/23

COMMUNICATION

SUBJECT: Review of Quarterly Financial Statements ending January 31, 2023

INFORMATION:

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	1,454,991.63
111.31.1004	CASH DRAWER-MC	200.00
111.32	PETTY CASH	500.00
112.11.6001	INVESTMENTS-LOGIC	7,274,016.19
113.12.1000	TAXES RECEIVABLE-DELIQU	391,710.39
113.12.1001	ALLOWANCE- PROPERTY TAX(	19,585.52)
113.13.1000	DELINQUENT P & I RECEIVA	232,576.88
113.13.1001	ALLOWANCE- P & I (	116,288.44)
113.15.1000	A/R- CODE ENFORCEMENT	171,832.75
113.15.1001	ALLOWANCE-CODE ENFORCEM(	154,649.48)
113.20.1000	A/R- MUNICIPAL COURT FINE	140,006.15
113.20.1001	ALLOWANCE- MUNICIPAL FI(	77,003.39)
113.29.1000	ACCOUNTS RECEIVABLE-MISC	49.20
113.51.0000	A/R - PUBLIC UTILITY FUN	494,588.00
113.90.2001	RETURNED CHECKS	500.00
114.02.0004	DUE FROM GOVERNMENTS	630,674.75
116.01.0001	PREPAID INSURANCE	153,644.74
116.01.005	PREPAID - DEPOSITS	400,000.00
120.11	DONATION-PARK-LEARNING (	21,150.00)
120.20	DONATION-BLUE SANTA	596.08
		<hr/>
		10,957,209.93
		<hr/>

TOTAL ASSETS

10,957,209.93
=====LIABILITIES

211.10	AP PENDING (DUE TO CONS	125,148.14
211.11	ACCRUED PAYABLES-AUDIT	1,518.33
211.62	STATE PAYABLE-COURT COST	4,357.76
211.63	TEX DOT-PAYABLE	3.26
211.67	SOCIAL SECURITY- PAYABL(	28,137.98)
211.73	LEGAL SERVICE- PAYABLE (	193.81)
211.80.0001	AFLAC- PAYABLE (	1,120.83)
211.80.0002	HEALTH INSURANCE	1,325.98
211.91	CHILD SUPPORT (	1,836.41)
211.97	NATIONAL FARM LIFE INS (	53.47)
211.98	TMPA DUES	28.00
211.99	YMCA- PAYABLE (	152.40)
214.01.0701	DUE TO PAYROLL FUND (	119,261.36)
215.02	DEFERRED REVENUE-TAXES-D	488,413.31

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND

ACCOUNT#	TITLE	
215.15	DEFERRED REV.-CODE ENFOR	17,183.27
215.20	DEFERRED REVENUE-MUNI FI	63,002.76
215.90	DEFERRED REVENUE-OTHER	72,837.36
217.20	CVB DEPOSITS	14,600.00
217.40	BONDS PAYABLE ESCROW-MC	5,494.50
217.90	BAYFRONT DEPOSITS	300.00
		<hr/>
		643,456.41
		<hr/>
	TOTAL LIABILITIES	643,456.41

FUND EQUITY/BALANCE

320.07	ENCUMBRANCES	(5,223,347.01)	
320.08	RESERVE FOR ENCUMBRANCES	5,223,347.01	
320.09	PRIOR YEAR ENCUMBRANCE	4,467,752.32	
320.10	PRIOR YEAR RESERV/ENC	(4,467,752.32)	
320.60	FUND BALANCE-DESIGNATED	3,579,900.00	
320.98	FUND BALANCE UNRESV	4,440,879.10	
		<hr/>	
	TOTAL FUND EQUITY/BALANCE	8,020,779.10	
		<hr/>	
	TOTAL REVENUES	5,265,687.13	
	TOTAL EXPENSES	2,972,712.71	
		<hr/>	
	EXCESS REVENUES OVER EXPENDITURES	2,292,974.42	
		<hr/>	
	TOTAL LIABILITIES & FUND EQUITY/BALANCE	10,957,209.93	<hr/>

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

101-HOTEL OCCUPANCY TAX FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	52,662.31	
111.24	FLIP FLOP ACCOUNT	1.03	
112.11.6001	INVESTMENTS-LOGIC	300,607.47	
			353,270.81
TOTAL ASSETS			353,270.81

LIABILITIES

		0.00
TOTAL LIABILITIES		0.00

FUND EQUITY/BALANCE

320.07	ENCUMBRANCES (	84,047.94)	
320.08	RESERVE FOR ENCUMBRANCES	84,047.94	
320.09	PRIOR YEAR ENCUMBRANCE	70,945.03	
320.10	PRIOR YEAR RESERV/ENC (	70,945.03)	
320.98	FUND BALANCE UNRESV	373,572.44	
TOTAL FUND EQUITY/BALANCE			373,572.44
TOTAL REVENUES			156,618.64
TOTAL EXPENSES			176,920.27
EXCESS REVENUES OVER EXPENDITURES (			20,301.63)
TOTAL LIABILITIES & FUND EQUITY/BALANCE			353,270.81

162-LHB DREDGING

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	35,322.72	
112.11.6001	INVESTMENTS- LOGIC	11,857.93	
			47,180.65
TOTAL ASSETS			47,180.65

LIABILITIES
=====

		0.00
TOTAL LIABILITIES		0.00

FUND EQUITY/BALANCE
=====

320.07	ENCUMBRANCES (	7,000.00)	
320.08	RESERVE FOR ENCUMBRANCES	7,000.00	
320.09	PRIOR YEAR ENCUMBRANCE	5,000.00	
320.10	PRIOR YEAR RESERV/ENC (	5,000.00)	
320.98	FUND BALANCE UNRESV	42,022.81	
TOTAL FUND EQUITY/BALANCE			42,022.81
TOTAL REVENUES			5,157.84
TOTAL EXPENSES			0.00
EXCESS REVENUES OVER EXPENDITURES			5,157.84
TOTAL LIABILITIES & FUND EQUITY/BALANCE			47,180.65

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

206-FIXED ASSET REPLACEMENT

ACCOUNT#	TITLE		
ASSETS			
<u>=====</u>			
111.21	CLAIM ON CONS CASH	1,410,863.57	
112.11.6001	INVESTMENTS-LOGIC	70,850.86	
		<u>1,481,714.43</u>	
			<u>1,481,714.43</u>
			<u>=====</u>
TOTAL ASSETS			
			<u>1,481,714.43</u>
			<u>=====</u>
LIABILITIES			
<u>=====</u>			
		<u>0.00</u>	
			<u>0.00</u>
TOTAL LIABILITIES			
			<u>0.00</u>
FUND EQUITY/BALANCE			
<u>=====</u>			
320.98	FUND BALANCE UNRESV	1,458,494.16	
		<u>1,458,494.16</u>	
	TOTAL FUND EQUITY/BALANCE		<u>1,458,494.16</u>
			<u>=====</u>
	TOTAL REVENUES	23,220.27	
	TOTAL EXPENSES	0.00	
		<u>23,220.27</u>	
	EXCESS REVENUES OVER EXPENDITURES		<u>23,220.27</u>
			<u>=====</u>
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		<u>1,481,714.43</u>
			<u>=====</u>

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

501-PUBLIC UTILITY FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	703,630.73
111.31.1001	CASH DRAWER-TILL 1	300.00
111.31.1002	CASH DRAWER-TILL 2	200.00
111.31.1003	CASH DRAWER-TILL 3	200.00
111.31.1004	CASH DRAWER- TILL 4	200.00
111.31.1005	CASH DRAWER TILL 5	200.00
111.31.1099	CASH DRAWER-CHANGE	600.00
112.11.6001	INVESTMENTS-LOGIC	449,064.60
113.21	ACCTS RECEIVABLE-UB	731,140.13
113.21.1	ACCTS RECEIVABLE-AUDIT	277,227.52
113.22	ALLOWANCE FOR UNCOLLECT(	159,549.31)
113.23	ACCTS REC-REFUNDS PAYAB(	15,127.17)
113.24	UNAPPLIED CREDITS (	57,868.04)
113.90.2001	RETURNED CHECKS	231.62
113.90.2002	DEFERRED OUTFLOW - OPED	8,738.54
113.90.2003	DEFERRED OUTFLOW- PENSIO	4,818.86
115.01	INVENTORY	40,748.95
115.02	INVENTORY PURCHASE	2,359.19
116.01.0001	PREPAID INSURANCE	54,291.14
116.01.0002	PREPAID POSTAGE	153.07
118.02	LOSS ON REFUNDING (2016)	48,337.48
151.01.1000	LAND	123,565.62
152.01.1000	BUILDINGS	94,357.24
152.02.2000	ACCUM DEPRECIATION-BUIL(	64,173.56)
153.01.1000	IMPROVEMENTS OTHER THAN	80,805.83
153.02.2000	ACCUM DEPR-IMPR OTHER T(	75,104.93)
154.01.1000	MACHINERY & EQUIPMENT	1,257,529.11
154.02.2000	ACCUM DEPR-MACHINERY & (	753,740.35)
155.01.1000	CONSTRUCTION IN PROGRESS	515,031.69
156.01.1000	INFRASTRUCTURE	40,274,463.75
156.02.2000	ACCUM DEPREC.- INFRASTR	(23,059,673.26)
		<hr/>
		20,482,958.45

TOTAL ASSETS

20,482,958.45

LIABILITIES

211.10	AP PENDING (DUE TO CONS	18,832.97
211.11	ACCRUED PAYABLES-AUDIT	148.94
211.51	NOTE PAYABLE - GENERAL F	494,588.00

BALANCE SHEET - UNAUDITED

AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

501-PUBLIC UTILITY FUND

ACCOUNT#	TITLE	
211.61	STATE SALES TAX PAYABLE	6,982.99
211.62	STATE PAYABLE-ESCHEATMEN	2,286.56
211.67	SOCIAL SECURITY- PAYABL(	3,338.11)
211.73	LEGAL- SERVICE	155.20
211.80.0001	AFLAC-PAYABLE (	244.64)
211.91	CHILD SUPPORT (	372.00)
211.99	YMCA (	40.00)
212.30	ACCRUED VACATION	10,688.32
214.01.0701	DUE TO PAYROLL FUND (	16,064.10)
215.90	DEFERRED INFLOW OF RESOU	9,790.48
215.92	DEFERRED INFLOW- OPEB SD	2,782.36
216.20.5001	BONDS PAYABLE-CURRENT	780,000.00
217.11	CUSTOMER DEPOSITS	192,757.35
221.20	BONDS PAYABLE NON CURREN	200,000.00
221.40	OTHER LONG-TERM LIABILIT	29,216.40
221.42	OPED- SDB LIABILITY	35,875.30
		<hr/>
		1,764,046.02
		<hr/>
TOTAL LIABILITIES		1,764,046.02

FUND EQUITY/BALANCE

320.07	ENCUMBRANCES (1,660,667.50)	
320.08	RESERVE FOR ENCUMBRANCES	1,660,667.50
320.09	PRIOR YEAR ENCUMBRANCE	1,157,038.91
320.10	PRIOR YEAR RESERV/ENC (1,157,038.91)	
320.60	FUND BALANCE-DESIGNATED	1,139,709.00
320.65	NET INVEST. IN CAPITAL A13,213,279.00	
320.98	FUND BALANCE UNRESV	4,490,772.68
		<hr/>
TOTAL FUND EQUITY/BALANCE		18,843,760.68
		<hr/>
TOTAL REVENUES	1,872,380.57	
TOTAL EXPENSES	1,997,228.82	
		<hr/>
EXCESS REVENUES OVER EXPENDITURES	(124,848.25)	
		<hr/>
TOTAL LIABILITIES & FUND EQUITY/BALANCE		20,482,958.45
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503-BEACH OPERATING FUND

ACCOUNT# TITLE

ASSETS

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111.21	CLAIM ON CONS CASH	316,318.86
112.11.6001	INVESTMENTS- LOGIC	310,838.56
113.90.2001	RETURNED CHECKS	451.00
116.01.0001	PREPAID INSURANCE	9,136.69
151.01.1000	LAND	273,813.25
152.01.1000	BUILDINGS	1,026,843.72
152.02.2000	ACCUM DEPRECIATION-BUIL(	569,234.03)
153.01.1000	IMPROVEMENTS OTHER THAN	1,392,729.27
153.02.2000	ACCUM DEPR-IMPR OTHER T(	626,957.45)
154.01.1000	MACHINERY & EQUIPMENT	13,960.43
154.02.2000	ACCUM DEPR-MACHINERY & (	13,960.43)
156.01.1000	INFRASTRUCTURE	3,011,704.31
156.02.2000	ACCUM DEPREC.- INFRASTR(182,639.50)
		<hr/>
		4,963,004.68

TOTAL ASSETS

4,963,004.68
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LIABILITIES

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211.10	AP PENDING (DUE TO CONS	2,317.31
211.67	SOCIAL SECURITY-PAYABLE(94.12)
214.01.0701	DUE TO PAYROLL FUND (1,005.78)
217.25	CUSTOMER DEPOSITS	900.00
		<hr/>
		2,117.41

TOTAL LIABILITIES

2,117.41

FUND EQUITY/BALANCE

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320.07	ENCUMBRANCES (80,446.75)
320.08	RESERVE FOR ENCUMBRANCES	80,446.75
320.09	PRIOR YEAR ENCUMBRANCE	93,199.44
320.10	PRIOR YEAR RESERV/ENC (	93,199.44)
320.60	FUND BALANCE COMMITTED	68,939.00
320.65	NET INVEST. IN CAPITAL A	1,256,287.38
320.98	FUND BALANCE UNRESV	3,587,308.26
		<hr/>
	TOTAL FUND EQUITY/BALANCE	4,912,534.64

Section VII. Item #D.

503-BEACH OPERATING FUND

ACCOUNT#	TITLE	
	TOTAL REVENUES	89,952.22
	TOTAL EXPENSES	41,599.59
	EXCESS REVENUES OVER EXPENDITURES	48,352.63
	TOTAL LIABILITIES & FUND EQUITY/BALANCE	4,963,004.68

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	162,541.25
112.11.6001	INVESTMENTS-LOGIC	513,828.86
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	73,419.21
116.01.0001	PREPAID INSURANCE	17,319.91
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	820,911.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,665,930.54)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	28,264.48)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,663,670.65)
		<hr/>
		8,950,402.29

TOTAL ASSETS

8,950,402.29
LIABILITIES

207.21	CUSTOMER DEPOSIT (	200.00)
211.10	AP PENDING (DUE TO CONS	1,853.86
211.67	SOCIAL SECURITY-PAYABLE(	405.92)
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	4,885.92
213.01	BOND PREMIUM (SERIES '18	89,660.89
214.01.0701	DUE TO PAYROLL FUND (	2,238.62)
216.20.3006	BONDS PAYABLE-CURRENT	175,000.00
221.20	BONDS PAYABLE NON-CURREN	1,925,000.00
		<hr/>
		2,193,551.78

TOTAL LIABILITIES

2,193,551.78
FUND EQUITY/BALANCE

320.07	ENCUMBRANCES (	179,437.97)
320.08	RESERVE FOR ENCUMBRANCES	179,437.97

Section VII. Item #D.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE		
320.09	PRIOR YEAR ENCUMBRANCE	156,670.66	
320.10	PRIOR YEAR RESERV/ENC (	156,670.66)	
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,142,816.65	
	TOTAL FUND EQUITY/BALANCE		6,626,904.65
	TOTAL REVENUES	233,988.03	
	TOTAL EXPENSES	104,042.17	
	EXCESS REVENUES OVER EXPENDITURES		129,945.86
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		8,950,402.29

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	7,957,878	7,957,878	0	835,299.38	4,701,916.32	0.00	3,255,961.68	59.09
LICENSES & PERMITS	174,010	174,010	0	10,018.74	41,639.88	0.00	132,370.12	23.93
USER & SERVICE CHARGES	82,500	82,500	0	10,915.00	26,710.00	0.00	55,790.00	32.38
FINES & FORFEITURES	279,000	279,000	0	15,597.66	69,013.91	0.00	209,986.09	24.74
OTHER REVENUE	140,950	140,950	0	34,273.79	122,865.70	0.00	18,084.30	87.17
GRANT AND CONTRIBUTION R	296,845	296,845	0	0.00	0.00	0.00	296,845.00	0.00
INTERGOVERNMENTAL REVENUE	1,442,470	1,442,470	0	75,885.33	303,541.32	0.00	1,138,928.68	21.04
TOTAL REVENUES	10,373,653	10,373,653	0	981,989.90	5,265,687.13	0.00	5,107,965.87	50.76
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	33,717	33,717	0	2,718.18	11,272.96	0.00	22,444.04	33.43
CITY MANAGER	420,296	420,296	0	19,750.05	81,677.28	16,000.00	322,618.72	23.24
CITY SECRETARY	237,612	237,612	0	15,075.38	62,544.57	3,075.00	171,992.43	27.62
HUMAN RESOURCE	24,050	24,050	0	1,680.85	2,986.37	0.00	21,063.63	12.42
LEGAL	0	0	0	0.00	0.00	0.00	0.00	0.00
MUNICIPAL COURT	156,605	156,605	0	12,214.94	46,656.60	0.00	109,948.40	29.79
TECHNOLOGY SERVICES	392,768	426,355 (	33,587)	32,710.31	216,603.55	101,261.41	108,490.04	74.55
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	335,128	335,128	0	26,116.70	102,557.90	0.00	232,570.10	30.60
CITY HALL	378,105	378,105	0	53,875.96	117,467.99	231,694.76	28,942.25	92.35
POLICE	2,677,484	2,677,484	0	191,643.49	711,751.62	19,818.99	1,945,913.39	27.32
FIRE	2,169,568	2,169,568	0	280,448.13	670,569.80	7,906.00	1,491,092.20	31.27
ANIMAL CONTROL	475,692	475,692	0	19,327.68	61,160.05	0.00	414,531.95	12.86
PUBLIC WORKS	0	0	0	0.00	0.00	0.00	0.00	0.00
CODE ENFORCEMENT/INSPECT	423,082	423,082	0	25,798.15	90,545.47	0.00	332,536.53	21.40
STREETS	1,870,527	1,870,527	0	74,125.46	276,478.54	96,247.39	1,497,801.07	19.93
PARKS & RECREATION	806,206	806,206	0	85,138.74	200,457.40	241,019.08	364,729.52	54.76
BAUER CENTER	349,765	349,765	0	8,640.08	61,932.18	21,746.00	266,086.82	23.92
SWIMMING POOL OPERATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
NON-DEPARTMENTAL	959,861	1,454,449 (	494,588)	46,167.53	258,050.43	0.00	1,196,398.57	17.74
TOTAL EXPENDITURES	11,710,466	12,238,641 (	528,175)	895,431.63	2,972,712.71	738,768.63	8,527,159.66	30.33
REVENUES OVER/(UNDER) EXPENDITURES	(1,336,813)	(1,864,988)	528,175	86,558.27	2,292,974.42 (	738,768.63)	(3,419,193.79)	83.34-

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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TAXES									
411.01	PROPERTY TAXES-CURRENT	4,085,106	4,085,106	0	509,385.38	3,353,054.34	0.00	732,051.66	82.08
411.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	8,779.83	60,256.27	0.00	39,743.73	60.26
412.01	SALES TAX REVENUE	3,134,772	3,134,772	0	263,859.55	1,166,024.72	0.00	1,968,747.28	37.20
413.01	NATURAL GAS FRANCHISE	54,000	54,000	0	15,760.07	15,760.07	0.00	38,239.93	29.19
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	23,942.11	75,786.47	0.00	266,213.53	22.16
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	348.24	353.98	0.00	31,646.02	1.11
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
413.05	WASTE COLLECTION FRAN	125,000	125,000	0	11,110.31	25,883.32	0.00	99,116.68	20.71
413.06	CPL SETTLEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,113.89	4,797.15	0.00	30,202.85	13.71
415.01	HOTEL/MOTEL TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES		7,957,878	7,957,878	0	835,299.38	4,701,916.32	0.00	3,255,961.68	59.09
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LICENSES & PERMITS									
421.01	ELECTRICAL LICENSES	0	0	0	0.00	50.00	0.00 (50.00)	0.00
421.02	BUILDER LICENSES	1,500	1,500	0	500.00	2,150.00	0.00 (650.00)	143.33
422.01	ELECTRICAL PERMITS	15,000	15,000	0	280.00	4,525.00	0.00	10,475.00	30.17
422.02	BUILDING PERMITS	90,000	90,000	0	7,256.14	23,362.57	0.00	66,637.43	25.96
422.03	PLUMBING PERMITS	18,000	18,000	0	383.00	2,659.00	0.00	15,341.00	14.77
422.04	MECHANICAL PERMITS	8,000	8,000	0	60.00	3,349.55	0.00	4,650.45	41.87
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	50.00	50.00	0.00 (	50.00)	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	50.00	0.00 (	50.00)	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	90.00	340.00	0.00	2,260.00	13.08
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	1,104.60	2,939.20	0.00	27,060.80	9.80
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	60.00	1,160.00	0.00	5,950.00	16.32
424.02	AMUSEMENT PERMIT FEES	0	0	0	0.00	119.56	0.00 (	119.56)	0.00
424.03	SUBDIVISION & PLAT FEE	0	0	0	200.00	500.00	0.00 (	500.00)	0.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	0.00
424.05	PLAN REVIEW FEES	0	0	0	0.00	225.00	0.00 (	225.00)	0.00
425.01	ANIMAL LICENSES & FEES	200	200	0	10.00	10.00	0.00	190.00	5.00
426.01	ALARM FEES	100	100	0	25.00	50.00	0.00	50.00	50.00
TOTAL LICENSES & PERMITS		174,010	174,010	0	10,018.74	41,639.88	0.00	132,370.12	23.93
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USER & SERVICE CHARGES									
435.01	WOMEN'S FIELD RENTAL-T	0	0	0	0.00	0.00	0.00	0.00	0.00
435.02	MEN'S FIELD RENTAL-WIL	0	0	0	0.00	0.00	0.00	0.00	0.00
435.05	POOL	0	0	0	0.00	0.00	0.00	0.00	0.00
435.06	BAUER CENTER RENTALS	80,000	80,000	0	10,850.00	25,950.00	0.00	54,050.00	32.44
435.06.0530	REC PROGAM-SUMMER RECR	0	0	0	0.00	0.00	0.00	0.00	0.00
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	65.00	610.00	0.00	1,390.00	30.50
439.02	FIRE SERVICE FEES	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
439.05 POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES	82,500	82,500	0	10,915.00	26,710.00	0.00	55,790.00	32.38
FINES & FORFEITURES								
441.01 PENALTIES & INTEREST	85,000	85,000	0	4,697.59	23,328.58	0.00	61,671.42	27.45
441.02 TAX ATTORNEY FEES	45,000	45,000	0	2,651.15	15,402.20	0.00	29,597.80	34.23
443.01 COURT FINES	120,000	120,000	0	6,988.59	24,722.94	0.00	95,277.06	20.60
443.02 MUNI COURT- COLLECTION	14,000	14,000	0	485.70	2,317.86	0.00	11,682.14	16.56
443.03 LOCAL TIME PAYMENT FEE	5,000	5,000	0	253.26	1,023.96	0.00	3,976.04	20.48
443.04 COURT TECHNOLOGY	0	0	0	0.00	0.00	0.00	0.00	0.00
449.01 POLICE FORFEITURES & R	0	0	0	0.00	0.00	0.00	0.00	0.00
449.02 ARREST FEES	10,000	10,000	0	521.37	2,218.37	0.00	7,781.63	22.18
449.03 CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05 RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES	279,000	279,000	0	15,597.66	69,013.91	0.00	209,986.09	24.74
OTHER REVENUE								
451.01 INTEREST INCOME	90,000	90,000	0	34,261.79	119,541.90	0.00	29,541.90	132.82
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02 PHOTO COPIES	500	500	0	12.00	151.10	0.00	348.90	30.22
459.05 DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07 DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1010 DONATION-PARK-MUSIC PA	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1011 DONATION-PARK-LEARNING	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 DONATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	3,152.70	0.00	3,152.70	0.00
459.13 CCAD REFUND	0	0	0	0.00	0.00	0.00	0.00	0.00
459.15 HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17 FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20 RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.30 SALE OF STREET-LAVACA	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISCELLANEOUS INCOME	10,000	10,000	0	0.00	20.00	0.00	9,980.00	0.20
459.91 TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	140,950	140,950	0	34,273.79	122,865.70	0.00	18,084.30	87.17
GRANT AND CONTRIBUTION R								
481.02 STATE GRANT- POLICE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 INDIRECT COST REIMB	0	0	0	0.00	0.00	0.00	0.00	0.00
484.04.1905 CONTRIBUTION-DARE & CC	0	0	0	0.00	0.00	0.00	0.00	0.00
484.04.1906 CONTRIBUTION-DARE & CC	0	0	0	0.00	0.00	0.00	0.00	0.00
484.50 PARK REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
484.52 CONTRIBUTIONS- PINE ST	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53 OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54 CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.58 CONTRIBUTIONS-VFD&LEPC	0	0	0	0.00	0.00	0.00	0.00	0.00
484.59 CALHOUN COUNTY-FIRE	224,045	224,045	0	0.00	0.00	0.00	224,045.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	0.00	0.00	65,000.00	0.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	296,845	296,845	0	0.00	0.00	0.00	296,845.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>									
492.01	XFER IN- 504 PORT COMM	65,121	65,121	0	5,426.75	21,707.00	0.00	43,414.00	33.33
492.02	XFER IN- 501 UTILITY F	562,974	562,974	0	46,914.50	187,658.00	0.00	375,316.00	33.33
492.03	XFER IN- 502 ADMIN CHG	0	0	0	0.00	0.00	0.00	0.00	0.00
492.04	XFER IN- 503 BEACH FUN	2,764	2,764	0	230.33	921.32	0.00	1,842.68	33.33
493.09	XFER IN- PAYROLL FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	279,765	279,765	0	23,313.75	93,255.00	0.00	186,510.00	33.33
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	1,442,470	1,442,470	0	75,885.33	303,541.32	0.00	1,138,928.68	21.04
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TOTAL REVENUES		10,373,653	10,373,653	0	981,989.90	5,265,687.13	0.00	5,107,965.87	50.76
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001--GENERAL FUND
CITY COUNCIL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50010511.01 SALARIES & WAGES	28,800	28,800	0	2,400.00	9,600.00	0.00	19,200.00	33.33
50010512.05 EMPLOYER-SOCIAL SECURI	2,203	2,203	0	183.60	734.40	0.00	1,468.60	33.34
50010512.30 WORKER'S COMPENSATION	84	84	0	0.00	58.80	0.00	25.20	70.00
TOTAL PERSONNEL SERVICES	31,087	31,087	0	2,583.60	10,393.20	0.00	20,693.80	33.43
<u>MATERIALS & SUPPLIES</u>								
50010521.01 OFFICE	700	700	0	0.00	36.78	0.00	663.22	5.25
50010521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50010521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50010523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50010528.03 NON- CAPITALIZED ASSET	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50010529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	1,700	1,700	0	0.00	36.78	0.00	1,663.22	2.16
<u>SERVICES</u>								
50010531.01 TRAVEL & TRAINING	300	300	0	0.00	487.96	0.00	187.96	162.65
50010531.04 DUES, SUBSCR., & PUBLI	130	130	0	94.40	234.40	0.00	104.40	180.31
50010531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50010531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50010531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50010531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50010532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50010533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50010536.02 TELEPHONE	500	500	0	40.18	120.62	0.00	379.38	24.12
TOTAL SERVICES	930	930	0	134.58	842.98	0.00	87.02	90.64
<u>MAINTENANCE</u>								
50010544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
50010552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50010564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY COUNCIL	33,717	33,717	0	2,718.18	11,272.96	0.00	22,444.04	33.43

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
CITY MANAGER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50020511.01 SALARIES & WAGES	204,682	204,682	0	15,297.25	60,084.60	0.00	144,597.40	29.36
50020511.05 SALARIES & WAGES-MAINT	0	0	0	0.00	0.00	0.00	0.00	0.00
50020512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50020512.05 EMPLOYER-SOCIAL SECURI	15,658	15,658	0	1,718.58	4,902.96	0.00	10,755.04	31.31
50020512.10 EMPLOYER-T.M.R.S.	12,107	12,107	0	894.88	3,701.15	0.00	8,405.85	30.57
50020512.20 GROUP H/D INS PREMIUMS	13,678	13,678	0	1,140.95	4,563.87	0.00	9,114.13	33.37
50020512.30 WORKER'S COMPENSATION	571	571	0	0.00	399.72	0.00	171.28	70.00
50020512.31 OTHER BENEFITS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	246,696	246,696	0	19,051.66	73,652.30	0.00	173,043.70	29.86
MATERIALS & SUPPLIES								
50020521.01 OFFICE	500	500	0	0.00	53.52	0.00	446.48	10.70
50020521.02 PRINTING	500	500	0	0.00	0.00	0.00	500.00	0.00
50020521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50020523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50020525.01 FUEL	0	0	0	0.00	0.00	0.00	0.00	0.00
50020527.90 EDUCATIONAL & RECREATI	0	0	0	0.00	0.00	0.00	0.00	0.00
50020528.03 NON- CAPITALIZED ASSET	0	0	0	0.00	0.00	0.00	0.00	0.00
50020529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50020529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	1,100	1,100	0	0.00	53.52	0.00	1,046.48	4.87
SERVICES								
50020531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	65.00	0.00	2,435.00	2.60
50020531.04 DUES, SUBSCR., & PUBLI	2,000	2,000	0	2.12	341.36	0.00	1,658.64	17.07
50020531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50020531.06 PROMOTIONAL ADVERTISIN	500	500	0	0.00	0.00	0.00	500.00	0.00
50020531.07 PUBLIC & EMPLOYEE RELA	500	500	0	0.00	0.00	0.00	500.00	0.00
50020531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50020531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50020532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50020532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50020533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50020533.14 CONTRACTED SERVICES	35,000	35,000	0	0.00	0.00	0.00	35,000.00	0.00
50020534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50020536.02 TELEPHONE	5,000	5,000	0	696.27	1,291.17	0.00	3,708.83	25.82
50020539.90 SERVICES - OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	45,500	45,500	0	698.39	1,697.53	0.00	43,802.47	3.73
MAINTENANCE								
50020542.03 BUILDING MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50020544.50 R & M- FURNITURE & EQU	2,000	2,000	0	0.00	505.92	0.00	1,494.08	25.30
50020544.55 R & M- VEHICLES & TRAI	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	505.92	0.00	1,494.08	25.30

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

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Section VII. Item #D.

