



CITY COUNCIL REGULAR MEETING

Monday, August 14, 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 Weekday, Month DD, 202Y beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

Join Zoom Meeting:

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

Meeting ID: 817 9358 3407

Passcode: 995664

One Tap Mobile

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

Dial by your location

+1346 248 7799 US (Houston)

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

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

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

- [A.](#) Minutes of July 10, 2023 Regular Meeting
- [B.](#) Minutes of July 24, 2023 Special and Workshop
- [C.](#) Review of Credit Card Statement
- [D.](#) Receive Monthly Financial Highlight Report
- [E.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [F.](#) Ratify amendment to Civil Corp's contract to add the Leon Street waterline in the scope of the Alamo Heights project
- [G.](#) Port Commission recommendation for approval of 2-year lease for Poor Boy Shop
- [H.](#) Receive Quarterly Investment report ending June 30, 2023

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

- [1.](#) Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 16, 2023 and waiver of any fees associated with the event. Presenter is Tania French
- [2.](#) Consider appointment of member(s) to Recreation and Parks Board to fill vacancy and/or start new term. Presenter is Jody Weaver
- [3.](#) Consider award of construction contract for the Water System Improvements Project. Presenter is Wayne Shaffer
- [4.](#) Consider Second and Final Reading of an Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes - Adopted, Sec. 12-21 Same - Additions, deletions and changes; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith
- [5.](#) Consider First Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; GBRA Fees, Building, Utilities Water-line Taps; and providing an effective date. Presenter is Derrick Smith

6. Consider First Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20 Environment and Health, Article III Accumulations On Property, Section 20-46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
7. Consider First Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith
8. Review and discuss No New Revenue (NNR) and Voter Approval Rate (VAR) for 2023. Presenter is Susan Lang
9. Announcement by Mayor that City Council will retire into closed session:
 - To deliberate the purchase, exchange, lease or value of real property (deliberation in an open meeting would have detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Chapter 551, Title 5, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow
10. 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, August 14, 2023**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, August 11, 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 July 10, 2023 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, July 10, 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 10th day of July, 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
Daniel Aguirre	Councilman, District 1
Allen Tippit	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

And with the following absent:

Tim Dent	Councilman, District 2
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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 6:36 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S)

- Public Works Director Shaffer introduced Mr. Lance Roy, as the new Utilities Superintendent

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).

- Mayor asked for comments from the public and the following came forward:
 - Felicia Harral, 114 W. Harbor Dr., praised city employees for job well done.

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

- A. Minutes of June 12, 2023 Regular Meeting
- B. Review of Credit Card Statement
- C. Receive Monthly Financial Highlight Report
- D. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- E. Review of Quarterly Financial Statements as of 06/30/23
- F. Port Commission-recommends approval of one-year lease of City harbor Tracts 7, 8 and 11 to The Federation of Southern Cooperatives

Motion made by Councilman District 6 Barr

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

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

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

1. **Consider use of the Bayfront Peninsula Park on Saturday, July 29, 2023 for the Zydeco Event and waiver of fees associated with the event; with the exception of the Alcohol in Park Fee. Presenter is Tania French**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the use of the Bayfront Peninsula Park on Saturday, July 29, 2023 for the Zydeco Event and waiver of fees associated with the event; with the exception of the Alcohol in Park Fee.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

2. **Consider Resolution No. R-071023-1 of the City of Port Lavaca, Texas to adopt a resolution in support of and intention to negotiate an Interlocal Agreement Memorandum of Understanding (MOU) with Calhoun County for a Combined Dispatch for emergency services. Presenter is Jody Weaver**

Mayor Whitlow appointed an Ad Hoc Committee, consisting of Councilman District 1 Daniel Aguirre and Councilman District 5 Jim Ward, to assist in negotiating Memorandum of Understanding (MOU) with Calhoun County for Combined Dispatch Project.

Motion made by Councilman District 3 Tippit

WHEREAS, the City of Port Lavaca and Calhoun County have the power, authority and responsibility to provide emergency dispatch services within their respective boundaries and an emergency communication center is crucial to the efficient and necessary provision of public safety and emergency services to the community and to the police officers; and

WHEREAS, the sharing of resources and costs of public safety dispatching will improve capabilities in call taking, processing, dispatching, and the response of public safety services; and

WHEREAS, the consolidation of dispatching services will effectively promote mutual response and assistance between participating agencies, thus eliminating delays and miscommunication which can result in devastation, such as was seen in Uvalde, Texas on May 24, 2022; and

WHEREAS, the Port Lavaca Police Department and the Port Lavaca Fire Department recognize that a consolidated dispatch center will provide a more comprehensive, capable, effective, and efficient emergency dispatching service, and therefor supports and recommends establishing a Combined Dispatch Center between the City of Port Lavaca and Calhoun County; and

WHEREAS, Calhoun County is using funds available through the American Rescue Plan Act (ARPA) to construct a facility for use as a Combined Dispatch Facility; and

WHEREAS, the City Council now finds that it is in the best interest of the citizens of Port Lavaca to establish a Combined Dispatch Center with Calhoun County for all City dispatch services.

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

The City Council of the City of Port Lavaca, Texas hereby declares its intent to become a participant in the Calhoun County Dispatch Center, along with Calhoun County and other supporting entities, and to negotiate in good faith and enter into an Interlocal Agreement with Calhoun County for shared provisions of such services.

Seconded by Councilman District 5 Ward

Voting Yea:

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

3. **Consider Second and Final Reading of an Ordinance (G-5-23) of the City of Port Lavaca for the purpose of adopting the 2023 Downtown Waterfront Master Plan for the City of Port Lavaca. Presenter is Derrick Smith**

Motion made by Councilman District 3 Tippit

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 adopts Ordinance (# G-5-23) of the City of Port Lavaca for the purpose of adopting the 2023 Downtown Waterfront Master Plan for the City of Port Lavaca, on this it's second and final reading.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

4. **Consider First Reading of an Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes – Adopted, Sec. 12-21 Same – Additions, deletions and changes; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes – Adopted, Sec. 12-21 Same – Additions, deletions and changes, on this it's first reading.

Seconded by Councilman District 6 Barr

Voting Yea:

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

5. **Consider Change Order from CivilCorp Engineering for the Community Development Block Grant (CDBG) Southside Phase 2 Project, in the amount of \$44,700.00. Presenter is Wayne Shaffer**

Director of Utilities Shaffer advised Council that on Nueces Street, between Center and MLK, staff originally surveyed a 6" sewer line between a found manhole at Center Street and a found manhole at roughly Station 3+40. As Lester Contracting, Inc. began working on installing the arch pipe on Nueces Street, up from MLK, they discovered an additional 6" sewer line and manhole on the south side of the street. There are two 6" sewer lines on either side of the existing 18" storm line in the street down Nueces Street. Staff did not know about the other sewer line because the manhole on the upstream side near Sta 3+40 was covered in asphalt and of course we weren't anticipating there being two sewer lines down the same street. It appears that there are two sewer lines due to the sewer line being roughly at the same elevation as the storm sewer line at least for part of the way down Nueces. Since the services couldn't be laid across the storm line, they installed two sewer lines to serve houses on either side of the street. Mr. Rand Janak, PE, CFM, with CivilCorp Engineering, stated that the newly discovered sewer line conflicts with the new arch pipe being installed down Nueces Street; therefore, must shift out the sewer line.

There is a Change Order from CivilCorp Engineering for the Community Development Block Grant (CDBG) Southside Phase 2 Project, in the amount of \$44,700.00. Lester Contracting, Inc. will furnish and install a 6" SDR26 sewer pipe, reconnect existing sewer services, connect 6" line to existing manhole and furnish and install 6" end of line cleanout. The sewer line needs to be relocated in order to address drainage issues. As this is an unforeseen circumstance, the funding will need to come out of fund reserves.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the Change Order from CivilCorp Engineering for the Community Development Block Grant (CDBG) Southside Phase 2 Project, with work is to be performed by Lester Contracting, Inc., in the amount of \$44,700.00.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

6. **Consider award of bid for the Cascade Breathing System for the Fire Department. Presenter is Joe Reyes**

Fire Chief Reyes advised Council that \$81,681.00 was budgeted in the General Fund for the Fire Department to purchase a Breathing Air Compressor Fill Station.

On July 5, 2023, only one bid was received and upon evaluation, the items bid exceeded our minimum specifications with a total bid in the amount of \$75,117.15, which was a saving from budget of \$6,563.85.

Staff recommends awarding the bid to Morton Morrow, Inc., in the amount of \$75,117.15 for the purchase of a Breathing Air Compressor Fill Station.

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of staff, Council hereby awards the bid for the Cascade Breathing System for the Fire Department, to Morton Morrow, Inc., in the amount of \$75,117.15.

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

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

7. **Consider approval of Final Amount to be reimbursed to Developer Ho Enterprises, LLC per the Ad Valorem Tax Rebate Agreement dated July 11, 2018. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the City of Port Lavaca entered into a 380 Economic Development Ad Valorem Tax Rebate Agreement with Ho Enterprises, LLC on July 11, 2018. This agreement involves the development of Claret Crossing, which is located behind LaSalle's Landing off of Village Road.

A Notice of Substantially Complete Construction of the water, sewer and storm sewer infrastructure was issued on November 9, 2020. With the completion of the construction of the public Park amenities, we have recently been working with Ho Enterprises to gather the documentation of the actual out-of-pocket expenses that the developer incurred to develop the property in accordance with the Agreement.

Staff recommends approving the total dollar amount of \$3,196,622.37 as being the final amount to be reimbursed to the developer per the Ad Valorem Tax Rebate Agreement dated July 11, 2018.

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 Final Amount to be reimbursed to Developer Ho Enterprises, LLC per the Ad Valorem Tax Rebate Agreement dated July 11, 2018, in the amount of \$3,196,622.37.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

8. **Consider Resolution No. R-071023-2 Establishing a Memorandum of Understanding (MOU) between the Texas State University and the City of Port Lavaca, Texas. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that she was introduced to this program by Calhoun County Coastal & Marine Resources Extension Agent, R.J. Shelly. The Clean Coast Texas program is a collaborative effort to assist local governments with strategies to improve water quality and stormwater management.

Services they offer that we are looking at taking advantage of include a GIFT and/or CHARM workshop as part of Education and Community Events, assisting us with potential green stormwater infrastructure projects such as pervious parking surfaces, helping us identify grant sources, and providing free Stormwater Drainage Inlet Markers that we can install on all the new inlets being installed on the southside in addition to other areas.

There is no commitment of City dollars required to execute this Memorandum of Understanding (MOU). Our partner in this MOU is the Texas State University, home of the Meadows Center for Water and the Environment, who is handling Project Management of this Collaborative. Staff recommends Council execute this Memorandum of Understanding with the Texas State University per Resolution No. R-071023-2.

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of staff, Council hereby approves Resolution No. R-071023-2 Establishing a Memorandum of Understanding (MOU) between the Texas State University and the City of Port Lavaca, Texas.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

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

- **To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee [Interim City Manager]) Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 7:32 p.m.

10. **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 7:53 p.m.

No action necessary and none taken.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Meeting adjourned at 7:54 p.m.

These minutes were approved on August 14, 2023.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of July 24, 2023 Special and Workshop

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, July 24, 2023 at 1:00 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 24th day of July, 2023, the City Council of the City of Port Lavaca, Texas, convened in a special and workshop session at 1:00 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Rosie G. Padron*	Councilwoman, District 4, Mayor Pro Tem
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

*Councilwoman District 4 (Mayor Pro Tem) Padron arrived at 1:11 p.m. during agenda item #2.

And with the following absent:

Allen Tippit	Councilman, District 3
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Constituting a quorum for the transaction of business, at which time the following business was transacted:

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 1:09 p.m. and presided with the following announcement:

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Consider appointment of member to the Port Commission Board to fill a vacancy. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that Michael Kovarek had resigned from the Port Commission Board, leaving a vacancy. Mr. Robert Knox has sent a letter of interest to serve on this Board.

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 accepts Michael Kovarek's resignation and appoints Robert Knox to the Port Commission Board to serve a new 2-year term beginning immediately.

Seconded by Councilman District 6 Barr

Voting Yea:

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

2. Consider nomination(s) to the Golden Crescent Regional Planning Commission (GCRPC) General Assembly for 2024 fiscal year. Presenter is Jody Weaver

Motion made by Councilman District 2 Dent

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

THAT, Council hereby approves the following council members representing the City of Port Lavaca in the Golden Crescent Regional Planning Commission (GCRPC) General Assembly for 2024 fiscal year:

- General Assembly Seat #1 represented by Councilman Tippit
- General Assembly Seat #2 vacated by Councilwoman Padron and replaced with Councilman Aguirre
- No nomination made for the Director-at-large.

Seconded by Councilman District 5 Ward

Voting Yea:

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

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

- To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee [Interim City Manager]) Presenter is Mayor Whitlow

Mayor Whitlow announced that Council would retire into closed session at 1:19 p.m.

4. 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 1:40 p.m.

Motion made by Councilman District 2 Dent

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

THAT, Council hereby authorizes a \$5,000.00 salary increase for Interim City Manager Weaver, to be distributed between next pay period through February 08, 2024.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, and Councilman District 5 Ward

Special Meeting adjourned at 1:43 p.m.

RECESS

- Mayor announced Council would take a brief recess at 1:43 p.m.
- Mayor announced Council was back from recess at 1:56 p.m.

WORKSHOP SESSION**VI. CALL TO ORDER**

- Mayor Whitlow called the workshop to order at 1:56 p.m. and presided with the following announcement:

VII. COMMENTS FROM THE PUBLIC

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

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

VIII. ITEMS FOR DISCUSSION - *Council will discuss the following items***1. Discuss 2023-2024 Capital Improvement Plan (CIP) and other Plans. Presenter is Jody Weaver**

Council discussed this agenda item.

No action necessary and none taken.

IX. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Workshop adjourned at 4:34 p.m.