001--GENERAL FUND
CITY MANAGER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
50020552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50020552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50020554.97 FACADE GRANTS	25,000	25,000	0	0.00	5,768.01	0.00	19,231.99	23.07
TOTAL SUNDRY	25,000	25,000	0	0.00	5,768.01	0.00	19,231.99	23.07
<u>CAPITAL EXPENDITURES</u>								
50020562.03 CE- BUILDING & IMPROVE	100,000	100,000	0	0.00	0.00	16,000.00	84,000.00	16.00
50020564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50020564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	100,000	100,000	0	0.00	0.00	16,000.00	84,000.00	16.00
TOTAL CITY MANAGER	420,296	420,296	0	19,750.05	81,677.28	16,000.00	322,618.72	23.24

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
CITY SECRETARY
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50030511.01 SALARIES & WAGES	136,306	136,306	0	10,366.80	40,556.76	0.00	95,749.24	29.75
50030511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50030511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
50030511.07 SALARIES & WAGES-OVERT	1,700	1,700	0	67.35	90.67	0.00	1,609.33	5.33
50030512.05 EMPLOYER-SOCIAL SECURI	10,427	10,427	0	1,107.70	3,335.39	0.00	7,091.61	31.99
50030512.10 EMPLOYER-T.M.R.S.	8,062	8,062	0	610.40	2,529.27	0.00	5,532.73	31.37
50030512.20 GROUP H/D INS PREMIUMS	32,762	32,762	0	2,733.03	10,932.25	0.00	21,829.75	33.37
50030512.30 WORKER'S COMPENSATION	845	845	0	0.00	591.53	0.00	253.47	70.00
50030512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	190,102	190,102	0	14,885.28	58,035.87	0.00	132,066.13	30.53
<u>MATERIALS & SUPPLIES</u>								
50030521.01 OFFICE	1,500	1,500	0	63.00	63.00	0.00	1,437.00	4.20
50030521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50030521.03 POSTAGE	10	10	0	1.20	1.77	0.00	8.23	17.70
50030521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50030527.50 EDUCATION & RECREATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50030528.03 NON- CAPITALIZED ASSET	500	500	0	0.00	0.00	0.00	500.00	0.00
50030529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50030529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	2,010	2,010	0	64.20	64.77	0.00	1,945.23	3.22
<u>SERVICES</u>								
50030531.01 TRAVEL & TRAINING	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50030531.04 DUES, SUBSCR., & PUBLI	1,000	1,000	0	0.00	1,072.00	0.00	72.00	107.20
50030531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50030531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50030531.10 ELECTION COST	7,500	7,500	0	0.00	0.00	0.00	7,500.00	0.00
50030531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50030532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50030532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50030533.14 CONTRACTED SERVICES	35,000	35,000	0	0.00	3,075.00	3,075.00	28,850.00	17.57
50030533.15 CONTRACTED SERVICES-I.	0	0	0	0.00	0.00	0.00	0.00	0.00
50030535.20 NOTARY BONDS	0	0	0	0.00	0.00	0.00	0.00	0.00
50030536.02 TELEPHONE	1,000	1,000	0	125.90	296.93	0.00	703.07	29.69
TOTAL SERVICES	45,500	45,500	0	125.90	4,443.93	3,075.00	37,981.07	16.53
<u>MAINTENANCE</u>								
50030544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50030544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
CITY SECRETARY
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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<u>SUNDRY</u>								
50030553.05 XFER OUT- FD 112 PROJE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
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<u>CAPITAL EXPENDITURES</u>								
50030564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL CITY SECRETARY	237,612	237,612	0	15,075.38	62,544.57	3,075.00	171,992.43	27.62
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
HUMAN RESOURCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50035511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.05 EMPLOYER-SOCIAL SECURI	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.10 EMPLOYER-T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MATERIALS & SUPPLIES</u>								
50035521.01 OFFICE	600	600	0	0.00	387.41	0.00	212.59	64.57
50035521.02 PRINTING	100	100	0	0.00	0.00	0.00	100.00	0.00
50035521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50035524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50035528.03 NON- CAPITALIZED ASSET	0	0	0	0.00	0.00	0.00	0.00	0.00
50035529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	800	800	0	0.00	387.41	0.00	412.59	48.43
<u>SERVICES</u>								
50035531.01 TRAVEL & TRAINING	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50035531.03 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50035531.04 DUES, SUBSCR., & PUBLI	2,000	2,000	0	319.22	319.22	0.00	1,680.78	15.96
50035531.05 EMPLOYMENT INCENTIVES	10,000	10,000	0	1,233.64	1,233.64	0.00	8,766.36	12.34
50035532.03 MEDICAL SERVICES	7,000	7,000	0	80.00	460.00	0.00	6,540.00	6.57
50035533.14 CONTRACTED SERVICES	2,000	2,000	0	26.00	520.13	0.00	1,479.87	26.01
50035536.02 TELEPHONE	250	250	0	21.99	65.97	0.00	184.03	26.39
TOTAL SERVICES	23,250	23,250	0	1,680.85	2,598.96	0.00	20,651.04	11.18
<u>MAINTENANCE</u>								
50035544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50035544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50035564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL HUMAN RESOURCE	24,050	24,050	0	1,680.85	2,986.37	0.00	21,063.63	12.42

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
LEGAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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SERVICES								
50050531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
50050531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL LEGAL	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
MUNICIPAL COURT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50060511.01 SALARIES & WAGES	97,538	97,538	0	7,383.50	28,606.78	0.00	68,931.22	29.33
50060511.03 SALARIES & WAGES-PUB S	0	0	0	0.00	0.00	0.00	0.00	0.00
50060511.07 SALARIES & WAGES-OVERT	250	250	0	0.00	0.00	0.00	250.00	0.00
50060512.05 EMPLOYER-SOCIAL SECURI	7,462	7,462	0	769.44	2,492.46	0.00	4,969.54	33.40
50060512.10 EMPLOYER-T.M.R.S.	5,769	5,769	0	314.93	1,359.39	0.00	4,409.61	23.56
50060512.20 GROUP H/D INS PREMIUMS	18,264	18,264	0	1,140.95	4,563.86	0.00	13,700.14	24.99
50060512.30 WORKER'S COMPENSATION	272	272	0	0.00	190.41	0.00	81.59	70.00
50060512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	129,555	129,555	0	9,608.82	37,212.90	0.00	92,342.10	28.72
<u>MATERIALS & SUPPLIES</u>								
50060521.01 OFFICE	2,000	2,000	0	0.00	238.90	0.00	1,761.10	11.95
50060521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50060521.03 POSTAGE	750	750	0	92.28	253.59	0.00	496.41	33.81
50060524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50060528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
50060529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50060529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	2,750	2,750	0	92.28	492.49	0.00	2,257.51	17.91
<u>SERVICES</u>								
50060531.01 TRAVEL & TRAINING	2,000	2,000	0	1,547.43	4,416.30	0.00	2,416.30	220.82
50060531.04 DUES, SUBSCR., & PUBLI	300	300	0	70.00	192.90	0.00	107.10	64.30
50060531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50060531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50060531.12 COURT COST	0	0	0	0.00	0.00	0.00	0.00	0.00
50060532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50060533.11 SCOFFLAW-TXDOT	500	500	0	0.00	0.00	0.00	500.00	0.00
50060533.12 COLLECTION ATTY FEE	15,000	15,000	0	250.22	1,580.59	0.00	13,419.41	10.54
50060536.02 TELEPHONE	1,500	1,500	0	279.41	595.15	0.00	904.85	39.68
TOTAL SERVICES	19,300	19,300	0	2,147.06	6,784.94	0.00	12,515.06	35.16
<u>MAINTENANCE</u>								
50060544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50060544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
50060553.10 XFER OUT- FD 112 JUV C	0	0	0	0.00	0.00	0.00	0.00	0.00
50060554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
50060554.06 UNINSURED LOSSES	0	0	0	0.00	0.00	0.00	0.00	0.00
50060554.91 CREDIT CARD FEES- ON L	5,000	5,000	0	366.78	2,166.27	0.00	2,833.73	43.33
TOTAL SUNDRY	5,000	5,000	0	366.78	2,166.27	0.00	2,833.73	43.33

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
MUNICIPAL COURT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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CAPITAL EXPENDITURES								
50060564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL MUNICIPAL COURT	156,605	156,605	0	12,214.94	46,656.60	0.00	109,948.40	29.79
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>									
50070536.0110	CABLE & INTERNET	4,200	4,200	0	348.20	1,393.58	0.00	2,806.42	33.18
50070536.0120	CABLE & INTERNET	3,500	3,500	0	316.35	1,233.68	0.00	2,266.32	35.25
50070536.0410	CABLE & INTERNET	1,350	1,350	0	99.10	396.40	0.00	953.60	29.36
50070536.0502	CABLE & INTERNET	1,540	1,540	0	127.86	383.58	0.00	1,156.42	24.91
50070536.9800	CABLE & INTERNET	5,750	5,750	0	475.68	1,902.72	0.00	3,847.28	33.09
TOTAL SERVICES		16,340	16,340	0	1,367.19	5,309.96	0.00	11,030.04	32.50
<u>MAINTENANCE</u>									
50070542.0030	CONTRACTED SERVICE- CI	18,156	18,156	0	0.00	6,084.58	0.00	12,071.42	33.51
50070542.0060	CONTRACTED SERVICE- MU	18,640	18,640	0	0.00	17,520.50	0.00	1,119.50	93.99
50070542.0075	CONTRACTED SERVICE- EC	0	0	0	0.00	562.89	0.00	(562.89)	0.00
50070542.0110	CONTRACTED SERVICE- PO	170,508	170,508	0	3,166.50	61,791.21	10,366.50	98,350.29	42.32
50070542.0120	CONTRACTED SERVICE- FI	9,796	9,796	0	0.00	0.00	0.00	9,796.00	0.00
50070542.0210	CONTRACTED SERVICE - A	0	0	0	0.00	350.00	0.00	(350.00)	0.00
50070542.0320	CONTRACTED SERVICE- CO	8,189	8,189	0	2.99	9,397.97	0.00	(1,208.97)	114.76
50070542.0410	CONTRACTED SERVICES- S	6,274	6,274	0	0.00	2,000.00	0.00	4,274.00	31.88
50070542.0501	CONTRACTED SERVICE - P	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
50070542.9800	CONTRACTED SERVICE- AL	138,865	172,452	(33,587)	28,173.63	113,586.44	90,894.91	(32,029.35)	118.57
TOTAL MAINTENANCE		376,428	410,015	(33,587)	31,343.12	211,293.59	101,261.41	97,460.00	76.23
TOTAL TECHNOLOGY SERVICES		392,768	426,355	(33,587)	32,710.31	216,603.55	101,261.41	108,490.04	74.55

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
ECONOMIC DEVELOPMENT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50075511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
50075511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50075511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.05 EMPLOYER-SOCIAL SECURI	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.10 EMPLOYER-T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50075512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MATERIALS & SUPPLIES</u>								
50075521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
50075521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50075521.03 POSTAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
50075523.03 CLEANING & JANITORIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50075524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075525.01 FUEL	0	0	0	0.00	0.00	0.00	0.00	0.00
50075526.01 GENERAL SAFETY & TOOLS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>								
50075531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
50075531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
50075531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50075531.06 PROMOTIONAL ADVERTISIN	0	0	0	0.00	0.00	0.00	0.00	0.00
50075531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50075531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50075532.01 AUDITING & FINANCIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50075533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50075534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075536.02 TELEPHONE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MAINTENANCE</u>								
50075542.03 R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
50075544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50075544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075544.55 R & M- VEHICLES & TRAI	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
ECONOMIC DEVELOPMENT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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<u>SUNDRY</u>								
50075554.97 FACADE GRANTS	0	0	0	0.00	0.00	0.00	0.00	0.00
50075554.98 BUSINESS DEVELOPMENT G	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
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<u>CAPITAL EXPENDITURES</u>								
50075561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50075562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50075563.05 CE- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
50075564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND

FINANCE

DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50080511.01 SALARIES & WAGES	235,379	235,379	0	18,128.76	68,191.00	0.00	167,188.00	28.97
50080511.07 SALARIES & WAGES-OVERT	2,568	2,568	0	0.00	626.90	0.00	1,941.10	24.41
50080512.05 EMPLOYER-SOCIAL SECURI	18,203	18,203	0	1,979.24	5,828.46	0.00	12,374.54	32.02
50080512.10 EMPLOYER-T.M.R.S.	14,075	14,075	0	1,060.52	4,305.56	0.00	9,769.44	30.59
50080512.20 GROUP H/D INS PREMIUMS	46,440	46,440	0	4,221.21	17,402.33	0.00	29,037.67	37.47
50080512.30 WORKER'S COMPENSATION	813	813	0	0.00	569.12	0.00	243.88	70.00
50080512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	317,478	317,478	0	25,389.73	96,923.37	0.00	220,554.63	30.53
<u>MATERIALS & SUPPLIES</u>								
50080521.01 OFFICE	6,000	6,000	0	143.25	2,747.85	0.00	3,252.15	45.80
50080521.02 PRINTING	750	750	0	0.00	0.00	0.00	750.00	0.00
50080521.03 POSTAGE	1,600	1,600	0	200.69	589.20	0.00	1,010.80	36.83
50080523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50080524.01 UNIFORMS	100	100	0	0.00	0.00	0.00	100.00	0.00
50080526.90 SAFETY SUPPLIES-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50080528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
50080529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50080529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50080529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	8,450	8,450	0	343.94	3,337.05	0.00	5,112.95	39.49
<u>SERVICES</u>								
50080531.01 TRAVEL & TRAINING	5,000	5,000	0	0.00	657.30	0.00	4,342.70	13.15
50080531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.04 DUES, SUBSCR., & PUBLI	1,200	1,200	0	0.00	905.00	0.00	295.00	75.42
50080531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50080532.01 AUDITING & FINANCIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50080532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50080532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50080533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50080534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50080535.21 SURETY-DISHONESTY BOND	0	0	0	0.00	0.00	0.00	0.00	0.00
50080536.02 TELEPHONE	2,000	2,000	0	383.03	735.18	0.00	1,264.82	36.76
50080539.02 PENALTIES, SERVICE CHG	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	8,200	8,200	0	383.03	2,297.48	0.00	5,902.52	28.02
<u>MAINTENANCE</u>								
50080542.03 R & M- BUILDING MAINTNE	0	0	0	0.00	0.00	0.00	0.00	0.00
50080544.45 FURNITURE & FIXTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
50080544.50 R & M- FURNITURE & EQU	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50080544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
FINANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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<u>CAPITAL EXPENDITURES</u>								
50080564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL FINANCE	335,128	335,128	0	26,116.70	102,557.90	0.00	232,570.10	30.60
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
CITY HALL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50090511.01 SALARIES & WAGES	5,460	5,460	0	0.00	1,049.73	0.00	4,410.27	19.23
50090511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
50090512.05 EMPLOYER-SOCIAL SECURI	1,865	1,865	0	0.00	93.47	0.00	1,771.53	5.01
50090512.10 EMPLOYER-T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50090512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50090512.30 WORKER'S COMPENSATION	84	84	0	0.00	58.80	0.00	25.20	70.00
50090512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	7,409	7,409	0	0.00	1,202.00	0.00	6,207.00	16.22
<u>MATERIALS & SUPPLIES</u>								
50090521.01 OFFICE	2,500	2,500	0	337.27	1,238.47	0.00	1,261.53	49.54
50090521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50090521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50090522.90 CHEMICAL, MEDICAL & AG	0	0	0	0.00	0.00	0.00	0.00	0.00
50090523.01 FOOD	2,500	2,500	0	0.00	558.07	0.00	1,941.93	22.32
50090523.03 CLEANING & JANITORIAL	6,000	6,000	0	427.06	1,595.31	0.00	4,404.69	26.59
50090524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50090526.01 GENERAL SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
50090526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50090528.03 NON-CAPITALIZED ASSETS	750	750	0	0.00	0.00	0.00	750.00	0.00
50090529.11 LIGHTING & DECORATION	500	500	0	0.00	1,175.95	0.00 (	675.95)	235.19
50090529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	12,250	12,250	0	764.33	4,567.80	0.00	7,682.20	37.29
<u>SERVICES</u>								
50090531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
50090531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50090531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50090531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50090533.06 INSPECTION SERVICES	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50090533.09 JANITORIAL-CONTRACTED	0	0	0	0.00	0.00	0.00	0.00	0.00
50090533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50090534.90 LEASES & RENTALS	13,000	13,000	0	1,146.91	2,776.16	0.00	10,223.84	21.36
50090536.01 ELECTRICITY	25,371	25,371	0	1,941.10	6,049.18	0.00	19,321.82	23.84
50090536.02 TELEPHONE	800	800	0	171.43	352.60	0.00	447.40	44.08
50090536.03 WATER	2,500	2,500	0	157.51	498.95	0.00	2,001.05	19.96
50090536.04 GAS	875	875	0	0.00	198.98	0.00	676.02	22.74
TOTAL SERVICES	44,546	44,546	0	3,416.95	9,875.87	0.00	34,670.13	22.17
<u>MAINTENANCE</u>								
50090541.02 LANDSCAPING	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
50090542.03 R & M- BUILDING	8,900	8,900	0	0.00	3,466.86	0.00	5,433.14	38.95
50090543.04 R & M IMPROVEMENT OTB	0	0	0	0.00	0.00	0.00	0.00	0.00
50090544.50 R & M- FURNITURE & EQU	0	0	0	0.00	2,049.50	0.00 (	2,049.50)	0.00
50090544.55 R & M- VEHICLES & TRAI	0	0	0	0.00	0.00	0.00	0.00	0.00
50090544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50090544.65 R & M- MACHINERY & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
CITY HALL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
50090544.90 MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	13,900	13,900	0	0.00	5,516.36	0.00	8,383.64	39.69
<u>SUNDRY</u>								
50090553.15 XFER OUT- 206 FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50090562.03 CE- BUILDING & IMPROVE	300,000	300,000	0	49,694.68	96,305.96	231,694.76 (	28,000.72)	109.33
50090563.05 STREET IMPROVEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
50090564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	300,000	300,000	0	49,694.68	96,305.96	231,694.76 (	28,000.72)	109.33
TOTAL CITY HALL	378,105	378,105	0	53,875.96	117,467.99	231,694.76	28,942.25	92.35

CITY OF PORT LAVACA
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001-GENERAL FUND
POLICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50110511.01 SALARIES & WAGES	1,527,281	1,527,281	0	124,407.86	445,288.40	0.00	1,081,992.60	29.16
50110511.06 SALARIES & WAGES-TEMP	117,683	117,683	0	0.00	0.00	0.00	117,683.00	0.00
50110511.07 SALARIES & WAGES-OVERT	125,000	125,000	0	7,581.86	31,194.08	0.00	93,805.92	24.96
50110512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50110512.05 EMPLOYER-SOCIAL SECURI	129,838	129,838	0	14,020.52	41,723.94	0.00	88,114.06	32.14
50110512.10 EMPLOYER-T.M.R.S.	100,320	100,320	0	7,600.37	30,069.71	0.00	70,250.29	29.97
50110512.20 GROUP H/D INS PREMIUMS	299,150	299,150	0	21,064.72	86,156.68	0.00	212,993.32	28.80
50110512.30 WORKER'S COMPENSATION	42,292	42,292	0	0.00	29,605.69	0.00	12,686.31	70.00
50110512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	2,341,564	2,341,564	0	174,675.33	664,038.50	0.00	1,677,525.50	28.36
MATERIALS & SUPPLIES								
50110521.01 OFFICE	7,500	7,500	0	150.23	724.82	0.00	6,775.18	9.66
50110521.02 PRINTING	5,000	5,000	0	0.00	747.17	0.00	4,252.83	14.94
50110521.03 POSTAGE	500	500	0	16.74	61.76	0.00	438.24	12.35
50110521.04 MILEAGE REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50110522.03 LABORATORY	0	0	0	0.00	0.00	0.00	0.00	0.00
50110522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50110522.90 CHEMICAL, MEDICAL & AG	0	0	0	0.00	0.00	0.00	0.00	0.00
50110523.01 FOOD	1,400	1,400	0	83.46	405.05	0.00	994.95	28.93
50110523.03 CLEANING & JANITORIAL	3,500	3,500	0	347.00	1,179.43	0.00	2,320.57	33.70
50110523.90 FOOD & CUSTODIAL - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50110524.01 UNIFORMS	11,000	11,000	0	227.80	699.34	0.00	10,300.66	6.36
50110525.01 FUEL	37,000	37,000	0	1,877.28	6,225.68	0.00	30,774.32	16.83
50110526.01 GENERAL SAFETY & TOOLS	21,980	21,980	0	0.00	662.27	0.00	21,317.73	3.01
50110526.02 TRAFFIC SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
50110526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50110528.03 NON-CAPITALIZED ASSETS	8,186	8,186	0	0.00	0.00	0.00	8,186.00	0.00
50110529.01 CERTIFICATES, AWARDS,	500	500	0	0.00	0.00	0.00	500.00	0.00
50110529.11 LIGHTING & DECORATION	400	400	0	24.48	85.50	0.00	314.50	21.38
50110529.21 AMMUNITION & OTHER EQU	17,500	17,500	0	110.10	2,083.21	14,246.64	1,170.15	93.31
50110529.22 INVESTIGATION	4,000	4,000	0	4,456.87	5,059.71	0.00 (	1,059.71)	126.49
50110529.23 CANINE SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50110529.80 EMERGENCY MANAGEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	118,466	118,466	0	7,293.96	17,933.94	14,246.64	86,285.42	27.16
SERVICES								
50110531.01 TRAVEL & TRAINING	35,000	35,000	0	1,383.00	8,448.25	0.00	26,551.75	24.14
50110531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50110531.04 DUES, SUBSCR., & PUBLI	5,500	5,500	0	578.00	819.80	0.00	4,680.20	14.91
50110531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50110531.07 PUBLIC & EMPLOYEE RELA	2,300	2,300	0	82.83	1,150.76	0.00	1,149.24	50.03
50110531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
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001-GENERAL FUND
POLICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
50110532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50110532.04 INVESTIGATION SERVICES	3,000	3,000	0	25.00	335.00	0.00	2,665.00	11.17
50110532.06 VETERINARIAN	0	0	0	0.00	0.00	0.00	0.00	0.00
50110532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50110533.06 INSPECTION SERVICES	500	500	0	0.00	360.00	0.00	140.00	72.00
50110533.07 JAIL	25,000	25,000	0	1,100.00	2,255.00	0.00	22,745.00	9.02
50110533.08 JANITORIAL & LAUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
50110533.09 JANITORIAL-CONTRACTED	0	0	0	0.00	0.00	0.00	0.00	0.00
50110533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50110534.90 LEASES & RENTALS	6,700	6,700	0	605.14	1,003.14	0.00	5,696.86	14.97
50110536.01 ELECTRICITY	94	94	0	6.19	22.68	0.00	71.32	24.13
50110536.02 TELEPHONE	17,200	17,200	0	1,901.14	4,273.07	0.00	12,926.93	24.84
50110536.03 WATER	0	0	0	0.00	0.00	0.00	0.00	0.00
50110536.04 GAS	0	0	0	0.00	0.00	0.00	0.00	0.00
50110536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
50110539.03 SPECIAL OPERATIONS	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
TOTAL SERVICES	98,294	98,294	0	5,681.30	18,667.70	0.00	79,626.30	18.99

MAINTENANCE

50110542.03 R & M- BUILDING	6,000	6,000	0	33.85	241.70	0.00	5,758.30	4.03
50110544.50 R & M- FURNITURE & EQU	3,000	3,000	0	0.00	449.99	0.00	2,550.01	15.00
50110544.51 MAINTENANCE CONTRACTS	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50110544.55 R & M- VEHICLES & TRAI	40,000	40,000	0	2,061.77	5,125.38	0.00	34,874.62	12.81
50110544.60 R & M- RADIOS & INSTRU	4,500	4,500	0	0.00	327.50	0.00	4,172.50	7.28
50110544.65 R & M- MACHINERY & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50110544.90 MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	56,500	56,500	0	2,095.62	6,144.57	0.00	50,355.43	10.88

SUNDRY

50110551.11 VEHICLE LEASES	60,660	60,660	0	1,897.28	4,966.91	0.00	55,693.09	8.19
50110552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50110552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50110553.01 XFER OUT-'04 LAW ENF G	0	0	0	0.00	0.00	0.00	0.00	0.00
50110553.02 XFER OUT-FUND 163	0	0	0	0.00	0.00	0.00	0.00	0.00
50110553.09 XFER OUT-DARE PROGRAM	0	0	0	0.00	0.00	0.00	0.00	0.00
50110553.16 XFER OUT-COPS GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110553.19 XFER OUT- FD 158 VEST	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50110554.40 DARE-CCISD & CC	0	0	0	0.00	0.00	0.00	0.00	0.00
50110554.41 UNDERAGE DRINKING GRAN	0	0	0	0.00	0.00	0.00	0.00	0.00
50110554.42 STATE TOBACCO GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	62,660	62,660	0	1,897.28	4,966.91	0.00	57,693.09	7.93

CAPITAL EXPENDITURES

50110561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.60 CE- RADIOS & INSTRUMEN	0	0	0	0.00	0.00	5,572.35 (	5,572.35)	0.00
50110564.65 CE- MACHINERY & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.90 CE- MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	5,572.35 (5,572.35)	0.00

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POLICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL POLICE	2,677,484	2,677,484	0	191,643.49	711,751.62	19,818.99	1,945,913.39	27.32

CITY OF PORT LAVACA
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001-GENERAL FUND

FIRE

DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50120511.01 SALARIES & WAGES	1,135,444	1,135,444	0	96,220.18	328,786.12	0.00	806,657.88	28.96
50120511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50120511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
50120511.07 SALARIES & WAGES-OVERT	80,000	80,000	0	6,906.11	27,557.14	0.00	52,442.86	34.45
50120512.05 EMPLOYER-SOCIAL SECURI	92,981	92,981	0	10,883.27	31,198.32	0.00	61,782.68	33.55
50120512.10 EMPLOYER-T.M.R.S.	71,894	71,894	0	6,014.51	22,548.30	0.00	49,345.70	31.36
50120512.11 FIREMEN'S RELIEF & RET	0	0	0	0.00	0.00	0.00	0.00	0.00
50120512.20 GROUP H/D INS PREMIUMS	195,292	195,292	0	16,431.76	61,726.53	0.00	133,565.47	31.61
50120512.30 WORKER'S COMPENSATION	41,369	41,369	0	0.00	28,959.56	0.00	12,409.44	70.00
50120512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50120512.50 CONTRIBUTION- RETIREME	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	1,616,980	1,616,980	0	136,455.83	500,775.97	0.00	1,116,204.03	30.97
<u>MATERIALS & SUPPLIES</u>								
50120521.01 OFFICE	1,000	1,000	0	0.00	209.57	0.00	790.43	20.96
50120521.02 PRINTING	275	275	0	0.00	69.00	0.00	206.00	25.09
50120521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50120522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50120522.03 LABORATORY SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50120522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50120523.01 FOOD	1,600	1,600	0	5.47	484.17	0.00	1,115.83	30.26
50120523.03 CLEANING & JANITORIAL	1,500	1,500	0	1,369.07	1,992.40	0.00	(492.40)	132.83
50120523.90 FOOD & CUSTODIAL - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50120524.01 UNIFORMS	7,000	7,000	0	457.40	2,446.63	0.00	4,553.37	34.95
50120525.01 FUEL	22,500	22,500	0	1,754.02	5,285.52	0.00	17,214.48	23.49
50120525.02 DIESEL FUEL TAX EXPENS	0	0	0	0.00	0.00	0.00	0.00	0.00
50120526.01 GENERAL SAFETY & TOOLS	30,000	30,000	0	812.30	1,561.52	0.00	28,438.48	5.21
50120526.03 PROTECTIVE CLOTHING	15,000	15,000	0	0.00	897.00	0.00	14,103.00	5.98
50120526.04 PRO CLOTHING REIMB-FIR	0	0	0	0.00	0.00	0.00	0.00	0.00
50120527.50 EDUCATION & RECREATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50120527.90 EDUCATIONAL & RECREATI	0	0	0	0.00	0.00	0.00	0.00	0.00
50120528.03 NON-CAPITALIZED ASSETS	28,660	28,660	0	0.00	0.00	7,906.00	20,754.00	27.59
50120528.06 NON-CAP ACQ-INSTR-APPR	0	0	0	0.00	0.00	0.00	0.00	0.00
50120529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50120529.11 LIGHTING & DECORATION	2,000	2,000	0	51.34	282.78	0.00	1,717.22	14.14
50120529.22 INVESTIGATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50120529.81 FIRE PREVENTION	0	0	0	0.00	0.00	0.00	0.00	0.00
50120529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	109,635	109,635	0	4,449.60	13,228.59	7,906.00	88,500.41	19.28
<u>SERVICES</u>								
50120531.01 TRAVEL & TRAINING	12,000	12,000	0	433.75	1,708.19	0.00	10,291.81	14.23
50120531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50120531.03 LICENSES & CERTIFICATE	4,000	4,000	0	0.00	1,504.33	0.00	2,495.67	37.61
50120531.04 DUES, SUBSCR., & PUBLI	6,500	6,500	0	25.00	1,590.00	0.00	4,910.00	24.46
50120531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50120531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00

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REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND

FIRE

DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
50120531.07 PUBLIC & EMPLOYEE RELA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50120531.09 VOLUNTEER & RESERVES	0	0	0	0.00	0.00	0.00	0.00	0.00
50120531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50120531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50120532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.08 JANITORIAL & LAUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.19 CODE ENFORCEMENT DISBU	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.20 TESTING SERVICES	8,000	8,000	0	0.00	1,476.68	0.00	6,523.32	18.46
50120534.02 LAND & BUILDING RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50120534.90 LEASES & RENTALS	3,600	3,600	0	454.72	668.38	0.00	2,931.62	18.57
50120536.01 ELECTRICITY	8,464	8,464	0	873.64	2,714.09	0.00	5,749.91	32.07
50120536.02 TELEPHONE	7,500	7,500	0	858.68	2,463.26	0.00	5,036.74	32.84
50120536.03 WATER	4,000	4,000	0	408.35	1,319.29	0.00	2,680.71	32.98
50120536.04 GAS	2,500	2,500	0	148.42	734.52	0.00	1,765.48	29.38
50120536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
50120539.02 PENALTIES, SERVICE CHG	0	0	0	0.00	0.00	0.00	0.00	0.00
50120539.90 OTHER SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	57,564	57,564	0	3,202.56	14,178.74	0.00	43,385.26	24.63
MAINTENANCE								
50120542.03 R & M- BUILDING	13,000	13,000	0	3,333.00	3,993.67	0.00	9,006.33	30.72
50120543.05 R & M- INFRASTRUCTURE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50120544.50 R & M- FURNITURE & EQU	5,000	5,000	0	134.23	269.84	0.00	4,730.16	5.40
50120544.51 MAINTENANCE CONTRACTS	7,400	7,400	0	0.00	0.00	0.00	7,400.00	0.00
50120544.55 R & M- VEHICLES & TRAI	40,000	40,000	0	2,213.26	6,615.98	0.00	33,384.02	16.54
50120544.60 R & M- RADIOS & INSTRU	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
50120544.65 R & M- MACHINERY & EQU	4,000	4,000	0	903.60	1,475.96	0.00	2,524.04	36.90
50120544.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	74,400	74,400	0	6,584.09	12,355.45	0.00	62,044.55	16.61
SUNDRY								
50120551.11 VEHICLE LEASES	41,680	41,680	0	0.00	0.00	0.00	41,680.00	0.00
50120552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50120552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50120552.30 DEBT SERV- GOVT CAPITA	121,377	121,377	0	121,377.36	121,377.36	0.00	0.36	100.00
50120552.35 DEBT SERV- GOVT CAPITA	8,379	8,379	0	8,378.69	8,378.69	0.00	0.31	100.00
50120553.04 XFER OUT- FD 112 PROJE	0	0	0	0.00	0.00	0.00	0.00	0.00
50120553.05 XFER OUT- FD 163 HOMEL	0	0	0	0.00	0.00	0.00	0.00	0.00
50120553.06 XFER OUT- FD 702 FIRE	1,700	1,700	0	0.00	275.00	0.00	1,425.00	16.18
50120553.15 XFER OUT- FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
50120554.01 CITY PORTION-TX FOREST	0	0	0	0.00	0.00	0.00	0.00	0.00
50120554.02 TX FOREST SERVICE GRAN	0	0	0	0.00	0.00	0.00	0.00	0.00
50120554.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	173,136	173,136	0	129,756.05	130,031.05	0.00	43,104.95	75.10

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
FIRE
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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CAPITAL EXPENDITURES									
50120562.03	CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50120564.50	CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50120564.55	CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50120564.60	CE- RADIOS & INSTRUME	0	0	0	0.00	0.00	0.00	0.00	0.00
50120564.65	CE- MACHINERY & EQUIPM	137,853	137,853	0	0.00	0.00	0.00	137,853.00	0.00
TOTAL CAPITAL EXPENDITURES		137,853	137,853	0	0.00	0.00	0.00	137,853.00	0.00
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TOTAL FIRE		2,169,568	2,169,568	0	280,448.13	670,569.80	7,906.00	1,491,092.20	31.27
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
ANIMAL CONTROL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50210511.01 SALARIES & WAGES	88,635	88,635	0	7,741.13	26,991.81	0.00	61,643.19	30.45
50210511.06 SALARIES & WAGES-TEMP	14,934	14,934	0	0.00	0.00	0.00	14,934.00	0.00
50210511.07 SALARIES & WAGES-OVERT	9,000	9,000	0	305.13	3,780.44	0.00	5,219.56	42.00
50210512.05 EMPLOYER-SOCIAL SECURI	8,612	8,612	0	839.42	2,689.07	0.00	5,922.93	31.22
50210512.10 EMPLOYER-T.M.R.S.	5,775	5,775	0	470.70	2,020.54	0.00	3,754.46	34.99
50210512.20 GROUP H/D INS PREMIUMS	17,839	17,839	0	1,488.19	5,952.85	0.00	11,886.15	33.37
50210512.30 WORKER'S COMPENSATION	9,759	9,759	0	0.00	6,831.60	0.00	2,927.40	70.00
50210512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	154,554	154,554	0	10,844.57	48,266.31	0.00	106,287.69	31.23
MATERIALS & SUPPLIES								
50210521.01 OFFICE	250	250	0	143.71	143.71	0.00	106.29	57.48
50210521.02 PRINTING	200	200	0	0.00	0.00	0.00	200.00	0.00
50210521.03 POSTAGE	100	100	0	0.00	72.14	0.00	27.86	72.14
50210522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50210522.04 CHEMICAL	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50210522.90 CHEMICAL, MEDICAL, AGG	0	0	0	0.00	0.00	0.00	0.00	0.00
50210523.02 ANIMAL FOOD	1,400	1,400	0	0.00	307.93	0.00	1,092.07	22.00
50210523.03 CLEANING & JANITORIAL	900	900	0	0.00	66.95	0.00	833.05	7.44
50210523.90 FOOD & CUSTODIAL - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50210524.01 UNIFORMS	800	800	0	0.00	0.00	0.00	800.00	0.00
50210525.01 FUEL	6,875	6,875	0	340.56	1,070.60	0.00	5,804.40	15.57
50210526.01 GENERAL SAFETY & TOOLS	800	800	0	0.00	367.62	0.00	432.38	45.95
50210526.02 TRAFFIC SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
50210526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50210526.90 SAFETY SUPPLIES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50210527.01 RECREATIONAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50210528.03 NON-CAPITALIZED ASSETS	6,000	6,000	0	0.00	1,050.00	0.00	4,950.00	17.50
50210529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50210529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50210529.80 EMERGENCY MANAGEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50210529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	18,325	18,325	0	484.27	3,078.95	0.00	15,246.05	16.80
SERVICES								
50210531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
50210531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50210531.04 DUES, SUBSCR., & PUBLI	50	50	0	0.00	0.00	0.00	50.00	0.00
50210531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50210531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	224.01	0.00	224.01	0.00
50210531.12 COURT COST	0	0	0	0.00	0.00	0.00	0.00	0.00
50210531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50210532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50210532.06 VETERINARIAN	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50210532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50210533.03 SOLID WASTE DISPOSAL S	0	0	0	0.00	0.00	0.00	0.00	0.00
50210533.14 CONTRACTED SERVICES	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

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Section VII. Item #D.

001-GENERAL FUND
ANIMAL CONTROL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
50210534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50210536.01 ELECTRICITY	6,572	6,572	0	595.26	1,544.61	0.00	5,027.39	23.50
50210536.02 TELEPHONE	2,000	2,000	0	286.55	407.07	0.00	1,592.93	20.35
50210536.03 WATER	1,700	1,700	0	99.04	297.12	0.00	1,402.88	17.48
TOTAL SERVICES	17,822	17,822	0	980.85	2,472.81	0.00	15,349.19	13.88
<u>MAINTENANCE</u>								
50210541.02 LAND IMPROVEMENTS	500	500	0	0.00	0.00	0.00	500.00	0.00
50210542.03 R & M- BUILDING	10,000	10,000	0	0.00	269.99	0.00	9,730.01	2.70
50210544.50 R & M- FURNITURE & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
50210544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	18.00	72.00	0.00	2,928.00	2.40
50210544.60 R & M- RADIOS & INSTRU	150	150	0	0.00	0.00	0.00	150.00	0.00
50210544.65 R & M- MACHINERY & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50210544.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	13,850	13,850	0	18.00	341.99	0.00	13,508.01	2.47
<u>SUNDRY</u>								
50210551.11 VEHICLE LEASES	13,944	13,944	0	0.00	0.00	0.00	13,944.00	0.00
50210552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50210552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50210553.15 XFER OUT-206 FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
50210554.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	13,944	13,944	0	0.00	0.00	0.00	13,944.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50210562.03 CE- BUILDING & IMPROVE	250,197	250,197	0	0.00	0.00	0.00	250,197.00	0.00
50210564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50210564.60 CE- RADIOS & INSTRUMEN	0	0	0	0.00	0.00	0.00	0.00	0.00
50210564.65 CE- MACHINERY & EQUIPM	7,000	7,000	0	6,999.99	6,999.99	0.00	0.01	100.00
TOTAL CAPITAL EXPENDITURES	257,197	257,197	0	6,999.99	6,999.99	0.00	250,197.01	2.72
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TOTAL ANIMAL CONTROL	475,692	475,692	0	19,327.68	61,160.05	0.00	414,531.95	12.86

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
PUBLIC WORKS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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MATERIALS & SUPPLIES								
50300521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL PUBLIC WORKS	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
CODE ENFORCEMENT/INSPECT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50320511.01 SALARIES & WAGES	186,470	186,470	0	13,863.75	53,144.32	0.00	133,325.68	28.50
50320511.06 SALARIES & WAGES-TEMP	7,467	7,467	0	0.00	0.00	0.00	7,467.00	0.00
50320511.07 SALARIES & WAGES-OVERT	2,000	2,000	0	0.00	273.47	0.00	1,726.53	13.67
50320512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50320512.05 EMPLOYER-SOCIAL SECURI	14,836	14,836	0	1,517.01	4,566.63	0.00	10,269.37	30.78
50320512.10 EMPLOYER-T.M.R.S.	11,030	11,030	0	811.03	3,361.61	0.00	7,668.39	30.48
50320512.20 GROUP H/D INS PREMIUMS	31,382	31,382	0	2,616.36	10,425.57	0.00	20,956.43	33.22
50320512.30 WORKER'S COMPENSATION	688	688	0	0.00	481.62	0.00	206.38	70.00
50320512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	253,873	253,873	0	18,808.15	72,253.22	0.00	181,619.78	28.46
<u>MATERIALS & SUPPLIES</u>								
50320521.01 OFFICE	2,600	2,600	0	290.62	653.16	0.00	1,946.84	25.12
50320521.02 PRINTING	1,550	1,550	0	0.00	510.41	0.00	1,039.59	32.93
50320521.03 PHOTOGRAPHY	0	0	0	0.00	0.00	0.00	0.00	0.00
50320521.04 MILEAGE REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50320521.05 POSTAGE	3,000	3,000	0	1.74	54.11	0.00	2,945.89	1.80
50320524.01 UNIFORMS	500	500	0	0.00	48.00	0.00	452.00	9.60
50320525.01 FUEL	1,875	1,875	0	115.18	514.46	0.00	1,360.54	27.44
50320526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50320527.50 EDUCATION & RECREATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50320528.03 NON-CAPITALIZED ASSETS	4,010	4,010	0	0.00	0.00	0.00	4,010.00	0.00
50320529.22 INVESTIGATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50320529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	13,535	13,535	0	407.54	1,780.14	0.00	11,754.86	13.15
<u>SERVICES</u>								
50320531.01 TRAVEL & TRAINING	5,000	5,000	0	0.00	7.19	0.00	4,992.81	0.14
50320531.03 LICENSES & CERTIFICATE	1,000	1,000	0	0.00	312.50	0.00	687.50	31.25
50320531.04 DUES, SUBSCR., & PUBLI	1,600	1,600	0	0.00	145.00	0.00	1,455.00	9.06
50320531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50320531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50320531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50320531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50320531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
50320532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50320532.08 LEGAL- SPECIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50320532.22 SOFTWARE MAINT-INCODE	0	0	0	0.00	0.00	0.00	0.00	0.00
50320533.03 SOLID WASTE DISPOSAL S	0	0	0	0.00	0.00	0.00	0.00	0.00
50320533.14 CONTRACTED SERVICES	80,000	80,000	0	5,664.39	13,593.48	0.00	66,406.52	16.99
50320533.16 BUREAU VERITAS- CLARET	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
50320533.19 DEMOLITION SERVICES	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
50320533.25 LIENS EXPENSES	5,000	5,000	0	0.00	30.00	0.00	4,970.00	0.60
50320534.90 LEASE & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50320535.20 NOTARY BONDS	0	0	0	0.00	0.00	0.00	0.00	0.00
50320536.02 TELEPHONE	3,200	3,200	0	455.86	1,306.53	0.00	1,893.47	40.83
TOTAL SERVICES	145,800	145,800	0	6,120.25	15,394.70	0.00	130,405.30	10.56

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

001-GENERAL FUND
CODE ENFORCEMENT/INSPECT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>MAINTENANCE</u>								
50320542.03 BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
50320544.50 R & M- FURNITURE & EQU	2,200	2,200	0	181.97	181.97	0.00	2,018.03	8.27
50320544.51 MAINTENANCE CONTRACTS	1,970	1,970	0	0.00	0.00	0.00	1,970.00	0.00
50320544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	60.88	277.36	0.00	2,722.64	9.25
50320544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50320544.65 R & M- MACHINERY & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	7,170	7,170	0	242.85	459.33	0.00	6,710.67	6.41
<u>SUNDRY</u>								
50320551.11 VEHICLE LEASES	2,704	2,704	0	219.36	658.08	0.00	2,045.92	24.34
50320552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50320552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50320554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	2,704	2,704	0	219.36	658.08	0.00	2,045.92	24.34
<u>CAPITAL EXPENDITURES</u>								
50320564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50320564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CODE ENFORCEMENT/INSPECT	423,082	423,082	0	25,798.15	90,545.47	0.00	332,536.53	21.40

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001-GENERAL FUND

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	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50410511.01 SALARIES & WAGES	451,050	451,050	0	29,597.02	112,889.70	0.00	338,160.30	25.03
50410511.02 SALARIES & WAGES- CLER	0	0	0	0.00	0.00	0.00	0.00	0.00
50410511.06 SALARIES & WAGES-TEMP	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
50410511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	104.70	1,243.54	0.00	13,756.46	8.29
50410512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50410512.05 EMPLOYER-SOCIAL SECURI	35,653	35,653	0	3,231.12	9,762.97	0.00	25,890.03	27.38
50410512.10 EMPLOYER-T.M.R.S.	25,863	25,863	0	1,737.57	7,243.40	0.00	18,619.60	28.01
50410512.20 GROUP H/D INS PREMIUMS	106,714	106,714	0	7,213.11	27,996.82	0.00	78,717.18	26.24
50410512.30 WORKER'S COMPENSATION	24,149	24,149	0	0.00	16,905.04	0.00	7,243.96	70.00
50410512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	673,429	673,429	0	41,883.52	176,041.47	0.00	497,387.53	26.14
<u>MATERIALS & SUPPLIES</u>								
50410521.01 OFFICE	1,500	1,500	0	87.58	119.52	0.00	1,380.48	7.97
50410521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50410521.04 MILEAGE REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410522.01 AG & BOTANICAL	1,000	1,000	0	0.00	468.75	0.00	531.25	46.88
50410522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50410523.03 CLEANING & JANITORIAL	1,000	1,000	0	141.22	281.27	0.00	718.73	28.13
50410524.01 UNIFORMS	5,500	5,500	0	428.33	1,261.73	0.00	4,238.27	22.94
50410525.01 FUEL	25,000	25,000	0	1,459.20	6,073.69	0.00	18,926.31	24.29
50410525.02 DIESEL FUEL TAX EXPENS	0	0	0	0.00	0.00	0.00	0.00	0.00
50410526.01 GENERAL SAFETY & TOOLS	10,000	10,000	0	0.00	372.80	0.00	9,627.20	3.73
50410526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50410526.90 SMALL TOOLS	0	0	0	0.00	0.00	0.00	0.00	0.00
50410528.03 NON-CAPITALIZED ASSETS	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
50410529.11 LIGHTING & DECORATION	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
50410529.80 EMERGENCY MANAGEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	72,500	72,500	0	2,116.33	8,577.76	0.00	63,922.24	11.83
<u>SERVICES</u>								
50410531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
50410531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50410531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
50410531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50410531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50410531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410532.01 ENGINEERING	0	0	0	0.00	0.00	0.00	0.00	0.00
50410532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50410532.04 CIVIL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50410533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50410533.14 CONTRACTED SERVICES	175,000	175,000	0	11,082.50	29,653.33	48,080.00	97,266.67	44.42
50410533.20 TESTING SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50410534.10 CAP LEASE- LOADER	0	0	0	0.00	0.00	0.00	0.00	0.00
50410534.89 LEASES & RENTALS- BACK	0	0	0	0.00	0.00	0.00	0.00	0.00
50410534.90 LEASES & RENTALS	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00

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	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
50410536.01 ELECTRICITY	6,819	6,819	0	521.18	1,442.67	0.00	5,376.33	21.16
50410536.02 TELEPHONE	7,800	7,800	0	1,456.88	2,336.35	0.00	5,463.65	29.95
50410536.03 WATER	2,000	2,000	0	122.01	469.52	0.00	1,530.48	23.48
50410536.04 GAS	0	0	0	0.00	0.00	0.00	0.00	0.00
50410536.05 STREET LIGHTS	91,283	91,283	0	7,443.84	22,328.72	0.00	68,954.28	24.46
50410536.06 SOLID WASTE DISPOSAL	30,000	30,000	0	0.00	338.08	0.00	29,661.92	1.13
50410536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
50410539.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	320,402	320,402	0	20,626.41	56,568.67	48,080.00	215,753.33	32.66
MAINTENANCE								
50410541.02 LANDSCAPING	0	0	0	0.00	0.00	0.00	0.00	0.00
50410542.03 R & M- BUILDING	10,000	10,000	0	14.94	309.94	0.00	9,690.06	3.10
50410543.04 R & M IMPROVEMENT OTB	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
50410543.05 R & M- INFRASTRUCTURE	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
50410543.051100 R & M- INF- SEALCOAT P	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
50410543.051200 R & M- INF- PATCHING M	100,000	100,000	0	3,891.75	19,142.05	12,817.39	68,040.56	31.96
50410543.051300 R & M- INF- ASPHALT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410543.051400 LIMESTONE-VC	0	0	0	0.00	0.00	0.00	0.00	0.00
50410543.0515 R & M- INF- CONCRETE	0	0	0	0.00	0.00	0.00	0.00	0.00
50410543.051500 R & M- SIDEWALK C.C.I.	0	0	0	0.00	0.00	0.00	0.00	0.00
50410543.051900 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50410543.20 R & M- INF- STORM DRAI	20,000	20,000	0	3,889.08	3,937.02	0.00	16,062.98	19.69
50410543.40 OTHER STRUCTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
50410544.50 R & M- FURNITURE & EQU	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50410544.55 R & M- VEHICLES & TRAI	10,000	10,000	0	142.08	617.58	0.00	9,382.42	6.18
50410544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50410544.65 R & M- MACHINERY & EQU	45,000	45,000	0	1,561.35	9,534.05	0.00	35,465.95	21.19
TOTAL MAINTENANCE	417,000	417,000	0	9,499.20	33,540.64	12,817.39	370,641.97	11.12
SUNDRY								
50410551.11 VEHICLE LEASES	40,096	40,096	0	0.00	0.00	0.00	40,096.00	0.00
50410552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50410552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50410553.05 XFER OUT- FUND 112 PRO	0	0	0	0.00	0.00	0.00	0.00	0.00
50410553.06 XFER OUT- FD 155	0	0	0	0.00	0.00	0.00	0.00	0.00
50410553.10 XFER OUT- FD 220 STREE	0	0	0	0.00	0.00	0.00	0.00	0.00
50410553.15 XFER OUT-FD 206 FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	40,096	40,096	0	0.00	0.00	0.00	40,096.00	0.00
CAPITAL EXPENDITURES								
50410561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410562.03 CE- BUILDING & IMPROV	0	0	0	0.00	0.00	0.00	0.00	0.00
50410563.05 CE- INFRASTRUCTURE	0	0	0	0.00	1,750.00	35,350.00 (	37,100.00)	0.00
50410564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50410564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50410564.65 CE- MACHINERY & EQUIPM	347,100	347,100	0	0.00	0.00	0.00	347,100.00	0.00
50410564.70 STREET & TRAFFIC LIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	347,100	347,100	0	0.00	1,750.00	35,350.00	310,000.00	10.69
TOTAL STREETS	1,870,527	1,870,527	0	74,125.46	276,478.54	96,247.39	1,497,801.07	19.93

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	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50501511.01 SALARIES & WAGES	223,681	223,681	0	16,994.28	64,084.56	0.00	159,596.44	28.65
50501511.02 SALARIES & WAGES-CLERC	0	0	0	0.00	0.00	0.00	0.00	0.00
50501511.06 SALARIES & WAGES-TEMP	5,760	5,760	0	0.00	0.00	0.00	5,760.00	0.00
50501511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	1,786.23	8,735.59	0.00	6,264.41	58.24
50501512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501512.05 EMPLOYER-SOCIAL SECURI	18,259	18,259	0	2,019.39	6,253.86	0.00	12,005.14	34.25
50501512.10 EMPLOYER-T.M.R.S.	13,777	13,777	0	1,098.68	4,677.00	0.00	9,100.00	33.95
50501512.20 GROUP H/D INS PREMIUMS	59,232	59,232	0	4,966.69	17,823.13	0.00	41,408.87	30.09
50501512.30 WORKER'S COMPENSATION	6,000	6,000	0	0.00	4,200.18	0.00	1,799.82	70.00
50501512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	341,709	341,709	0	26,865.27	105,774.32	0.00	235,934.68	30.95
MATERIALS & SUPPLIES								
50501521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50501521.03 POSTAGE	0	0	0	0.00	0.57	0.00	0.57)	0.00
50501521.04 MILEAGE REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50501521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50501522.01 AG & BOTANICAL	2,500	2,500	0	0.00	468.75	0.00	2,031.25	18.75
50501522.04 CHEMICAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501522.90 CHEMICAL, MEDICAL & AG	0	0	0	0.00	0.00	0.00	0.00	0.00
50501523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50501523.03 CLEANING & JANITORIAL	15,000	15,000	0	1,808.56	6,853.14	0.00	8,146.86	45.69
50501523.04 CONCESSION PRODUCTS &	0	0	0	0.00	0.00	0.00	0.00	0.00
50501524.01 UNIFORMS	2,700	2,700	0	156.72	702.85	0.00	1,997.15	26.03
50501525.01 FUEL	7,500	7,500	0	595.60	2,258.27	0.00	5,241.73	30.11
50501526.01 GENERAL SAFETY & TOOLS	3,000	3,000	0	51.96	430.61	0.00	2,569.39	14.35
50501526.02 TRAFFIC SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
50501526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
50501526.90 SAFETY SUPPLIES - OTHE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501527.01 RECREATIONAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501527.50 EDUCATION & RECREATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50501528.03 NON-CAPITALIZED ASSETS	3,700	3,700	0	0.00	0.00	0.00	3,700.00	0.00
50501528.90 NON-CAP ACQ-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
50501529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50501529.11 LIGHTING & DECORATION	25,000	25,000	0	2,404.02	7,660.51	0.00	17,339.49	30.64
TOTAL MATERIALS & SUPPLIES	59,400	59,400	0	5,016.86	18,374.70	0.00	41,025.30	30.93
SERVICES								
50501531.01 TRAVEL & TRAINING	500	500	0	50.00	50.00	0.00	450.00	10.00
50501531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.08 RECREATIONAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00

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50501531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50501532.04 CIVIL SERVICE ENG.ARCH	0	0	0	0.00	0.00	0.00	0.00	0.00
50501533.06 TESTING SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501533.14 CONTRACTED SERVICES	50,000	50,000	0	3,765.00	6,781.67	26,147.50	17,070.83	65.86
50501534.90 LEASES & RENTALS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50501536.01 ELECTRICITY	34,397	34,397	0	2,376.75	6,928.43	0.00	27,468.57	20.14
50501536.02 TELEPHONE	1,200	1,200	0	198.71	977.97	0.00	222.03	81.50
50501536.03 WATER	25,000	25,000	0	590.16	2,276.75	0.00	22,723.25	9.11
TOTAL SERVICES	113,097	113,097	0	6,980.62	17,014.82	26,147.50	69,934.68	38.16
MAINTENANCE								
50501541.02 LANDSCAPING	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50501542.03 R & M- BUILDING	5,000	5,000	0	319.57	1,376.30	0.00	3,623.70	27.53
50501543.04 R & M IMPROVEMENT OTB	40,000	40,000	0	3,645.79	10,970.09	3,772.00	25,257.91	36.86
50501543.05 R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501543.10 SWIMMING POOL OPERATIO	82,000	82,000	0	607.49	2,739.64	0.00	79,260.36	3.34
50501544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50501544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	172.24	679.24	0.00	2,320.76	22.64
50501544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50501544.65 R & M- MACHINERY & EQU	5,000	5,000	0	677.90	2,675.29	0.00	2,324.71	53.51
50501544.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	136,000	136,000	0	5,422.99	18,440.56	3,772.00	113,787.44	16.33
SUNDRY								
50501551.11 VEHICLE LEASES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501552.01 XFER OUT- FD 142 BOAT	0	0	0	0.00	0.00	0.00	0.00	0.00
50501552.02 XFER OUT- FUND 147 BRO	0	0	0	0.00	0.00	0.00	0.00	0.00
50501552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50501552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
50501554.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES								
50501561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00 (	0.02)	0.02	0.00
50501561.04 DECORATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
50501562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501563.05 CE- INFRASTRUCTURE	140,000	140,000	0	40,853.00	40,853.00	211,099.60 (	111,952.60)	179.97
50501563.40 OTHER STRUCTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.65 CE- MACHINERY & EQUIPM	16,000	16,000	0	0.00	0.00	0.00	16,000.00	0.00
50501564.70 WEST PENISULA	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.90 CAP-MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	156,000	156,000	0	40,853.00	40,853.00	211,099.58 (	95,952.58)	161.51
TOTAL PARKS & RECREATION	806,206	806,206	0	85,138.74	200,457.40	241,019.08	364,729.52	54.76

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
BAUER CENTER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50502511.01 SALARIES & WAGES	63,076	63,076	0	3,250.34	12,558.53	0.00	50,517.47	19.91
50502511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50502511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
50502511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	205.49	1,680.98	0.00	13,319.02	11.21
50502512.05 EMPLOYER-SOCIAL SECURI	5,973	5,973	0	468.74	1,454.21	0.00	4,518.79	24.35
50502512.10 EMPLOYER-T.M.R.S.	4,618	4,618	0	202.17	1,011.04	0.00	3,606.96	21.89
50502512.20 GROUP H/D INS PREMIUMS	26,502	26,502	0	570.48	2,954.40	0.00	23,547.60	11.15
50502512.30 WORKER'S COMPENSATION	2,469	2,469	0	0.00	1,728.38	0.00	740.62	70.00
TOTAL PERSONNEL SERVICES	117,638	117,638	0	4,697.22	21,387.54	0.00	96,250.46	18.18
MATERIALS & SUPPLIES								
50502521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
50502523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50502523.03 CLEANING & JANITORIAL	10,000	10,000	0	793.26	3,763.11	0.00	6,236.89	37.63
50502524.01 UNIFORMS	1,500	1,500	0	139.62	753.58	0.00	746.42	50.24
50502525.01 FUEL	400	400	0	5.99	14.11	0.00	414.11	3.53
50502526.01 GENERAL SAFETY & TOOLS	1,000	1,000	0	0.00	25.17	0.00	974.83	2.52
50502528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
50502529.11 LIGHTING & DECORATION	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MATERIALS & SUPPLIES	13,900	13,900	0	926.89	4,527.75	0.00	9,372.25	32.57
SERVICES								
50502531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
50502531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
50502531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00
50502532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50502533.06 INSPECTION SERVICES	520	520	0	0.00	0.00	0.00	520.00	0.00
50502533.09 JANITORIAL-CONTRACTED	0	0	0	0.00	0.00	0.00	0.00	0.00
50502533.14 CONTRACTED SERVICES	55,000	55,000	0	0.00	25,000.00	0.00	30,000.00	45.45
50502534.90 LEASES & RENTALS	4,500	4,500	0	0.00	793.09	0.00	3,706.91	17.62
50502536.01 ELECTRICITY	32,331	32,331	0	2,241.81	6,892.24	0.00	25,438.76	21.32
50502536.02 TELEPHONE	1,500	1,500	0	132.39	303.42	0.00	1,196.58	20.23
50502536.03 WATER	2,700	2,700	0	188.56	560.42	0.00	2,139.58	20.76
50502536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
50502536.09 SPECIAL EVENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	96,551	96,551	0	2,562.76	33,549.17	0.00	63,001.83	34.75
MAINTENANCE								
50502541.02 LANDSCAPING	4,500	4,500	0	387.50	1,550.00	3,100.00	150.00	103.33
50502542.03 R & M- BUILDING	15,000	15,000	0	33.98	758.40	0.00	14,241.60	5.06
50502543.04 R & M IMPROVEMENT OTB	6,500	6,500	0	25.73	25.73	0.00	6,474.27	0.40
50502544.50 R & M- FURNITURE & EQU	12,000	12,000	0	0.00	0.00	0.00	12,000.00	0.00
50502544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
50502544.55 R & M- VEHICLES & TRAI	300	300	0	6.00	133.59	0.00	166.41	44.53
50502544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50502544.65 R & M- MACHINERY & EQU	300	300	0	0.00	0.00	0.00	300.00	0.00
TOTAL MAINTENANCE	38,600	38,600	0	453.21	2,467.72	3,100.00	33,032.28	14.42

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
BAUER CENTER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
50502551.11 VEHICLE LEASES	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
TOTAL SUNDRY	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50502561.02 CE- LAND & IMPROVEMENT	70,000	70,000	0	0.00	0.00	0.00	70,000.00	0.00
50502562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	18,646.00	18,646.00	0.00
50502562.04 AIR CONDITIONER	0	0	0	0.00	0.00	0.00	0.00	0.00
50502562.05 RESTROOM REMODEL	0	0	0	0.00	0.00	0.00	0.00	0.00
50502564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	70,000	70,000	0	0.00	0.00	18,646.00	51,354.00	26.64
TOTAL BAUER CENTER	349,765	349,765	0	8,640.08	61,932.18	21,746.00	266,086.82	23.92

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
SWIMMING POOL OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50525511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
50525511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
50525511.08 SALARIES & WAGES-LIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
50525512.05 EMPLOYER- SOCIAL SECUR	0	0	0	0.00	0.00	0.00	0.00	0.00
50525512.10 EMPLOYER- T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50525512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
50525512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MATERIALS & SUPPLIES</u>								
50525521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
50525521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50525521.03 PHOTOGRAPHY	0	0	0	0.00	0.00	0.00	0.00	0.00
50525522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50525523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
50525523.04 CONCESSION PRODUCTS &	0	0	0	0.00	0.00	0.00	0.00	0.00
50525524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50525526.01 GENERAL SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
50525526.90 SAFETY SUPPLIES - OTHE	0	0	0	0.00	0.00	0.00	0.00	0.00
50525527.01 RECREATIONAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
50525528.03 NON- CAPITALIZED ASSET	0	0	0	0.00	0.00	0.00	0.00	0.00
50525529.01 CERTIFICATES & AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50525529.11 LIGHTING & DECORATIVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50525529.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>								
50525531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
50525531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50525531.08 RECREATIONAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50525531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50525532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MAINTENANCE</u>								
50525543.05 POOL PRESSURE TEST	0	0	0	0.00	0.00	0.00	0.00	0.00
50525544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50525544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
50525554.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