These minutes were approved on August 14, 2023.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 0305Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
June 8, 2023 to July 7, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$15,603.84
- Payments	\$15,603.84
- Other Credits	\$102.97
+ Purchases	\$12,531.02
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$12,428.05

Account Number XXXX XXXX XXXX 0305
Credit Limit \$26,500.00
Available Credit \$13,257.00
Statement Closing Date July 7, 2023
Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$12,428.05
Minimum Payment Due: \$372.85
Payment Due Date: August 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
06/26	06/26	85431895H00XVBK45	PAYMENT - THANK YOU	\$15,603.84-

Transactions continued on next page

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

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

Account Number: XXXX XXXX XXXX 0305
New Balance: \$12,428.05
Minimum Payment Due: \$372.85
Payment Due Date: August 2, 2023

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100CITY OF PORT LAVACA
202 N VIRGINIA ST
PORT LAVACA TX 77979-3431

11273390700003050003728500012428055



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 \$15,603.84-	
06/08	06/11	1544985505YHHTYGS	BUTTER CHURN RESTAURAN ARANSAS PASS TX COLIN RANGNOW	\$34.99
			TOTAL XXXXXXXXXXXX0727 \$34.99	
06/07	06/08	35187424Z0001AG77	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$79.57
06/16	06/18	55432865761Y0EYNN	AMZN MKTP US*LY3A45AY3 AMZN.COM/BILL WA KAREN NEAL	\$6.59
			TOTAL XXXXXXXXXXXX0784 \$86.16	
06/13	06/14	855003954S66KRA1T	TTPOA 832-4526004 TX	\$125.00
06/14	06/16	855003956S66KVB1	TTPOA 832-4526004 TX	\$125.00
06/28	06/30	55432865L5W5LS1JB	ALOFT CORPUS CHRISTI CORPUS CHRIST TX FOLIO #167187	\$12.03
06/28	06/30	55432865L5W5LS1JX	ALOFT CORPUS CHRISTI CORPUS CHRIST TX FOLIO #167186	\$12.03
06/28	06/30	55432865L5W5LS1M6	ALOFT CORPUS CHRISTI CORPUS CHRIST TX FOLIO #167185	\$12.03
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXX0867 \$286.09	
06/08	06/09	554887250BLYBSMYD	TEXAS COMM FIRE PROT AUSTIN TX JUAN LUNA	\$87.17
			TOTAL XXXXXXXXXXXX0941 \$87.17	
06/27	07/02	55432865M5WF78TT9	COURTYARD WACO WACO TX FOLIO #M18201	\$359.60
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXX1212 \$359.60	
07/05	07/07	55421355VAM6QARG	TEXAS MUNICIPAL COURTS AUSTIN TX	\$200.00
07/07	07/07	55432865W5VJ2BG1K	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX MANDY GRANT	\$195.00
			TOTAL XXXXXXXXXXXX1238 \$395.00	
06/11	06/12	55432865260EJ1HAN	AMZN MKTP US AMZN.COM/BILL WA CREDIT	\$102.97-
06/10	06/11	554328651600MHB1J	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
06/15	06/15	55432865661DW6DDB	AMAZON.COM*4F5O51CE3 AMZN.COM/BILL WA	\$34.99
06/20	06/21	55310205B2DLHAMW1	AMAZON.COM*PR3QK8N13 A AMZN.COM/BILL WA	\$279.98
06/22	06/23	82305095D000ELS5V	ZEFFY-SCENIC TEXAS MIDDLETOWN DE	\$750.00
06/22	06/23	82305095D000ENFY6	ZEFFY-SCENIC TEXAS MIDDLETOWN DE	\$750.00
06/26	06/27	55432865H5VQF64YL	AMZN MKTP US*3B7H26873 AMZN.COM/BILL WA	\$17.98
06/27	06/28	55483825KBLH3Y4TH	WAL-MART #0330 VICTORIA TX	\$10.70
07/02	07/03	55432865P5SBL8A0G	AMAZON.COM*Q36V34PX3 AMZN.COM/BILL WA	\$98.95
			SUSAN LANG	
			TOTAL XXXXXXXXXXXX1345 \$1,989.63	
06/11	06/11	55432865260QZD9AW	APPLE.COM/BILL 866-712-7753 CA	\$2.99
06/20	06/21	55547505B5SSLD7VE	RECONYX, INC HOLMEN WI	\$47.50
06/21	06/21	55432865Q634FYWEP	AMZN MKTP US*3M5ZW0ME3 AMZN.COM/BILL WA	\$23.75
06/21	06/22	55432865Q639J6DAX	AMZN MKTP US*KR6YU87H3 AMZN.COM/BILL WA	\$203.17
06/27	06/28	55432865J5VKNG9FT	AMAZON.COM*L34782L83 AMZN.COM/BILL WA	\$78.79
06/27	06/28	25247805J01YEXF4N	WEATHERTECH BOLINGBROOK IL	\$249.37
06/27	06/28	25247805J01YEXF6H	WEATHERTECH BOLINGBROOK IL	\$54.97
06/27	06/28	75418235J54WE2G5Q	B&H PHOTO 800-606-6969 NEW YORK NY	\$342.13
06/29	06/29	55480775L8AZ11719	RECONYX HOLMEN WI	\$40.00

Transactions continued on next page



TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
07/07	07/07	55432865W5VJ38MDQ	INT'L CODE COUNCIL INC 888-422-7233 IL DERRICK SMITH TOTAL XXXXXXXXXXXX3836	\$124.60 \$1,167.27
06/22	06/23	55432865D63GHTL7F	SQ *THE DONUT PALACE PORT LAVACA TX	\$46.80
07/05	07/07	85179395VWGNAT2YG	KECO PUMP AND EQUIPMEN SAN DIEGO CA JAMES RUDELLAT TOTAL XXXXXXXXXXXX8611	\$388.30 \$435.10
06/07	06/08	55500364Z5SE2E5DS	PLUCKERS-ARLINGTON-RET ARLINGTON TX	\$160.96
06/07	06/09	85428144ZWGP3RNBV	CITY MEAT MARKET GIDDINGS TX	\$42.48
06/08	06/09	5550080502LROEWLH	CROWNE PLAZA RESTAURAN ARLINGTON TX	\$97.36
06/08	06/11	753694350V8BYV7GN	BOSTONS PIZZA 5210 ARL ARLINGTON TX	\$163.33
06/09	06/11	554328651603FGYNY	CHUY'S 014 ARLINGTON TX	\$121.58
06/09	06/11	855049951S66HQ6E2	LIVE! ARLINGTON TX	\$96.94
06/09	06/11	023053751EJ0X8FT1	CRACKER BARREL #242 AR ARLINGTON TX	\$98.57
06/10	06/11	023053752EHWTNH70	CRACKER BARREL #242 AR ARLINGTON TX	\$101.17
06/10	06/12	754549152S66MQY11	BLACKSBQ 3 LOCKHART TX	\$70.99
06/10	06/12	855049952S66GWY2E	SPORTS AND SOCIAL ARLINGTON TX	\$39.27
06/10	06/12	527048752W7PLZEQA	CROWNE PLAZA ARLINGTON ARLINGTON TX CHECK-IN 06/07/23 FOLIO #2975902	\$487.11
06/10	06/12	527048752W7PLZSW7	CROWNE PLAZA ARLINGTON ARLINGTON TX CHECK-IN 06/07/23 FOLIO #2975903	\$487.11
06/10	06/12	527048752W7PM0Y0J	CROWNE PLAZA ARLINGTON ARLINGTON TX CHECK-IN 06/07/23 FOLIO #2975899	\$498.25
06/10	06/12	527048752W7PM05YY	CROWNE PLAZA ARLINGTON ARLINGTON TX CHECK-IN 06/07/23 FOLIO #2975901	\$487.11
06/10	06/12	527048752W7PM1MG3	CROWNE PLAZA ARLINGTON ARLINGTON TX CHECK-IN 06/07/23 FOLIO #2975900	\$487.11
07/03	07/04	05436845TEHTYS3EJ	DOMINO'S 6723 PORT LAVACA TX JOE REYES JR TOTAL XXXXXXXXXXXX0215	\$126.47 \$3,565.81
06/08	06/09	55310204Z2E0JA3QA	AMZN MKTP US*IE4YI52C3 AMZN.COM/BILL WA	\$14.65
06/14	06/15	55432865561Q1D630	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$188.70
06/15	06/16	5550036572DP4AA17	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
06/19	06/20	55432865A62PLGPTK	AMZN MKTP US*728Y767K3 AMZN.COM/BILL WA	\$1,629.90
06/26	06/27	55432865H5VQ582NT	UPS*BILLING CENTER 800-811-1648 GA	\$22.13
07/03	07/05	55207395T005FG7A4	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
07/04	07/05	55310205T2E00Z44N	AMZN MKTP US*JO3HK2XW3 AMZN.COM/BILL WA JOANNA WEAVER TOTAL XXXXXXXXXXXX0249	\$51.98 \$1,939.48
06/12	06/13	55432865360R14VH0	AMZN MKTP US*1C86589Q3 AMZN.COM/BILL WA	\$79.90
06/13	06/14	5543286546104LLKD	AMZN MKTP US*7L3970K03 AMZN.COM/BILL WA	\$559.74
06/14	06/14	554328655613S7XBL	AMAZON.COM*EE6OS8FS3 AMZN.COM/BILL WA	\$452.84
06/23	06/25	25247805E01N0467X	ROBERT BROOKE & ASSOCI TROY MI	\$271.14
06/24	06/25	55432865F5STL532A	AMZN MKTP US*D81XX9HO3 AMZN.COM/BILL WA	\$36.99
06/24	06/25	55500365F2DKD6J96	ACADEMY SPORTS + OUTDO KATY TX	\$118.99
06/25	06/26	55432865G5V1FR7AW	AMAZON.COM*261Q76R13 AMZN.COM/BILL WA	\$157.23
06/27	06/27	55432865J5VHLEG6P	AMZN MKTP US*ZY0GV8ZF3 AMZN.COM/BILL WA	\$47.97
06/28	06/28	55432865K5VRM3FBT	AMZN MKTP US*JS4RF7WV3 AMZN.COM/BILL WA	\$189.59
06/29	06/30	55432865L5W6THGZ5	AMZN MKTP US*LA36W1UY3 AMZN.COM/BILL WA CYNTHIA HEYSQUIERDO TOTAL XXXXXXXXXXXX0264	\$167.36 \$2,081.75



CITY OF

Account Number: XXXX XXXX XXXX 0305

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.24% (v)	\$0.00	30	\$0.00
Cash Advances	19.24% (v)	\$0.00	30	\$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 **July 31, 2023**
Date: August 9, 2023

Below are the following reports for the period ending **July 31, 2023**, or **83.3%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,822,737** for the year as of June. Collections in FY 22-23 are 94.7% of total adjusted tax levy. Total current year Property Taxes Outstanding as of June is **\$265,788**.

In the General Fund, revenues through **7/31/23** are **95%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,445,959** for the year as of July. Collections in FY 22-23 are 109% of budget.
2. *Sales Tax* collections through July were **\$2,902,443** or 93% of budget. Collections through July in FY 21-22 were **\$2,794,264**.
3. *Licenses & Permits* collections are **\$121,728** for the year, or 70% of budget. Collections through July in FY 21-22 were **\$137,856**.
4. *Bauer Center Rentals* through July are **\$59,800** or 75% of budget. Collections through July in FY 21-22 were **\$51,900**.
5. *Court Fines* are **\$57,260** for the year, or 48% of budget. Collections through July in FY 21-22 were **\$73,777**.

Expenditures in the General Fund for the year are **73%** of budget.

Target: 83.3%

In the Utility Fund, revenues as of **7/31/23** are **74%** of budget. In addition:

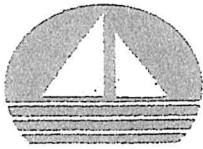
1. *Metered Water* sales through July are **\$2,099,620 or 84%** of budget.
2. *Residential Sewer* sales through July are **\$1,044,783 or 84%** of budget.
3. *Garbage Billings* through July are **\$754,437 or 83%** of budget.

Expenditures in the Utility Fund for the year are **70%** of budget.

Summary – FY 2022-2023 through 4/30/23

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$9,864,844	95%	\$7,990,393	73%	\$1,874,451
Utility	5,284,068	74%	5,278,970	70%	5,097
HOT	393,433	64.5%	476,068	84%	(82,636)
Beach	277,104	76%	115,056	61%	162,048
Port	591,571	34%	485,433	27.5%	106,138
Total					2,065,098

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



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
June 30, 2023**

TAXES DUE AT CERTIFICATION	5,080,947.08
Adjustments to Date	-23,413.65
TOTAL TAX LEVY	5,057,533.43

2022 Tax Collections

	Base	Penalties & Interest	Total
October	2,367,370.85	0.00	2,367,370.85
November	456,709.33	0.00	456,709.33
December	544,010.48	0.00	544,010.48
January	1,056,515.19	0.00	1,056,515.19
February	115,930.96	5,904.59	121,835.55
March	106,206.19	8,280.05	114,486.24
April	56,479.51	5,465.39	61,944.90
May	56,576.18	6,726.32	63,302.50
June	31,943.42	4,618.72	36,562.14
July (Delinquent as of July 1, 2022)			0.00
August			0.00
September			0.00
TOTAL	4,791,742.11	30,995.07	4,822,737.18

Last Year %
Collected
95.63%

% Collected

94.74%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments	0.00
------------------------------	------

2022 TAXES OUTSTANDING	265,787.82
-------------------------------	-------------------

% Current Outstanding 5.26%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	15,508.53	3,883.19	19,391.72
November	11,960.20	5,936.64	17,896.84
December	29,654.80	10,931.51	40,586.31
January	7,327.91	3,189.44	10,517.35
February	5,002.82	4,245.22	9,248.04
March	5,245.73	3,492.81	8,738.54
April	3,207.67	1,508.35	4,716.02
May	3,309.74	1,961.42	5,271.16
June	1,897.35	1,180.02	3,077.37
July			0.00
August			0.00
September			0.00
TOTAL	83,114.75	36,328.60	119,443.35

DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING

387,682.21
653,470.03

[Signature]
7/3/23

COMMUNICATION

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

INFORMATION:

City of Port Lavaca—City Council

August 14, 2023

- **One-Page Flier**
 - Continue to edit and amend one-page flier(s) to highlight demographic stats, workforce, education, and recreation of Port Lavaca
 - Working to get appropriate mapping and land availability with detailed information of infrastructure
 - Including but not limited to: harbor land assets, commercial acreage, and residential acreage
 - Establishing dialogue with realtors within the community to determine the land availability and appropriate usage
 - Awaiting for the completion of the photo contest to use images within the documentation/1-pager
- **Housing Workshop**
 - Continue working with Connect Humanity & Wilkins Alumni Association
 - Assist in creating connections with regional builders association
 - Building out the inventory of home and land ownership within original townsite
 - Bring in key stakeholders that could assist in developing and growing project(s)
- **Matagorda Ship Channel Improvement Project**
 - Submitted letter of support for project post-meeting with Army Corp of Engineers
 - Assisted with dissemination of information to help public show support of the project
- **Project/Development**
 - Met with investors on 8/7 regarding potential mega development
 - Continue working with Lynas Rare Earth Ltd as they have made announcement of their intent to build in Calhoun County
 - Established connection with homebuilder that is interested in developing workforce housing in Port Lavaca
- **Ongoing**
 - Developing a target list for Business Retention and Expansion visits
 - Working with the Chamber of Commerce and Workforce Development to build out the list of businesses and employers
 - Scheduled monthly meetings with City leadership to prioritize findings from Newmark study

COMMUNICATION

SUBJECT: Ratify amendment to Civil Corp's contract to add the Leon Street waterline in the scope of the Alamo Heights project

INFORMATION:

**Subcontract for Consultant Services
 Agreement Between CivilCorp, LLC, and City of Port Lavaca, Texas
 2022-2023 Capital Improvements Projects
 Alamo Heights Phase 1 and 2
 Supplemental Agreement No. 1**

This supplemental work authorization is made pursuant to the terms and conditions of the original contract dated October 10, 2022 hereinafter identified as the "Contract", entered into by and between CivilCorp, LLC and the City of Port Lavaca, Texas.

The following terms and conditions of the original work authorization are hereby amended as follows:

The Scope of Services is amended as follows:

- City has requested plan preparation for replacement of 2" water line on Leon St from Alcoa to 5th St and replacement of 6" water line on 5th St from Leon to north end of project (approx. 2,000 LF total).

The maximum amount payable under this work authorization is amended to add the amount of \$10,000.00 for the additional services to be paid. The new total contract amount is \$685,000.00.

This Supplemental Work Authorization shall become effective on the date of the final execution of the parties hereto. All other terms and conditions of the original contract not hereby amended are to remain in full force and effect.

In witness whereof, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

CIVILCORP, LLC

By: _____

Randy Janak

Vice President - Victoria Office

Date: _____

7/25/23

City of Port Lavaca, Texas

By: _____

Jack Whitlow, Mayor

Date: _____

8-2-2023

COMMUNICATION

SUBJECT: Port Commission recommendation for approval of 2-year lease for Poor Boy Shop

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **September 1, 2023**

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

TENANT

Company name & address POOR BOY BAIT STAND
C/O AUSENCIO REYNA
400 E. LIVE OAK STREET
PORT LAVACA, TX 77979

Home office address 2112 W. AUSTIN ST.
PORT LAVACA, TX 77979

Contact #s Ausencio Reyna 361-746-0077 cell

Local responsible party Ausencio Reyna

Contact #, email _____

Emergency contact Rosa Reyna (sister) 979-779-3176

PREMISES

TRACT #'s SMITH HARBOR: POOR BOY BAIT STAND
Acreage: 40' x 100' + 6'x25' (0.095 ac) +
adjacent space in Harbor to dock two (2) shrimp boats

TERM

Commencement Date September 01, 2023

Termination Date August 31, 2025

Monthly Rate \$1,375.00

Option: None

Rent Increase for Year 02: Municipal Cost Index

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE.
NO SEAFOOD TARIFFS SHALL BE CHARGED UNDER THESE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is effective as of September 1, 2023 (the “Effective Date”) between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as “City”), and **AUSENCIO REYNA DBA POOR BOY BAIT STAND** (hereinafter referred to as “Tenant”).