001-GENERAL FUND
SWIMMING POOL OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
<u>CAPITAL EXPENDITURES</u>								
50525564.65 CE- MACHINERY & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL SWIMMING POOL OPERATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
59800511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.01 EMPLOYEE SERVICE PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	0.00	2,070.73	0.00 (	2,070.73)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	1,635.35	0.00 (	1,635.35)	0.00
59800512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	150.00	0.00 (	150.00)	0.00
59800512.40 SAFETY PAY	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
TOTAL PERSONNEL SERVICES	25,000	25,000	0	0.00	3,856.08	0.00	21,143.92	15.42
MATERIALS & SUPPLIES								
59800524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800524.4586 WINTER STORM DR-4586	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
SERVICES								
59800531.01 TRAVEL & TRAINING	15,000	15,000	0	0.00	9,430.77	0.00	5,569.23	62.87
59800531.04 DUES, SUBSCR., & PUBLI	10,000	10,000	0	0.00	9,134.00	0.00	866.00	91.34
59800531.05 ADVERTISING & LEGAL NO	7,500	7,500	0	931.50	2,645.21	0.00	4,854.79	35.27
59800531.07 PUBLIC & EMPLOYEE RELA	7,000	7,000	0	269.20	726.93	0.00	6,273.07	10.38
59800531.10 YOUTH ADVISORY COUNCIL	0	0	0	0.00	0.00	0.00	0.00	0.00
59800531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800532.01 AUDIT FEES	14,000	14,000	0	5,312.50	5,312.50	0.00	8,687.50	37.95
59800532.06 HEALTH & FITNESS	33,002	33,002	0	2,126.30	5,709.65	0.00	27,292.35	17.30
59800532.07 LEGAL- REGULAR	70,000	70,000	0	7,032.20	7,829.70	0.00	62,170.30	11.19
59800532.08 LEGAL- SPECIAL	5,000	5,000	0	0.00	5,627.02	0.00 (	627.02)	112.54
59800533.09 CCAD TAX COLLECTION	26,000	26,000	0	0.00	6,933.55	0.00	19,066.45	26.67
59800533.10 CCAD TAX APPRAISAL	67,500	67,500	0	0.00	17,062.83	0.00	50,437.17	25.28
59800533.11 CCAD ATTORNEY FEES	34,000	34,000	0	8,041.48	13,468.07	0.00	20,531.93	39.61
59800533.14 CONTRACTED SERVICES	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
59800533.214 XFER OUT- FD 214 CDBG	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.01 GENERAL LIABILITY INSU	77,538	77,538	0	0.00	73,556.16	0.00	3,981.84	94.86
59800535.02 PUBLIC OFFICIALS LIAB	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.03 LAW ENFORCEMENT LIABIL	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.04 FLEET LIABILITY INSUR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.05 MOBILE EQUIPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.06 MARINE EQUIPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.08 PROPERTY INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.09 AUTO PHYSICAL DAMAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.10 WINDSTORM INS	201,325	201,325	0	0.00	0.00	0.00	201,325.00	0.00
59800535.21 SURETY-DISHONESTY BOND	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.90 DEDUCTIBEL/SEL INSURAN	0	0	0	0.00	0.00	0.00	0.00	0.00
59800536.02 TELEPHONE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	570,365	570,365	0	23,713.18	157,436.39	0.00	412,928.61	27.60

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
MAINTENANCE								
59800542.03 BUILDING MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800542.50 INCODE SYSTEM	0	0	0	0.00	0.00	0.00	0.00	0.00
59800542.55 TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800542.56 LASER FISHE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800543.50 REPLACEMENT-FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
59800544.50	0	0	0	0.00	0.00	0.00	0.00	0.00
59800544.51 MAINTENANCE CONTRACTS	8,200	8,200	0	0.00	0.00	0.00	8,200.00	0.00
TOTAL MAINTENANCE	8,200	8,200	0	0.00	0.00	0.00	8,200.00	0.00
SUNDRY								
59800551.04 CONTRIBUTIONS-GULF BEN	0	0	0	0.00	0.00	0.00	0.00	0.00
59800551.05 CONTRIBUTIONS-SENIOR C	0	0	0	0.00	0.00	0.00	0.00	0.00
59800551.15 CONTRIBUTIONS-PALMER D	0	0	0	0.00	0.00	0.00	0.00	0.00
59800552.10 SECO LOAN PRINCIPLE	20,127	20,127	0	0.00	4,994.17	0.00	15,132.83	24.81
59800552.20 SECO LOAN INTEREST	2,958	2,958	0	0.00	777.20	0.00	2,180.80	26.27
59800553.0201 XFER OUT-(0201)	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.05 XFER OUT- FD 701 (PAYR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.0602 XFER OUT-RISK MANAGEME	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.07 XFER OUT-TX FRM BRU GR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.08 XFER OUT-TX FOREST GRT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.101 XFER OUT- HOT	80,158	80,158	0	6,679.83	26,719.32	0.00	53,438.68	33.33
59800553.13 XFER OUT-FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.136 XFER OUT - FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.14 XFER OUT-FUND 147 -HOM	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.15 XFER OUT- FD 206 FARF	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.159 TRANSFER TO FUND 159	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.18 XFER OUT- PIER REBUILD	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.20 XFER OUT-136 TCDP GRAN	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.21 XFER OUT-150 FEMA GRAN	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.214 XFER OUT- FD 214 CDBG	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.218 TRANSFER TO FUND 218	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.22 XFER OUT-WATER CONSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.23 XFER OUT-LLEBG BLOCK G	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.24 XFER OUT- FD 142	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.29 MERIT PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.30 XFER OUT-COURT TECH 16	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.35 HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.50 SAFETY PROGRAM	10,500	10,500	0	1,024.27	5,256.27	0.00	5,243.73	50.06
59800553.501 XFER OUT- FUND 501	0	494,588	(494,588)	0.00	0.00	0.00	494,588.00	0.00
59800553.503 XFER OUT- FUND 503	176,703	176,703	0	14,725.25	58,901.00	0.00	117,802.00	33.33
59800553.504 XFER OUT- FUND 504	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.51 RAILROAD RENTAL	2,600	2,600	0	0.00	0.00	0.00	2,600.00	0.00
59800554.62 CONTRIBUTION-SERVICE C	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
59800554.85 FIXED ASSET RECORDS	750	750	0	0.00	0.00	0.00	750.00	0.00
59800554.89 TIF GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.90 MISCELLANEOUS	500	500	0	25.00	110.00	0.00	390.00	22.00
59800554.91 OIL SPILL CLEANUP	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.93 REBATE-PROPERTY TAX	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

001-GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
59800554.94 REBATE- WAL-MART	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.95 CLAIMS & SETTLEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.97 ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.98 CONTINGENCY	59,500	59,500	0	0.00	0.00	0.00	59,500.00	0.00
TOTAL SUNDRY	356,296	850,884	(494,588)	22,454.35	96,757.96	0.00	754,126.04	11.37
<u>CAPITAL EXPENDITURES</u>								
59800561.02 LAND & IMPROVEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
59800564.60 CE- RADIOS & INSTRUMEN	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>TOTAL NON-DEPARTMENTAL</u>								
	959,861	1,454,449	(494,588)	46,167.53	258,050.43	0.00	1,196,398.57	17.74
<u>TOTAL EXPENDITURES</u>								
	11,710,466	12,238,641	(528,175)	895,431.63	2,972,712.71	738,768.63	8,527,159.66	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	(1,336,813)	(1,864,988)	528,175	86,558.27	2,292,974.42	(738,768.63)	(3,419,193.79)	83.34-

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

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	525,000	525,000	0	144,430.70	125,580.23	0.00	399,419.77	23.92
OTHER REVENUE	5,000	5,000	0	1,384.58	4,319.09	0.00	680.91	86.38
INTERGOVERNMENTAL REVENUE	<u>80,158</u>	<u>80,158</u>	<u>0</u>	<u>6,679.83</u>	<u>26,719.32</u>	<u>0.00</u>	<u>53,438.68</u>	<u>33.33</u>
TOTAL REVENUES	610,158	610,158	0	152,495.11	156,618.64	0.00	453,539.36	25.67
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>613,765</u>	<u>613,765</u>	<u>0</u>	<u>27,502.24</u>	<u>176,920.27</u>	<u>11,620.00</u>	<u>425,224.73</u>	<u>30.72</u>
TOTAL EXPENDITURES	613,765	613,765	0	27,502.24	176,920.27	11,620.00	425,224.73	30.72
REVENUES OVER/ (UNDER) EXPENDITURES	(3,607)	(3,607)	0	124,992.87	(20,301.63)	(11,620.00)	28,314.63	884.99

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

101-HOTEL OCCUPANCY TAX FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>								
415.01 HOTEL/MOTEL TAX	525,000	525,000	0	144,430.70	125,580.23	0.00	399,419.77	23.92
TOTAL TAXES	525,000	525,000	0	144,430.70	125,580.23	0.00	399,419.77	23.92
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	5,000	5,000	0	1,384.58	4,319.09	0.00	680.91	86.38
459.10 DONATIONS- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.15 TX DEPT OF PUBLIC SAFE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISC INCOME- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	5,000	5,000	0	1,384.58	4,319.09	0.00	680.91	86.38
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 101	80,158	80,158	0	6,679.83	26,719.32	0.00	53,438.68	33.33
TOTAL INTERGOVERNMENTAL REVENUE	80,158	80,158	0	6,679.83	26,719.32	0.00	53,438.68	33.33
<u>TOTAL REVENUES</u>								
	610,158	610,158	0	152,495.11	156,618.64	0.00	453,539.36	25.67

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

101-HOTEL OCCUPANCY TAX FUND
HOTEL OCCUPANCY TAX
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
MATERIALS & SUPPLIES								
51000529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.90 PROMOTIONAL ITEMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
SERVICES								
51000531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.04 DUES, SUBSCR, & PUBLIC	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
51000531.06 ADVERTISING	60,000	60,000	0	3,236.82	16,323.06	0.00	43,676.94	27.21
51000531.07 SPECIAL EVENT-FLIP FLO	50,000	50,000	0	0.00	6,235.88	0.00	43,764.12	12.47
51000531.09 SPECIAL EVENT-OTHER	126,500	126,500	0	951.67	34,306.33	0.00	92,193.67	27.12
51000531.10 TOURISM & EVENTS MANAG	75,000	75,000	0	0.00	25,000.00	0.00	50,000.00	33.33
51000531.11 WARRIORS WEEKEND	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.01 AUDIT FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.08 MASTER PLAN - STUDIES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.90 PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.14 CONTRACTED SERVICES	4,000	4,000	0	0.00	1,800.00	0.00	2,200.00	45.00
51000536.01 ELECTRICITY	0	0	0	0.00	0.00	0.00	0.00	0.00
51000539.90 OTHER SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	334,000	334,000	0	4,188.49	83,665.27	0.00	250,334.73	25.05
SUNDRY								
51000551.02 CONTRIB-MAIN STREET PR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000551.08 CONTRIB-FESTIVAL OF LI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000551.09 CHAMBER OF COMMERCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FUND 501 UTY	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.033000 XFER OUT-TCF GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.10 XFER OUT- FD 001- ADMI	279,765	279,765	0	23,313.75	93,255.00	0.00	186,510.00	33.33
51000553.15 XFER OUT- FUND 201 VET	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.40 TML CONFERENCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.98 CONTINGENCY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	279,765	279,765	0	23,313.75	93,255.00	0.00	186,510.00	33.33
CAPITAL EXPENDITURES								
51000562.03 CE - BUILDING & IMPROV	0	0	0	0.00	0.00	11,620.00 (	11,620.00)	0.00
51000563.05 CE- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	11,620.00 (	11,620.00)	0.00
TOTAL HOTEL OCCUPANCY TAX	613,765	613,765	0	27,502.24	176,920.27	11,620.00	425,224.73	30.72
TOTAL EXPENDITURES	613,765	613,765	0	27,502.24	176,920.27	11,620.00	425,224.73	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	(3,607)	(3,607)	0	124,992.87 (	20,301.63)	(11,620.00)	28,314.63	884.99

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

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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	6,289,288	6,289,288	0	480,841.11	1,807,257.47	0.00	4,482,030.53	28.74
FINES & FORFEITURES	90,000	90,000	0	5,598.91	22,655.39	0.00	67,344.61	25.17
OTHER REVENUE	107,000	107,000	0	12,570.30	42,467.71	0.00	64,532.29	39.69
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>131,463</u>	<u>626,051</u>	<u>(494,588)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>626,051.00</u>	<u>0.00</u>
TOTAL REVENUES	6,617,751	7,112,339	(494,588)	499,010.32	1,872,380.57	0.00	5,239,958.43	26.33
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	113,800	164,969	(51,169)	10,495.59	61,236.18	26,349.28	77,383.54	53.09
REVENUE BOND DEBT SERVICE	0	0	0	0.00	0.00	0.00	0.00	0.00
BILLING	422,664	422,664	0	26,847.72	96,874.67	55,885.50	269,903.83	36.14
MAINTENANCE	1,466,008	1,466,008	0	39,727.73	260,117.88	121,634.12	1,084,256.00	26.04
WASTEWATER TREATMENT	967,623	1,462,211	(494,588)	46,992.71	196,967.82	292,877.43	972,365.75	33.50
WATER PRODUCTION	0	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE COLLECTION	0	0	0	0.00	0.00	0.00	0.00	0.00
NON-DEPARTMENTAL	<u>4,290,421</u>	<u>4,290,421</u>	<u>0</u>	<u>184,484.78</u>	<u>1,382,032.27</u>	<u>0.00</u>	<u>2,908,388.73</u>	<u>32.21</u>
TOTAL EXPENDITURES	7,260,516	7,806,273	(545,757)	308,548.53	1,997,228.82	496,746.33	5,312,297.85	31.95
REVENUES OVER/(UNDER) EXPENDITURES	(642,765)	(693,934)	51,169	190,461.79	(124,848.25)	(496,746.33)	(72,339.42)	89.58

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
431.11 WATER-METERED	2,500,000	2,500,000	0	194,200.91	696,638.21	0.00	1,803,361.79	27.87
431.12 WATER-BULK	0	0	0	0.00	869.66	0.00	(869.66)	0.00
431.13 WATER-METERED COUNTY	80,000	80,000	0	5,998.37	24,020.22	0.00	55,979.78	30.03
431.21 SEWER RESIDENTIAL	1,250,000	1,250,000	0	85,833.68	328,653.33	0.00	921,346.67	26.29
431.22 SEWER COMMERCIAL	800,000	800,000	0	67,443.61	254,500.82	0.00	545,499.18	31.81
431.23 SEWER COUNTY	43,000	43,000	0	3,915.74	15,527.46	0.00	27,472.54	36.11
431.25 SEWER-LOW PRESSURE (LP	975	975	0	105.00	375.00	0.00	600.00	38.46
431.31 WASTE-GARBAGE COLLECTI	911,373	911,373	0	76,804.23	289,048.86	0.00	622,324.14	31.72
431.32 SPRING CLEANUP	100,000	100,000	0	1,282.05	20,824.47	0.00	79,175.53	20.82
431.41 MAIN LINE EXTENSIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
432.05 GBRA FEES	517,440	517,440	0	42,917.52	171,274.44	0.00	346,165.56	33.10
432.11 WATER TAPS	20,000	20,000	0	1,320.00	2,260.00	0.00	17,740.00	11.30
432.12 WATER - CAPITAL RECOVER	0	0	0	0.00	0.00	0.00	0.00	0.00
432.21 SEWER TAPS	4,000	4,000	0	600.00	1,200.00	0.00	2,800.00	30.00
432.22 SEWER -CAPITAL RECOVER	0	0	0	0.00	0.00	0.00	0.00	0.00
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	1,000	1,000	0	270.00	360.00	0.00	640.00	36.00
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	30.00	270.00	0.00	730.00	27.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	30.00	1,300.00	0.00	58,700.00	2.17
432.64 SERVICE TEMP WATER	500	500	0	90.00	135.00	0.00	365.00	27.00
432.65 SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
432.70 WATER OUTSIDE CITY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	6,289,288	6,289,288	0	480,841.11	1,807,257.47	0.00	4,482,030.53	28.74
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	90,000	90,000	0	5,598.91	22,655.39	0.00	67,344.61	25.17
449.03 CASH OVER-UB	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES	90,000	90,000	0	5,598.91	22,655.39	0.00	67,344.61	25.17
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	25,000	25,000	0	4,771.84	15,558.49	0.00	9,441.51	62.23
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.01 COST RECOVERIES (LABOR	0	0	0	0.00	0.00	0.00	0.00	0.00
459.03 RETURNED CHECK FEE	1,000	1,000	0	60.00	450.00	0.00	550.00	45.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	3,717.26	17,219.31	0.00	17,780.69	49.20
459.07 CLAIMS, SETTLEMENTS, A	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08 CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	4,020.00	8,237.00	0.00	34,763.00	19.16
459.11 AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	1,000.00	0.00	(1,000.00)	0.00
459.14 FAMILY INS REIMB	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISCELLANEOUS INCOME	1,000	1,000	0	1.20	2.91	0.00	997.09	0.29
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	107,000	107,000	0	12,570.30	42,467.71	0.00	64,532.29	39.69

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.01 XFER IN- VARIOUS FUNDS	131,463	626,051	(494,588)	0.00	0.00	0.00	626,051.00	0.00
493.02 XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.13 XFER IN-'96 REV BONDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.14 XFER IN-'96 SERIES WW/	0	0	0	0.00	0.00	0.00	0.00	0.00
493.15 XFER IN-FUND 217	0	0	0	0.00	0.00	0.00	0.00	0.00
493.21.6 XFER IN- FUND 216	0	0	0	0.00	0.00	0.00	0.00	0.00
493.21.9 XFER IN-FUND 219	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
493.90 XFER IN-CAPITAL PROJ-P	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	131,463	626,051	(494,588)	0.00	0.00	0.00	626,051.00	0.00
<u>TOTAL REVENUES</u>								
	6,617,751	7,112,339	(494,588)	499,010.32	1,872,380.57	0.00	5,239,958.43	26.33

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>									
<u>SERVICES</u>									
50070536.5132	CABLE & INTERNET	3,200	3,200	0	118.92	475.68	0.00	2,724.32	14.87
50070536.5133	CABLE & INTERNET	2,500	2,500	0	99.10	881.16	0.00	1,618.84	35.25
50070536.5134	CABLE & INTERNET	<u>2,000</u>	<u>2,000</u>	<u>0</u>	<u>0.00</u>	<u>550.61</u>	<u>0.00</u>	<u>1,449.39</u>	<u>27.53</u>
TOTAL SERVICES		7,700	7,700	0	218.02	1,907.45	0.00	5,792.55	24.77
 <u>MAINTENANCE</u>									
50070542.5132	CONTRACTED SERVICE- UT	73,500	73,500	0	0.00	24,144.50	0.00	49,355.50	32.85
50070542.5133	CONTRACTED SERVICES- U	6,000	6,000	0	0.00	8,547.00	0.00	(2,547.00)	142.45
50070542.5134	CONTRACTED SERVICES- W	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
50070542.9800	CONTRACTED SERVICE- AL	<u>20,600</u>	<u>71,769</u>	<u>(51,169)</u>	<u>10,277.57</u>	<u>26,637.23</u>	<u>26,349.28</u>	<u>18,782.49</u>	<u>73.83</u>
TOTAL MAINTENANCE		106,100	157,269	(51,169)	10,277.57	59,328.73	26,349.28	71,590.99	54.48
<hr/>									
TOTAL TECHNOLOGY SERVICES		<u>113,800</u>	<u>164,969</u>	<u>(51,169)</u>	<u>10,495.59</u>	<u>61,236.18</u>	<u>26,349.28</u>	<u>77,383.54</u>	<u>53.09</u>

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

501-PUBLIC UTILITY FUND
REVENUE BOND DEBT SERVICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
55120532.01 AUDITING & FINANCIAL S	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
55120552.01 DEBT SERVICE-PRINCIPAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55120552.01311 DEBT SERVICE-PRINCIPAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55120552.01312 DEBT SERVICE-PRINCIPAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55120552.023001 DEBT SERVICE-INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
55120552.023011 DEBT SERVICE INTEREST-	0	0	0	0.00	0.00	0.00	0.00	0.00
55120552.023012 DEBT SERVICE INTEREST-	0	0	0	0.00	0.00	0.00	0.00	0.00
55120553.033011 XFER OUT-'96 PUF CONST	0	0	0	0.00	0.00	0.00	0.00	0.00
55120553.033012 XFER OUT-'96 PUF CONST	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>TOTAL REVENUE BOND DEBT SERVICE</u>								
	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
BILLING
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
55132511.01 SALARIES & WAGES	199,227	199,227	0	13,633.78	52,862.29	0.00	146,364.71	26.53
55132511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
55132511.07 SALARIES & WAGES-OVERT	5,000	5,000	0	31.16	925.14	0.00	4,074.86	18.50
55132512.05 EMPLOYER-SOCIAL SECURI	15,241	15,241	0	1,411.03	4,565.79	0.00	10,675.21	29.96
55132512.10 EMPLOYER-T.M.R.S.	11,784	11,784	0	799.39	3,532.74	0.00	8,251.26	29.98
55132512.20 GROUP H/D INS PREMIUMS	72,669	72,669	0	5,374.78	21,499.40	0.00	51,169.60	29.59
55132512.30 WORKER'S COMPENSATION	1,517	1,517	0	0.00	1,061.95	0.00	455.05	70.00
55132512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	305,438	305,438	0	21,250.14	84,447.31	0.00	220,990.69	27.65
MATERIALS & SUPPLIES								
55132521.01 OFFICE	4,500	4,500	0	0.00	748.05	0.00	3,751.95	16.62
55132521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
55132521.03 POSTAGE	250	250	0	14.13	62.01	0.00	187.99	24.80
55132522.03 LABORATORY SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
55132522.04 CHEMICAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
55132523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
55132523.03 CLEANING & JANITORIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55132524.01 UNIFORMS	700	700	0	119.04	937.67	0.00	237.67	133.95
55132525.01 FUEL	3,000	3,000	0	281.64	705.77	0.00	2,294.23	23.53
55132526.01 GENERAL SAFETY & TOOLS	500	500	0	143.54	235.94	0.00	264.06	47.19
55132526.02 TRAFFIC SAFETY	0	0	0	0.00	0.00	0.00	0.00	0.00
55132526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
55132526.90 SAFETY SUPPLIES - OTHE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132528.01 NON-CAP ACQ-SM TOOLS/A	0	0	0	0.00	0.00	0.00	0.00	0.00
55132528.03 NON-CAPITALIZED ASSETS	500	500	0	0.00	0.00	0.00	500.00	0.00
55132528.06 NON-CAP ACQ-INSTR-APPA	0	0	0	0.00	0.00	0.00	0.00	0.00
55132528.07 NON-CAP ACQ-COMM EQUIP	0	0	0	0.00	0.00	0.00	0.00	0.00
55132529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
55132529.11 LIGHTING & DECORATION	0	0	0	84.81	84.81	0.00	84.81	0.00
55132529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	9,450	9,450	0	643.16	2,774.25	0.00	6,675.75	29.36
SERVICES								
55132531.01 TRAVEL & TRAINING	2,000	2,000	0	15.00	15.00	0.00	1,985.00	0.75
55132531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
55132531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
55132531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
55132531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
55132531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
55132532.01 AUDITING & FINANCIAL S	0	0	0	0.00	0.00	0.00	0.00	0.00
55132532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55132532.22 SOFTWARE MAINT-INCODE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
55132533.13 ALARM SYSTEM	0	0	0	0.00	0.00	0.00	0.00	0.00
55132533.14 CONTRACTED SERVICES	49,200	49,200	0	4,565.25	8,710.48	0.00	40,489.52	17.70

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
BILLING
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
55132533.20 TESTING SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
55132534.90 LEASE-(NON)-CAPITAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55132536.01 ELECTRICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55132536.02 TELEPHONE	3,000	3,000	0	367.17	685.13	0.00	2,314.87	22.84
55132536.04 GAS	0	0	0	0.00	0.00	0.00	0.00	0.00
55132536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	54,200	54,200	0	4,947.42	9,410.61	0.00	44,789.39	17.36
MAINTENANCE								
55132542.03 R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
55132543.04 R & M- IMPROVEMENT OTB	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
55132543.05 R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132543.10 MAINS & HYDRANTS-WATER	0	0	0	0.00	0.00	0.00	0.00	0.00
55132543.11 SERVICE LINES-WATER &	0	0	0	0.00	0.00	0.00	0.00	0.00
55132543.113000 METER BOXES-CURB STOPS	0	0	0	0.00	0.00	0.00	0.00	0.00
55132543.17 WATER PUMPING FACILITI	0	0	0	0.00	0.00	0.00	0.00	0.00
55132544.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
55132544.50 R & M- FURNITURE & EQU	500	500	0	0.00	0.00	0.00	500.00	0.00
55132544.51 MAINTENANCE CONTRACTS	1,600	1,600	0	0.00	0.00	0.00	1,600.00	0.00
55132544.52 IBM PRINTER MAINT	0	0	0	0.00	0.00	0.00	0.00	0.00
55132544.55 R & M- VEHICLES & TRAI	2,000	2,000	0	7.00	18.50	0.00	1,981.50	0.93
55132544.60 R & M- RADIOS & INSTRU	400	400	0	0.00	224.00	0.00	176.00	56.00
55132544.6020 METER MAINTENANCE	35,000	35,000	0	0.00	0.00	55,885.50 (	20,885.50)	159.67
55132544.602000 METER MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132544.65 R & M- MACHINERY & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	40,500	40,500	0	7.00	242.50	55,885.50 (	15,628.00)	138.59
SUNDRY								
55132551.11 VEHICLE LEASES	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
55132552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55132552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.04 REIMBURSE-DEPOSITS	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.05 REFUND OF COLLECTED RE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.06 BAD DEPT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132554.90 MISC	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
CAPITAL EXPENDITURES								
55132563.05 CE-INFRA - MASS METER	0	0	0	0.00	0.00	0.00	0.00	0.00
55132564.51 COMPUTER INCODE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
55132564.60 CAP EXP--RADIOS, INSTR	0	0	0	0.00	0.00	0.00	0.00	0.00
55132564.6020 METER MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
55132564.65 CE- MACHINERY & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00

TOTAL BILLING	422,664	422,664	0	26,847.72	96,874.67	55,885.50	269,903.83	36.14
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
MAINTENANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
55133511.01 SALARIES & WAGES	419,542	419,542	0	21,646.70	78,195.86	0.00	341,346.14	18.64
55133511.06 SALARY & WAGES- TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
55133511.07 SALARIES & WAGES-OVERT	50,000	50,000	0	3,832.68	14,412.20	0.00	35,587.80	28.82
55133512.05 EMPLOYER-SOCIAL SECURI	32,095	32,095	0	2,793.25	8,216.26	0.00	23,878.74	25.60
55133512.10 EMPLOYER-T.M.R.S.	24,816	24,816	0	1,490.55	6,014.51	0.00	18,801.49	24.24
55133512.20 GROUP H/D INS PREMIUMS	46,952	46,952	0	3,734.46	15,610.50	0.00	31,341.50	33.25
55133512.30 WORKER'S COMPENSATION	12,838	12,838	0	0.00	8,986.99	0.00	3,851.01	70.00
55133512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	586,243	586,243	0	33,497.64	131,436.32	0.00	454,806.68	22.42
<u>MATERIALS & SUPPLIES</u>								
55133521.01 OFFICE	1,500	1,500	0	114.18	393.84	0.00	1,106.16	26.26
55133521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
55133521.03 POSTAGE	200	200	0	23.77	33.42	0.00	166.58	16.71
55133522.01 SUPPLIES-AG/BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55133522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55133522.90 CHEMICAL, MEDICAL, AG.	0	0	0	0.00	0.00	0.00	0.00	0.00
55133523.03 CLEANING & JANITORIAL	500	500	0	90.33	210.77	0.00	289.23	42.15
55133524.01 UNIFORMS	5,500	5,500	0	305.10	938.00	0.00	4,562.00	17.05
55133525.01 FUEL	25,000	25,000	0	1,162.35	6,956.47	0.00	18,043.53	27.83
55133525.02 DIESEL FUEL TAX EXPENS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133526.01 GENERAL SAFETY & TOOLS	5,000	5,000	0	123.63	560.37	0.00	4,439.63	11.21
55133526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
55133528.03 NON- CAPITALIZED ASSET	9,000	9,000	0	0.00	4,537.30	0.00	4,462.70	50.41
55133528.07 NON-CAP ACQ-COMM EQUIP	0	0	0	0.00	0.00	0.00	0.00	0.00
55133528.90 NON-CAP ACQ-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
55133529.11 LIGHTING & DECORATIVE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133529.80 MTR'LS SUPPLIES EMERGE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	46,700	46,700	0	1,819.36	13,630.17	0.00	33,069.83	29.19
<u>SERVICES</u>								
55133531.01 TRAVEL & TRAINING	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
55133531.03 LICENSES & CERTIFICATE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
55133531.04 DUES, SUBSCR., & PUBLI	750	750	0	0.00	0.00	0.00	750.00	0.00
55133531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
55133531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
55133531.90 GENERAL SERVICES - OTH	0	0	0	0.00	0.00	0.00	0.00	0.00
55133532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55133532.04 ENGINEERING	0	0	0	0.00	0.00	0.00	0.00	0.00
55133533.02 SOLID WASTE COLLECTION	0	0	0	0.00	0.00	0.00	0.00	0.00
55133533.03 XFER OUT-INTERFUND	0	0	0	0.00	0.00	0.00	0.00	0.00
55133533.06 INSPECTION SERVICES	20,000	20,000	0	0.00	15,018.50	0.00	4,981.50	75.09
55133533.061000 INSPECTION SERVICE-TNR	0	0	0	0.00	0.00	0.00	0.00	0.00
55133533.062000 INSPECTION SERVICE-STO	0	0	0	0.00	0.00	0.00	0.00	0.00
55133533.14 CONTRACTED SERVICES	215,000	215,000	0	240.74	287.99	50,538.90	164,173.11	23.64