RECITALS

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

WHEREAS, City intends to lease to Tenant a tract of land located at Smith Harbor, City of Port Lavaca, Texas, identified as Tract “Poor Boy Bait Stand”, consisting of 40’ x 100’ + 6’x25’ (0.095 acres of land, more or less) plus the adjacent space in the Harbor to dock up to two (2) shrimp boats as fully described in Exhibit “A”;

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

“Force Majeure” shall mean acts of God;

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

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

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

“Leased Premises” shall mean (a) the property leased by Tenant pursuant to this Lease, and further described in Exhibit “A” hereto, and (b) all Improvements thereon or hereafter added to the property described in Exhibit “A” which shall not include any bulkhead adjacent to the property.

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

“Permitted Use” shall mean the operation of Tenant’s business, Poor Boy Bait Stand, the storage of materials and equipment, dockage/loading/unloading of up to two (2) shrimp boats and use of any agreed upon City-owned property for public parking, and including use of the transportation infrastructure access to any other easements or public highways.

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

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

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

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

Article 2. Leased Premises.

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

Article 3. Term.

Section 3.01. This lease is for a term of TWO (2) year(s) commencing on the first day of September 2023 and continuing until August 31, 2025. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 Below.

Article 4. Use.

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

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

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

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid

wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City’s Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

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

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

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

Section 4.07. INDEMNIFICATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES, COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS

OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

Section 4.08. Liability for Environmental Cleanup. Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

Section 4.09. Compliance with City Code of Ordinances related to Environment and Health. Tenant shall comply fully with all Articles of Chapter 20 of the City's Code of Ordinances.

Section 4.10.

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent of **\$1,375** per month, beginning September 1, 2023 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be adjusted on September 1, 2024 based upon the most recently published Municipal Cost Index (MCI) at the time of the increase compared with the MCI published for August 2023. City may give a courtesy notice of this increase, however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. Rent shall be prorated for any partial month.

Section 5.02. Agreement to Advertise. Tenant agrees to place a minimum half-page color advertisement, approved by the City Manager, in each Fall and Summer Calhoun County Visitor's Guide during the term of this lease. The advertisement shall promote Tenant's Business and Smith Harbor as a designation point for out-of-town visitors to Port Lavaca. Should tenant fail to place such ads or fail to make timely payment for such ads, the agreement to advertise shall be null and void and the monthly rent shall be increased by \$95.00/month effective immediately upon notification that an ad deadline or payment deadline was missed.

Section 5.03. Wharfage Rates and Charges/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities.

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

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

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

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

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

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

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

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

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such **non-permanent** Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

Section 6.04. Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **"AS IS, WITH ALL FAULTS, IF ANY, AND**

WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,” other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises.

Section 6.05. Repair and Maintenance. Tenant shall maintain the Leased Premises, including all permanent and non-permanent improvements, at all times during the Term in a good, clean, weathertight (including proper roofing, siding and painting), safe, operable, attractive and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.06. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

Section 6.07. Damages to property and facilities. Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

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

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

Article 9. Transfer by Tenant.

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

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

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

Article 11. Insurance.

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

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

ARTICLE 12. INDEMNITY.

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

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

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

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

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

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

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

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

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

Article 14. Condemnation.

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

Section 14.02. Partial Taking. If a Partial Taking of the Leased Premises occurs, as defined in Article 1 above, (a) this Lease shall continue in effect as to the portion of the Leased Premises not taken, and (b) Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the parties shall be entitled to receive and retain the Award for the portion of the Leased Premises taken, as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure

to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.] In addition, upon a Partial Taking, the Land Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

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

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

Article 16. Default.

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

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

failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

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

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

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

Article 17. Right of Reentry.

Upon the expiration or termination of the Term for whatever cause, or upon the exercise by City of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately, quietly and peaceably surrender to City possession of the Leased Premises in the condition and state of repair required under the Lease and Tenant shall remove the non-permanent Improvements in accordance with Section 6.01 hereof. If Tenant fails to surrender possession as herein required, City may initiate any and all legal action as City may elect to dispossess Tenant and all persons or firms claiming by, through or under Tenant of its non-permanent Improvements from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage or destruction thereto) any such non-permanent Improvements at Tenant's cost and expense. For so long as Tenant remains in possession of the Leased Premises after such expiration, termination or exercise by City of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations

of Tenant under this Lease, except that the Land Rent shall be **twice the per day Land Rent in effect immediately prior to such expiration**, termination or exercise by City. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

Article 18. Miscellaneous.

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

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

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

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

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

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

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

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

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

and

(b) Tenant shall be:
 AUSENCIO REYNA
 DBA POOR BOY BAIT STAND
 400 E. Live Oak Street
 Port Lavaca, Texas 77979

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

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

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

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

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

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

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely

performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

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

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

[Signatures follow on Next Page]

EFFECTIVE September 1, 2023 and EXECUTED this ____ day of _____, _____.

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

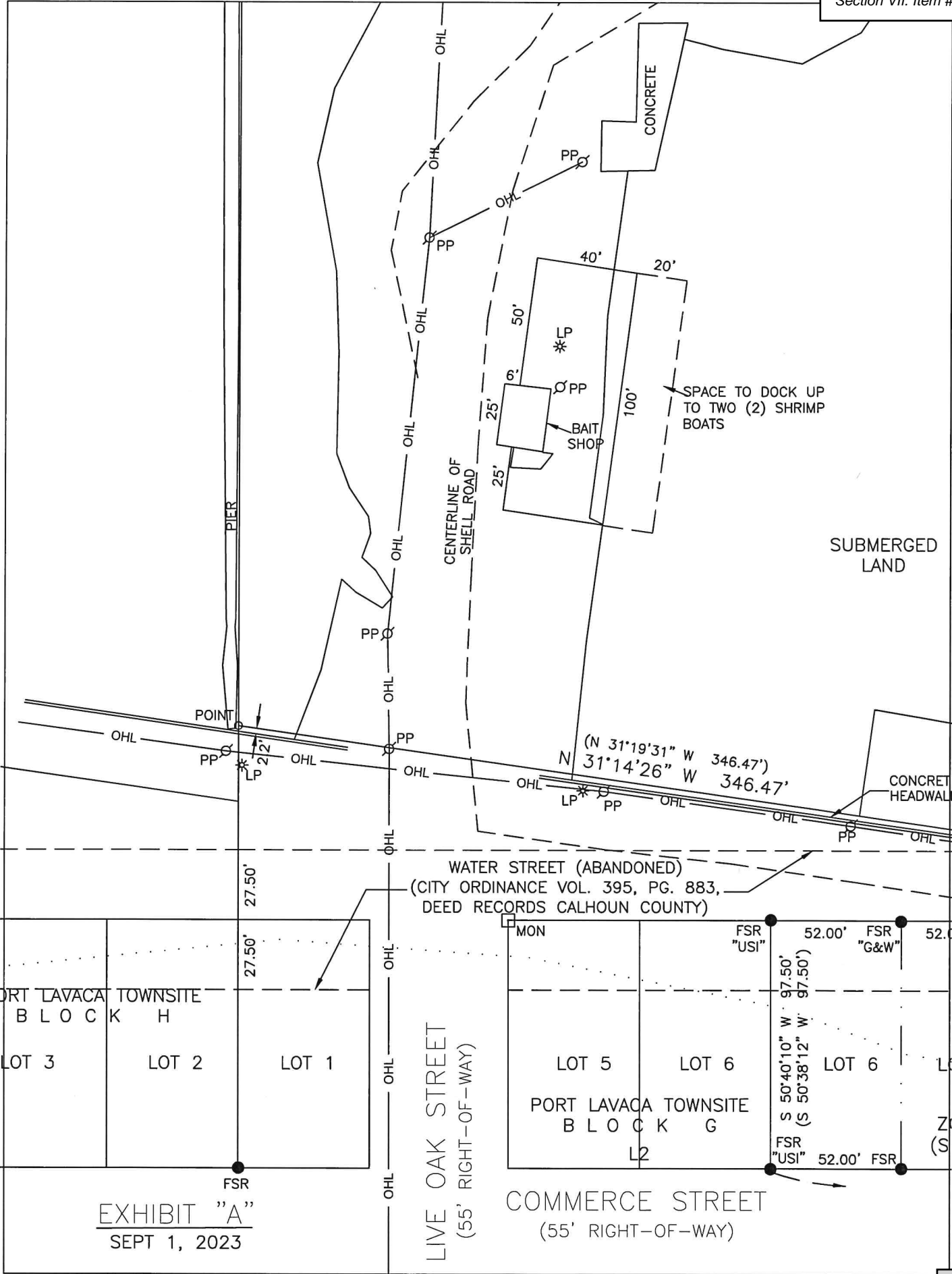
Mandy Grant, City Secretary

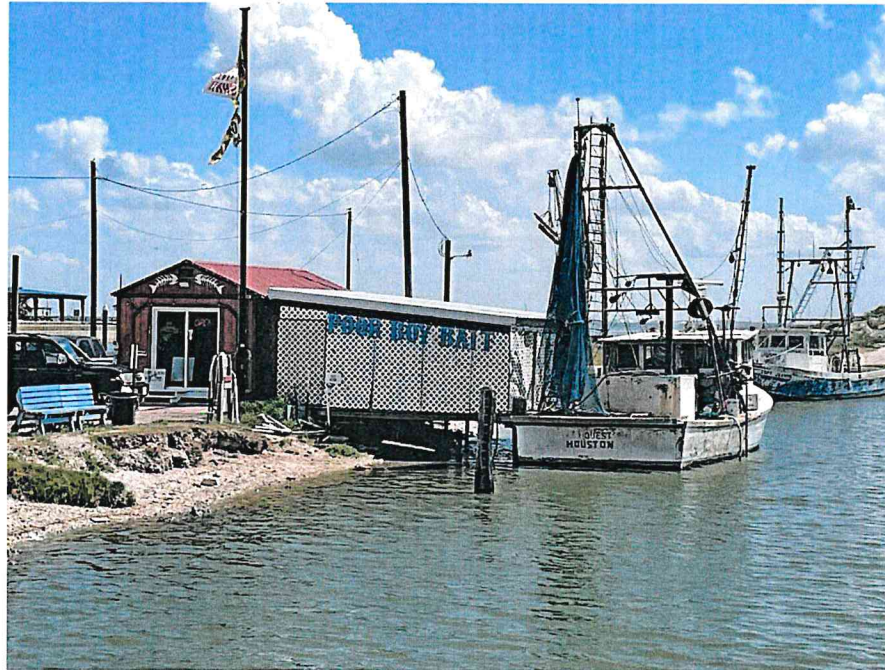
TENANT

By: _____

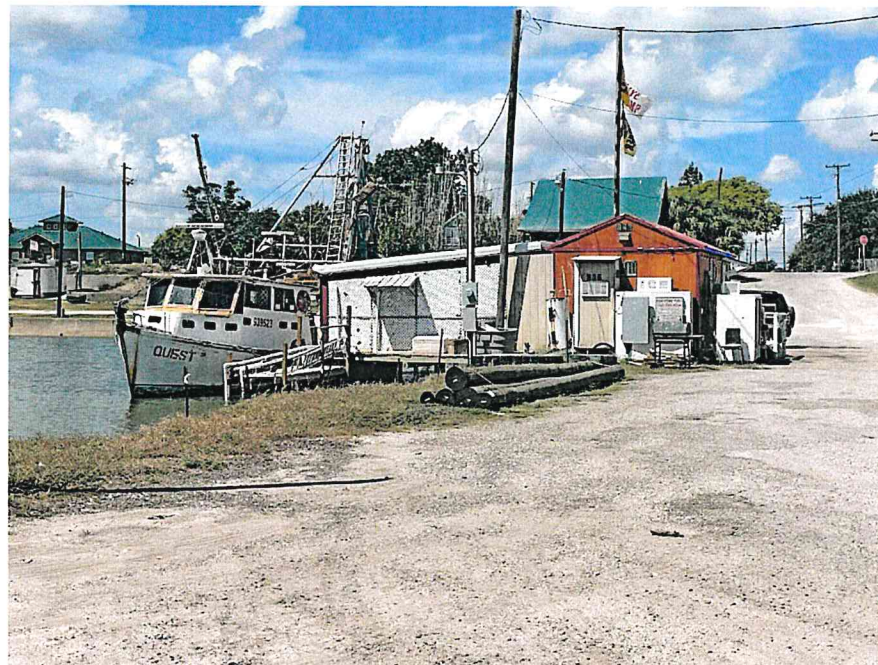
Name: Ausencio Reyna

Title: Owner





Poor Boy Bait Stand - Looking Northeast – 7.31.2023



Poor Boy Bait Stand - Looking Southwest – 7.31.2023

EXHIBIT "A" SHEET 2



Poor Boy Bait Stand - Looking East – 7.31.2023



Poor Boy Bait Stand - Looking Southeast – 7.31.2023



Poor Boy Bait Stand - Looking Southwest – 7.31.2023

COMMUNICATION

SUBJECT: Receive Quarterly Investment report ending June 30, 2023

INFORMATION:

City of Port Lavaca
Quarterly Investment Report
 4/1/2023 - 6/30/2023

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	3/31/2023	6/30/2023	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
N/A	N/A		17%	<u>Demand Deposits</u>											
				Payroll			\$ 10,035	\$ 5,670	0.0000%		\$ 5,670	\$ 5,670			\$ -
				First National Bank											
N/A	N/A			Pooled Cash			\$ 5,388,147	\$ 4,122,629	1.5000%		\$ 4,122,629	\$ 4,122,629			\$ 19,487
				First National Bank											
N/A	N/A			Fireman's Retirement			\$ 50	\$ 50	0.0000%		\$ 50	\$ 50			\$ -
				First National Bank											
N/A	N/A			Checking			\$ -	\$ -	0.0000%		\$ -	\$ -			\$ -
				First National Bank											
N/A	N/A			Flip Flip			\$ 1	\$ 1	0.0000%		\$ 1	\$ 1			\$ -
				First National Bank											
N/A	40 *		83%	<u>Local Government Investment Pools</u>											
				Consolidated Cash			\$ 13,927,504	\$ 14,106,970	5.2554%	5.2400%	\$ 14,106,970	\$ 14,101,538			\$ 179,465
				Logic											
N/A	40 *			Series 2022 Capital Projects			\$ 5,628,338	\$ 5,700,862	5.2554%	5.2400%	\$ 5,700,862	\$ 5,698,667			\$ 72,524
				Logic											
Total Investments							\$ 24,954,075	\$ 23,936,182	3.2571% Average		\$ 23,936,182	\$ 23,928,556	\$ -		\$ 271,477

* Weighted Average Maturity

Total Interest for April 1, 2023 through June 30, 2023

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

Susany Lang
 Finance Director

Date

7/11/23

COMMUNICATION

SUBJECT: Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 16, 2023 and waiver of any fees associated with the event. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 14, 2023

DATE: 08/11/2023

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

FROM: TANIA FRENCH, EVENTS COORDINATOR

SUBJECT: ANNUAL UNITED WAY FAMILY FUN DAY

BACKGROUND:

The United Way of Calhoun County is requesting the use of the Bayfront Peninsula Park to hold its annual Family Day on Saturday, September 16 from 11 a.m. to 2 p.m.. They are also requesting that the fees be waived for the use of the park. The event will be free of charge to the public.

RECOMMENDATION:

Staff recommends waiving the fees for the annual community event.

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: **AUGUST 14, 2023** **AGENDA ITEM #** _____

DATE: 8/14/2023

TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS

FROM: JOANNA WEAVER, INTERIM CITY MANAGER

SUBJECT: APPOINTMENT/REAPPOINTMENT OF RECREATION AND PARKS
BOARD MEMBER

BACKGROUND:

The Recreation and Parks Board has vacancies that need to be filled. Per our city ordinance, the board shall consist of not less than five nor more than nine members who must be residents of the city.