CITY OF PORT LAVACA
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501-PUBLIC UTILITY FUND
MAINTENANCE
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
55133533.20	TESTING SERVICES	30,000	30,000	0	2,740.67	9,200.65	0.00	20,799.35	30.67
55133534.10	CAPITAL LEASES	0	0	0	0.00	0.00	0.00	0.00	0.00
55133534.90	LEASES & RENTALS	4,500	4,500	0	0.00	866.00	0.00	3,634.00	19.24
55133536.01	ELECTRICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55133536.02	TELEPHONE	4,500	4,500	0	621.94	1,602.87	0.00	2,897.13	35.62
55133536.04	GAS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL SERVICES	279,250	279,250	0	3,603.35	26,976.01	50,538.90	201,735.09	27.76
MAINTENANCE									
55133542.03	R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.05	R & M- INFRASTRUCTURE	60,000	60,000	0	0.00	0.00	0.00	60,000.00	0.00
55133543.10	MAINT & HYDRANTS-WATER	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.1010	R & M- INF- WATER MAIN	160,000	160,000	0	32.67	19,105.92	7,234.46	133,659.62	16.46
55133543.1020	R & M- INF- SEWER MAIN	80,000	80,000	0	6.17	958.54	816.76	78,224.70	2.22
55133543.102000	SEWER MAINS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.105000	JUNCTION BOXES	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.11	SERVICE LINES-WATER &	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.1110	R & M- INF- SERVICE LN	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.1120	R & M- INF- SERVICE LN	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.1130	R & M- INF- MTR BXS/CU	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.15	SEWER TRMT PLANT	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.151000	SEWER PLANTS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.152000	LIFT STATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133543.17	WATER STORAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.45	FURNITURE & FIXTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.50	R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.51	MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.55	R & M- VEHICLES & TRAI	8,000	8,000	0	226.39	9,148.85	0.00	1,148.85	114.36
55133544.60	R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.6020	R & M- METER MAINTENAN	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
55133544.602000	METER MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133544.65	R & M- MACHINERY & EQU	25,000	25,000	0	0.00	675.47	923.50	23,401.03	6.40
55133544.67	R & M PRIVATE I&I PROG	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
55133544.70	I & I IMPROVEMENTS	75,000	75,000	0	0.00	56,018.00	4,912.50	14,069.50	81.24
55133544.90	MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL MAINTENANCE	463,000	463,000	0	265.23	85,906.78	13,887.22	363,206.00	21.55
SUNDRY									
55133551.11	VEHICLE LEASES	20,815	20,815	0	542.15	2,168.60	0.00	18,646.40	10.42
55133552.10	DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133552.20	DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.10	XFER OUT- FD 217	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.18	XFER OUT- FUND 165	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.20	XFER OUT- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
55133554.02	GAIN/LOSS ON INVENTORY	0	0	0	0.00	0.00	0.00	0.00	0.00
55133554.03	COURT COST, FINES & DA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL SUNDRY	20,815	20,815	0	542.15	2,168.60	0.00	18,646.40	10.42

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
MAINTENANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>CAPITAL EXPENDITURES</u>								
55133563.05 CE- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133563.102000 SEWER MAINS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133563.15 SEWER TRMT PLANTS	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.01 CAP EXP-HYD CUTTER	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.60 RADIOS, INSTRUMENTS &	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.65 CE- MACHINERY & EQUIPM	70,000	70,000	0	0.00	0.00	57,208.00	12,792.00	81.73
55133564.67 VALVE EXERCISE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	70,000	70,000	0	0.00	0.00	57,208.00	12,792.00	81.73
TOTAL MAINTENANCE	<u>1,466,008</u>	<u>1,466,008</u>	<u>0</u>	<u>39,727.73</u>	<u>260,117.88</u>	<u>121,634.12</u>	<u>1,084,256.00</u>	<u>26.04</u>

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
WASTEWATER TREATMENT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
55134511.01 SALARIES & WAGES	171,595	171,595	0	7,857.76	30,259.62	0.00	141,335.38	17.63
55134511.04 SALARIES & WAGES-OPERA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
55134511.07 SALARIES & WAGES-OVERT	8,000	8,000	0	957.45	4,542.91	0.00	3,457.09	56.79
55134512.05 EMPLOYER-SOCIAL SECURI	13,127	13,127	0	908.00	2,993.10	0.00	10,133.90	22.80
55134512.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
55134512.10 EMPLOYER-T.M.R.S.	10,150	10,150	0	515.69	2,213.49	0.00	7,936.51	21.81
55134512.20 GROUP H/D INS PREMIUMS	65,830	65,830	0	1,140.96	3,219.00	0.00	62,611.00	4.89
55134512.30 WORKER'S COMPENSATION	5,251	5,251	0	0.00	3,675.86	0.00	1,575.14	70.00
55134512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	273,953	273,953	0	11,379.86	46,903.98	0.00	227,049.02	17.12
MATERIALS & SUPPLIES								
55134521.01 OFFICE	500	500	0	0.00	0.00	0.00	500.00	0.00
55134521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
55134521.03 PHOTOGRAPHY	0	0	0	0.00	0.00	0.00	0.00	0.00
55134522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55134522.03 LABORATORY	20,000	20,000	0	240.48	3,044.89	11,351.96	5,603.15	71.98
55134522.04 CHEMICAL	8,000	8,000	0	0.00	0.00	0.00	8,000.00	0.00
55134522.90 CHEMICAL, MEDICAL & AG	0	0	0	0.00	0.00	0.00	0.00	0.00
55134523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
55134523.03 CLEANING & JANITORIAL	300	300	0	0.00	0.00	0.00	300.00	0.00
55134524.01 UNIFORMS	1,900	1,900	0	59.52	191.15	0.00	1,708.85	10.06
55134525.01 FUEL	7,500	7,500	0	108.32	863.50	0.00	6,636.50	11.51
55134526.01 GENERAL SAFETY & TOOLS	2,000	2,000	0	0.00	839.16	0.00	1,160.84	41.96
55134526.90 SAFETY SUPPLIES - OTHE	0	0	0	0.00	0.00	0.00	0.00	0.00
55134528.02 NON-CAP ACQ-MACHINERY-	0	0	0	0.00	0.00	0.00	0.00	0.00
55134528.03 NON-CAPITALIZED ASSETS	2,250	2,250	0	0.00	0.00	0.00	2,250.00	0.00
55134528.04 NON-CAP ACQ-SAFETY EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
55134528.05 NON-CAP ACQ-COMP HDWR/	0	0	0	0.00	0.00	0.00	0.00	0.00
55134528.06 NON-CAP ACQ-INSTR-APPA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134528.07 NON-CAP ACQ-COMM EQUIP	0	0	0	0.00	0.00	0.00	0.00	0.00
55134529.10 AGGREGATE MATERIALS	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
55134529.11 LIGHTING & DECORATIVE	0	0	0	0.00	0.00	0.00	0.00	0.00
55134529.80 MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
55134529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	47,450	47,450	0	408.32	4,938.70	11,351.96	31,159.34	34.33
SERVICES								
55134531.01 TRAVEL & TRAINING	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
55134531.03 LICENSES & CERTIFICATE	750	750	0	0.00	0.00	0.00	750.00	0.00
55134531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
55134531.05 ADVERTISING & LIGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
55134531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
55134531.90 DISPOSAL SERVICES-SLUD	50,000	50,000	0	500.00	515.00	0.00	49,485.00	1.03
55134532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
WASTEWATER TREATMENT
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
55134532.04	CIVIL SERVICES (ENG/ARC	0	0	0	0.00	0.00	0.00	0.00	0.00
55134532.25	BANKING SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
55134532.90	PROFESSIONAL-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
55134533.06	INSPECTION SERVICES	30,000	30,000	0	0.00	18,247.60	0.00	11,752.40	60.83
55134533.061000	INSPECTION SERVICE-TNR	0	0	0	0.00	0.00	0.00	0.00	0.00
55134533.14	CONTRACTED SERVICES	15,000	15,000	0	0.00	3,344.45	50,538.90 (	38,883.35)	359.22
55134533.20	TESTING SERVICES	35,000	35,000	0	3,940.37	7,874.04	45,000.00 (	17,874.04)	151.07
55134533.90	JANITORIAL-LAWN-PEST	0	0	0	0.00	0.00	0.00	0.00	0.00
55134534.01	LEASE/RENTS-RIGHT-OF-W	0	0	0	0.00	0.00	0.00	0.00	0.00
55134534.40	SLUDGE DISPOSAL	0	0	0	0.00	0.00	0.00	0.00	0.00
55134534.90	LEASES & RENTALS	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
55134536.01	ELECTRICITY	150,044	150,044	0	13,789.11	37,632.41	0.00	112,411.59	25.08
55134536.02	TELEPHONE	800	800	0	40.18	151.82	0.00	648.18	18.98
55134536.03	WATER	31,000	31,000	0	3,137.10	8,887.16	0.00	22,112.84	28.67
55134536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
55134539.02	PENALTIES, SERVICE CHG	0	0	0	0.00	0.00	0.00	0.00	0.00
55134539.90	OTHER SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES		322,094	322,094	0	21,406.76	76,652.48	95,538.90	149,902.62	53.46
<u>MAINTENANCE</u>									
55134542.03	R & M- BUILDING	10,000	10,000	0	112.50	204.63	0.00	9,795.37	2.05
55134543.05	R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
55134543.10	R & M- LIFT STATIONS	100,000	100,000	0	6,146.54	47,491.81	58,006.07 (	5,497.88)	105.50
55134543.111000	SERVICE LINES-WATER	0	0	0	0.00	0.00	0.00	0.00	0.00
55134543.17	R & M- WWTP	100,000	100,000	0	747.49	10,985.10	0.00	89,014.90	10.99
55134543.20	R & M- SEWER-LOW PRESS	15,000	15,000	0	6,558.16	6,558.16	53,851.40 (	45,409.56)	402.73
55134544.45	FURNITURE & FIXTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
55134544.50	OFFICE EQUIPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
55134544.55	R & M- VEHICLES & TRAI	4,000	4,000	0	203.08	264.50	0.00	3,735.50	6.61
55134544.60	R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
55134544.65	R & M- MACHINERY & EQU	8,000	8,000	0	30.00	1,780.00	0.00	6,220.00	22.25
55134544.70	I & I IMPROVEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
55134544.90	MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE		237,000	237,000	0	13,797.77	67,284.20	111,857.47	57,858.33	75.59
<u>SUNDRY</u>									
55134551.11	VEHICLE LEASES	25,663	25,663	0	0.00	0.00	0.00	25,663.00	0.00
55134552.10	DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134552.20	DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.10	XFER OUT- FD 217	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.13	XFER OUT- CAP-SERVICE	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.14	XFER OUT- LIFTSTA VILL	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.165	XFER OUT- FUND 165 HAZ	0	0	0	0.00	0.00	0.00	0.00	0.00
55134554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY		25,663	25,663	0	0.00	0.00	0.00	25,663.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
WASTEWATER TREATMENT
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>CAPITAL EXPENDITURES</u>									
55134562.03	CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
55134563.05	CE- INFRASTRUCTURE	0	494,588	(494,588)	0.00	1,188.46	11,666.54	481,733.00	2.60
55134563.15	SEWER PLANTS/LIFT STAT	0	0	0	0.00	0.00	0.00	0.00	0.00
55134563.1510	TCDP GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
55134563.1511	TCDP GRANT-CITY MATCH	0	0	0	0.00	0.00	0.00	0.00	0.00
55134563.1512	ALAMO HGTS-SEWER PROJ	0	0	0	0.00	0.00	0.00	0.00	0.00
55134564.55	CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
55134564.65	CE- MACHINERY & EQUIPM	61,463	61,463	0	0.00	0.00	62,462.56	(999.56)	101.63
TOTAL CAPITAL EXPENDITURES		61,463	556,051	(494,588)	0.00	1,188.46	74,129.10	480,733.44	13.55
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TOTAL WASTEWATER TREATMENT		967,623	1,462,211	(494,588)	46,992.71	196,967.82	292,877.43	972,365.75	33.50
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

501-PUBLIC UTILITY FUND
WATER PRODUCTION
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
55140533.03 CANYON RESERVE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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SUNDRY								
55140553.03 GBRA 07 BOND-CLEARWELL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
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CAPITAL EXPENDITURES								
55140563.17 WATER PUMPING FACILITI	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL WATER PRODUCTION	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

501-PUBLIC UTILITY FUND
SOLID WASTE COLLECTION
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
55150533.05 SALES TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL SOLID WASTE COLLECTION	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
59800511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.01 EMPLOYEE SERVICE PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.03 GROUP H/D INS CLAIMS	100	100	0	0.00	0.00	0.00	100.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	325	325	0	0.00	295.00	0.00	30.00	90.77
59800512.10 EMPLOYER- TMRS	300	300	0	0.00	235.63	0.00	64.37	78.54
59800512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.31 UNEMPLOYMENT INSURANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
59800512.40 SAFETY PAY	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
TOTAL PERSONNEL SERVICES	10,725	10,725	0	0.00	530.63	0.00	10,194.37	4.95
<u>MATERIALS & SUPPLIES</u>								
59800524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>								
59800531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
59800531.04 DUES, SUBSCR & PUBLICA	0	0	0	0.00	0.00	0.00	0.00	0.00
59800531.05 ADVERTISING & LEGAL NO	500	500	0	42.87	167.82	0.00	332.18	33.56
59800531.07 PUBLIC & EMPLOYEE RELA	500	500	0	0.00	0.00	0.00	500.00	0.00
59800531.13 SHIPPING & FREIGHT	200	200	0	0.00	15.00	0.00	185.00	7.50
59800532.01 AUDIT FEES	16,000	16,000	0	5,312.50	5,312.50	0.00	10,687.50	33.20
59800532.02 AUDIT FEES-SPECIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
59800532.03 GBRA FEE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800532.06 HEALTH & FITNESS	3,000	3,000	0	396.65	518.85	0.00	2,481.15	17.30
59800532.07 LEGAL - REGULAR	1,500	1,500	0	105.00	105.00	0.00	1,395.00	7.00
59800532.08 LEGAL- SPECIAL	35,000	35,000	0	0.00	12,000.00	0.00	23,000.00	34.29
59800533.01 WATER PURCHASES- GBRA	1,489,727	1,489,727	0	2,544.36	241,342.00	0.00	1,248,385.00	16.20
59800533.02 RAW WATER- GBRA	517,440	517,440	0	43,120.00	129,360.00	0.00	388,080.00	25.00
59800533.04 SERVICE GARBAGE COLLEC	911,373	911,373	0	76,214.40	228,005.08	0.00	683,367.92	25.02
59800533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800534.01 RIGHTS-OF-WAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.01 GENERAL LIABILITY INSU	29,652	29,652	0	0.00	31,591.99	0.00	1,939.99	106.54
59800535.02 PUBLIC OFFICIALS LIAB	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.04 FLEET LIABILITY INSURA	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.08 PROPERTY INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.09 AUTO PHYSICAL DAMAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.10 WINDSTORM INS	74,335	74,335	0	0.00	0.00	0.00	74,335.00	0.00
59800535.21 SURETY-DISHONESTY BOND	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.90 SELF-INSURANCE COST	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	3,079,227	3,079,227	0	127,735.78	648,418.24	0.00	2,430,808.76	21.06

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

501-PUBLIC UTILITY FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>MAINTENANCE</u>								
59800542.55 TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
59800552.02 DEBT SERVICE-INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
59800552.03 BOND ISSUANCE COSTS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800552.05 AMORTIZATION OF BOND D	0	0	0	0.00	0.00	0.00	0.00	0.00
59800552.20 PRI & INT. EXPENSE (103,275) (	103,275)	103,275)	0	0.00	0.00	0.00 (	103,275.00)	0.00
59800552.21 CAPITAL CONTRACT P&I	512,495	512,495	0	0.00	512,495.13	0.00 (	0.13)	100.00
59800553.01 XFER OUT- FD 001 GF AD	562,974	562,974	0	46,914.50	187,658.00	0.00	375,316.00	33.33
59800553.02 XFER OUT - FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.03 XFER OUT- FD 316- '07	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.05 XFER OUT- FD 317- '11	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.050214 XFER OUT-TWDB & 96' BO	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.07 XFER OUT- FD 319	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.09 XFER OUT- FD 321- '16	103,275	103,275	0	0.00	0.00	0.00	103,275.00	0.00
59800553.12 XFER OUT- FUND 001 SPR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.13 XFER OUT- TCDP WATERLI	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.14 XFER OUT-FUND 001 SERV	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.15 XFER OUT- FD 160	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.16 XFER OUT- FD 216- '96	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.17 XFER OUT- FD 160 COURT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.18 XFER OUT- FD 219	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.29 MERIT PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.50 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.08 GAIN/LOSS SALE OF ASSE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.82 AMORTIZATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.83 LOSS ON DISPOSITION OF	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.84 BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.85 FIXED ASSET RECORDS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.89 MITIGATION-HARBOR OF R	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.90 MISCELLANEOUS	2,000	2,000	0	25.00	110.00	0.00	1,890.00	5.50
59800554.91 CREDIT CARD FEES	83,000	83,000	0	9,809.50	32,820.27	0.00	50,179.73	39.54
59800554.98 CONTINGENCY	40,000	40,000	0	0.00	0.00	0.00	40,000.00	0.00
TOTAL SUNDRY	1,200,469	1,200,469	0	56,749.00	733,083.40	0.00	467,385.60	61.07
<u>CAPITAL EXPENDITURES</u>								
59800564.50 OFFICE EQUIPMENT-CAPIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	4,290,421	4,290,421	0	184,484.78	1,382,032.27	0.00	2,908,388.73	32.21
TOTAL EXPENDITURES	7,260,516	7,806,273 (	545,757)	308,548.53	1,997,228.82	496,746.33	5,312,297.85	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(642,765) (	693,934)	51,169	190,461.79 (	124,848.25) (	496,746.33) (	72,339.42)	89.58

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

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Section VII. Item #D.

503-BEACH OPERATING FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	182,500	182,500	0	7,322.26	21,757.52	0.00	160,742.48	11.92
OTHER REVENUE	4,500	4,500	0	2,558.96	9,293.70	0.00	4,793.70	206.53
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>176,703</u>	<u>176,703</u>	<u>0</u>	<u>14,725.25</u>	<u>58,901.00</u>	<u>0.00</u>	<u>117,802.00</u>	<u>33.33</u>
TOTAL REVENUES	363,703	363,703	0	24,606.47	89,952.22	0.00	273,750.78	24.73
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	<u>189,142</u>	<u>189,142</u>	<u>0</u>	<u>9,656.65</u>	<u>41,549.99</u>	<u>0.00</u>	<u>147,592.01</u>	<u>21.97</u>
TOTAL EXPENDITURES	189,142	189,142	0	9,656.65	41,549.99	0.00	147,592.01	21.97
REVENUES OVER/ (UNDER) EXPENDITURES	174,561	174,561	0	14,949.82	48,402.23	0.00	126,158.77	27.73

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

503-BEACH OPERATING FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
433.01 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10 R V RENTALS	180,000	180,000	0	7,322.26	21,757.52	0.00	158,242.48	12.09
433.30 PAVILLION RENTALS	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
TOTAL USER & SERVICE CHARGES	182,500	182,500	0	7,322.26	21,757.52	0.00	160,742.48	11.92
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	2,000	2,000	0	2,558.96	8,785.45	0.00	(6,785.45)	439.27
459.03 RETURNED CHECK FEE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	2,500	2,500	0	0.00	508.25	0.00	1,991.75	20.33
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	4,500	4,500	0	2,558.96	9,293.70	0.00	(4,793.70)	206.53
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 001	176,703	176,703	0	14,725.25	58,901.00	0.00	117,802.00	33.33
493.16.6 XFER IN- FD 162	0	0	0	0.00	0.00	0.00	0.00	0.00
493.21.8 XFER IN- FD 218	0	0	0	0.00	0.00	0.00	0.00	0.00
493.22.1 XFER IN- FD 221	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87 XFER IN-EQUITY	0	0	0	0.00	0.00	0.00	0.00	0.00
493.90 XFER IN-LH BEACH	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	176,703	176,703	0	14,725.25	58,901.00	0.00	117,802.00	33.33
TOTAL REVENUES	363,703	363,703	0	24,606.47	89,952.22	0.00	273,750.78	24.73

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

503-BEACH OPERATING FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50070536.503 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

503-BEACH OPERATING FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	34,577	34,577	0	2,675.82	9,819.68	0.00	24,757.32	28.40
51000511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.05 SALARIES & WAGES-MAINT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	68.56	874.42	0.00	874.42)	0.00
51000512.02 AUTO ALLOWANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	2,645	2,645	0	274.86	869.88	0.00	1,775.12	32.89
51000512.10 EMPLOYER-T.M.R.S.	2,045	2,045	0	160.55	695.60	0.00	1,349.40	34.01
51000512.20 GROUP H/D INS PREMIUMS	19,664	19,664	0	1,640.32	6,561.37	0.00	13,102.63	33.37
51000512.30 WORKER'S COMPENSATION	846	846	0	0.00	592.23	0.00	253.77	70.00
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.50 VACATION PAY EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	59,777	59,777	0	4,820.11	19,413.18	0.00	40,363.82	32.48
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,000	1,000	0	0.00	49.95	0.00	950.05	5.00
51000521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000521.03 PHOTOGRAPHY	0	0	0	0.00	0.00	0.00	0.00	0.00
51000521.04 MILEAGE REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000521.90 OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
51000522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000522.90 CHEMICAL, MEDICAL & AG	0	0	0	0.00	0.00	0.00	0.00	0.00
51000523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
51000523.03 CLEANING & JANITORIAL	300	300	0	0.00	97.93	0.00	202.07	32.64
51000523.04 CONCESSION PRODUCTS &	0	0	0	0.00	0.00	0.00	0.00	0.00
51000524.01 UNIFORMS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000526.01 GENERAL SAFETY & TOOLS	250	250	0	24.99	73.97	0.00	176.03	29.59
51000526.03 PROTECTIVE CLOTHING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000526.90 SAFETY SUPPLIES - OTHE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000527.01 RECRETIONAL SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000528.01 NON-CAP ACQ-SMALL TOOL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000528.02 NON-CAP ACQ-MACHINERY-	0	0	0	0.00	0.00	0.00	0.00	0.00
51000528.03 NON-CAPITALIZED ASSETS	250	250	0	0.00	0.00	0.00	250.00	0.00
51000528.04 SAFETY EQUIPMENT & DEV	0	0	0	0.00	0.00	0.00	0.00	0.00
51000528.05 NON-CAP ACQ-COMP HDWR/	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11 LIGHTING & DECORATIVE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	1,800	1,800	0	24.99	221.85	0.00	1,578.15	12.33

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

503-BEACH OPERATING FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
51000531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.04 DUES, SUBSCR., & PUBLI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.08 RECREATIONAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.01 AUDIT FEES	950	950	0	625.00	625.00	0.00	325.00	65.79
51000532.02 CREDIT CARD DISCOUNT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.04 CIVIL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.06 HEALTH & FITNESS	0	0	0	37.00	111.00	0.00	111.00	0.00
51000532.07 LEGAL - REGULAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.14 CONTRACTED SERVICES	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
51000534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000535.01 GENERAL LIABILITY INSU	4,511	4,511	0	0.00	4,425.27	0.00	85.73	98.10
51000535.08 PROPERTY INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000535.10 WINDSTORM INS	12,390	12,390	0	0.00	0.00	0.00	12,390.00	0.00
51000536.01 ELECTRICITY	35,000	35,000	0	848.35	2,935.59	0.00	32,064.41	8.39
51000536.02 TELEPHONE	450	450	0	85.72	176.31	0.00	273.69	39.18
51000536.03 WATER	30,000	30,000	0	791.98	3,236.27	0.00	26,763.73	10.79
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
51000536.503 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
51000539.90 OTHER SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	84,801	84,801	0	2,388.05	11,509.44	0.00	73,291.56	13.57
<u>MAINTENANCE</u>								
51000541.01 LAND	0	0	0	0.00	0.00	0.00	0.00	0.00
51000541.02 LANDSCAPING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.03 R & M- BUILDING	2,000	2,000	0	228.80	220.61	0.00	1,779.39	11.03
51000543.04 R & M- IMPROVEMENT OTB	10,000	10,000	0	368.71	1,839.67	0.00	8,160.33	18.40
51000543.05 R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.30 MARINE STRUCTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.40 OTHER STRUCTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000544.50 R & M- FURNITURE & EQU	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
51000544.55 R & M- VEHICLES & TRAI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000544.65 R & M- MACHINERY & EQU	1,000	1,000	0	6.42	17.90	0.00	982.10	1.79
51000544.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000544.90 MISC-OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	14,000	14,000	0	603.93	2,078.18	0.00	11,921.82	14.84

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

503-BEACH OPERATING FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
51000552.02 DEBT SERVICE-INT-'95 C	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03 BOND ISSUANCE COST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FD 001- ADM	2,764	2,764	0	230.33	921.32	0.00	1,842.68	33.33
51000553.02 XFER OUT- FD 166 BIG G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.04 XFER OUT- FD 218 PIER	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.17 XFER OUT- FD 162 DREDG	15,000	15,000	0	1,250.00	5,000.00	0.00	10,000.00	33.33
51000554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.83 LOSS ON DISPOSAL OF AS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.90 MISCELLANEOUS	0	0	0	30.00	120.00	0.00 (	120.00)	0.00
51000554.91 CREDIT CARD FEES	6,000	6,000	0	217.84	1,157.63	0.00	4,842.37	19.29
51000554.95 RV BOOKING FEES	5,000	5,000	0	91.40	638.40	0.00	4,361.60	12.77
51000554.98 CONTINGENCY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	28,764	28,764	0	1,819.57	7,837.35	0.00	20,926.65	27.25
<u>CAPITAL EXPENDITURES</u>								
51000561.02 LAND & IMPROVEMENTS OT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.04 XFER OUT- FD 503- REC	0	0	0	0.00	0.00	0.00	0.00	0.00
51000563.05 CE- INFRASTRUCTURE	0	0	0	0.00	489.99	0.00 (	489.99)	0.00
51000564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	489.99	0.00 (	489.99)	0.00
TOTAL OPERATIONS	189,142	189,142	0	9,656.65	41,549.99	0.00	147,592.01	21.97
TOTAL EXPENDITURES	189,142	189,142	0	9,656.65	41,549.99	0.00	147,592.01	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	174,561	174,561	0	14,949.82	48,402.23	0.00	126,158.77	27.73

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

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	705,843	705,843	0	67,284.33	218,307.57	0.00	487,535.43	30.93
FINES & FORFEITURES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
OTHER REVENUE	6,666	6,666	0	2,717.34	11,121.25	0.00	(4,455.25)	166.84
GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	70,001.67	233,988.03	0.00	1,504,512.97	13.46
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,500	1,500	0	118.44	355.32	0.00	1,144.68	23.69
CITY HARBOR	17,000	17,000	0	0.00	0.00	0.00	17,000.00	0.00
HARBOR OF REFUGE	125,000	125,000	0	21.60	25,443.09	12,755.15	86,801.76	30.56
SMITH HARBOR	51,000	51,000	0	0.00	0.00	3,386.09	47,613.91	6.64
NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
OPERATIONS	1,856,044	1,856,044	0	20,499.88	78,177.24	0.00	1,777,866.76	4.21
NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00	(66.52)	0.00
TOTAL EXPENDITURES	2,065,544	2,065,544	0	20,639.92	104,042.17	16,141.24	1,945,360.59	5.82
REVENUES OVER/ (UNDER) EXPENDITURES	(327,043)	(327,043)	0	49,361.75	129,945.86	(16,141.24)	(440,847.62)	34.80-

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

504-PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	9,920.99	31,126.73	0.00	83,873.27	27.07
436.02 CITY HARBOR-TARIFFS	0	0	0	0.00	0.00	0.00	0.00	0.00
436.09 HOR - DAILY DOCK RENTA	5,000	5,000	0	5,200.00	14,000.00	0.00	9,000.00	280.00
436.10 HOR - RENTAL	18,043	18,043	0	0.00	4,296.06	0.00	13,746.94	23.81
436.11 HOR - DOCK LEASES	280,000	280,000	0	20,280.68	77,381.77	0.00	202,618.23	27.64
436.12 TARIFFS	110,000	110,000	0	16,615.64	29,876.77	0.00	80,123.23	27.16
436.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	80.00	0.00	420.00	16.00
436.21 N L-DOCK LEASE	80,000	80,000	0	6,925.40	28,153.10	0.00	51,846.90	35.19
436.22 N L -BLDG LEASE	73,600	73,600	0	6,676.62	26,498.14	0.00	47,101.86	36.00
436.23 N L - BLDG RENTAL	4,500	4,500	0	0.00	300.00	0.00	4,200.00	6.67
436.24 SMITH HARBOR RENT	19,200	19,200	0	1,665.00	6,595.00	0.00	12,605.00	34.35
439.99 BAD DEBT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	705,843	705,843	0	67,284.33	218,307.57	0.00	487,535.43	30.93
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
TOTAL FINES & FORFEITURES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	6,066	6,066	0	2,685.09	8,766.10	0.00	2,700.10	144.51
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.03 RETURNED CHECK FEE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	2,095.65	0.00	2,095.65	0.00
459.71 WASHER-DRYER INCOME	600	600	0	32.25	259.50	0.00	340.50	43.25
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	6,666	6,666	0	2,717.34	11,121.25	0.00	4,455.25	166.84
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN- 206 FARE FUND	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
493.90 XFER IN- FD 165	0	0	0	0.00	0.00	0.00	0.00	0.00
494.01 EQUITY CARRY-FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	70,001.67	233,988.03	0.00	1,504,512.97	13.46