The board currently consists of four members. There are five people that have expressed interest in serving on the parks board. They are all registered voters and live within city limits. Their names are Mary Lou Tharling, Dina Smith, Kevin Kuntschik, and Nicholas Lowry, and Tracy Hefley. They are all dedicated residents and would like to serve our community by serving as a parks board member.

There are no term limits established and the full term is for a period of two (2) years. The board members shall serve without compensation.

FINANCIAL IMPLICATIONS: None

IMPACT ON COMMUNITY SUSTAINABILITY: None

RECOMMENDATION: Staff recommends approving all residents interested in serving the parks board.

ATTACHMENTS: See attached letter/e-mail's of interest.

July 20, 2023

City of Port Lavaca
Attn: City Council

Re: Parks Advisory Board

I Mary Lou Tharling would like to serve on the Parks Advisory Board.

I have been a citizen of Port Lavaca for the past 67 years, as well as a retired and registered voter for the City of Port Lavaca.

I would be thrilled to have the opportunity to serve on your board and put my knowledge to use.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Lou Tharling".

Lorena Perez-Diaz

From: Dina Smith <smithdina.3b@gmail.com>
Sent: Wednesday, July 26, 2023 10:43 AM
To: Lorena Perez-Diaz
Subject: Parks board

To whom it may concern;
After much reflection, I would love to be a part of the parks board in order to help my community. If this is possible, please let me know.
My phone number is 3615539852. My address is 126 Spyglass Hill St.
My email is 7smithd@gmail.com. Thank you for your time.
Sincerely,
Dina Smith

Sent from my iPhone

Lorena Perez-Diaz

From: Kevin Kuntschik <kevin@coastalnailandtool.com>
Sent: Friday, August 4, 2023 9:47 AM
To: Lorena Perez-Díaz
Subject: Parks board

Good morning,

I spoke with Jim ward yesterday and I am interested in the parks board position.

I am the operations manager of Coastal Nail and Tool.

My address is 201, Berwick Place, Port Lavaca TX 77979

My cell is 830-263-1443

Please feel free to reach out at any time. Have a great weekend!

Kevin Kuntschik

--

Kevin Kuntschik
Operations Manager

Lorena Perez-Diaz

From: nicholaslowry8404@gmail.com
Sent: Wednesday, August 9, 2023 9:42 AM
To: Lorena Perez-Diaz
Subject: Parks board

Good morning ma'am,

My name is Nick Lowry and I would be honored to be considered for the parks board. I look forward to the opportunity to further beautify our city. Thank you so much in advance for y'all's consideration.

Blessings

Nick Lowry

Sent from Yahoo Mail for iPhone

Lorena Perez-Diaz

From: Jody Weaver
Sent: Monday, August 7, 2023 11:36 AM
To: Mandy Grant
Cc: Lorena Perez-Diaz
Subject: FW: Parks Board

Mr. Tracy Hefley of 302 S. Colorado has expressed interest in servicing on the Parks Board. (See email below) Please check his voter registration and place this on the agenda for the 14th.

Jody

From: Tracy Hefley <tracyhefley0@gmail.com>
Sent: Monday, August 7, 2023 11:31 AM
To: Jody Weaver <jweaver@portlavaca.org>
Subject:

Hey Jody, per our texts this morning, I am interested/willing to serve on the parks board for port lavaca. Thank you

COMMUNICATION

SUBJECT: Consider award of construction contract for the Water System Improvements Project. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: 08/14/2023

DATE: 08-10-23

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: Recommendation of Award City of Port Lavaca Water System
Improvements

BACKGROUND:

On August 3, 2023, bids were received by the City of Port Lavaca (City) for the Water System Improvements project. AECOM received the Pricing and Bid Sheets submitted for the two (2) bids received, from the City. AECOM has reviewed the bids and a bid tabulation has been prepared; summary sheet and a detailed bid tabulation are attached.

FINANCIAL IMPLICATIONS:

The original estimate for this project was \$2,292,316 and was going to be paid for from the ARPA grants received. In order to fully fund the difference, \$2,029,034 must be reallocated from existing bond funds that were intended for other projects.

RECOMMENDATION:

Staff and AECOM recommends that JTR Constructors, Inc. be awarded the contract for the referenced project based on the bid of \$4,321,350.00.

ATTACHMENTS:

Letter of recommendation, summary sheet, and a detailed bid tabulation are attached.



AECOM
19219 Katy Freeway, Suite 100
Houston, TX 77094
aecom.com

August 8, 2023

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

**Re: Letter of Recommendation of Award
City of Port Lavaca Water System Improvements
AECOM Project No. 60659778**

Dear Ms. Weaver:

On August 3, 2023, bids were received by the City of Port Lavaca (City) for the Water System Improvements project. AECOM received the Pricing and Bid Sheets submitted for the two (2) bids received, from the City. AECOM has reviewed the bids and a bid tabulation has been prepared; summary sheet and a detailed bid tabulation are attached.

The bids received are ranked as follows:

	Bidder Name	Grand Total
No. 1	JTR Constructors, Inc.	\$4,321,350.00
No. 2	Associated Construction Partners, LTD	\$5,211,625.00

No deficiencies were found in the grand total bids that include the Base Bid, Supplemental Bid, and Cash Allowance. However, both of the bids included a "No Bid" for the alternate bid item. The bid evaluation has been based on the grand totals bids that excludes the alternate bid item.

After tabulating and reviewing each bid item, AECOM respectfully confirms that JTR Constructors, Inc is the low bidder. JTR Constructors, Inc (JTR) is a general contractor out of the Houston area who is routinely involved in construction of water and wastewater treatment plant improvements type projects. They have the experience and qualification to perform the scope of work as specified in the contract documents of this project. JTR has been in business for 26 years; they are a reputed firm in the industry. AECOM has previously worked with JTR Constructors on different projects, including the Lynn's Bayou WWTP Improvements Project. We have been satisfied with the quality of their work on those projects.

AECOM recommends that JTR Constructors, Inc. be awarded the contract for the referenced project based on the bid of \$4,321,350.00. Please call me at (281) 675.7668, if you have any questions or require further information.

Sincerely,



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

Attachments: Bid Summary Sheet & Bid Tabulation

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



BID TABULATION FOR: CITY OF PORT LAVACA WATER SYSTEM IMPROVEMENTS
BID OPENING DATE: August 3, 2023
BID OPENING LOCATION: CITY HALL, CITY OF PORT LAVACA, 202 N. VIRGINIA ST., PORT LAVACA, TX 77979
TABULATION BY: AECOM
TABULATION DATE: August 8, 2023
AECOM PROJECT NO: 60659778

Bidder's Name	Base Bid Items 1 to 29	Supplemental Bid Items S-1 to S-11	Cash Allowance Bid Item CA-1	Grand Total	Alternate Bid Item A-1
1. JTR Constructors, Inc.	\$4,106,100.00	\$214,250.00	\$1,000.00	\$4,321,350.00	No Bid
2. Associated Construction Partners, LTD	\$4,921,375.00	\$289,250.00	\$1,000.00	\$5,211,625.00	No Bid

1. JTR Constructors used revised Pricing & Bid Sheet and acknowledged receipt of all three Addendums.
2. Associated Construction Partners, LTD used revised Pricing & Bid Sheet and acknowledged receipt of all three Addendums.
3. Neither JTR Constructors nor Associated Construction Partners, LTD provided a bid for Alternate Bid Item No. 1.

Bid Tabulation
City of Port Lavaca
Water System Improvements
Bids Opened: August 3, 2023
Tabulated by: AECOM
AECOM Project No. 60659778

				JTR Constructors, Inc.		Associated Construction Partners, LTD	
Item Number	Approx. Quantity	Unit	Description of Item	Unit Cost	Total Amt	Unit Cost	Total Amt
Base Bid Items							
1	1	Lump Sum	Contractor Bonds and Insurance, Complete Task.	\$122,000.00	\$122,000.00	\$56,000.00	\$56,000.00
2	1	Lump Sum	Contractor Mobilization of All Equipment, Materials and Personnel To Job Site. Complete In Place.	\$122,000.00	\$122,000.00	\$200,000.00	\$200,000.00
3	1	Lump Sum	Design of Trench Excavation and Shoring Safety Plan, Complete in Place	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	325	Linear Foot	"Trench Safety System," All Depths, All Widths, Complete in Place	\$5.00	\$1,625.00	\$15.00	\$4,875.00
5	1	Lump Sum	Start-Up and Training. Equipment Training and Plant Start-Up. Complete in Place	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
6	1	Lump Sum	Provide Temporary Construction Fencing, Access Gate, and Access Road (If Needed). as shown on PLANS and detailed in Technical Specifications, Complete in Place	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
7	1	Lump Sum	Demolish Items on the Ground Storage Tank, Including but not limited to Exterior and Interior Ladders, Roof Vent, Roof Hatch, Shell Manway, Overflow/Drain Piping, and Inlet Piping, as shown on PLANS and detailed in Technical Specifications, Complete in Place	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00
8	1	Lump Sum	Remove Paint, Prepare Surface, Recoat and Disinfect Interior of Ground Storage Tank (GST), Complete In Place	\$150,000.00	\$150,000.00	\$275,000.00	\$275,000.00
9	1	Lump Sum	Remove Paint, Prepare Surface and Recoat Exterior of GST; Replace All Gaskets and Sand and Paint All Bolts and Nuts for Manways (Replace As Necessary); and Install Non-Skid Surface on Roof, Complete In Place	\$95,000.00	\$95,000.00	\$260,000.00	\$260,000.00
10	1	Lump Sum	Furnish and Install Items on the Ground Storage Tank, Including but not limited to Exterior and Interior Ladders, Roof Vent, Roof Hatch, Shell Manways, Overflow/Drain Piping, and Inlet Piping, as shown on PLANS and detailed in Technical Specifications, Complete in Place	\$350,000.00	\$350,000.00	\$250,000.00	\$250,000.00
11	1000	Pounds	Furnish and Install 1/4" Steel Plate to patch the Existing Ground Storage Tank, as shown on PLANS and detailed in Technical Specifications, Complete in Place	\$30.00	\$30,000.00	\$150.00	\$150,000.00
12	1	Lump Sum	Furnish and Install New Level Instrumentation and Sample Faucet for the GST as Shown on the PLANS and detailed in Technical Specifications, Complete	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00

Bid Tabulation
City of Port Lavaca
Water System Improvements
Bids Opened: August 3, 2023
Tabulated by: AECOM
AECOM Project No. 60659778

13	1	Lump Sum	Construct Concrete Masonry Unit Ground Storage Tank Pump Building, including Electrical Room, Liquid Ammonium Sulfate (LAS) Feed Room and Chlorination Room, including excavation, foundation preparation, concrete foundation, and all other necessary work required to construct the building as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$60,000.00	\$60,000.00	\$1,100,000.00	\$1,100,000.00
14	1	Lump Sum	Paint All Surfaces of the New Ground Storage Tank Pump Building as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$100,000.00	\$100,000.00	\$65,000.00	\$65,000.00
15	1	Lump Sum	Furnish and Install Chlorination System Including Chlorinators, Dual Scale, Vacuum Regulators, Booster Pump, Leak Detector, and All Associated Valves, Piping, and Associated Appurtenances needed for a Complete Installation, as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$106,000.00	\$106,000.00	\$125,000.00	\$125,000.00
16	1	Lump Sum	Furnish and Install Liquid Ammonium Sulfate (LAS) Feed System Including Tank, Pumps, and All Associated Valves, Piping, and Associated Appurtenances needed for a Complete Installation, as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$114,000.00	\$114,000.00	\$130,000.00	\$130,000.00
17	1	Lump Sum	Furnish and Install separate Chlorine and LAS Analyzers Including all Associated Valves and Appurtenances needed for a complete installation, as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$127,846.00	\$127,846.00	\$120,000.00	\$120,000.00
18	1	Lump Sum	Furnish and Install Three Water Ground Storage Tank Pumps Including Motor, Metal Pump Base, and Associated Appurtenances as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$275,000.00	\$275,000.00	\$200,000.00	\$200,000.00
19	1	Lump Sum	Furnish and Install all Ground Storage Tank Pump Suction and Discharge Piping, Valves, Instruments, Pipe Supports, and Associated Appurtenances as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$95,000.00	\$95,000.00	\$500,000.00	\$500,000.00

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20	1	Lump Sum	Furnish and Install all Suction and Discharge Yard Piping, Including Suction and Discharge Headers and All Valves, Pipe Supports and Associated Appurtenances shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$950,000.00	\$950,000.00	\$400,000.00	\$400,000.00
21	1	Lump Sum	Furnish and Install an Active Mixing System for the Ground Storage Tank, Including All Associated Appurtenances needed for a Complete Installation as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
22	1	Lump Sum	Furnish and Install all HVAC Equipment including Louvers, Supply Fans, Exhaust Fans, and Unit Heaters in the Ground Storage Tank Pump Building as shown in PLANS and detailed in Technical Specifications, Complete in Place	\$85,000.00	\$85,000.00	\$60,000.00	\$60,000.00
23	1	Lump Sum	Furnish and Install all Electrical and Instrumentation components for the Ground Storage Tank and all ancillary equipment as shown in the PLANS and detail in Technical Specifications, Complete in Place	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00
24	1	Lump Sum	Furnish and Install all Electrical and Instrumentation components for the Ground Storage Tank Pump Building and all ancillary equipment as shown in the PLANS and detail in Technical Specifications, Complete in Place	\$880,629.00	\$880,629.00	\$550,000.00	\$550,000.00
25	1	Lump Sum	Furnish and Install all Electrical and Instrumentation components for the Flow Meter Run and all ancillary equipment as shown in the PLANS and detail in Technical Specifications, Complete in Place	\$55,000.00	\$55,000.00	\$45,000.00	\$45,000.00
26	1	Lump Sum	Furnish and Install all Electrical and Instrumentation components for the George Street EST and all ancillary equipment as shown in the PLANS and detail in Technical Specifications, Complete in Place	\$114,000.00	\$114,000.00	\$110,000.00	\$110,000.00
27	1	Lump Sum	Furnish and Install all Electrical and Instrumentation components for the Village Road EST (Off Site EST) and all ancillary equipment as shown in the PLANS and detail in Technical Specifications, Complete in Place	\$67,000.00	\$67,000.00	\$65,000.00	\$65,000.00
28	1	Lump Sum	Site Restoration, including restoring land surface and grass to as good or better condition than existed prior to work. Clean-Up project site and hydro-mulch seed all areas disturbed as a result of construction, Complete in Place.	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00

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29	1	Lump Sum	Contractor Demobilization of All Equipment, Materials and Personnel from Job Site. Complete In Place.	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
Base Bid Items Subtotal (Base Bid Items 1 - 29)					\$4,106,100.00		\$4,921,375.00
Supplemental Bid Items							
S-1	20	Cubic Yard	Extra Sand Encasement in addition to Sand Encasement included in Base Bid Items, When Authorized by Owner, Complete in Place	\$25.00	\$500.00	\$50.00	\$1,000.00
S-2	10	Cubic Yard	Extra Structural Excavation, When Authorized by Owner, Complete in Place	\$25.00	\$250.00	\$50.00	\$500.00
S-3	10	Cubic Yard	Extra Compacted Sand fill, When Authorized by Owner, Complete in Place	\$25.00	\$250.00	\$50.00	\$500.00
S-4	10	Cubic Yard	Extra Bank Sand Backfill, When Authorized by Owner, Complete in Place	\$25.00	\$250.00	\$50.00	\$500.00
S-5	10	Cubic Yard	Extra Cement-Stabilized Sand Backfill, When Authorized by Owner, Complete in Place	\$50.00	\$500.00	\$175.00	\$1,750.00
S-6	10	Cubic Yard	Extra Class "A" Concrete, When Authorized by Owner, Complete in Place	\$500.00	\$5,000.00	\$1,500.00	\$15,000.00
S-7	10	Cubic Yard	Extra Class "K" Concrete, When Authorized by Owner, Complete in Place	\$500.00	\$5,000.00	\$1,500.00	\$15,000.00
S-8	500	Pounds	Extra Reinforcing Steel, When Authorized by Owner, Complete in Place	\$3.00	\$1,500.00	\$10.00	\$5,000.00
S-9	500	Pounds	Extra 1/4" Steel Plate, When Authorized by Owner, Complete in Place	\$10.00	\$5,000.00	\$150.00	\$75,000.00
S-10	1	LS	Remove and Replace Center Support Column of GST, As Needed and Approved by Owner, Complete In Place	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00
S-11	6	EA	Remove and Replace Outer Support Columns of GST, As Needed and Approved by Owner, Complete In Place	\$28,000.00	\$168,000.00	\$25,000.00	\$150,000.00
Supplemental Bid Items Subtotal (Supplemental Items S-1 to S-11)					\$214,250.00		\$289,250.00
Cash Allowance Bid Items							
CA-1	1	Lump Sum	Provide Lead Testing for the Existing Ground Storage Tank Interior and Exterior Coatings [Contact Lori Vahrenkamp with Pace Environmental at (361) 446-0565]	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Cash Allowance Bid Item Subtotal (Cash Allowance Item CA-1)					\$1,000.00		\$1,000.00
Grand Total					\$4,321,350.00		\$5,211,625.00

Bid Tabulation
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AECOM Project No. 60659778

				JTR Constructors, Inc.		Associated Construction Partners, LTD	
Item Number	Approx. Quantity	Unit	Description of Item	Unit Cost	Total Amt	Unit Cost	Total Amt
Alternate Bid Items							
A-1	1	Lump Sum	In lieu of Base Bid Item 17, provide a Combined Chemical Analyzer Including all Associated Valves and Appurtenances needed for a complete installation.	N/B	N/B	N/B	N/B
Alternate Bid Item Subtotal (Alternate Bid Item A-1)					N/B		N/B

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes - Adopted, Sec. 12-21 Same - Additions, deletions and changes; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: AUGUST 14, 2023

DATE: 08.08.23

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

**SUBJECT: PROPOSED AMENDMENT TO CHAPTER 12, ARTICLE II – BUILDING AND
BUILDING REGULATIONS OF THE CITY OF PORT LAVACA’S CODE OF
ORDINANCES**

- The purpose of the proposed amendment to the Code of Ordinances is to update the City’s model codes. The update will ensure better approaches to maintain a safe and healthy built environment.
- Keeping adopted codes current will also help to ensure lower insurance premiums for citizens.

The proposed amendment to Chapter 12, Article II is in Exhibit A of the Ordinance.

ORDINANCE #G-6-23

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS PART II, CHAPTER 12 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II BUILDING TRADE CODES, SECTION 12-19 PURPOSE, SECTION 12-20 BUILDING TRADE CODES – ADOPTED SECTION 12-21 SAME – ADDITIONS, DELETIONS AND CHANGES; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 12 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 10th day of July, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of August, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of August, 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 Aguirre	Aye		
Councilman Dent	Absent		
Councilman Tippet	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

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

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

EXHIBIT A

CHAPTER 12. – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. - BUILDING TRADE CODES

Sec. 12-19. - Purpose.

The purpose of this article is the practical safeguarding of persons and property. The requirements of this article and of the codes adopted in this article are to be considered the minimum requirements for all types of construction and maintenance in the city and outside the city where property is or may be connected to the city water and sewer system. The chief building official is assigned the responsibility for the licensing, permitting, interpretation and enforcement required by the codes.

(Ord. No. G-7-06, § 1, 9-11-2006)

Sec. 12-20. - Building trade codes - Adopted.

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

- (1) ~~2015~~ **2021** International Building Code, as amended with appendixes.
- (2) ~~2015~~ **2021** International Residential Code, as amended with appendixes.
- (3) ~~2015~~ **2021** International Mechanical Code, as amended with appendixes.
- (4) ~~2015~~ **2021** International Plumbing Code, as amended with appendixes.
- (5) ~~2015~~ **2021** International Fuel Gas Code, as amended with appendixes.
- (6) ~~2015~~ **2021** International Energy Conservation Code, as amended with appendixes.
- (7) ~~2015~~ **2021** International Fire Code, as amended with appendixes.
- (8) ~~2015~~ **2021** International Code Council Performance Code, as amended with appendixes.
- (9) ~~2015~~ **2021** International Property Maintenance Code, as amended with appendixes.
- (10) ~~2017~~ **2020** National Electrical Code, as amended.
- (11) ~~Wind Provisions of the 2018 International Building Codes.~~

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

Sec. 12-21. - Same—Additions, deletions and changes.

The following additions, deletions, and changes are adopted to the codes listed in section 12-20:

- (1) Appendix B, Section ~~B101.2.20~~ **B101.3** of the International Building Code is deleted in its entirety and the following is substituted:

"The Board shall consist of five members possessing the qualifications approved by the City Council."

~~Appendix L~~ **Appendix P**. Add new appendix to the International Building Code.

"Appendix ~~L~~ **P** - Moving buildings."

General. A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway within the governmental limits without first obtaining a permit from the building official.

Written application. Any person desiring to move a building shall first file with the building official a written application setting forth the following information:

Type and kind of building to be moved;

The original cost of such building;

The extreme dimensions of the length, height and width of the building;

Its present location and proposed new location by lot, block, subdivision and street address; and

The approximate time such building will be upon the streets, and contemplated route that will be taken from present to new location.

Permit refusal. If in the opinion of the building official, the moving of any building will cause serious injury to persons or property or serious injury to the streets or other public improvements, or the building to be moved has deteriorated more than 50 percent of its current value by fire or other element, or the moving of the building will violate any of the requirements of this code, the zoning regulations or deed restrictions, the permit shall not be issued and the building shall not be moved over the streets. Any building being moved for which a permit was granted shall not be allowed to remain in or on the streets for more than 48 hours.

Bond required. The building official, as a condition precedent to the issuance of such permit, shall require a bond to be executed by the person desiring such removal permit, with corporate surety licensed to do business in the state. Such bond shall be made payable to the city and for such amount as is set by the building official. It shall indemnify the city against any damage caused by the moving of such building to streets, curbs, sidewalks, shade trees, highways and any other property that may be affected by the moving of a building. Such bond shall also be conditioned upon the liable of strict compliance with the

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

terms of said permit, as to route to be taken and limit of time in which to effect such removal and to repair or compensate for the repair and to pay the City of Port Lavaca as liquidated damages an amount as established in appendix A to this Code for each and every day's delay in completing such removal or in repairing any damages to property or public improvement or in clearing all public streets, alleys or highways of all debris occasioned thereby.

Notice of permit. Upon the issuance of said moving permit, the holder of such permit shall cause notice to be given to the chief of the fire department, chief of the police department, superintendent of streets, director of emergency medical service and utility companies that will be affected by the move.

Public safety requirements. Every building which occupies any portion of public property after sundown shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.

There shall be sufficient numbers of light placed on each street side of the building to indicate extreme width, height, and length. Lights shall be standard barricade type lights.

In addition to the lights on the building, barricade lights shall be placed in accordance with the state traffic manual.

Improvement by owner. The owner of any house, building, or other structure proposed to be moved shall make all necessary improvements required in order for the house, building, or structure to comply with the requirements of this Code within 90 days from the date of the issuance of the moving permit. Extensions of such time, as deemed reasonable, may be granted by the building official upon a showing of delay caused by matters beyond the control of the owner or house mover. The application for the moving permit shall be accompanied by an application for a building permit and a complete plan and specifications showing the changes or conditions of the house, building or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent.

- (2) Section 111 (Means of Appeal) of the International Property Maintenance Code is deleted.
- (3) Appendix B, as amended, of the International Building Code is inserted in its place.
- (4) Section R112 (Board of Appeals) of the International Residential Code is deleted.
- (5) Appendix B, as amended, of the International Building Code is inserted in its place.
- (6) Section 109 (Means of Appeal) of the International Plumbing Code is deleted.
- (7) Appendix B, as amended, of the International Building Code is inserted in its place.
- (8) The following is added to the International Plumbing Code as appendix H:

Appendix H-Plumbing reroute.

Definitions. The term "rerouting of plumbing" means the repair or replacement of piping under the floor of buildings or structures.

Permit required.

Materials and installation shall be approved by the plumbing inspector.

Access to work area:

A horizontal crawlspace shall be provided under the foundation or floor to allow access for working and inspections.

Crawlspace shall have a minimum vertical clearance of three feet under all obstructions and a clear width of three feet.

Crawlspace shall extend outside of the foundation horizontally at full depth and width for a distance of four feet.

The surface and walls of the crawlspace shall be dry, graded and free of clods, metal or other objects.

Lighting equipment shall be designed and approved for damp locations.

Inspections.

Crawlspace and access surface shall be dry and lined with plastic.

Plumber shall be available to accompany inspector in the crawlspace during inspection.

At least one additional person shall be stationed at the entrance to the crawl space during the inspection to maintain communications with the plumbing inspector.

When required by the plumbing inspector the crawlspace shall be ventilated to his approval.

Crawlspace must meet the specifications listed in subsection 10e. of this section before plumbing inspection will be made.

(9) Section 109 (IFGC) (Means of Appeal) of the International Fuel Gas Code is deleted:

(10) Appendix B, as amended, of the International Building Code is inserted in its place.

(11) Section 109 (Means of Appeal) of the International Mechanical Code is deleted:

(12) Appendix B, as amended, of the International Building Code is inserted in its place.

(13) Section 109 (Board of Appeals) of the International Energy Conservation Code is deleted:

(14) Appendix B, as amended, of the International Building Code is inserted in its place.

(15) Chapter 11 (Means of Appeal) of the International Electrical Code Administrative Provisions is deleted:

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PART II – CODE OF ORDINANCES

(16) Appendix B, as amended, of the International Building Code is inserted in its place.

(17) Chapter 502 of the 2021 International Building Code is amended to read as follows:

502.1. Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. For multi-family buildings, each character shall be a minimum of 12-24 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Each multi-family unit and other nonresidential buildings shall have each character a minimum of 6 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

(18) Section 505.1 of the International Fire Code is deleted:

(19) Section 502.1 of the International Building Code is inserted in its place.

(17) (20) Chapter 16 of the 2012 2021 International Building Code is amended to read as follows:

1609.3. Basic wind speed. The basic wind speed, in mph, for the determination of wind loads in building design shall be ~~120 mph (3-second gust) minimum~~, or such wind speed as required by the Texas Windstorm Insurance Association, the Texas Department of Insurance or any of their successor agencies to comply with insurance requirements for windstorm insurance.

1609.4.3. Exposure categories. Exposure factor C shall be used in the calculation of all wind loads.

Section 1609.7 is hereby created to read as follows:

A contractor or property owner who constructs any structure within the city limits shall provide the following documentation, materials, and methods of construction for windstorm and hurricane protection.

1609.7.1. Permit requirements. The building inspector shall be provided design documentation from a state licensed professional engineer for construction, renovation, or modifications of all structures over 200 square feet, prior to release of permit. This requirement includes all accessory structures including carports, storage sheds, garages, gazebos, boat storage sheds and similar structures. The person, firm, or corporation

responsible for permitting shall provide, prior to final inspection approval, a copy of a Texas Department of Insurance (TDI) report certifying compliance with the current building specifications of the Texas Windstorm Insurance Association (TWIA) Plan of Operation.

1609.7.2. Masonry wall ties. Masonry wall tie devices will be of galvanized or electroplated materials and installed on 16-inch centers, vertically and horizontally.

1609.7.3. Asphalt shingles. All asphalt shingles used in the city shall comply with ASTM D 3161 Class F, or ASTM D 6381/UL 2390 Class G or H, or ASTM D 7158 Class G or H. Conformance with more than one standard is not required.

1609.7.4. Securing outdoor mechanical equipment. All outdoor mechanical equipment and building components shall be anchored against overturning, uplift, and sliding in a design wind event.

1609.7.5. Signs. All signs of any type exceeding 32 square feet in surface area are to meet the permitting requirements of this chapter.

~~(18)~~ **(21)** The National Electrical Code, 2020 Edition is amended as follows:

Section 408.36, Exception 1 is deleted.

Section 250-62(b) is amended to read as follows:

Section 250-62 (b) Where exposed, a grounding electrode conductor or its enclosure shall be securely fastened to the surface on which it is carried. Grounding electrode conductors shall be permitted to be installed on or through framing members. A 4 AWG or larger copper or aluminum grounding electrode conductor shall be protected if exposed to physical damage. A 6 AWG grounding electrode conductor that is free from exposure to physical damage shall be permitted to be run along the surface of the building construction without metal covering or protection if it is securely fastened to the construction without metal covering or protections if it is securely fastened to the construction; otherwise, it shall be protected by rigid polyvinyl chloride (PVC) conduit. Where the grounding electrode conductor is exposed to severe physical damage, it shall be protected by rigid metal conduit (RGC) or intermediate metal conduit (IMC) only where the conduit is bonded to the ground rod by approved connectors in compliance with 250-64 (e) (1). Electrical metallic tubing (EMT) is not allowed for protection of grounding electrode conductors.

For the purpose of expediting the extinguishing of fires in all buildings, both public and private, the main service disconnect switch shall be placed adjacent to the power

CITY OF PORT LAVACA
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company meter on the exterior of all buildings, residential and commercial. The maximum distance between meter service and disconnection means shall be six feet.

No wire smaller than number 12 shall be used, other than motor control wiring. All metal and non-metallic conduits shall have an equipment grounding conductor sized in accordance with 250-122.

All conductors on the load side of the power company service drop shall be copper material. No aluminum conductors shall be permitted, with the exception of aerial.

~~(19)~~ **(22)** Definitions:

Prefabricated living units (PLU) - Any residential structure up to 500 square feet built off site and transported to site for installation and not regulated by the state of Texas installed on a permanent foundation.

The owner of any PLU proposed to be installed within the city limits must have plans and specifications of the building and proposed improvements signed and sealed by a Texas licensed engineer showing the following prior to applying for a building permit:

1. Building to be on permanent foundation and design to comply with most current applicable building codes and all permit drawing requirements.
2. Compliance with all the requirements of City Ordinance Chapter 12.

Permanent foundation - A permanent foundation is a foundation system with the following characteristics:

- It has reinforced concrete components piers/slab/beam.
- The structure is attached to the foundation without the chassis.
- No ground anchors are used in install.

~~(20)~~ **(23)** Temporary housing permit. In addition to a construction building permit, a temporary housing permit may be authorized for the use, on premises, of a recreational vehicle or manufactured home as a residential unit, provided such use of temporary housing, in residential zoned districts, shall be limited to single family housing for the real property owners only, be located on the permitted property, or on property owned or leased by the permittee adjacent to the permitted property, and be valid for the term of the construction building permit period not to exceed six months, and may be renewed once for a second six-month period. Such temporary housing use shall completely cease upon completion of construction or on the expiration of the time limit stated in the permit, whichever occurs first.