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	118.44	355.32	0.00	1,144.68	23.69
TOTAL SERVICES	1,500	1,500	0	118.44	355.32	0.00	1,144.68	23.69
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TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	118.44	355.32	0.00	1,144.68	23.69
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
CITY HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
<u>SERVICES</u>								
50800533.20 CONTRACTED SERV-CITY H	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
TOTAL SERVICES	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
 <u>MAINTENANCE</u>								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
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TOTAL CITY HARBOR	17,000	17,000	0	0.00	0.00	0.00	17,000.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
HARBOR OF REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
<u>SERVICES</u>								
50820533.20 CONTRACTED SERV- HOR	25,000	25,000	0	0.00	24,532.25	12,755.15	(12,287.40)	149.15
TOTAL SERVICES	25,000	25,000	0	0.00	24,532.25	12,755.15	(12,287.40)	149.15
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<u>MAINTENANCE</u>								
50820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	21.60	910.84	0.00	99,089.16	0.91
TOTAL MAINTENANCE	100,000	100,000	0	21.60	910.84	0.00	99,089.16	0.91
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TOTAL HARBOR OF REFUGE	125,000	125,000	0	21.60	25,443.09	12,755.15	86,801.76	30.56
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
SMITH HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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SERVICES								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	0.00	0.00	3,386.09	46,613.91	6.77
TOTAL SERVICES	50,000	50,000	0	0.00	0.00	3,386.09	46,613.91	6.77
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MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
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TOTAL SMITH HARBOR	51,000	51,000	0	0.00	0.00	3,386.09	47,613.91	6.64
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
<u>SERVICES</u>								
50860533.20 CONTRACTED SERV- NL MA	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
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<u>MAINTENANCE</u>								
50860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50860542.21 R & M- INSFRAS- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.27 R & M- IMPROV OTB- NL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
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TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
51000511.01 SALARIES & WAGES	75,966	75,966	0	5,847.68	23,380.72	0.00	52,585.28	30.78
51000511.02 SALARIES & WAGES-CLERI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	4,515	4,515	0	640.50	1,920.72	0.00	2,594.28	42.54
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	342.08	1,413.36	0.00	3,046.64	31.69
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	953.18	3,812.78	0.00	7,133.22	34.83
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,260.04	0.00	539.96	70.00
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	98,187	98,187	0	7,783.44	31,787.62	0.00	66,399.38	32.37
<u>MATERIALS & SUPPLIES</u>								
51000521.01 OFFICE	1,200	1,200	0	70.37	237.72	0.00	962.28	19.81
51000521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000521.03 POSTAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000522.01 AG & BOTANICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
51000523.03 CLEANING & JANITORIAL	10,500	10,500	0	1,431.60	3,043.99	0.00	7,456.01	28.99
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	0.00	148.09	0.00	151.91	49.36
51000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
51000529.90 MATERIALS & SUPPLIES-O	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	19,000	19,000	0	1,501.97	3,429.80	0.00	15,570.20	18.05
<u>SERVICES</u>								
51000531.01 TRAVEL & TRAINING	500	500	0	568.76	568.76	0.00 (	68.76)	113.75
51000531.04 DUES, SUBSCR., & PUBLI	5,700	5,700	0	0.00	199.95	0.00	5,500.05	3.51
51000531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.06 PROMOTIONAL ADV-MATERI	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.90 DISPOSAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.01 AUDIT FEES	3,500	3,500	0	1,250.00	1,250.00	0.00	2,250.00	35.71
51000532.03 MEDICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.04 CIVIL ENGINEERING SERV	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.05 ENGINEERING-GRANTS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	15,000	15,000	0	810.00	810.00	0.00	14,190.00	5.40
51000532.08 LEGAL- SPECIAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.06 INSPECTION SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.09 JANITORIAL-CONTRACTED	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	261.31	4,925.79	0.00	19,074.21	20.52
51000534.90 NON-CAP LEASE/RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
51000535.01 GENERAL LIABILITY INSU	2,819	2,819	0	0.00	3,547.76	0.00 (	728.76)	125.85

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
51000535.08	PROPERTY INSURANCE	0	0	0	0.00	0.00	0.00	0.00
51000535.10	WINDSTORM INS	21,681	21,681	0	0.00	0.00	21,681.00	0.00
51000535.11	FLOOD INS	1,700	1,700	0	0.00	0.00	1,700.00	0.00
51000536.01	ELECTRICITY	26,955	26,955	0	2,274.48	6,550.50	20,404.50	24.30
51000536.02	TELEPHONE	2,000	2,000	0	297.33	649.53	1,350.47	32.48
51000536.03	WATER	3,300	3,300	0	309.85	1,126.54	2,173.46	34.14
51000536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00
TOTAL SERVICES	107,155	107,155	0	5,771.73	19,628.83	0.00	87,526.17	18.32

MAINTENANCE

51000541.02	LANDSCAPING	15,000	15,000	0	0.00	0.00	15,000.00	0.00
51000542.03	R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00
51000542.21	R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00
51000542.25	R & M- BUILD (NAUTICAL	11,000	11,000	0	9.99	9.99	10,990.01	0.09
51000543.04	R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	2,500.00	0.00
51000543.05	R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00
51000543.06	R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00
51000543.22	R & M- BUILD (CITY HAR	0	0	0	0.00	0.00	0.00	0.00
51000543.30	MARINE STRUCTURES	0	0	0	0.00	0.00	0.00	0.00
51000544.50	R & M- FURNITURE & EQU	6,000	6,000	0	0.00	0.00	6,000.00	0.00
51000544.55	R & M- VEHICLES & TRAI	500	500	0	6.00	24.00	476.00	4.80
51000544.65	R & M- MACHINERY & EQU	200	200	0	0.00	0.00	200.00	0.00
51000544.75	DREDGING	0	0	0	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	35,200	35,200	0	15.99	33.99	0.00	35,166.01	0.10

SUNDRY

51000551.11	VEHICLE LEASES	13,992	13,992	0	0.00	0.00	13,992.00	0.00
51000552.02	PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00
51000552.03	BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00
51000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00
51000552.25	DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00
51000553.01	XFER OUT- FD 001- ADMI	65,121	65,121	0	5,426.75	21,707.00	43,414.00	33.33
51000553.02	XFER OUT- FD 310- '08	124,813	124,813	0	0.00	0.00	124,813.00	0.00
51000553.03	XFER OUT-FUND 164	0	0	0	0.00	0.00	0.00	0.00
51000553.033006	XFER OUT-'91 DEBT	0	0	0	0.00	0.00	0.00	0.00
51000553.03306	XFER OUT-'91 REV BOND	0	0	0	0.00	0.00	0.00	0.00
51000553.040130	PAYING AGENT FEE	0	0	0	0.00	0.00	0.00	0.00
51000553.040131	XFER OUT	0	0	0	0.00	0.00	0.00	0.00
51000553.05	XFER OUT- FD 322 - 201	130,576	130,576	0	0.00	0.00	130,576.00	0.00
51000553.13	XFER OUT- FD 165	0	0	0	0.00	0.00	0.00	0.00
51000553.18	XFER OUT-PIER REBUILD-	0	0	0	0.00	0.00	0.00	0.00
51000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00
51000553.65	XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00
51000553.80	XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00
51000554.06	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00
51000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00
51000554.82	UNREIMBURSED GOVERNMEN	0	0	0	0.00	0.00	0.00	0.00
51000554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00
51000554.98	CONTINGENCY	0	0	0	0.00	0.00	0.00	0.00
TOTAL SUNDRY	334,502	334,502	0	5,426.75	21,707.00	0.00	312,795.00	6.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
CAPITAL EXPENDITURES								
51000561.01 LAND	0	0	0	0.00	0.00	0.00	0.00	0.00
51000561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	1,590.00	0.00 (	1,590.00)	0.00
51000562.03 CE- BUILDING & IMPROV	95,000	95,000	0	0.00	0.00	0.00	95,000.00	0.00
51000563.04 CAP EXP-IMPROVEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000563.05 CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	0.00	1,167,000.00	0.00
51000563.30 MARINE STRUCTURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	1,262,000	1,262,000	0	0.00	1,590.00	0.00	1,260,410.00	0.13
TOTAL OPERATIONS								
	1,856,044	1,856,044	0	20,499.88	78,177.24	0.00	1,777,866.76	4.21

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2023

Section VII. Item #D.

504-PORT & HARBORS FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	0.00	36.98	0.00 (	36.98)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	29.54	0.00 (	29.54)	0.00
59800512.40 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	66.52	0.00 (	66.52)	0.00
<u>SUNDRY</u>								
59800551.203 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00 (	66.52)	0.00
<hr/>								
TOTAL EXPENDITURES	2,065,544	2,065,544	0	20,639.92	104,042.17	16,141.24	1,945,360.59	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	49,361.75	129,945.86 (	16,141.24)	(440,847.62)	34.80-

*** END OF REPORT ***

COMMUNICATION

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

INFORMATION:

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	City of Port Lavaca	State:	TX
Authorized Official:	Jack Whitlow, Mayor		
Address 1:	202 N. Virginia Street		
Address 2:			
City, State, Zip:	Port Lavaca, TX 77979		
Phone:	361-552-9793		
Email:	jwhitlow@portlavaca.org		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Jack Whitlow

Title: Mayor

Date: _____

EXHIBIT K¹**Subdivision Participation and Release Form**

Governmental Entity:	City of Port Lavaca	State:	TX
Authorized Official:	Jack Whitlow, Mayor		
Address 1:	202 N. Virginia Street		
Address 2:			
City, State, Zip:	Port Lavaca, TX 77979		
Phone:	361-552-9793		
Email:	jwhitlow@portlavaca.org		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Jack Whitlow

Title: Mayor

Date: _____

EXHIBIT K**Subdivision Participation and Release Form***[Draft]*

Governmental Entity:	City of Port Lavaca	State:	TX
Authorized Official:	Jack Whitlow, Mayor		
Address 1:	202 N. Virginia Street		
Address 2:			
City, State, Zip:	Port Lavaca, TX 77979		
Phone:	361-552-9793		
Email:	jwhitlow@portlavaca.org		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Jack Whitlow

Title: Mayor

Date: _____

EXHIBIT K**Subdivision Participation Form**

Governmental Entity:	City of Port Lavaca	State:	TX
Authorized Official:	Jack Whitlow, Mayor		
Address 1:	202 N. Virginia Street		
Address 2:			
City, State, Zip:	Port Lavaca, TX 77979		
Phone:	361-552-9793		
Email:	jwhitlow@portlavaca.org		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____ Jack Whitlow

Title: _____ Mayor

Date: _____

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, 2023 to September 30, 2023. 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.
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. Will pay for the cost of repairs and replacement of parts and equipment with purchases of over \$50 approved by the City.
 - C. Will maintain landscape.
 - D. Pay for electricity
 - E. Will pay phone bill.
 - F. Will provide cleaning supplies and test kits
 - G. Will provide pre-season maintenance/cleaning and preparation.
 - H. Will work with the YMCA of the Golden Crescent, Inc to promote 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 personell 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 its 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, 2023 to September 30, 2023.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, this 13th day of February, 2023.

Jack Whitlow
Mayor, City of Port Lavaca

Michele Morales
Executive Director
Calhoun CountyYMCA

EXHIBIT A**HOURS OF OPERATION AND EXPECTED STAFFING WILL BE:**

Some adjustments may have to be made due to COVID-19.

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 either 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.

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

INFORMATION:

Subject: Re: FW: Butler's Appointment Expires February 2nd
From: "Mandy Grant" <mgrant@portlavaca.org>
Sent: 1/16/2023 11:15:58 AM
To: "JoAnna P. \"Jody\" Weaver, P. E." <jweaver@portlavaca.org>;
CC: "Rachel Garza" <rgarza@portlavaca.org>;

Ok Jody, it's on agenda for 02-13-23.
Thanks, Mandy

----- Original Message -----

From "Jody Weaver" <jweaver@portlavaca.org>
To "Mandy Grant" <mgrant@portlavaca.org>
Cc rgarza@portlavaca.org
Date 1/16/2023 11:09:36 AM
Subject FW: Butler's Appointment Expires February 2nd

Mandy,
Use this email as backup for the February agenda item.

From: wrbutler@comcast.net <wrbutler@comcast.net>
Sent: Monday, January 16, 2023 9:30 AM
To: 'Jody Weaver' <jweaver@portlavaca.org>
Cc: alex131davila@yahoo.com; 'Rachel Garza' <rgarza@portlavaca.org>; 'Mandy Grant' <mgrant@portlavaca.org>
Subject: RE: Butler's Appointment Expires February 2nd

Hello Jody,

I would like to continue to serve on the City of Port Lavaca Port Commission. I understand the position I'm filling now will expire on February 2nd.

Thank you so much,

Raymond

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: **FEBRUARY 13, 2023** **AGENDA ITEM #** _____

DATE: 2/8/2023

TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER., INTERIM CITY MANAGER

SUBJECT: APPOINTMENT/REAPPOINTMENT OF RECREATION AND PARKS
BOARD MEMBER

BACKGROUND:

The Recreation and Parks Board has a term that will expired in February for William “Bill” Reagan. Reagan has requested to be reappointed to the Recreation and Parks Board by submitting a letter of interest. There are no term limits established and the full term is for a period of two (2) years.

FINANCIAL IMPLICATIONS:

IMPACT ON COMMUNITY SUSTAINABILITY:

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

See letter of interest from Bill Regan attached.

Dear Recreation and Parks Board,

My name is Bill Reagan and I would like to re-apply for the position of Board Member.

I have been a lifetime resident of Port Lavaca and graduated from Calhoun in 1995. I am married with 4 daughters. I worked for Alcoa as a process Operator for 16 years and currently employed with Formosa for the past 6 years. With experience in chairing meetings and strategic solutions, I believe my proven leadership skills will prove useful again to this Board.

Here are some of my personal achievements within the last 9 years.

- Volunteered and help organize a 5K and fundraiser for the Harbor.
- Volunteered for the Juneteenth Celebration.
- Volunteered with the Hardhead Derby.
- Volunteered and helped organize a 5K and fundraiser for Dietrich Strong.
- Volunteered and helped organize a 5K and fundraiser for the Lucia Ornelas Foundation.
- Volunteered and helped organize a 5K and fundraiser for the Run for the Son.
- Active member of the Calhoun County Republican Club.
- Active member of the Recreation and Parks Board
- Active member of the Vision Committee

I know that I can continue to bring much benefit with my broad experience, educational qualifications and skills as I look forward to putting these towards a good cause. Please contact me by phone or email so that we can set up a face to face meeting. I look forward to hearing from you and thank you for your time.

Sincerely,

Bill Reagan

wjreagan2@yahoo.com

(361)652-6651

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 20, 2023

Subject: February 2023 Agenda Item

Submit annual Racial Profiling Report for the Port Lavaca Police Department per statute.

A handwritten signature in black ink, appearing to be "C. Rangnow", written over a horizontal line.

Chief Colin Rangnow

Port Lavaca Police Department

Racial Profiling Report | Full

Section VIII. Item #5.

Agency Name: PORT LAVACA POLICE DEPT.

Reporting Date: 01/19/2023

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 77979-3431

This Agency filed a full report

PORT LAVACA POLICE DEPT 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 DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PORT LAVACA POLICE DEPT. if the individual believes that a peace officer employed by the PORT LAVACA POLICE DEPT. 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 DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the PORT LAVACA POLICE DEPT. 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 DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133

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

Section VIII. Item #5.

Executed by: JUSTIN KLARE
Sergeant

Date: 01/19/2023

Total stops: 2298

Street address or approximate location of the stop

City street	1941
US highway	8
County road	6
State highway	339
Private property or other	4

Was race or ethnicity known prior to stop?

Yes	0
No	2298

Race / Ethnicity

Alaska Native / American Indian	4
Asian / Pacific Islander	64
Black	82
White	1510
Hispanic / Latino	638

Gender

Female	919
Alaska Native / American Indian	0
Asian / Pacific Islander	18
Black	19
White	658
Hispanic / Latino	224
Male	1379
Alaska Native / American Indian	4
Asian / Pacific Islander	46
Black	63
White	852
Hispanic / Latino	414

Reason for stop?

Violation of law	271
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	14
White	249

Hispanic / Latino	4
Preexisting knowledge	23
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	16
Hispanic / Latino	4
Moving traffic violation	1677
Alaska Native / American Indian	4
Asian / Pacific Islander	53
Black	51
White	1068
Hispanic / Latino	501
Vehicle traffic violation	327
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	15
White	177
Hispanic / Latino	129
Was a search conducted?	
Yes	53
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	20
Hispanic / Latino	23
No	2245
Alaska Native / American Indian	4
Asian / Pacific Islander	62
Black	74
White	1490
Hispanic / Latino	615
Reason for Search?	
Consent	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	13

Hispanic / Latino	14
Contraband	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	14
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	2
Hispanic / Latino	6
Inventory	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Incident to arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	3
Was Contraband discovered?	
Yes	15
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	4
Hispanic / Latino	5
No	38
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	16
Hispanic / Latino	18

Did the finding result in arrest?			
(total should equal previous column)			
Yes	0	No	0
Yes	0	No	2
Yes	0	No	4
Yes	2	No	2
Yes	1	No	4

Description of contraband**Section VIII. Item #5.****Drugs 9**

Alaska Native / American Indian 0

Asian / Pacific Islander 2

Black 1

White 2

Hispanic / Latino 4

Weapons 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Currency 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Alcohol 4

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 1

White 2

Hispanic / Latino 1

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 3

White 0

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	1749
Alaska Native / American Indian	3
Asian / Pacific Islander	51
Black	60
White	1166
Hispanic / Latino	469
Citation	544
Alaska Native / American Indian	1
Asian / Pacific Islander	13
Black	22
White	342
Hispanic / Latino	166
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
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	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3

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	2298
Alaska Native / American Indian	4
Asian / Pacific Islander	64
Black	82
White	1510
Hispanic / Latino	638

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Section VIII. Item #5.

Comparative Analysis

- Use TCOLE's auto generated analysis ☐
- Use Department's submitted analysis ☒

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Port Lavaca, TX PD

Jan 1, 2022 - Dec 31, 2022

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			
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.29%	4
	ASIAN/PACIFIC ISLANDER	3.34%	46
	BLACK	4.57%	63
	HISPANIC/LATINO	30.02%	414
	WHITE	61.78%	852
		100.00%	1,379
Total			2,298
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.24%	4
	ASIAN/PACIFIC ISLANDER	3.16%	53
	BLACK	3.04%	51
	HISPANIC/LATINO	29.87%	501
	WHITE	63.69%	1,068
		100.00%	1,677
PRE EXISTING KNOWLEDGE	ASIAN/PACIFIC ISLANDER	4.35%	1
	BLACK	8.70%	2
	HISPANIC/LATINO	17.39%	4
	WHITE	69.57%	16
		100.00%	23
VEHICLE TRAFFIC VIOLATION	ASIAN/PACIFIC ISLANDER	1.83%	6
	BLACK	4.59%	15
	HISPANIC/LATINO	39.45%	129
	WHITE	54.13%	177
		100.00%	327
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	1.48%	4

Port Lavaca, TX PD

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Texas TCOLE SB1187 Racial Profiling Report (2022)

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06. Reason for Stop?			
VIOLATION OF LAW	BLACK	5.17%	14
	HISPANIC/LATINO	1.48%	4
	WHITE	91.88%	249
		100.00%	271
Total			2,298
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.18%	4
	ASIAN/PACIFIC ISLANDER	2.76%	62
	BLACK	3.30%	74
	HISPANIC/LATINO	27.39%	615
	WHITE	66.37%	1,490
		100.00%	2,245
Y	ASIAN/PACIFIC ISLANDER	3.77%	2
	BLACK	15.09%	8
	HISPANIC/LATINO	43.40%	23
	WHITE	37.74%	20
		100.00%	53
Total			2,298
08. Reason for Search?			
CONSENT	BLACK	12.90%	4
	HISPANIC/LATINO	45.16%	14
	WHITE	41.94%	13
		100.00%	31
INCIDENT TO ARREST	HISPANIC/LATINO	50.00%	3
	WHITE	50.00%	3

Port Lavaca, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

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08. Reason for Search?			
		100.00%	6
INVENTORY	WHITE	100.00%	2
		100.00%	2
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.18%	4
	ASIAN/PACIFIC ISLANDER	2.76%	62
	BLACK	3.30%	74
	HISPANIC/LATINO	27.39%	615
	WHITE	66.37%	1,490
		100.00%	2,245
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	14.29%	2
	BLACK	28.57%	4
	HISPANIC/LATINO	42.86%	6
	WHITE	14.29%	2
		100.00%	14
Total			2,298

09. Was Contraband Discovered?			
N	BLACK	10.53%	4
	HISPANIC/LATINO	47.37%	18
	WHITE	42.11%	16
		100.00%	38
Y	ASIAN/PACIFIC ISLANDER	13.33%	2
	BLACK	26.67%	4
	HISPANIC/LATINO	33.33%	5

Port Lavaca, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

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09. Was Contraband Discovered?			
Y	WHITE	26.67%	4
		100.00%	15
Total			53
10. Description of Contraband			
ALCOHOL	BLACK	25.00%	1
	HISPANIC/LATINO	25.00%	1
	WHITE	50.00%	2
		100.00%	4
DRUGS	ASIAN/PACIFIC ISLANDER	30.00%	2
	BLACK	10.00%	1
	HISPANIC/LATINO	40.00%	4
	WHITE	20.00%	2
		100.00%	9
OTHER	BLACK	100.00%	3
		100.00%	3
Total			16
11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.18%	1
	ASIAN/PACIFIC ISLANDER	2.39%	13
	BLACK	4.04%	22
	HISPANIC/LATINO	30.51%	166
	WHITE	62.87%	342
		100.00%	544
CITATION AND ARREST	HISPANIC/LATINO	60.00%	3
	WHITE	40.00%	2

Port Lavaca, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

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11. Result of the Stop			
		100.00%	5
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.17%	3
	ASIAN/PACIFIC ISLANDER	2.92%	51
	BLACK	3.43%	60
	HISPANIC/LATINO	26.82%	469
	WHITE	66.67%	1,166
		100.00%	1,749
Total			2,298
12. Arrest Based On			
OUTSTANDING WARRANT	HISPANIC/LATINO	100.00%	3
		100.00%	3
VIOLATION OF TRAFFIC LAW	WHITE	100.00%	2
		100.00%	2
Total			5
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.17%	4
	ASIAN/PACIFIC ISLANDER	2.79%	64
	BLACK	3.57%	82
	HISPANIC/LATINO	27.76%	638
	WHITE	65.71%	1,510
		100.00%	2,298
Total			2,298
Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	33.33%	1
	WHITE	66.67%	2

Port Lavaca, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

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Was Arrest Due to Contraband Found?			
		100.00%	3
Y	HISPANIC/LATINO	100.00%	2
		100.00%	2
Total			5

COMMUNICATION

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

INFORMATION:

RESOLUTION NO. R-021323-1**A RESOLUTION OF THE CITY COUNCIL OF PORT LAVACA, TEXAS
AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING
TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM.**

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

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

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

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

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

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

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

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

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

INFORMATION:

**A RESOLUTION OF THE CITY COUNCIL OF PORT LAVACA, TEXAS,
AUTHORIZING THE SUBMISSION OF A 2023/2024 TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE
FOR THE COMMUNITY DEVELOPMENT FUND.**

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

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

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

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

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

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

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

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

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

**CITY OF PORT LAVACA
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at The City of Port Lavaca, 202 N. Virginia, Port Lavaca, TX 77979, (361) 552-9793 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at The City of Port Lavaca, 202 N. Virginia, Port Lavaca, TX 77979 or may call (361) 552-9793.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to The City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, The City of Port Lavaca shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of Port Lavaca, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by The City of Port Lavaca, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and The City of Port Lavaca:

3. The city must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held at or after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Port Lavaca shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

At a minimum, The City of Port Lavaca:

1. Shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

The City of Port Lavaca:

2. Shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use

of funds for three (3) years from closeout of the grant to the state. Such records made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Port Lavaca must comply with the following citizen participation requirements in the event that the city receives funds from the TxCDBG program:

The City of Port Lavaca:

1. Shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.

Upon completion of the TxCDBG project, The City of Port Lavaca:

2. Shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

The City of Port Lavaca:

4. Shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Jack Whitlow, Mayor

Date

**LA CIUDAD DE PORT LAVACA
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo," receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de Port Lavaca de dirección postal 202 N. Virginia, Port Lavaca, TX 77979, (361) 552-9793, en horario de oficina.

A continuación, se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a El Alcalde de la Ciudad en 202 N. Virginia, Port Lavaca, TX 77979, (361)552-9793.
2. Una copia de la queja o reclamación se transmitirá por el alcalde/el juez a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.

5. Si es necesario, la queja y una copia escrita de la investigación posterior se remite a TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse a las 5:00 pm o después en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un lista personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación.
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Jack Whitlow, Alcalde

Fecha

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), The City of Port Lavaca hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of The City of Port Lavaca to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of The City of Port Lavaca to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Port Lavaca will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Port Lavaca, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Jack Whitlow, Mayor

Date

Fair Housing Policy

In accordance with Fair Housing Act, The City of Port Lavaca hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Port Lavaca agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Port Lavaca agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Port Lavaca will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Port Lavaca, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Jack Whitlow, Mayor

Date

Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Port Lavaca hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Port Lavaca does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Port Lavaca recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Port Lavaca shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Port Lavaca shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Port Lavaca to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, The City of Port Lavaca, 202 N. Virginia, Port Lavaca, TX 77979-0105, (361) 552-9793, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of The City of Port Lavaca relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to The City of Port Lavaca within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Port Lavaca complies with Section 504 and HUD regulations.

Jack Whitlow, Mayor

Date

Code of Conduct Policy of The City of City of Port Lavaca

As a Grant Recipient of a TxCDBG contract, the City of Port Lavaca shall avoid, neutralize, or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Port Lavaca shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Port Lavaca shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to The City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Jack Whitlow, Mayor

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Information regarding Civil Rights Resolutions for CDBG Grants

The individual items in the TxCDBG Civil Rights Resolutions are policies all grant recipients must adopt at City Council or Commissioner's Court. The policies are outlined in the Housing and Urban Development federal regulations and enforced by the Texas Department of Agriculture as the pass-through agency for grant implementation.

The components of the Civil Rights Resolutions are explained below:

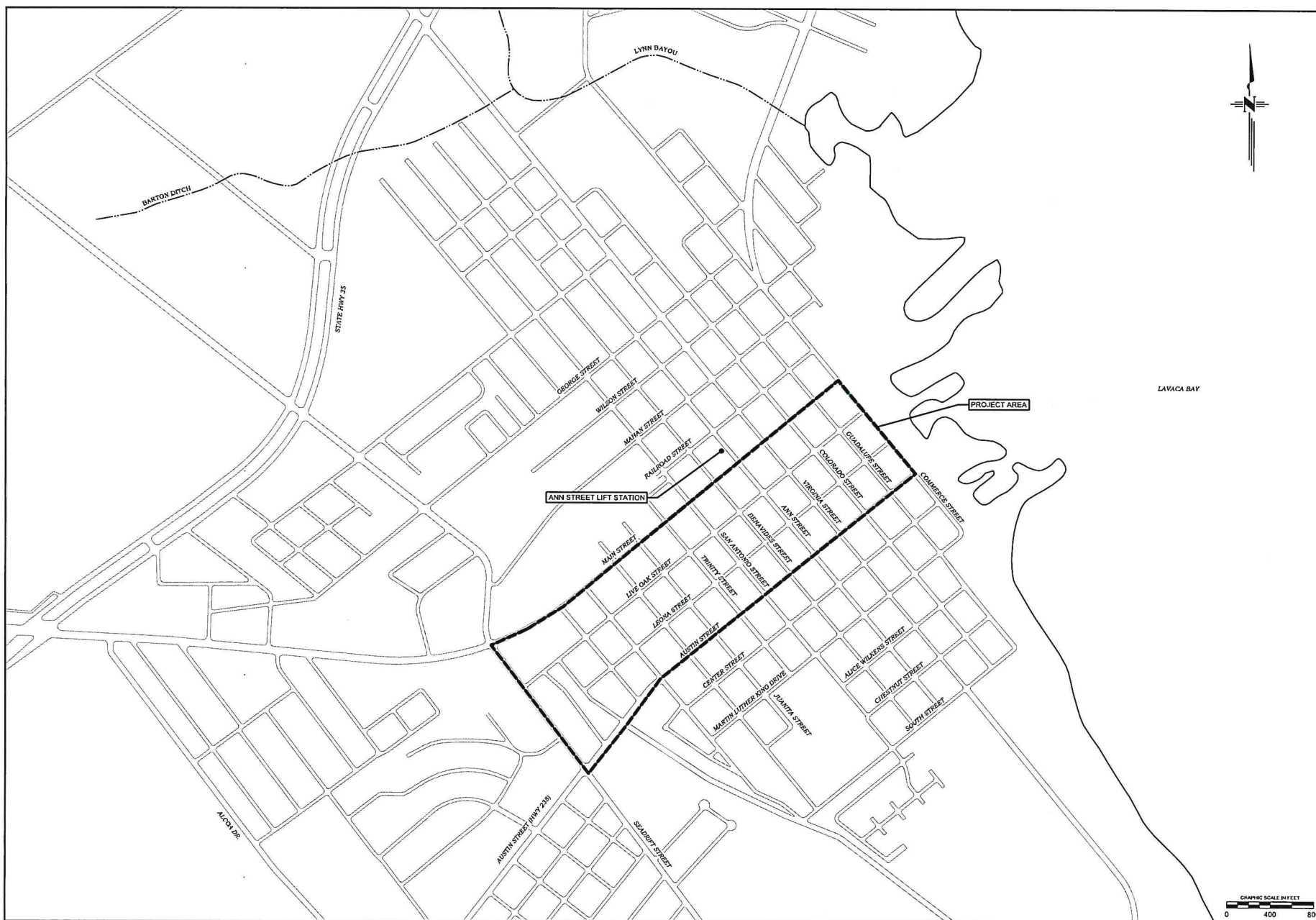
1. Citizen Participation Plan and Grievance Procedures (Form A1013)
 - This policy enacts procedures for encouraging public participation and for citizens to file complaints or grievances regarding services provided in the community's TxCDBG project.
 - If your community has a certain percentage of non-English speakers, then the procedures must also be provided to the community in that identified language.
2. Section 3 Policy
 - This policy enacts steps for your community to follow to provide job training, employment, and contracting opportunities to lower income residents or businesses that self-identify as Section 3 in the community.
3. Excessive Force Policy (Form A1003)
 - This policy enacts a plan to prohibit use of excessive force against any individual engaged in non-violent civil rights demonstrations.
4. Section 504 Policy and Grievance Procedures (Form A1004)
 - This policy states no individual with handicaps shall be excluded from participation or subject to discrimination in any program or activity of this grant.
 - The policy also enacts procedures to file complaints or grievances for any person who believes she or he is subjected to discrimination.
5. Limited English Proficiency (LEP) Standards and Plan (Form A1010)
 - This plan identifies if your community has a significant percentage of non-English speakers.
 - If the Census data indicates that a significant portion of the community population speaks English less than very well, your community must provide language assistance to ensure meaningful access to services in federally assisted programs and activities.
 - Activities which should be made accessible to LEP persons include:
 - Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects;
 - Publications regarding environmental reviews, civil rights, and other program requirements; and
 - Other program documents as needed.