(Ord. No. G-7-06, § 3, 9-11-2006; Ord. No. G-4-15, § 1, 4-13-2015 Ord. No. G-2-16, § 2, 4-11-2016; Ord. No. G-11-19, § 1, 8-12-2019; Ord. No. G-9-22, § 1, 12-12-2022)

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; GBRA Fees, Building, Utilities Water-line Taps; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

EXHIBIT A

CHAPTER 2—ADMINISTRATION

Section Number	Subject	Fee Amount
2-125(b)	Return check service charge	\$30.00

CHAPTER 4—ALARM SYSTEMS

Section Number	Subject	Fee Amount
4-25	Permits	
	<i>New permits:</i>	
	Nonresidential	\$25.00
	Residential	\$10.00
	<i>Renewal permits:</i>	
	Nonresidential	\$25.00
	Residential	\$10.00
4-36(1)	Alarm response fee	\$35.00 each
4-36(3)	Operating alarm system without permit	\$50.00

(Ord. No. S-12-94, §§ VI, XVIII, 11-28-1994; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015)

CHAPTER 8—AMUSEMENTS AND ENTERTAINMENTS

Section Number	Subject	Fee Amount
<i>Amusement machines, traveling shows and carnivals.</i>		
8-21	An occupation tax is imposed on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this state (V.T.C.A., Occupations Code § 2153.401, Imposition of Tax)	½ the amount levied by the state
8-25	Penalty for failure to pay occupation tax on amusement machine, pool table, etc.	\$50.00 per machine
8-28	Amusement center annual license	\$50.00 per machine
8-76(1)	Traveling show, carnival, etc., permit	\$50.00
8-76(2)	Traveling show, carnival, etc., deposit	\$50.00
<i>Sexually oriented business permit.</i>		
8-99(c)	<i>Permits</i>	
	New	\$150.00
	Renewal	\$150.00

(Ord. of 6-27-1972, §§ 1—4; Ord. No. G-4-02, § VII, 12-9-2002; Ord. No. G-2-06, § 3, 3-13-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013)

CHAPTER 10—ANIMALS

Section Number	Subject	Fee Amount
10-2	<i>Pickup fee:</i>	
	Unaltered, unvaccinated, or expired vaccination, or no city registration	\$50.00 per dog/cat
	Altered, currently vaccinated, current city registration	\$25.00 per dog/cat
10-2, 10-125	<i>Daily accessed kenneling fee:</i>	
	Charge per day for holding an animal	\$25.00 per day
	Ten-day observation fee	\$250.00 total
10-2	<i>Registration fee:</i>	
	One year - applicable only for one-year vaccinations	\$10.00
	Up to three years (expires with the expiration of the vaccination certificate)	\$20.00
	Discount for microchipped pets	50% of prescribed fee
	Other discounts may be approved by the city council for limited periods of time for special events	
10-53(b)	Kennel/pet shop license	\$100.00
10-101(d)	Impoundment, boarding and veterinarian	\$250.00 plus cost

(Ord. No. G-3-06, art. I, § 3, 7-24-2006; Ord. No. G-3-08, art. II, 9-22-2008; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015; Ord. No. G-3-22, art. II, 4-11-2022)

CHAPTER 12—BUILDINGS AND BUILDING REGULATIONS

Section Number	Subject	Fee Amount
	<i>Permit issuance fee:</i>	
	All permits shall be charged an issuance fee (with the exception of food handler, peddler/vendor, alcohol in park and garage sale permits)	\$25.00
	<i>Reinspection fee:</i>	
	All reinspection fees	\$40.00
	The reinspection fee shall be charged for all reinspections	
	The reinspection fee shall be paid prior to the reinspection being performed	
	<i>Variance request fee:</i>	
	Variance request	\$125.00
<i>In General.</i>		
12-1	<i>Plan review fees:</i>	

Construction Code Services	
Fee Table 1 - Commercial and Multi-Family Construction Plan Review	
<i>Valuation</i>	<i>Fee</i>
\$1.00 to \$10,000.00	\$50.00
\$10,001.00 to \$25,000.00	\$70.69 for the first \$10,000.00 plus \$5.46 for each additional \$1,000.00

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\$25,001.00 to \$50,000.00	\$152.59 for the first \$25,000.00 plus \$3.94 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$251.09 for the first \$50,000.00 plus \$2.73 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$387.59 for the first \$100,000.00 plus \$2.19 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,263.59 for the first \$500,000.00 plus \$1.85 for each additional \$1,000.00
\$1,000,001.00 and up	\$2,188.59 for the first \$1,000,000.00 plus \$1.23 for each additional \$1,000.00

Fee Table 2 - Commercial and Multi-Family Construction Inspection	
<i>Valuation</i>	<i>Fee</i>
\$1.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$386.25 for the first \$50,000.00 plus \$4.20 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$596.25 for the first \$100,000.00 plus \$3.36 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,940.25 for the first \$500,000.00 plus \$2.85 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1,000.00

Fee Table 3 - Construction or Improvement of a Residential Dwelling	
New Residential Construction	
Plan Review and Inspection Fee	
<i>Square Footage (S.F.)</i>	<i>Fee</i>
0—1,500 S.F.	\$785.00
1,501—10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan review fee only Per dwelling unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per plan or per address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per plan or per address

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Alterations/Additions/Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

Fire Services	
Single Family Residential Fire Services	
Fire Code plan review services	\$175.00
Fire Code inspection services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family Construction	
Valuation	Fee, Each System
Less than \$6,250.00	\$200.00
\$6,250.00 to \$250,000.00	\$300.00
\$251,000.00 to \$500,000.00	\$425.00
\$501,000.00 to \$1,000,000.00	\$550.00
\$1,001,000.00 to \$3,000,000.00	\$800.00
\$3,001,000.00 to \$6,000,000.00	\$1,200.00
\$6,000,000.00 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family Construction	
Valuation	Fee, Each System
Less than \$6,250.00	\$300.00
\$6,250.00 to \$250,000.00	\$425.00
\$251,000.00 to \$500,000.00	\$525.00
\$501,000.00 to \$1,000,000.00	\$675.00
\$1,001,000.00 to \$3,000,000.00	\$950.00
\$3,001,000.00 to \$6,000,000.00	\$1,425.00

Section Number	Subject	Fee Amount
<i>Building moving fees.</i>		
12-21(3)	Moving less than 500 square feet	\$50.00
12-21(3)	Moving more than 500 square feet	\$100.00
12-21(7)	Building permit bond	\$50.00
<i>Licensing and registration fees.</i>		
12-22(a)	<i>General Contractors</i>	
	Initial fee	\$100.00
	Renewal fee	\$50.00
	All general contractors license will expire on December 31 each year. Contractor's licenses that are expired for more than 30 days will be charged the initial fee of \$100.00	

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12-22(b)	<i>Electrical Contractors and Electricians</i>	
	Registration fee H.B. No. 3329 Texas 85th Legislation, effective September 1, 2017	\$0.00
12-22(c)	<i>Plumbing Contractors and Plumbers</i>	
	Registration fee	\$0.00
	Plumbers shall register the same month their state licenses expire	
12-22(d)	<i>Irrigators</i>	
	Registration fee	\$50.00
12-22(e)	<i>Mechanical Contractors</i>	
	Registration fee	\$0.00
	(Reference H.B. 871 Effective September 1, 2021) To prohibit a municipality from charging a registration fee to a person who holds a statewide air conditioning and refrigeration contractor license for the following: <ul style="list-style-type: none"> • work performed in the municipality; or • notice informing the municipality of the person's license. 	
	<i>Fire Safety Company</i>	
	Registration fee	\$50.00

(Ord. No. G-7-06, § 3, 9-11-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-7-16, § 1, 4-11-2016; Ord. No. G-10-16, art. II, 9-12-2016; Ord. No. G-3-17, art. II, 11-13-2017; Ord. No. G-10-19, 8-12-2019; Ord. No. G-4-21, art. II, 9-20-2021; Ord. No. G-5-22, art. II, (exh. A), 7-11-2022; Ord. No. G-11-22, art. II, (exh. A), 1-9-2023)

CHAPTER 20—ENVIRONMENT AND HEALTH

Section Number	Subject	Fee Amount
<i>Accumulations on property</i>		
20-46	Administrative Fee	\$100.00
20-47	Statement of expense; lien	If lien is filed, add 20 percent as the administrative fee, or \$100 whichever is greater.
<i>Impounded property</i>		
20-75(a)	Personal property impoundment fee	Actual expenses plus \$20.00, or \$50.00, whichever is greater
20-75(b)	Storage of impounded personal property:	
	Up to first 24 hours	\$10.00
	Each successive 24 hours or portion thereof up to 30 days	\$5.00
20-75(c)	Preparation for sale of personal property	\$5.00
20-75(d)	Sale of each article of personal property	\$5.00
20-75(e)	Posting notices of sale	\$5.00
20-75(f)	Newspaper advertisement of sale	Actual costs incurred
<i>Junkyards</i> (Description of "junkyards" pending)		
20-108 (a)(2)	Annual license to maintain junk	\$1,500.00

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Section Number	Subject	Fee Amount
<i>Trimming vegetation near streets</i>		
20-153	Notice; abatement	
(a) The city shall trim and remove vegetation with the following fee schedule:		
Mowing up to 1 lot	0 to 6,240 square feet	\$100.00
Mowing more than 1 lot/less than 2	6,241 to 12,479 square feet	\$200.00
Mowing more than 2 lots/less 1 acre	12,480 to 43,559 square feet	\$300.00
Mowing more than 1 acre	1 acre and above per acre	\$600.00
Tree Trimming:	Price per hour per employee	\$125.00
Trash removal:	Price per hour heavy equip.	\$95.00
Price	per hour per employee	\$35.00
(b) If lien is filed, add twenty percent (20%) administrative fee or \$100 whichever is greater.		

Section Number	Subject	Fee Amount
<i>Food handlers</i>		
20-265(d)	License:	
	1 to 2 employees	\$5.00
	3—6 employees	\$10.00
	7—10 employees	\$20.00
	11—19 employees	\$35.00
	20 or more employees	\$50.00
	Special events	\$50.00 for yearly
	Special events	\$10.00 per event
	Nonprofit (501C required)	\$0.00
	Late fee (1—30 days)	\$25.00

(Ord. No. G-8-57, art. 2, § 6, 2-11-1957; Ord. No. G-3-91, § 8, 2-25-1991; Ord. No. G-8-04, § 14, 11-8-2004; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-7-16, § 1, 4-11-2016)

CHAPTER 22—FIRE PREVENTION AND PROTECTION

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

Fire pumps:		
	Each	\$350.00
Fire Protection System Monitoring:		
	Fire Protection System Monitoring Panel	\$100.00

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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

Type of Fire Service	Permit Fee
<i>Tests and inspections</i>	
<i>Tank inspection:</i>	
Line test	\$75.00
Tank test	\$75.00
Hazardous materials incident mitigation	See Exhibit 1

EXHIBIT 1—HAZARDOUS MATERIALS OPERATIONS SERVICE FEES

<i>Communications:</i>			
The following fees for dispatching shall be charged for fire department response:			
	Dispatch fee	\$75.00	15% administration fee
<i>Apparatus:</i>			
The following fees shall be charged for emergency response operations:			
	All apparatus	\$125.00	Per hour
Note: Non-emergency, stand-by and returning-to type service fees will be charged at one-half the hourly rate.			
<i>Personnel:</i>			
The following fees for personnel shall be charged for operations response:			
	Personnel charge	\$40.00	Per person/per hour
<i>Haz-Mat:</i>			
The following fees for Haz-Mat supplies shall be charged for operations response:			
	Haz-Mat supplies		Actual replacement cost
<i>Protective equipment replacement:</i>			
The following fees for damaged or contaminated protective equipment shall be charged for operations response:			
	Protective equipment		Actual replacement cost
<i>Fire fighting agents:</i>			
The following fees for specialized fire protection supplies shall be charged for operations response:			
	Fire fighting agents		Actual replacement cost
<i>Fire fighting equipment replacement:</i>			
The following fees for damaged or contaminated equipment shall be charged for operations response:			
	Equipment		Actual replacement cost
Note: This list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort. Additional equipment that is not herein listed may be charged at actual replacement costs.			
<i>Hazardous material response:</i>			
	Flat fee	\$900.00	Per hour

(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; Ord. No. G-1-23 , art. II(Exh. A), 3-13-2023)

CHAPTER 24—LAW ENFORCEMENT

Section Number	Subject	Fee Amount
	Accident reports	
	Texas Transportation Code Sec. 550.065(d)	
	The fee for a copy of the accident report	\$6.00
	Copy may be certified for an additional	\$2.00
	Certification that no report or information is on file	\$6.00
	Offense reports	\$3.00 first page
	Additional pages	\$0.25 each
	Local background check	\$5.00 each
	Clearance letters for housing	\$5.00 each
	Fingerprints	\$5.00 set
	Copy of body worn camera recording and camera video or audio footage <i>Pursuant to Sec. 1701.661 Government Code Office of the Attorney General</i>	\$10.00 per recording and \$1.00 per fill minute of body worn camera video or audio footage
	Open records request (fees are in accordance with the Texas Public Information Act). City of Port Lavaca's Web page has e-form available with fees and instructions.	

(Ord. No. G-1-13, art. II, 2-11-2013; Ord. No. G-4-20 , art. II, 9-14-2020)

CHAPTER 26—MANUFACTURED HOUSING

Section Number	Subject	Fee Amount
26-9	<i>Fees associated with manufactured housing:</i>	
	Housing park license	\$100.00
	Placement permit	\$50.00
	Plumbing, electrical, etc.	Set by ordinance
	Habitability inspection	\$100.00 plus travel expenses and mileage

Section Number	Subject	Fee Amount
26-26	<i>Fees associated with recreational parks:</i>	
	For parks from one (1) space to fifty (50) spaces:	
	License fee	\$250.00
	Annual renewal	\$100.00
	License transfer	\$50.00
	For parks in excess of fifty (50) spaces:	
	License fee	\$500.00
	Annual renewal	\$200.00
	License transfer	\$100.00

(Ord. No. G-1-02, § 9.0, 6-10-2002; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-11-22, art. II, (exh. A), 1-9-2023)

CHAPTER 32—PARKS AND RECREATION

Section Number	Subject	Fee Amount
32-71(d)	Minor and special event permit	No charge
32-71(e)	Lighthouse Beach and RV Park	
	<i>Hill sites:</i>	
	<i>Daily rates:</i>	\$50.00
	With senior discount	
	With Good Sam discount	
	<i>Weekly rates:</i>	\$250.00
	With senior discount	
	With Good Sam discount	
	Monthly Rate:	\$500.00
	<i>Waterfront Sites:</i>	
	Daily rates:	\$55.00
	Weekly rates:	\$325.00
	Day use cabanas:	\$50.00
	<i>Lighthouse Beach and RV Park other fees:</i>	
	<i>Tent sites</i>	\$20.00
	<i>Miscellaneous rates:</i>	
32-71(d)	Annual day pass	\$25.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day pass bus non-school	\$45.00
	Dump station	\$40.00
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20-day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
	<i>Pavilion deposits: per event</i>	
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)

(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-1-18, art. II, 1-8-2018; Ord. No. G-2-20, § II, 4-13-2020; Ord. No. G-3-21, art. II, 5-10-2021)

Note(s) - The dump station is only for RV Black Water waste disposal. No drums or other types of containers permitted.

CHAPTER 34—PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS

Section Number	Subject	Fee Amount
34-22(b)	<i>Peddlers and solicitors 14-day permit:</i>	
	Initial permit	\$100.00 for one person
	1—4 additional persons	\$20.00 each
34-22(c)	Itinerant and transient vendor 14-day permit	\$100.00
34-22(d)	Garage sale permit	\$10.00 each
34-51	Mobile food unites permit	\$10.00 per event or \$100.00 annually January 1—December 31

(Ord. No. G-1-06, § 3, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-2-20, § II, 4-13-2020)

CHAPTER 36—SIGNS

Section Number	Subject	Fee Amount
36-7(e)	Banners, flags, pennants and inflatables	\$25.00

(Ord. No. G-3-23 , art. II(Exh. A), 6-12-2023)

CHAPTER 38—SOLID WASTE

Section Number	Subject	Fee Amount
38-29	Residential Rate	
	Garbage/brush/bulk collection	\$19.53
	City-wide cleanups	\$0.35
38-30	Commercial Rate	Per Contract
	Prices are per contract through the solid waste provider	

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

CHAPTER 42—SUBDIVISION AND PLATS

Section Number	Subject	Fee Amount
<i>Major and minor plats fees</i>		
42-28	<i>Preliminary plat:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$200.00
	More than 5 acres	\$300.00
42-28	<i>Minor Plat:</i>	
	Single lot	\$75.00
	Multi-lot	\$100.00
42-78	<i>Final Plat:</i>	
	Less than 1 acre	\$75.00
	1—5 acres	\$100.00
	More than 5 acres	\$175.00
42-103	<i>Replat:</i>	\$75.00
<i>Plan review fees.</i>		
42-6(a)	<i>Concept Plan Review</i>	\$75.00
42-6(a)	<i>Site Plan Review:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$175.00
	More than 5 acres	\$225.00
42-53(a)	<i>Construction Plan Review:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$175.00
	More than 5 acres	\$225.00
<i>Filing fees.</i>		
City filing fees	\$50.00 per plat plus \$15.00 per page of dedication	
County filing fees	Fees will be based on the actual charges of Calhoun County at the time of filing	
Copies	\$0.25 per page	

(Ord. No. G-3-89, §§ VII(B), IX(B), X(B), 4-24-1989; Ord. No. G-1-12, art. II, 3-12-2012)

Note(s)—Filing fees shall be paid in two separate checks. City filing fees should be made payable to the City of Port Lavaca, Texas, and county filing fees made payable to Calhoun County.

CHAPTER 46—TELECOMMUNICATIONS

Section Number	Subject	Fee Amount
46-20(h)	Tower removal deposit	\$100.00 per foot of tower height

(Ord. No. G-8-00, § 1, 12-18-2000; Ord. No. G-1-12, art. II, 3-12-2012)

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CHAPTER 48—TRAFFIC AND VEHICLES

Section Number	Subject	Fee Amount
48-230(a)	Parade permit fees:	
	Marching band units or pedestrians	\$10.00
	Marching band units, pedestrians, floats and animals	\$25.00

(Ord. No. G-2-75, § 7, 2-24-1975; Ord. No. G-1-12, art. II, 3-12-2012)

CHAPTER 50—UTILITIES

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
50-19	<i>Enforcement Penalty</i>	
	*A violation of this section is a misdemeanor and, upon conviction, any person who violates this section shall be punished by a fine up to \$500.00.	*
<i>Water service deposits</i>		
	<i>Type of Deposit:</i>	
50-49(a)	Residential	\$90.00—\$190.00 \$180.00 - \$280.00
50-49(b)	Commercial	Up to 60-day average bill
50-50(2)	Fire hydrant	\$1,500.00
50-64	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
50-52(a), 42-105	<i>Water tap/meter set fees:</i>	
	¾-inch water tap	\$840.00
	¾-inch meter set fee	\$315.00 \$370.00
	1-inch water tap	\$940.00
	1-inch meter set fee	\$380.00 \$540.00
	2-inch or greater tap	Based on current materials and labor
50-52(b)	Inspection fee	
<i>Water table</i>		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons

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	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	
	Base charge 0—2,000 gallons ¾—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Outside city limits:</i>	
	For residential and commercial customers located outside the city limits, the charge for water shall be 1½ times the rate charged to customers inside the city limits	
	Bulk Water: (Metered Water)	
	Base charge 0—2,000 gallons	\$50.00
	2,001—25,000 gallons	2 times large commercial rate
	Over 25,000 gallons	2 times large commercial rate
<i>Sewer table</i>		
50-111 (a)(1), 42-105	<i>Sewer tap fees:</i>	
	4-inch sewer tap 4" or 6" Sewer Tap Fee <8 feet in length	\$600.00 \$780.00
	6-inch sewer tap 4" or 6" Sewer Tap Fee > 8 feet in length	\$700.00 \$1,350.00
	8-inch or greater	Based on current materials and labor
	Pavement break will be charged at \$20.00 \$35.00 per linear foot	
	Street bore will be charged based on current contractor fees	
50-111(b)	Inspection fee	\$25.00 per tap
50-120(a)	Annual industrial wastewater permit	\$2.00

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

Section VIII. Item #5.

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

Section Number	Subject	Fee Amount
<i>Grease Traps</i>		
50-150	<i>Enforcement Penalty</i>	
Fees:	(a) *When the city grants a trap waiver due to space constraints and/or historical landmarks and requires a waiver fee, the FPSE shall pay an annual waiver fee of \$200.00. The city council shall make the final decision with regard to authorizing a waiver.	*
Penalties:	(a) *If the city determines that a generator is responsible for a blockage of a collection system line the generator shall owe a civil penalty of \$1,000.00 for the first violation, \$1,500.00 for a second violation, and \$2,000.00 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by \$500.00 and may also result in termination of services.	*
	(b) *Any person violating any of the provisions of this section shall be subject to a written warning for the first violation, a \$1,000.00 civil penalty for the second violation, a \$1,500.00 civil penalty for the third violation, and a \$2,000.00 civil penalty for the fourth violation within a two-year period. Consistent violations will result in a \$500.00 increase in civil penalty and may result in termination of service.	*

Note 1) *Average wastewater usage rate:* Wastewater user rates shall be computed by averaging the water usage of the customer for the months of December, January and February. The average usage rate computed during these months (known as the Winter Average) shall apply notwithstanding any change in residence. During March of each year, the wastewater user rates shall be recomputed for each residential customer.

Note 2) *New residences:* New residences or residences which have no water usage history, shall be charged sewer based upon actual water usage at the adopted residential wastewater usage rate per Appendix A, until an average can be computed as described in Note 1) above.

Note 3) *Variations:* The director of finance or his/her designee is authorized to establish a wastewater user rate for a newly constructed residence or a residence with a change in occupancy or to make necessary adjustments in the event of a water leak upon request by the customer.

Note 4) The director of finance or his/her designee is also authorized to modify an individual's wastewater usage rate if application of the winter average would result in an unusual burden on the customer. At the request of the customer, they may opt out of using the winter average and be charged sewer based upon actual water usage at the adopted residential wastewater usage rate per Appendix A.

Note 5) Mobile home parks and apartment complexes with one meter per multiple units shall be considered commercial.

Note 6) For residential customers located outside the city limits the rates for discharging normal wastewater into the sanitary sewer system shall be 1½ times the rate for customers inside the city limits.

Note 7) The average of all samples taken during the month that exceed 250 ppm shall be used to determine the BOD and TSS used in the following formula:

Surcharge equals

$$\frac{\text{Total usage } (\$2.56 \text{ [BOD-250]})}{1,000 \text{ gal.}}$$

and/or

$$\frac{(\$2.34 \text{ [TSS-250]})}{1,000 \text{ gal.}}$$

Note - Low pressure sewer system (LPSS).

- (1) The minimum monthly charge for each residential customer with LPSS within the city limits shall be equal to the adopted residential wastewater usage rate per Appendix A plus the Monthly Maintenance fee cited below.
- (2) There will be a \$15.00 monthly maintenance fee to all LPSS customers.
- (3) For residential customers located outside the city limits the rates for discharging normal wastewater into the sanitary sewer system shall be 1½ times the rate for customers inside the city limits.

Section Number	Subject	Fee Amount
LPSS tap. E-one LPSS:		Cost based on current materials and labor
LPSS maintenance fee		\$15.00 per month
Utility billing fees.		
	Type of Fee:	
50-41(b), 50-49(4)	Tampering	\$100.00 \$500.00
50-42	Meter inaccessible	\$30.00
50-45	Meter testing	Cost based on service fee

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

Section VIII. Item #5.

50-49(3)	Nonsufficient funds	\$30.00
50-51	Trip charge	\$30.00
50-57, 50-59(b)	Disconnection	\$30.00
50-59 (a)(2)	After-hours reconnection	\$40.00
50-61	Transfer service	\$30.00
50-65	Temporary service	\$45.00
50-67	Missed turn on	\$30.00
50-67	Rereads-customer	\$30.00

(Ord. No. G-3-85, § 6, 7-8-1985; Ord. No. G-4-85, §§ 15, 17, 18, 7-8-1985; Ord. No. G-2-08, §§ 1(18, 19), 9-8-2008; Ord. No. G-4-08, § 29, 9-22-2008; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-10-16, art. II, 9-12-2016; Ord. No. G-2-17, art. II, 9-11-2017; Ord. No. G-4-18, art. II, 5-14-2018; Ord. No. G-5-18, art. II, 9-10-2018; Ord. No. G-12-19, 9-9-2019; Ord. No. G-4-20, art. II, 9-14-2020; Ord. No. G-8-20, 12-14-2020; Ord. No. G-4-21, art. II, 9-20-2021; Ord. No. G-7-22, art. II, (exh. A), 9-12-2022; Ord. No. G-12-22, art. II, (exh. A), 1-9-2023)

CHAPTER 52—VEHICLES FOR HIRE

Section Number	Subject	Fee Amount
<i>Taxicab businesses</i>		
52-40(a)	Business permit	2% of gross receipts, with certificate of convenience and necessity payment attached to application
52-40(b)	Certificate of public convenience and necessity	\$25.00

(Ord. No. G-2-74, § 5, 2-11-1974; Ord. No. G-1-12, art. II, 3-12-2012)

CHAPTER 54—WATERWAYS

Section Number	Subject	Fee Amount
	<i>Tariffs:</i>	
	Oysters per sack	\$0.00
	Oysters per barrel	\$0.00
	Shrimp per ton	\$0.00
	Crude/condensate per barrel	\$0.10 \$0.125
	Crude/condensate per ton of bulk Bulk product liquid or dry per ton	\$0.65 \$0.79
	Public Dock Space	
	Per day per barge up to 200 LF	\$200.00
	Per day per barge greater than 200 LF	\$250.00
	Harbor of Refuge	
	Dockage Space – LF/month	\$3.30 \$4.00
	Use of Rail Spur – LS/month	\$833.00 \$1,000.00

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

Section VIII. Item #5.

Marina Rates		
Dockage Space - LF/month		\$6.30
110 v. 30-amp Connection - per month		\$52.50
220 v. 50-amp Connection - per month		\$105.00
Water and Trash Included in all rentals If paid annually, will discount one month's rental		
Transient rate < 35 ft.		\$15.75
Transient rate > 35 ft.		\$21.00
Commercial Fishing Vessel Dockage Rate: first 25 ft in length per month		\$175.00
For each additional foot of length > 25 ft per month		\$ 5.00

(Ord. No. G-1-19 , art. II, 1-14-2019; Ord. No. G-4-20 , art. II, 9-14-2020; Ord. No. G-3-21 , art. II, 5-10-2021; Ord. No. G-4-21 , art. II, 9-20-2021)

Building Rental Rates and Deposits		
	Rental Fee	Deposit
Entire Building		
Weekend Rate — Single Day Fri, Sat, or Sun	\$1,000.00 \$1,250.00	\$1,000.00
Weekend Rate — Two Day Fri—Sat, or Sat—Sun	\$1,500.00 \$2,000.00	\$1,000.00
Weekend Rate — Three Day Fri—Sun	\$2,000.00 \$2,500.00	\$1,000.00
Weekday Rate — Single Day Mon—Thurs	\$600.00 \$750.00	\$600.00 \$750.00
Weekday Rate — Single Day for Non-Profits Mon-Thurs	\$600.00	\$600.00
Weekday Rate — Multiple Days Mon—Thurs	\$500.00 \$600.00	\$600.00
Side Rooms		
Daily Rate		
Room 1	\$150.00 \$200.00	\$100.00 \$200.00
Room 2	\$150.00 \$200.00	\$100.00 \$200.00
Room 1 and Room 2 combo	\$300.00	\$300.00
Catering Kitchen	\$100.00 \$200.00	\$100.00 \$200.00
Violation of No Glass Beer Bottle Policy		\$300.00 deducted from deposit
Violation of No Food/Grease disposal in sink		\$300.00 deducted from deposit
Luncheon Rate		
90 minutes (including setup)	Not to exceed 50 people	
Room 1	\$25.00	\$100.00

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

Section VIII. Item #5.

Repeat Rentals	(12 times per year)	10% off regular rental fees
Conference Room		
Mon — Fri 8 a.m. — 5 p.m.	\$25.00 per 4 hours	Holds 12—15 people
Accessory Item Fees		
Portable Staging (10 sections)	\$25.00 per each 4x8 section	
Marquee Advertising	\$20.00 per day	
Audio System/Microphones		\$500.00 Deposit
Piano Rental	\$100.00	
Projector Screen	No Charge	
Setup/Teardown Time		
Day Prior of Event (Rehearsal/Decorating Fee)	\$500.00	
Storage Fee		
Assessed for materials and/or equipment remaining on premises after lease terminates	\$50.00 per day	
Late Hours Extension Fee		
Assessed for use beyond contracted one-hour grace period	\$100.00 per one-quarter hour	
Late Payment Fee		
Past due accounts of 30 days	\$25.00	

(Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-2-17, art. II, 9-11-2017; Ord. No. G-3-19, art. II, 4-8-2019)

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20 Environment and Health, Article III Accumulations On Property, Section 20-46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-8-23

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES, CHAPTER 20 ENVIRONMENT AND HEALTH; ADDITION OF NEW ARTICLE XII, LITTER; ADDITION OF NEW ARTICLE XIII, GRAFFITI; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 20 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 14th day of August, 2023.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 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 Aguirre			
Councilman Dent			
Councilman Tippet			
Councilwoman Padron			
Councilman Ward			
Councilman Barr			

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

EXHIBIT A

CHAPTER 20 ENVIRONMENT AND HEALTH

ARTICLE III. – ACCUMULATIONS ON PROPERTY

Sec. 20-46. Assessment for failure to remove accumulation after notice.

Should the person causing the accumulation or the owner or occupant of the property upon which exists any violation of this article fail or refuse to eliminate and remove such conditions within seven days after notice to such person, owner or occupant, then the city may enter into the property and do such work or cause same to be done and charge the expense incurred or as determined in Appendix A, whichever is greater, including the administrative fee as determined in the Appendix A, to the person, owner or occupant to whom the notice was given.

(Ord. No. G-9-04, § 7, 11-8-2004)

Sec. 20-47. Statement of expense; lien.

If the owner fails or refuses to eliminate and remove the illegal accumulations after seven days' prior notice and fails to pay the assessment after 60 days, the city secretary shall file with the county clerk a statement of expenses incurred under section 20-44(b) setting forth the amount of such expenses, the date on which work was done and a description of the property upon which such work was done. The city shall have a privileged lien second only to tax liens or liens for street improvements on such real estate upon which such work was done to secure the expenditures so made along with ten percent interest from the date the lien is filed. For any such lien and interest, suit may be filed and foreclosure had in the city's name. The statement of expense or a certified copy thereof shall serve as prima facie proof of the amount expended in any such work.

In the event the lien is filed, the city ~~charge an administrative fee of the statement of expenses which represents the administrative cost of the process to obtain the lien,~~ will file the lien for the amount due, plus all associated costs and fees, including filing and administrative fees as referenced in appendix A of this Code.

(Ord. No. G-9-04, § 8, 11-8-2004; Ord. No. G-4-16 , § 1, 4-11-2016)

ARTICLE XI. – OPERATION OF A JUNKYARD

Sec. 20-503. Penalty for violations of article.

Any person convicted of a violation of any provision, restriction of requirement of this chapter shall be deemed guilty of a misdemeanor and shall be fined in a sum not exceeding \$2,000.00. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. No. G-5-15 , § 3, 5-11-2015)

Secs. 20-504 – 20-510. - Reserved.

ARTICLE XII. – LITTER

State Law reference:

HEALTH AND SAFETY CODE TITLE 5. SANITATION AND ENVIRONMENTAL QUALITY SUBTITLE B. SOLID WASTE, TOXIC CHEMICALS, SEWAGE, LITTER, AND WATER CHAPTER 365. LITTER

Sec. 20-511. Definitions.

Containers. City-approved metal or heavy plastic receptacles or city-owned dumpsters used for the storage or disposal of solid wastes, and pedestrian litter containers provided on public sidewalks and elsewhere for the disposal of litter by pedestrians.

Litter. Any solid waste, trash, debris, rubbish, refuse, garbage or junk not placed in a container.

. Includes but is not limited to yards, grounds, driveways, entranceways, passageways, parking areas, working areas, storage areas, vacant lots and recreation facilities owned by private individuals, firms, corporations, institutions and organizations.

Public property. Includes but is not limited to streets, street medians, roads, road medians, catchbasins, sidewalks, strips between streets and sidewalks, alleys, lanes, public rights-of-way, public parking lots, school grounds, parks, publicly owned recreation facilities and municipal bodies of water and waterways.

Sec. 20-512 Littering, dumping prohibited.

- (a) It shall be unlawful for any person to throw, discard, place or deposit litter in any manner or amounts on any public or private property within the corporate limits of the city except in containers.
- (b) Persons placing litter in public receptacles shall do so in such a manner as to prevent the litter from being carried or deposited by the elements.

Sec. 20-513 Litter from motor vehicle.

It shall be unlawful for any person, while a driver or passenger in or upon a motor vehicle, to throw or deposit litter, garbage, rubbish, or refuse or the like onto public or private property.