6. Fair Housing Policy (Exhibit 1015)

- This policy enacts an agreement for the community to affirmatively further fair housing choice and plan at least one activity during the grant contract period. The activity for the community is declaring April as Fair Housing Month and running a public notice on Fair Housing in the local paper.

7. Code of Conduct Policy

- This policy enacts procedures intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the TxCDBG program.
- The policy outlines procedures to mitigate conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract.
- The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318.



THIS DOCUMENT IS PRELIMINARY AND
 WAS RELEASED FOR THE PURPOSE OF
 REVIEW UNDER THE AUTHORITY OF
 NATT A. GLAZE, P.E., TEXAS NO.
 99253 ON 07/13/21
 IT IS NOT TO BE RELIED UPON AS A
 COMPLETE ENGINEERING DOCUMENT

ISSUE

<input checked="" type="checkbox"/>	PRELIMINARY
<input type="checkbox"/>	REVIEW
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REVISIONS

1. *What is the main purpose of the study?*

2. *What are the research objectives?*

3. *What is the research methodology?*

4. *What are the results of the study?*

5. *What are the conclusions of the study?*

6. *What are the limitations of the study?*

7. *What are the implications of the study?*

8. *What are the future research directions?*

9. *What are the contributions of the study?*

10. *What are the key findings of the study?*

11. *What are the main results of the study?*

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2004 N. Commerce, Victoria, Texas 77901 • 361.578.9836
urbanvictoria.com • TREF# F-160

PROJECT

SANITARY SEWER IMPROVEMENTS

2023-2024 TxCDBG APPLICATION
PORT LAVACA, TX

TITLE

GRANT MAP

DATE	02/13/23
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JOB NUMBER	E23944.00
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SHEET

C1

PAGE 1 of 1

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 13, 2023**AGENDA ITEM __****DATE:** 02.08.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: MATAGORDA BAY MITIGATION TRUST \$200,000 GRANT AWARD**

BACKGROUND:

The Matagorda Bay Mitigation Trust issued Requests for Proposals on September 1, 2022 for their 2022-23 funding cycle. I prepared the attached application requesting \$200,000 for Phase 1 engineering costs for needed shoreline protection along approximately 1,800 linear feet of the east side of the former City Landfill at the Harbor of Refuge. Earlier in the year, we submitted this project for inclusion in the GLO 2023 Coastal Resiliency Master Plan and it was accepted. This Phase 1 engineering will accomplish 30% engineering design, the application for a GLO CEPR grant and submittal-ready Regulatory permitting. More information is available in the application document.

On January 4, 2023 I was notified that our project application entitled "Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection – Phase 1 Engineering" was approved for funding. (*award letter attached*)

Attached is a copy of the contract with the Matagorda Mitigation Trust. Anne Marie made a few minor edits which were OK'd by the Trust.

PROJECT STATUS UPDATE:

As you are aware, we are working with TCEQ on an immediate resolution to the erosion being seen on the northeast length of this shoreline. We have proposed a solution that involves cutting back the bank to a slope that is less susceptible to erosion. If approved, costs for this initial work will likely be paid for with CDBG-Mitigation appropriations. In our CEPR grant application, we are planning to apply to construct a concrete revetment mat that would provide long-term protection of this shoreline. If the CEPR grant application is approved, since the project is in the 2023 CRMP, GLO would use GOMESA funds to pay for 100% of the construction costs along with 60% of the engineering costs.

RECOMMENDATION: It is staff's recommendation to approve the contract with the Matagorda Mitigation Trust for \$200,000 in grant dollars.

ATTACHMENTS:

- Submitted RPFP 2022-2023-1 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
2022-2023 Funding Cycle

RFP # 2022-2023-1

Due October 17, 2022 5:00 P.M. C.S.T.

Respondent:

City of Port Lavaca



**202 N. Virginia Street
Port Lavaca, Texas 77979
www.portlavaca.org**

prepared by

JoAnna P. Weaver, P.E.
Interim City Manager

Contact phone: 361-827-3601

Contact fax: 361-552-6062

Contact email: jweaver@portlavaca.org

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

PART IV



MATAGORDA BAY MITIGATION TRUST

Deadline:
October 17, 2022
At 5:00 PM

Please contact Steven J. Raabe,
with any questions.
Trustee@mbmTrust.com

APPLICATION FORM - 2022-2023 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

*Note: Notifications will be sent electronically

Check the funding priority that applies to your proposed project:

Priority:

- ☐ Public Education
☐ Youth Camps
☐ Land for Pollution Prevention
☒ Public Access Improvement
☐ Environmental Research
☐ Environmental Advocacy
☐ Habitat Restoration

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**

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

3. Program/project name: **Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection* – Phase 1 Engineering** (30% design and COE permit application)
4. Implementation and conclusion dates of program/project: These proposed dates are based upon the best available information available at this time and may be different based upon actual funding available and timing of COE permit approval.

Phase 1 engineering:

- March 2023 – start of Phase 1 engineering
- December 2023 – 30% design completion and COE permit application ready

Future phases:

Phase 2 engineering:

- March 2024 – start of Phase 2 engineering
- October 2025 – Bid

Construction:

- December 2025 – Contract Award
- December 2026 - Construction Completion

* This project is to be included in the 2023 GLO Coastal Resiliency Master Plan and as such GLO would pay 60% of eligible engineering costs and 100% of eligible construction dollars.

5. Amount requested: **\$200,000**
6. Proposed project summary (100 words or less): Land south and west of the City's Harbor of Refuge was used as the Municipal Landfill from 1948 to 1977.

Land south and west of the City's Harbor of Refuge is a former Municipal Landfill, closed in 1979. Significant erosion has caused trash cells to become exposed along portions of the channel, posing a source of pollution into Lavaca Bay and creating an unsightly mess. The City proposes to construct approximately 1,800 linear feet of shoreline protection to address this issue. This project will be included in the 2023 GLO Coastal Resiliency Master Plan. Phase 1 engineering will provide 30% design, GLO CEPR grant application and submittal-ready Regulatory permitting.

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

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

population count 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.

This project is needed to respond to significant shoreline erosion that has occurred in recent years which has resulted in the exposure of trash cells which were deposited between 1948 and 1977 when the site was used as the City of Port Lavaca Municipal Landfill. The project will provide protection of this area to eliminate this unsightly source of pollution into Lavaca Bay and thereby improve the experience and use of these waters by fisherman and recreational boaters in and around the Harbor of Refuge. See attached photographs. *- Attachment C*

9. List the goals and objectives of the proposed project:

Specifically, the goals and objectives of the Phase 1 engineering is to perform the engineering necessary to fully scope the elements of the construction project in order to then prepare an application to the United States Corps of Engineers for construction approval and make application for a GLO CEPRA grant.

The construction goals and objectives of the construction project are

- To stop any further erosion of the shoreline and thus stop this source of pollution into the bay
- To provide protection of the shoreline from future erosion/damage from severe weather events
- The protection is proposed to be a combination of revetment and bulkhead in order to provide some access to safe barge loading and offloading operations

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:

- March 2023 – start of Phase 1 engineering (Mott MacDonald - Engineer)
- June 2023 - Submit GLO CEPRA grant application* for Phase 1 & Phase 2 Engineering (*showing in-kind match from the City and the Matagorda Bay Mitigation Trust (if awarded)*). (Mott MacDonald – Engineer)
- December 2023 – 30% design completion and COE permit application ready for submittal. The timing of the actual submittal of the COE permit application will be coordinated with the GLO CEPRA team and COE to

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

assure no gaps in funding that may be required if additional engineering is warranted to answer COE questions or concerns. It is anticipated that the COE permit application will be submitted in the spring of 2023 understanding there will be at least 12 months of review time.

* This project is to be included in the 2023 GLO Coastal Resiliency Master Plan and as such GLO would pay 100% of eligible construction dollars. Assuming a CEPRA grant award, which is probable being that the project will be in the State Master Plan, it will take several months before a contract can be signed and Phase 2 engineering can begin. We have no reason to believe a CEPRA grant application will not be successful since again this project will be in the Coastal Resiliency Master Plan and fits will into the CEPRA funding objectives of shoreline stabilization and debris removal.

March 2024 – start of Phase 2 engineering / submittal of COE permit application
June 2024 – Submit GLO CEPRA grant application for Construction
June 2025 – Engineering Design substantially complete
October 2025 – Bid
December 2025 – Construction Contract Award
December 2026 - Construction Completion

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

It will remove the visible trash cells which have been exposed due to erosion and keep the plastic, debris and other trash out of Lavaca Bay. The expected design life of the shoreline protection construction would be 40-50 years.

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

13. Financial information:

a) Total budget for this project: (Phase 1 Engineering)	\$ 220,000.00
b) Matching funds (in-kind services or cash) (Not required but desirable):	\$ 20,000.00
c) Amount being requested from the Trust	\$ 200,000.00

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

Total Engineering cost estimate (excludes construction administration) is

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

\$440,000. The Phase 1 engineering is expected to be 50% of this total number and includes 30% design complete and submittal ready Corps of Engineers Permit Application for construction.

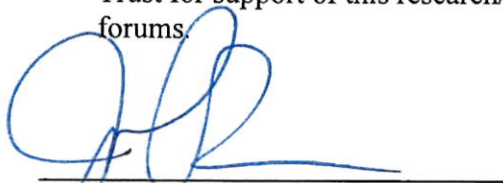
Tasks included in the \$440,00 full engineering budget include:

- **Project length of 1,800 LF**
- **Combination revetment and steel sheetpile wall/concrete cap with timber dead-man system**
- **Environmental Protection of in-water silt fencing and BMP's for excavation and stockpiling**
- **Data collection, regulatory permitting (COE) and design for construction.**


Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

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: 10.17.2022

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

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

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

PART V - ATTACHMENTS

All Attachments are to be returned with Submittal

Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

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

XXV DISPUTES

This section refers to a "Director of Dispute Resolution Center of Calhoun County". We suggest to change this to read "Administrative Judge of the Calhoun County District Courts.

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	Respondent	Date

No Exceptions are taken to this RFP.

_____	_____	_____
Signature	Respondent	Date



Matagorda Bay Mitigation Trust
RFP for 2022-2023 Funding Cycle Projects

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:

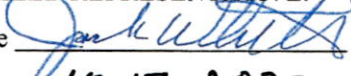
Addendum No 1 Dated _____	Received _____
Addendum No 2 Dated _____	Received _____
Addendum No 3 Dated _____	Received _____

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, Texas
77979
 Tel. No. 361-552-9793

AUTHORIZED REPRESENTATIVE:

Signature 
 Date 10.17.2022
 Name Jack Whitlow
 Title Mayor
 Email jwhitlow@portlavaca.org

ATTACHMENT C 1/2

RFP#2022-2023-1 CITY OF PORT LAVACA



- Exposed trash cells along the west bank of the North-south channel of the Harbor of Refuge



- Exposed trash cells along the west bank of the North-South channel of the Harbor of Refuge

[Handwritten signature]

ATTACHMENT C 2/2



- Comparison Aerial photo of North-South channel of the Harbor of Refuge:
Left- taken probably in the 1960's when the landfill was active
Right – Google Earth image 2022

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.

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.

D. SPECIAL DOCUMENTS

Mott McDonald was selected as the engineer for the City of Port Lavaca's GLO Coastal Resiliency CDBG-MIT grant project which will construct a living shoreline breakwater to protect the shoreline of Port Lavaca from City Harbor, south to Fisher Harbor. The "Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection project" is also a shoreline protection project and Mott McDonald is an approved engineer by the General Land Office to work on their projects and as such will be the engineering for this project as well.

The Engineering Firm Registration number issued by the Teas Board of Professional Engineers for Mott MacDonald is **FIRM #7429**.





MATAGORDA BAY MITIGATION TRUST

Steven J. Raabe, P.E., Trustee

P.O. Box 1269

Poth, Texas 78147-1269

Trustee@mbmTrust.com

January 4, 2023

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

Re: Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection – Phase 1 Engineering

Dear Ms. Weaver,

The Matagorda Bay Mitigation Trust (Trust) is pleased to inform you that your proposal titled "Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection – Phase 1 Engineering" has been selected for award.

The Trust received 26 proposals in response to the Request for Proposals issued on September 1, 2022 from 19 entities, totaling \$10.5 million. The Trust has selected fifteen projects totaling \$5.8 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

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 043: Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection - Phase 1 Engineering

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, 2023 UNTIL: December 31, 2023

FUNDING: This Contract may not exceed \$200,000.00 (“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 or 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 of funds 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 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 policy shall 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 and 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 Recipient 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

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT

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

**Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection - Phase 1
Engineering**

Land south and west of the City's Harbor of Refuge is a former Municipal Landfill, closed in 1979. Significant erosion has caused trash cells to become exposed along portions of the channel, posing a source of pollution into Lavaca Bay and creating an unsightly mess. The City proposes to construct approximately 1,800 linear feet of shoreline protection to address this issue. This project will be included in the 2023 GLO Coastal Resiliency Master Plan. Phase 1 engineering will provide 30% design, GLO CEPRa grant application and submittal-ready Regulatory permitting.

Specifically, the goals and objectives of the Phase 1 engineering is to perform the engineering necessary to fully scope the elements of the construction project in order to then prepare an application to the United States Corps of Engineers for construction approval and make application for a GLO CEPRa grant. This project is to be included in the 2023 GLO Coastal Resiliency Master Plan and as such GLO would pay 100% of eligible construction dollars. Assuming a CEPRa grant award, which is probable being that the project will be in the State Master Plan, it will take several months before a contract can be signed and Phase 2 engineering can begin. We have no reason to believe a CEPRa grant application will not be successful since again this project will be in the Coastal Resiliency Master Plan and fits well into the CEPRa funding objectives of shoreline stabilization and debris removal.

A. The construction goals and objectives of the construction project are:

- To stop any further erosion of the shoreline and thus stop this source of pollution into the bay
- To provide protection of the shoreline from future erosion/damage from severe weather events
- The protection is proposed to be a combination of revetment and bulkhead in order to provide some access to safe barge loading and offloading operations

B. Project Details:

- Project length of 1,800 LF
- Combination revetment and steel sheetpile wall/concrete cap with timber dead-man system

- Environmental Protection of in-water silt fencing and BMP's for excavation and stockpiling
- Data collection, regulatory permitting (COE) and design for construction.

C. Schedule:

- March 2023 - start of Phase 1 engineering (Mott MacDonald - Engineer)
- June 2023- Submit GLO CEPRA grant application* for Phase 1 & Phase 2 Engineering (showing in-kind match from the City and the Matagorda Bay Mitigation Trust. (Mott MacDonald - Engineer)
- December 2023 - 30% design completion and COE permit application ready for submittal. The timing of the actual submittal of the COE permit application will be coordinated with the GLO CEPRA team and COE to assure no gaps in funding that may be required if additional engineering is warranted to answer COE questions or concerns. It is anticipated that the COE permit application will be submitted in the spring of 2024 understanding there will be at least 12 months of review time.

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

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

Contract Budget

Consultants/Contractual - \$200,000.00

Total Contract Budget - \$200,000.00

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

☒ **Monthly**

OR

☐ **Quarterly**

Matagorda Bay Mitigation Trust ("Trust")
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
Contract #: 043
Contract Amount: \$ 200,000.00
Payment Request No:

Billing Period This Invoice:
From To
Invoice Amount: \$
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
Consultants/Contractual			\$200,000.00	Phase 1 Engineering Design			\$200,000.00
Total			\$200,000.00				
*Please see invoicing instructions				Total			\$200,000.00

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

Print Name and Title of Authorized Representative

Date Signed

For Office Use Only

COMMUNICATION

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

INFORMATION:

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

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

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

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

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

- Reconstruct Independence Drive from existing two-lane road to three-lane road with curb and gutter and underground storm sewer
- Design Road and Drainage Improvements to Accommodate Future 10' Shared Use Path on Both Sides of Independence Dr (Shared Use Paths Designed by TxDOT as Separate Project)
- Improve Ditch from Independence to SH 35
- Design Drainage Ditch For Offsite Flow Adjacent to Northwest Side of Independence Dr Along Existing 80' ROW Including Pipe/Box Culvert Under Independence Dr at Outfalls

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

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

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

Independence Drive Street and Drainage Improvements - \$475,000

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design Phase. ENGINEER shall:

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

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

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

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

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

1.3 Final Design Phase. ENGINEER shall

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

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

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

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

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

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

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

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

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

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

2.2 Construction Phase. ENGINEER shall:

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

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

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

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

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

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

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

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

2.3 General.

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

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

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

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

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

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

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

2.3.7. Preparation of property or easement descriptions.

2.3.8. Preparation of any special reports required for marketing of bonds.

2.3.9. Furnishing soil tests, borings, and pavement recommendations.

2.3.10. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.

2.3.11. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; and assistance in obtaining financing for the Project.

2.3.12. Furnishing the services of special consultants for purposes other than the normal engineering incidental to the Project, and providing data or services of the types described in paragraph 4.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the CITY MANAGERS.

2.3.13. Apply for permits from all governmental authorities having jurisdiction over the project and furnish such approvals and consents from others as may be necessary for completion of the project.

2.3.14. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons other than the Contractor and administering OWNER'S contracts for such services.

2.3.15. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.

2.3.16. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.3.17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.

2.3.18. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

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

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

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

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

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

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

SECTION 4 - PAYMENTS TO ENGINEER

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

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of **\$393,000.**

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

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

Standard Hourly Rate for Additional Services

Principal Engineer	\$ 200
Engineering Manager/Senior Engineer	\$ 185
Prof. Engineer	\$ 160
EIT	\$ 105
Graduate Engineer	\$ 100
Registered Surveyor	\$ 150
Design Technician	\$ 90
Senior Design Technician	\$ 95
CADD Operator	\$ 85
Senior Survey Technician	\$ 95
Survey Technician	\$ 90
Project Inspector	\$ 90
Clerical	\$ 65
Field Crew - 2 man	\$ 175
3 man	\$ 200

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

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding as provided by Section 2.1	\$ 5,000
Construction as provided by Section 2.2	\$ 25,000
Land surveys as provided by Section 2.3.7	\$ 2,000
Engineering surveys as provided by Section 2.3.5	\$ 40,000
Geotechnical investigation as provided by Section 2.3.9	\$ 10,000
Apply for permits as provided by Section 2.3.13, based on	
Hourly rates, expenses referenced in section 4.1.2.1	\$

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

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

stakes and monuments.

4.2. Times of Payments

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

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

PERCENTAGE OF ENGINEER'S FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 93,000
Final Design (% of Project complete up to 100%)	\$ 300,000
Total compensation for Basic Services shall be	\$ 393,000
Bidding Phase in Section 2.1	\$ 5,000
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 25,000
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 40,000
Total fixed compensation for additional services in Section 2.3.7 (Easement Survey), Shall be	\$ 2,000
Total fixed compensation for additional services in Section 2.3.9 (Geotechnical Investigations), Shall be	\$ 10,000
Total Contract amount shall be	<u>\$ 475,000</u>

4.3. Other Provisions Concerning Payments.

4.3.1. OWNER agrees to pay a charge of one-half of one percent ($\frac{1}{2}\%$) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving seven days' written

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

4.4. Definitions.

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

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

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

5.2. Opinions of Cost.

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

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

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

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

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit

commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

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

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

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

6.2. Ownership of Documents.

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

6.3. Controlling Law.

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

6.4. Successors and Assigns.

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

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

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

6.5. Independent Contractor.

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

6.6. Indemnity and Insurance.

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

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

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

at least 30 days notice of cancellation or change in coverage.

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

EXECUTED, this the _____ day of _____, _____.

OWNER:

City of Port Lavaca, Texas

Jack Whitlow, Mayor

(seal)

ATTEST:

City Secretary

FORM APPROVED:

City Attorney

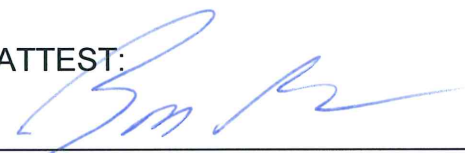
PROFESSIONAL:

CivilCorp, LLC.



Randy Janak, Vice President – Victoria

ATTEST:



COMMUNICATION

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

INFORMATION:

ORDINANCE #G-1-23

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

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

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

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 13th day of February, 2023

Jack Whitlow, Mayor

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

Jack Whitlow, Mayor

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

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

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

Section VIII. Item #10.

EXHIBIT A

CHAPTER 22—FIRE PREVENTION AND PROTECTION

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

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

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

Section VIII. Item #10.

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

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

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

MEETING: February 13, 2023

DATE: 02/07/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval for a Variance request to the ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107. To be located at 312 West Live Oak Street.

G&W Engineers, Inc, on behalf of Calhoun County, is requesting this variance for the upcoming new combined dispatch building project. The requested variance is due to site constraints. The requested parking is a similar parking style of the buildings on the same block.

Subdivision II. - Off-Street Parking

Sec. 48-106. - Facility requirements.

- (a) Location. The off-street parking facilities required by this division shall be located on the same lot or parcel of land as the building, use or structure to which they are an accessory. Street rights-of-way between the curb and property line shall not be used except for entrance or exit to driveways. In the event of particular difficulties in establishing the off-street parking facilities on the same parcel of land, the director of public works or the planning commission may permit such parking facilities on another lot or parcel of land, providing the straight-line distance between the two parcels shall not exceed 300 feet, and providing further, other safeguards to ensure permanent provisions of such facilities to the building, use or structure requiring same.

The applicant is requesting to use a portion of the right-of-way on Live Oak Street to accommodate the required parking spaces for the proposed structure.

Subdivision II. - Off-Street Parking

Sec. 48-107. - Minimum standards.

Minimum Standards for Off-Street Parking	
Type of Structure or Use	Number of Spaces
<i>Business, professional and governmental offices, etc.</i>	1per 300 square feet of gross floor area

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

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_C_H48TRVE_ARTIIPASTST_DIV3OREPALO_SDIIOREPA

Department Comments:

Engineering: No Comments

Fire: The “No Parking” access aisle moved to front of doorway for emergency access and egress.

Public Works: No Comment

Development Services: No Comment

Planning Board Recommendation: APPROVAL of the Variance request to the ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107.

Staff Recommendation: APPROVAL of the Variance request to the ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107.

Attachments:

- G&W Variance request memo
- CAD PIN 17318

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
Texas Firm Registration No. F04188

January 19, 2023

City of Port Lavaca
202 North Virginia
Port Lavaca, Texas 77979

RE: Variance Request: Calhoun County New Combined Dispatch Building Project

City of Port Lavaca,

G&W Engineers, Inc. has been contracted by the Calhoun County to provide professional services on the proposed Combined Dispatch Building Project. The address of the new building is 312 West Live Oak Street. Now that preliminary civil engineering and architectural design is complete, it has been determined that two (2) variances are needed to be requested to allow the project to move forward. Both variances are concerning parking standards.

Due to the site constraints (existing features such as existing parking lots, buildings, loading areas and proximity to street, etc.) the maximum number of parking spaces possible is 15. There is also no benefit (financially or from a safety perspective) to having the parking spaces to be located solely on the County property. Parking is proposed to be off-street parking (angled) as can be found around the existing court house and jail area. Due to the fact that Live Oak is classified as a "local" street (Sec. 42-132) with low speeds and with relatively low traffic counts, G&W does not see the need for concerns with the proposed variance request. This will also match current aesthetics and local traffic is accustomed to this type and location of off-street parking spots. With this being said, more officially, G&W is requesting the following variances:

Variance Request to City of Port Lavaca Code of Ordinances – Chapter 48, Division 3 – Off-Street Parking and Loading, Sec.48-106, (a): Location. The off-street parking facilities required by this division shall be located on the same lot or parcel of land as the building, use or structure to which they are an accessory. Street rights-of-way between the curb and property line shall not be used except for entrance or exit to driveways. In the event of particular difficulties in establishing the off-street parking facilities on the same parcel of land, the director of public works or the planning commission may permit such parking facilities on another lot or parcel of land, providing the straight line distance between the two parcels shall not exceed 300 feet, and providing further, other safeguards to ensure permanent provisions of such facilities to the building, use or structure requiring same.

Variance Request to City of Port Lavaca Code of Ordinances – Chapter 48, Division 3 – Off-Street Parking and Loading. Sec. 48-107, (a): The following minimum off-street parking space shall be provided and permanently maintained: Business, Professional and Governmental Offices, etc. – 1 per 300 square feet of gross floor area.

Attached you will find a proposed preliminary site plan for the proposed building indicating/showing a request for **15 parking spaces** in lieu of the 19 required for a 5,694 square foot building. Even with minor fluctuations with the final building square footage, we believe 15 spaces to be sufficient. You can also find attached an aerial view of the Court House and Jail Facility showing similar off-street parking requested in this variance. This will also allow you to view the additional parking spots normally available as additional parking for this proposed facility as overflow if needed for a special meeting. 15 parking spaces as requested in this variance shall be more than required for the number of employees regularly using the building and the number of visitors (by vehicular way) shall be significantly limited on a regular basis. It should be noted that the City of Port Lavaca's minimum parking space rule for governmental buildings are more stringent than neighboring City of Victoria Rules and Ordinances which require 1 per 350 square feet.

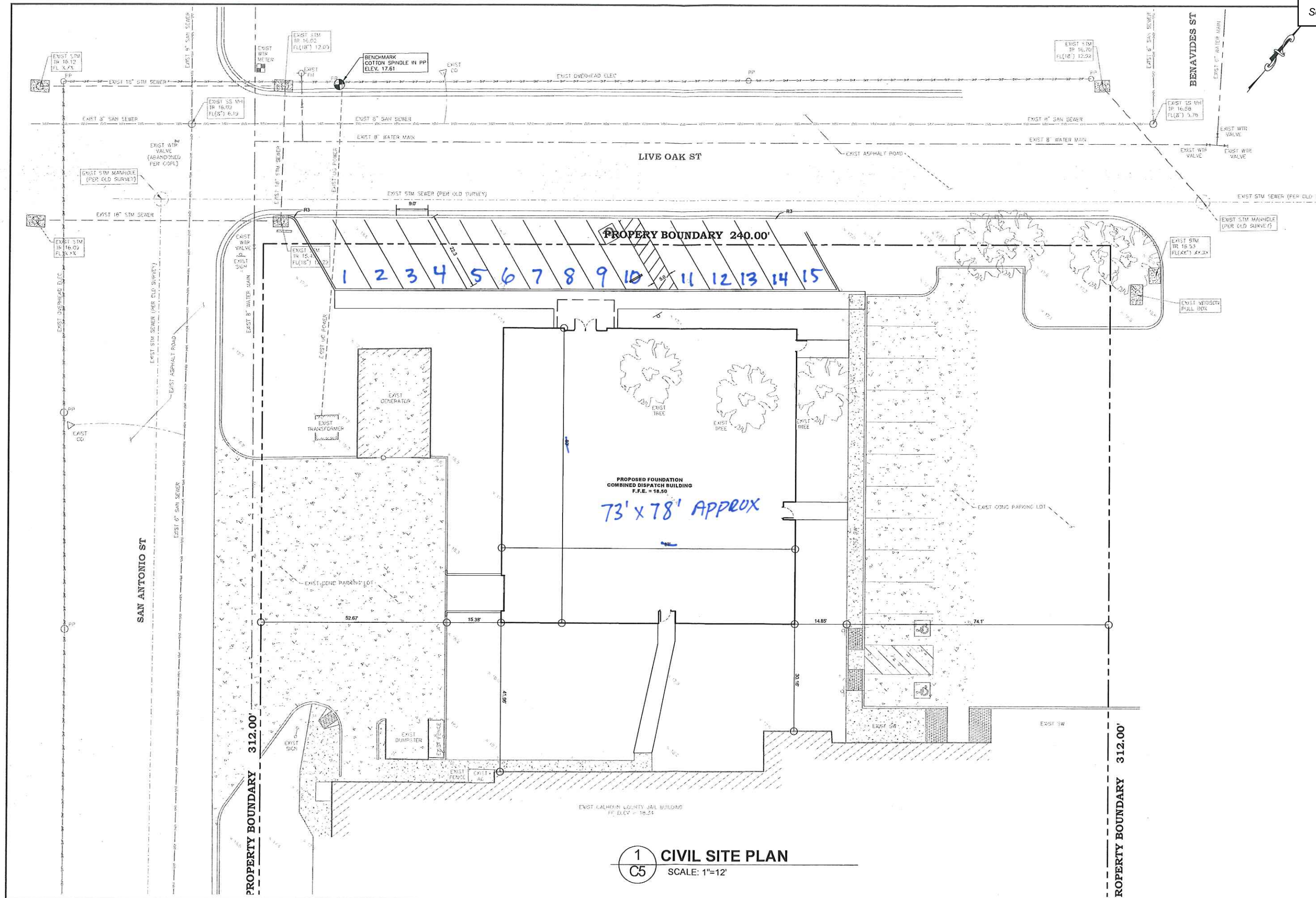
On behalf of Calhoun County, G&W Engineers, Inc. is requesting for the referenced two (2) variances. G&W believe from our professional judgement that these requests are in line with surrounding Cities current rules and will not endanger the public or traffic.

Should you have any questions, please do not hesitate to contact me at 361-552-4509 or via email at smason@gwengineers.com.