Secs. 20-514 – 20-520. - Reserved.

ARTICLE XIII. – GRAFFITI

Sec. 20-521. Definitions.

***Aerosol paint.* An aerosolized paint product.**

***Etching or engraving device.* A device that makes a deliniation or impression on tangible property, regardless of the manufacturer's intended use for the device.**

***Indelible marker.* A device that makes a mark with paint or ink product that is specifically formulated to be more difficult to erase, wash out, or remove than ordinary paint of in products.**

Sec. 20-522. Offense.

A person commits an offense if, without the effective consent of the owner, ther person intentionally or knowingly makes markings, including inscriptions, slogans, drawings, or paintings on the tangible property of the owner with:

- (a) Paint, including aerosol paint;**
- (b) Indelible marker; or**
- (c) An etching or engraving device**

Secs. 20-523 – 20-530 - Reserved.

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: AUGUST 14, 2023

DATE: 8/02/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: PROPOSED ADDITIONS TO Article VII – Group Housing and Commercial Development: Sec. 42-161 Landscaping: ADD *PROTECTION OF LANDSCAPING DURING CONSTRUCTION* AND ADD Section 42-162 *DUMPSTER SCREENING*.

We recently made application to be a Recognized City in the Scenic City Program, but fell short of the required points to qualify. We have identified additional changes needed to our development ordinance in order to obtain the additional points to achieve recognition status. These changes include language requiring *Protection of landscaping during construction* and language requiring a *Dumpster screening* for all new commercial and multi-family construction.

The Scenic City Program has agreed to approve our application contingent upon the adoption of these changes.

COMPREHENSIVE PLAN (2016): Under the top Action item is listed “Develop Landscaping regulations for non-residential and multiple family developments ...”

APPLICABILITY: new development, redevelopment, and substantial improvements

EXCEPTIONS: single family home developments

Attachments:

- Revised Article VII – Group Housing and Commercial Development: Sections 42-161 and Section 42-162

ORDINANCE #G-9-23

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES, CHAPTER 42 SUBDIVISIONS AND PLATS; ARTICLE VII GROUP HOUSING AND COMMERCIAL DEVELOPMENT, SECTION 42-161 LANDSCAPING, ADDITION OF (d) PROTECTION OF LANDSCAPING DURING CONSTRUCTION; ADDITION OF NEW SECTION 42-162 DUMPSTER SCREENING; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 42 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 14th day of August, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 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 Aguirre			
Councilman Dent			
Councilman Tippet			
Councilwoman Padron			
Councilman Ward			
Councilman Barr			

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

COMMUNICATION

SUBJECT: Review and discuss No New Revenue (NNR) and Voter Approval Rate (VAR) for 2023. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 14, 2024

DATE: 8/11/23

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR

SUBJECT: REVIEW AND DISCUSS NO NEW REVENUE AND VOTER APPROVAL RATE

The CCAD Tax Assessor/Collector is required to calculate the “No New Revenue” (NNR) and “Voter Approval Rate” (VAR) on behalf of the City of Port Lavaca, and published the calculation on their website and mailed post cards to all taxpayers. The calculation of each of the rates are set by the State Tax Code, and must be published in order to provide transparency to the property taxpayers of the City. The NNR establishes the threshold in which the city can adopt a property tax rate that does not provide additional revenue. If the City chooses to set its tax rate greater than the NNR, it must hold a Public Hearing and advertise that the city is increasing its tax revenue. The VAR establishes the threshold that, if exceeded, the City must first hold an election and seek the approval of the citizens before it can set the property tax rate at or above the VAR.

	<u>2023</u>	<u>2022</u>
No-new-revenue tax rate:	\$0.6894	\$0.7767
Voter-approval tax rate:	\$0.7806	\$0.8141

The CCAD is in the process of calculating these rates for all jurisdictions, and we would like to present and discuss the rates with City Council.

CALHOUN COUNTY APPRAISAL DISTRICT
426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
Fax: (361) 552-4787
Website: www.calhouncad.org



Board of Directors

Commissioner Vern Lyssy, Chairman
Kevin Hill, Vice Chairman
Jessie Rodriguez, Secretary
William H. "Bill" Bauer, Member
Benjamin Boone, Member

Chief Appraiser

Jesse W. Hubbell

August 9, 2023

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

Re: 2023 Tax Rate Calculation for the *City of Port Lavaca*

Dear Mayor Whitlow:

Enclosed is the 2023 Tax Rate Calculation worksheet, the Certification of the 2023 Anticipated Collection Rate, the Notice of Tax Rate (Form 50-212) and a Tax Rate Recap worksheet for the *City of Port Lavaca*.

As a reminder, please return your adopted tax rate to us by September 15, 2023 so that we may calculate and prepare tax bills for mail-out by the first week of October 2023.

Thanks for your cooperation. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jesse W. Hubbell".

Jesse W. Hubbell
Chief Appraiser

JWH/tkb

Enclosures: 2023 Tax Rate Calculation Worksheet
2023 Certification of the Anticipated Collection Rate
2023 Notice of Tax Rate (Form 50-212)
2023 Tax Rate Recap Worksheet

Cc: Ms. Jody Weaver, City Manager
City of Port Lavaca
202 N. Virginia
Port Lavaca, Texas 77979

Ms. Susan Lang, Finance Director
City of Port Lavaca
202 N. Virginia
Port Lavaca, Texas 77979

CALHOUN COUNTY APPRAISAL DISTRICT
426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
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Board of Directors

Commissioner Vern Lyssy, Chairman
Kevin Hill, Vice Chairman
Jessie Rodriguez, Secretary
William H. "Bill" Bauer, Member
Benjamin Boone, Member

Chief Appraiser

Jesse W. Hubbell

**Certification of 2023
Anticipated Collection Debt Rate
for the
*City of Port Lavaca***

In compliance with Section 26.04(b) of the Texas Property Tax Code, I, Jesse W. Hubbell,
Chief Appraiser for the Calhoun County Appraisal District, do hereby certify that the
anticipated collection debt rate for 2023, which includes collections of current and prior
year's taxes, including penalty and interest, for the *City of Port Lavaca* is

92.99%.

A handwritten signature in blue ink that reads "Jesse W. Hubbell".

Jesse W. Hubbell
Chief Appraiser

A handwritten date in blue ink that reads "8-9-23".

Date

JWH:tb

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Port Lavaca

(361) 552-9793

Taxing Unit Name

Phone (area code and number)

202 N. Virginia, Port Lavaca, 77979

<https://portlavaca.org>

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax cell-lings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 651,993,746
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 91,266,641
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 560,727,105
4.	2022 total adopted tax rate.	\$ 0.7944 /\$100
5.	2022 Taxable Value lost because court appeals of ARB decisions reduced 2022 appraised Value. A. Original 2022 ARB values: \$ 0 B. 2022 values resulting from final court decisions: - \$ 0 C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value: \$ 6,519,190 B. 2022 disputed value: - \$ 2,534,217 C. 2022 undisputed value. Subtract B from A. ⁴	\$ 3,984,973
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 3,984,973

¹ Tex. Tax Code § 26.012(14)² Tex. Tax Code § 26.012(14)³ Tex. Tax Code § 26.012(13)⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 564,712,078
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 2,763,840 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 841,083 C. Value loss. Add A and B. ⁶	\$ 3,604,923
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 405,790 B. 2023 productivity or special appraised value: - \$ 520 C. Value loss. Subtract B from A. ⁷	\$ 405,270
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 4,010,193
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 560,701,885
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 4,454,215
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 14,309
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 4,468,524
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 723,648,069 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 723,648,069

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll.¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ <u>24,442,111</u>
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ <u>8,755,480</u>
	C. Total value under protest or not certified. Add A and B.	\$ <u>33,197,591</u>
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>100,930,228</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>655,915,432</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>7,799,777</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>7,799,777</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>648,115,655</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.6894</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ <u>0.0000</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>0.7307</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>564,712,078</u>

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ <u>4,126,351</u>
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ <u>13,121</u> B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ <u>0</u> C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ <u>0</u> D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ <u>13,121</u> E. Add Line 30 to 31D.	\$ <u>4,139,472</u>
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>648,115,655</u>
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.6386</u> /\$100
34.	Rate adjustment for state criminal justice mandate.²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
35.	Rate adjustment for indigent health care expenditures.²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ <u>0</u> B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C, if not applicable, enter 0.	\$ <u>0.0000</u> /\$100

²³ (Reserved for expansion)²⁴ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation.²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u> B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0. \$ <u>0.0000</u> /\$100	
37.	Rate adjustment for county hospital expenditures.²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023..... \$ <u>0</u> B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022..... \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ <u>0.0000</u> /\$100	
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ <u>0</u> B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ <u>0.0000</u> /\$100	
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.6386</u> /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... \$ <u>1,149,413</u> B. Divide Line 40A by Line 32 and multiply by \$100..... \$ <u>0.1773</u> /\$100 C. Add Line 40B to Line 39.	\$ <u>0.8159</u> /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.8444</u> /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>869,720</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>359,336</u> E. Adjusted debt. Subtract B, C and D from A.	\$ <u>510,384</u>
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>0</u>
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ <u>510,384</u>
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ <u>92.99</u> % B. Enter the 2022 actual collection rate. <u>94.74</u> % C. Enter the 2021 actual collection rate. <u>98.25</u> % D. Enter the 2020 actual collection rate. <u>98.58</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>94.74</u> %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>538,720</u>
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New Revenue Tax Rate Worksheet</i> .	\$ <u>655,915,432</u>
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.0821</u> /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.9265</u> /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ <u>0.0000</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>1,161,691</u>
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>655,915,432</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0.1771</u> /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.6894</u> /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.9265</u> /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.7494</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(f)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ <u>0.8141</u> /\$100
	B. Unused increment rate (Line 66).....	\$ <u>0.0000</u> /\$100
	C. Subtract B from A.....	\$ <u>0.8141</u> /\$100
	D. Adopted Tax Rate.....	\$ <u>0.7944</u> /\$100
	E. Subtract D from C.....	\$ <u>0.0197</u> /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ <u>0.8059</u> /\$100
	B. Unused increment rate (Line 66).....	\$ <u>0.0237</u> /\$100
	C. Subtract B from A.....	\$ <u>0.7822</u> /\$100
	D. Adopted Tax Rate.....	\$ <u>0.7944</u> /\$100
	E. Subtract D from C.....	\$ <u>-0.0122</u> /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$ <u>0.8181</u> /\$100
	B. Unused increment rate (Line 64).....	\$ <u>0.0000</u> /\$100
	C. Subtract B from A.....	\$ <u>0.8181</u> /\$100
	D. Adopted Tax Rate.....	\$ <u>0.7944</u> /\$100
	E. Subtract D from C.....	\$ <u>0.0237</u> /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ <u>0.0312</u> /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.7806</u> /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. ⁴⁴
This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. ⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>0.6386</u> /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>655,915,432</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.0762</u> /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.0821</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>0.7969</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

Not Applicable

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. ⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. ⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____/\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____/\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____/\$100

⁴⁴ Tex. Tax Code §26.042(b)⁴⁵ Tex. Tax Code §26.042(f)⁴⁶ Tex. Tax Code §26.042(c)⁴⁷ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.6894 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

Voter-approval tax rate. \$ 0.7806 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 67

De minimis rate. \$ 0.7969 /\$100
 If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹

**print
here**

Tammy Blakeman

Printed Name of Taxing Unit Representative

**sign
here***Tammy Blakeman*

Taxing Unit Representative

August 7, 2023

Date

⁵⁹ Tex. Tax Code §§26.04(c-2) and (d-2)

Notice About 2023 Tax Rates

(current year)

Property Tax Rates in City of Port Lavaca
(taxing unit's name)

This notice concerns the 2023 property tax rates for City of Port Lavaca
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.6894 /\$100

This year's voter-approval tax rate \$ 0.7806 /\$100

To see the full calculations, please visit https://portlavaca.org for a copy of the Tax Rate Calculation Worksheet.
(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Fund	518,452

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
Series 2008 Bonds	105,000	20,535	250	125,785
Series 2012 Bonds	60,000	609	250	60,859
Series 2016 Bonds	100,000	1,025	250	101,275
Series 2018 Bonds	85,000	47,026	250	132,276
Series 2022 Bonds	235,000	314,275	250	449,525

(expand as needed on the last page)

Notice of Tax Rates

Total required for <u>2023</u> debt service.	\$ <u>869,720</u>
(current year)	
- Amount (if any) paid from funds listed in unencumbered funds	\$ <u>0</u>
- Amount (if any) paid from other resources	\$ <u>359,336</u>
- Excess collections last year.	\$ <u>0</u>
= Total to be paid from taxes in <u>2023</u>	\$ <u>510,384</u>
(current year)	
+ Amount added in anticipation that the taxing unit will collect	
only <u>94.7400</u> % of its taxes in <u>2023</u>	\$ <u>28,336</u>
(collection rate) (current year)	
= Total Debt Levy	\$ <u>538,720</u>

Voter-Approval Tax Rate Adjustments**State Criminal Justice Mandate**

The Calhoun County Auditor certifies that Calhoun County has spent \$ 0 (minus any amount received from state revenue for such costs) in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Calhoun County Sheriff has provided Calhoun information on these costs, minus the state revenues received for the reimbursement of such costs. This increased the voter-approval tax rate by \$ 0.0000 /\$100.

Indigent Health Care Compensation Expenditures

The Calhoun spent \$ 0 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ 0. This increased the voter-approval tax rate by \$ 0.0000 /\$100.

Indigent Defense Compensation Expenditures

The City of Port Lavaca spent \$ 0 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals, less the amount of state grants received by the county. In the preceding year, the county spent \$ 0 for indigent defense compensation expenditures. The amount of increase above last year's indigent defense expenditures is \$ 0. This increased the voter-approval rate by \$ 0.0000 /\$100 to recoup (use one phrase to complete sentence: the increased expenditures, or 5% more than the preceding year's expenditures).

City of Port Lavaca

Tax Rate Recap for 2023 Tax Rates

Description of Rate	Tax Rate Per \$100	Tax Levy This is calculated using the Total Adjusted Taxable Value (line 21) of the No-New-Revenue Tax Rate Worksheet	Additional Tax Levy Compared to Last Year's Tax Levy of 4,454,416	Additional Tax Levy Compared to No-New-Revenue Tax Rate Levy of 3,865,652
Last Year's Tax Rate	0.7944	\$5,210,592	\$756,176	\$1,344,940
No-New-Revenue Tax Rate	0.6894	\$4,521,880	\$67,464	\$656,228
Notice & Hearing Limit*	0.6894	\$4,521,880	\$67,464	\$656,228
Voter-Approval Tax Rate	0.7806	\$5,120,075	\$665,659	\$1,254,423
Proposed Tax Rate	0.0000	\$0	\$-4,454,416	\$-3,865,652

No-New-Revenue Tax Rate Increase to General Fund in Cents per \$100

0.00	0.6894	4,521,880	67,464	656,228
0.50	0.6944	4,554,676	100,260	689,024
1.00	0.6994	4,587,472	133,056	721,820
1.50	0.7044	4,620,268	165,852	754,616
2.00	0.7094	4,653,064	198,648	787,412
2.50	0.7144	4,685,859	231,443	820,207
3.00	0.7194	4,718,655	264,239	853,003
3.50	0.7244	4,751,451	297,035	885,799
4.00	0.7294	4,784,247	329,831	918,595
4.50	0.7344	4,817,042	362,626	951,390
5.00	0.7394	4,849,838	395,422	984,186
5.50	0.7444	4,882,634	428,218	1,016,982
6.00	0.7494	4,915,430	461,014	1,049,778
6.50	0.7544	4,948,226	493,810	1,082,574
7.00	0.7594	4,981,021	526,605	1,115,369
7.50	0.7644	5,013,817	559,401	1,148,165
8.00	0.7694	5,046,613	592,197	1,180,961
8.50	0.7744	5,079,409	624,993	1,213,757
9.00	0.7794	5,112,204	657,788	1,246,552
9.50	0.7844	5,145,000	690,584