Respectfully Requested,

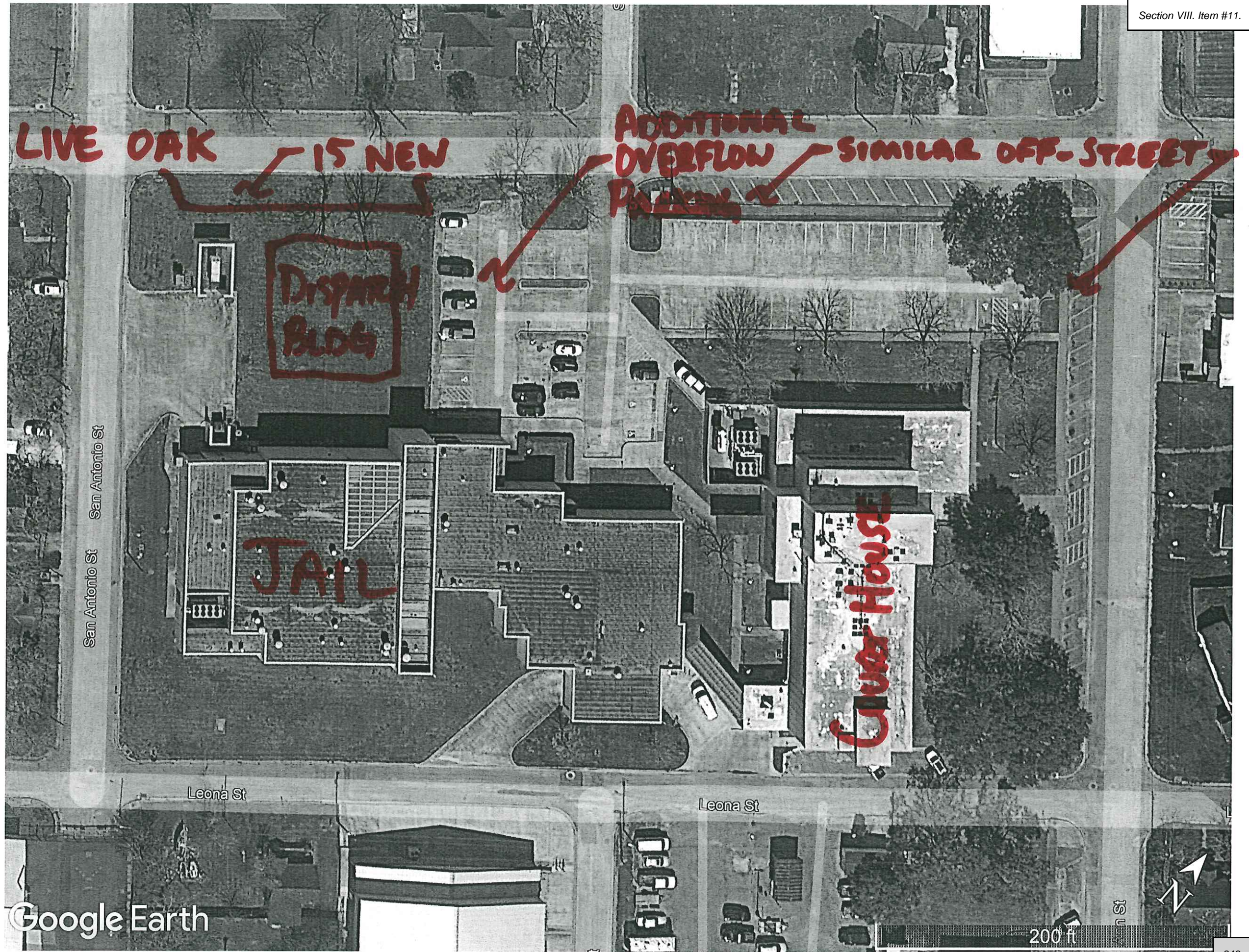


Scott P. Mason, P.E.
Lead Project Engineer
G&W Engineers, Inc.
TREF No. 04188



1 CIVIL SITE PLAN
C5 SCALE: 1"=12'

Texas Registered Engineering Firm F-04188		ENGINEERS, INC.		PLANNING		PRELIMINARY FOR REVIEW		DUG		BY	
ENGINEERING		SURVEYING		DATE		REV.		DESCRIPTION			
205 W. Live Oak St. Port Lavaca, Texas 77979 (361)552-4509		1801 7th St., Suite 260 Bay City Texas 77414 (979) 323-7100		01/11/23		A					
SITE PLAN		COMBINED DISPATCH FACILITY		CALHOUN COUNTY		PORT LAVACA, TEXAS		CIVIL SITE PLAN			
PRELIMINARY		PROJECT NO.		5310.020		SCALE:		1" = 12'		DWN. BY:	
										DUG	
										CHK. BY:	
										DATE:	
										01/11/2023	
										SHT. NO.	
										C5	



COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 13, 2023

DATE: 02/07/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: **At the recommendation of the Planning Board,** consider and discuss approval of a single-lot preliminary minor plat, Sylvia Piña Mendoza Life Estate Subdivision. Located at 914 Schooley Street. CAD Pin #54708.

Sec. 42-6. - Procedure

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

The applicant for the proposed subdivision was deeded the land. With the probate, Sylvia Pina Mendoza was provided the land under CAD PIN 54708 with the remainder to a family member. Ms. Mendoza is now legally platting the property to obtain proper building permits for a remodel and addition to her home.

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

Sec. 42-2. - Purpose.

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

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

Sec. 42-6. - Procedure.

(b) *Preliminary plat.*

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

Department Comments:

Engineering: No Comments

Fire: Access easement will need to be cleared and maintained.

Public Works:

- The proposed easement will need to be a utility/access easement for the quadplex. The quadplex's utilities will need to be relocated into the proposed easement.

Development Services: No Comments

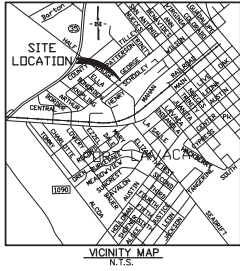
Planning Board Recommendation: Approval of a single-lot preliminary minor plat, Sylvia Pina Mendoza Life Estate Subdivision. Located at 914 Schooley Street. CAD Pin #54708.

Before the final plat is brought before the Board, all utilities connected to the quadplex must be rerouted.

Staff Recommendation: Approval of a single-lot preliminary minor plat, Sylvia Pina Mendoza Life Estate Subdivision. Located at 914 Schooley Street.

Attachments:

Sylvia Pina Mendoza Life Estate Subdivision Preliminary Plat
CAD information
Google aerial

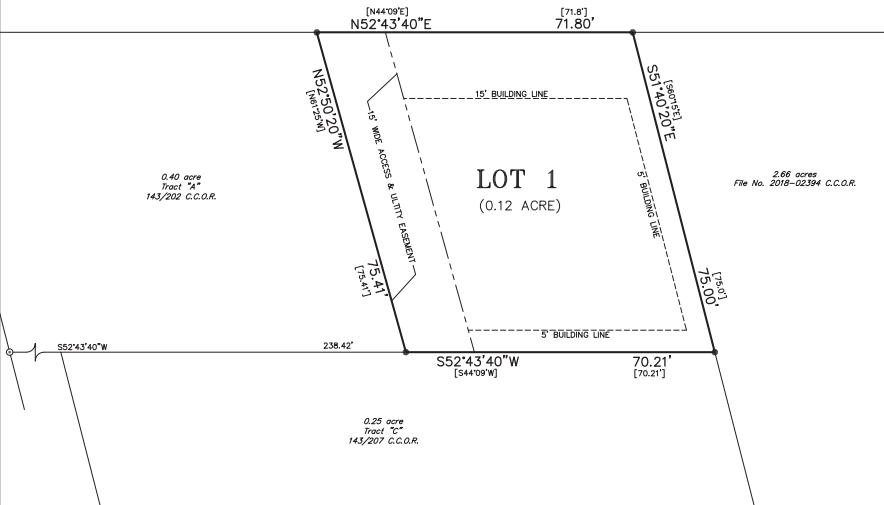


SYLVIA PINA MENDOZA LIFE ESTATE SUBDIVISION

0.12 ACRE SUBDIVISION

BEING ALL OF THE SAME PROPERTY DESCRIBED AS TRACT "B" (0.12 ACRE) IN SPECIAL WARRANTY DEED DATED DECEMBER 6, 2017 FROM SYLVIA MENDOZA (ADMINISTRATOR OF THE ESTATE OF MARY LOUISE BARRERA PINA) TO SYLVIA MENDOZA RECORDED IN FILE NO. 2017-02025 OF THE CALHOUN COUNTY OFFICIAL RECORDS. MAXIMO SANCHEZ SURVEY, ABSTRACT NO. 35 OF CALHOUN COUNTY, TEXAS

SCHOOLEY STREET



CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

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

SYLVIA ANN PINA MENDOZA

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

CITY COUNCIL CERTIFICATE APPROVAL

STATE OF TEXAS
COUNTY OF CALHOUN

I, MANDY GRANT, CITY SECRETARY OF THE CITY OF PORT LAVACA, AN INCORPORATED CITY IN CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT WAS APPROVED BY THE CITY COUNCIL OF SAID CITY AS APPROVED BY LAW, AND THAT THE RESOLUTION APPEARS OF RECORD IN VOLUME _____ PAGE _____ OF THE MINUTES OF THE PLANNING BOARD OF PORT LAVACA, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

WITNESS MY HAND AND SEAL OF THE CITY OF PORT LAVACA, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

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

CALHOUN COUNTY APPRAISAL DISTRICT

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

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

SIGNED THIS THE _____ DAY OF _____, 2023.

BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

CALHOUN CO. 911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF SYLVIA PINA MENDOZA LIFE ESTATE SUBDIVISION MEETS THE CURRENT 911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

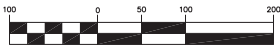
LEGEND

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

FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48057C 0185 E, REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED IN ZONE X.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

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

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

02-02-2023
RELEASE DATE

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 02, 2023.

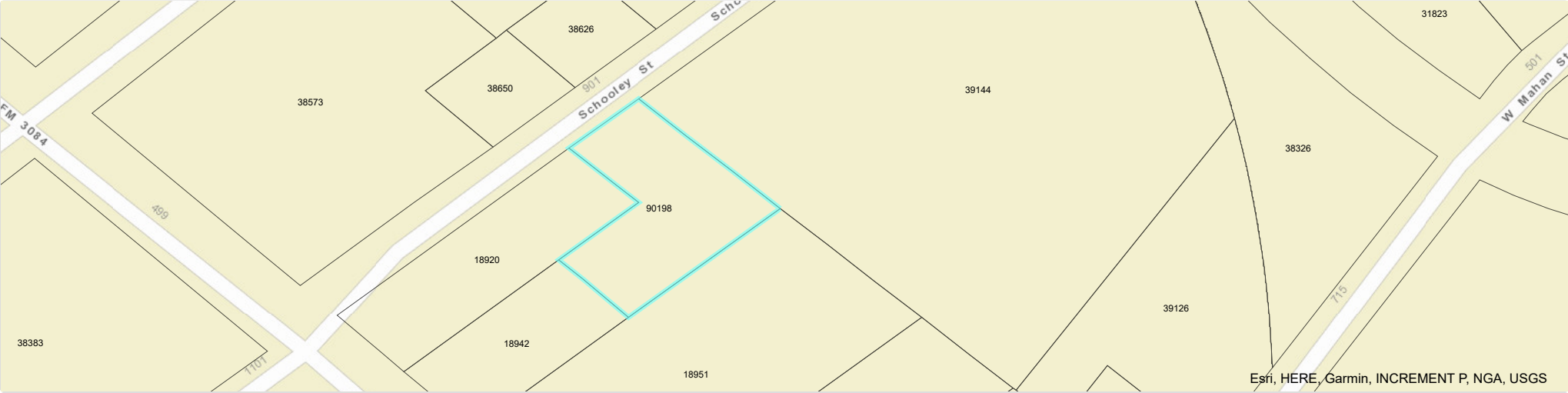
G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



PRELIMINARY PLAT



Property Identification #: 90198	Property Information: 2023	Owner Identification #: 111732
Geo ID: S0090-00000-0001-A0 Situs Address: 914 SCHOOLEY PORT LAVACA, TX 77979 Property Type: Real State Code: B4	Legal Description: BROOKS (PORT LAVACA), LOT PT 1,2 & 3 Abstract: S0090 Neighborhood: BONORDEN AREA Appraised Value: N/A Jurisdictions: C04, CAD, FML, G05, GWD, NV6, S01	Name: MENDOZA SYLVIA ANN PINA Exemptions: DBA: Null



COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 13, 2023

DATE: 02/07/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval for a Variance to the ordinance Sec. 12-24. - Building Setbacks for the Sylvia Piña Mendoza Life Estate Subdivision minor plat.

This Variance request is to build a front covered deck within the 15ft setback. The dimensions of the finished deck would leave a 6ft front property setback. Please see applicant Request for Variance for more details.

Sec. 12-24. – Building setbacks

- (a) *Definitions.* For the purpose of this article, the term "building setback lines" means to the distance that buildings or structures must be from the property line.
- (d) Minimum setback requirements.
- (1) Front setback lines. Minimum front setback lines shall be 15 feet. Corner lots shall have a minimum ten-foot setback on the side street.

Planning Board Recommendation: Approval of the request with the following stipulations:

As there are no plans to widen the road and with the understanding that the roadside parking will not create an undo burden on the neighborhood.

The entire structure, including the steps must be within the approved setbacks and encroach no further than the 6ft.

The structure must remain open and not be enclosed.

Staff Recommendation: Approval of the request with the stipulation that the deck not be enclosed and the steps not to encroach within the 6 foot setback.

Attachments:

- Request for Variance
- Applicant letter
- Proposed site plan

City of Port Lavaca Request for Variance

Date: January 9, 2023

Name: Sylvia Mendoza

Address: 904 Schooley St., Port Lavaca, TX 77979

Variance being requested: Building a front covered deck to home within the required 15' front property line setback. The request is for variance allowance of the required setback to be 6' ft in the front property line.

Reason for

request: The reason for this request is because at the end of Schooley St. our front yard floods a lot whenever it rains and we have to walk through water and mud to get to our front door. The end of the street has flooded like that for many many years and the problem has never been corrected by the City. The water stands only at the end of the street affecting only the last 3 houses on it. The 2 houses on the left side of the street do not get water in their yard only in the street. The 1 house on the right side (mine) is the only one that gets water in the yard also. The water stands for days when it rains. There needs to be a way for the water to drain towards the front of the street into the drain at the corner of Schooley & Half League Rd. Allowing us to have this deck structure would help with the problem of the standing water in our yard as we trek to our house and would suffice until the City can fix the drainage problem. We are wanting a deck that runs across the front of the house that fits appropriately within the front setback area. Photos are attached that show how much water stands even more than a week after the rain.



Signature

(512)660-1100
Phone number

Date of Planning Board: 2/6/23

Received by: _____

January 9, 2023

City of Port Lavaca
Permit Department/Planning Board
202 N. Virginia
Port Lavaca, Texas 77979-0105

RE: Letter of Intent/Project Scope
Building Permit Request w/Variance
904 Schooley Street
Port Lavaca, Texas 77979

To Whom It May Concern:

I, Sylvia Mendoza, owner of the above-named property, am planning a remodel project to said property.

I began this journey in September 2021 with a contractor who absconded with 50% of my money and only 10% of the job done. Unfortunately, it was later discovered that even though we had a contract, this individual did not secure the proper permits to begin this job; even though he indicated he had. I have been awarded a judgement in a district court law suit and the case is near its end with a successful result. As a lay person, not knowing much of the process, I have learned much from this experience and will never repeat the same mistakes.

I currently have another contractor in place and he is awaiting the completion of this process so that he may secure the proper building permits for this project.

I have the following process documents ready:

1. A set of engineering drawings already submitted to you for approval by Victor Fredrickson of VEF Engineering.
2. A Preliminary Plat Application Submission Requirements Checklist with all the required documents completed and notarized.
3. A new survey of my property prepared by G&W Engineer, Inc. with all the requirements as outlined in the Preliminary Plat Application Submission Requirements.
4. A copy of this survey is filed in the Calhoun County Clerk Plat records as well.
5. A Request for Variance.

My intent for this property:

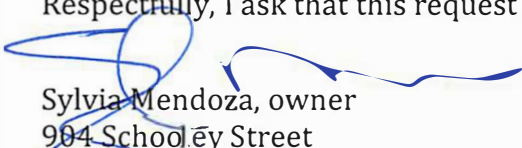
On it lies an existing 646 sq. ft. structure. Next to it was a 429 sq. ft. structure which was going to be remodeled. However, I chose to demolish the smaller structure and add on to the existing one. The new addition will add 840 sq. ft. making it a total of 1,486 sq. ft.

The plan was to include a front deck type structure in front with the dimensions of 14'x40'. This dimension extends into the allowable 15' front property setback line and the 5' side setback area. Therefore, the engineer did not draw it in the plans for this reason. I have made a request for variance to allow for a 6' front property line setback area instead. If approved, a deck will be designed and sized to fit appropriately into the allowable space.

I have made a Request for Variance asking to be allowed to build this front covered the home within the 15' front property line setback for the reason(s) described below:

- At the end of Schooley Street, our front yard floods a lot whenever it rains and we have to walk through water and mud to get to our front door.
- The end of the street has flooded like that for many, many years and the problem has never been corrected by the City.
 - The water stands only at the end of the street affecting only the last 3 houses on it. The 2 houses on the left side of the street do not get water into their yard only in the street.
 - The 1 house on the right side (mine) is the only one that gets water in the street as well as in the yard.
 - The water stands for days to a week or more at a time when it rains.
 - This is an unnecessary hardship for the 3 residents living at the end of the street; 1 being mine.
 - This hardship is caused by the water not draining at all for long periods of time; thus creating a more serious mosquito problem.
- There needs to be a way for the water to drain towards the front of the street into the drain at the corner of Schooley Street & Half League Road.
- Allowing us to have this deck structure would help with the problem of standing water in our yard as we trek to our house and constantly bring that mud and dirt into the home which creates an unnecessary hardship.
- We have no front yard when this happens. It does not allow company to come when it is in this state – depriving us of a front yard.
- The garbage company Republic can attest to this standing water issue.
- The City's water meter readers can also attest to this standing water as our meters are underwater during these rainy times when they have to be read.
- The mosquito sprayers of the county in Precinct 1 can attest to the street condition when they spray.
- This is a dead end street.
- This structure would not be restricting as there are only 3 houses at the end of the street; 2 on the left and 1 on the right (mine).
- The only traffic at the end of the street is to the 2 houses on the left and the 1 on the right (mine).
- The neighbors are all aware of the drainage issue and the additional mosquito problem.
- I have spoken to our neighbors for their input on the proposed request for a variance and they all were without issue.
- Approving this request would suffice until such time the City is able to fix the drainage problem. This is a bare minimum need to correct the problem.
- Photos are included herein that show how much water stands in the street and at my property even more than a week after the rains.

Respectfully, I ask that this request be approved.



Sylvia Mendoza, owner
904 Schooley Street
Port Lavaca, Texas 77979

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

MEETING: February 13, 2022

DATE: 02/07/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval of an 8-lot Final plat, Mimi's Subdivision located on Independence Dr. being parcel number 37736.

Sec. 42-6. - Procedure

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

The applicant for the proposed Mimi's Subdivision plat is requesting to subdivide the 10.62-acre parcel into eight (8) lots. Currently, lot 2 is a proposed daycare.

Department Comments:**Engineering:**

- Approved revised drainage and utility easements reflected on plat dated January 17, 2023.
- The lots are large enough to be platted legally without public sewer as they are large enough for on-site sewer system, if sewer isn't available whenever the lots are developed.
- It is the intention of the developer of Lot 2 to install a small pump station and force main the gravity on Sandcrab.

Fire:

- Add fire hydrant near proposed structure.

Public Works:

- Noted grinder pump system requirements for proposed structure's wastewater.

Development Services: No Comment

Planning Board Recommendation: Approval of the Final plat, Mimi's Subdivision. Generally located on Independence Drive. The current legal description for this parcel is 37736.

Staff Recommendation: Approval of the Final plat, Mimi's Subdivision. Generally located on Independence Drive. The current legal description for this parcel is 37736.

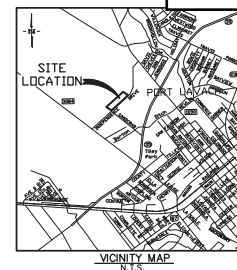
Attachments:

Mimi's Subdivision Final Plat
Mimi's Subdivision Topographic Map
CAD information

MIMI'S SUBDIVISION

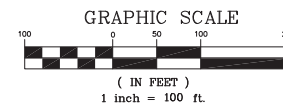
10.62 ACRE SUBDIVISION

BEING ALL OF THE SAME PROPERTY DESCRIBED AS 10.62 ACRES IN
SPECIAL WARRANTY DEED DATED APRIL 22, 2022 FROM WISE EAGLES, LLC.,
TO MARIA GARCIA RECORDED IN FILE NO. 2022-01851 OF THE C.C.O.R.
MAXIMO SANCHEZ SURVEY, ABSTRACT NO. 35 OF CALHOUN COUNTY, TEXAS

VICINITY MAP
N.T.S.

LEGEND

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



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

FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48057C 0185 E AND COMMUNITY PANEL NO. 48057C 0045 E, REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED IN ZONE X.

G & W ENGINEERS, INC.

ENGINEERING • SURVEYING • PLANNING

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

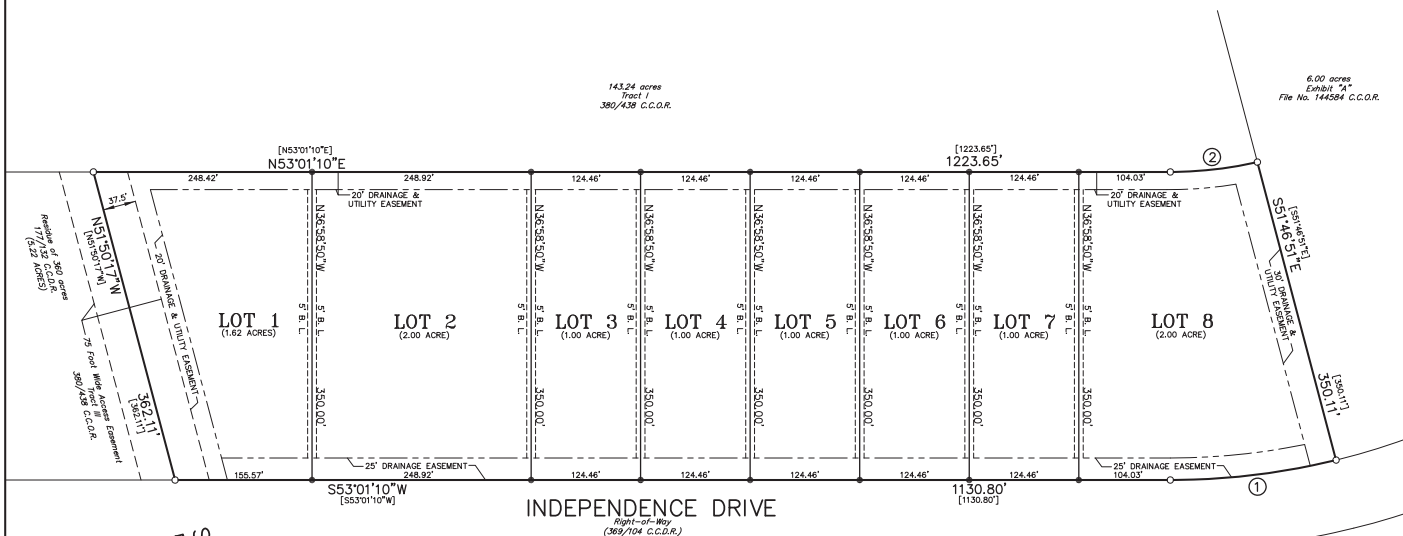
FILE NO.:
10368-003
JOB NO.:
10368-003
SHEET NO.:
1 OF 1

FINAL PLAT



I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON JANUARY 16, 2023.

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



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

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

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

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

MARIA GARCIA

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

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

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

CITY COUNCIL CERTIFICATE APPROVAL

STATE OF TEXAS
COUNTY OF CALHOUN

I, MANDY GRANT, CITY SECRETARY OF THE CITY OF PORT LAVACA, AN INCORPORATED CITY IN CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT WAS APPROVED BY THE CITY COUNCIL OF SAID CITY AS APPROVED BY LAW, AND THAT THE RESOLUTION APPEARS OF RECORD IN VOLUME _____ PAGE _____ OF THE MINUTES OF THE PLANNING BOARD OF PORT LAVACA AS KEPT IN MY OFFICE.

WITNESS MY HAND AND SEAL OF THE CITY OF PORT LAVACA, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

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

CALHOUN COUNTY APPRAISAL DISTRICT

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

IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (COMPTROLLER RULE 9.304D) OR PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.21 IS NOT INCLUDED IN THIS CERTIFICATE [TAX CODE SECTION 31.08 (B)].

SIGNED THIS THE _____ DAY OF _____, 2023.

BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

MEETING: February 13,2023
DATE: 02/07/2023
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

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

Sec. 42-6. - Procedure

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

Sec. 42-2. - Purpose.

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

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

Sec. 42-5. - Policy.

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

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

Department Comments:**Engineering:**

- Sidewalk to be added for the length of the property

ARTICLE VI. - DESIGN STANDARDS

Sec. 42-132. - Streets and alleys.

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

Public Works:

- No comment

Fire:

- Denote location of the fire hydrant

ARTICLE III. - CONSTRUCTION PLAN REQUIREMENTS

Sec. 42-54 Urban subdivisions.

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

Development Services:

- No comment

Planning Board Recommendation: APPROVAL of the preliminary plat, PVS PL Hanuman LLC Subdivision.

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

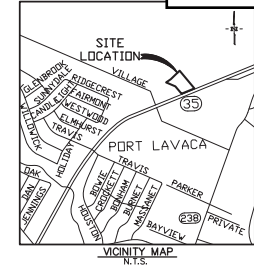
Attachments:

- PVS PL Hanuman LLC Subdivision
- PVS PL Hanuman LLC Subdivision Site Plan
- PVS PL Hanuman LLC Subdivision Proposed Water, Sanitary, Drainage, Detention, Paving & Grading Construction Plans
- CAD PIN

PVS PL HANUMAN LLC SUBDIVISION

2.18 ACRE SUBDIVISION

BEING ALL OF THE SAME PROPERTY DESCRIBED AS 2.18 ACRES IN SPECIAL WARRANTY DEED DATED FEBRUARY 2, 2023 RECORDED IN FILE NO. 2023-00295 OF THE CALHOUN COUNTY PLAT RECORDS ALEJANDRO ESPARZA SURVEY, ABSTRACT NO. 12 OF CALHOUN COUNTY, TEXAS

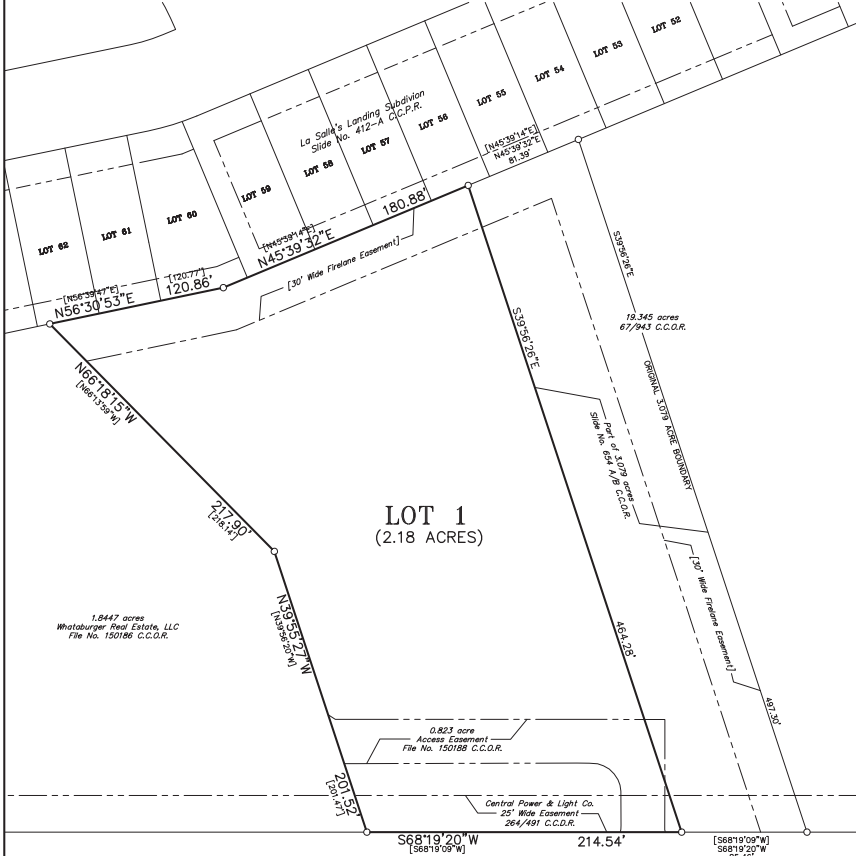


H.A.D.
DATE:
JAN. 12 2023
SCALE:
1" = 60'

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

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

PRELIMINARY PLAT



CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

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

REPRESENTATIVE
PVS PL HANUMAN, LLC.

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

CITY COUNCIL CERTIFICATE APPROVAL

STATE OF TEXAS
COUNTY OF CALHOUN

I, MANDY GRANT, CITY SECRETARY OF THE CITY OF PORT LAVACA, AN INCORPORATED CITY IN CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT WAS APPROVED BY THE CITY COUNCIL OF SAID CITY AS APPROVED BY LAW, AND THAT THE RESOLUTION APPEARS OF RECORD IN VOLUME _____ PAGE _____ OF THE MINUTES OF THE PLANNING BOARD OF PORT LAVACA AS KEPT IN MY OFFICE.

WITNESS MY HAND AND SEAL OF THE CITY OF PORT LAVACA, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

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

CALHOUN COUNTY APPRAISAL DISTRICT

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

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SIGNED THIS THE _____ DAY OF _____, 2023.

BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

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

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

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

02-06-2023
RELEASE DATE

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON JANUARY 00, 2023.

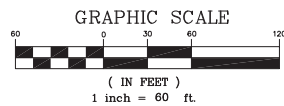
G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



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

LEGEND

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



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

Property Identification #: 93150	Property Information: 2023	Owner Identification #: 12770
Geo ID: A0012-00000-0128-B0 Situs Address: Null Property Type: Real State Code: C1	Legal A0012 ALEJANDRO ESPARZA, TRACT PT 8 TH& 9 (BICKFORD S/D), ACRES 3.079, Description: (EXPRESS INN PORT LAVACA S/D) Abstract: A0012 Neighborhood: PORT LAVACA EAST Appraised Value: N/A Jurisdictions: G05, NV6, S01, C04, FML, CAD, GWD	Name: PORT LAVACA INVESTORS LTD Exemptions: DBA: Null



Calhoun CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Calhoun County Appraisal District expressly disclaims any and all liability in connection herewith.

COMMUNICATION

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

INFORMATION:

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

COMMUNICATION

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

INFORMATION:

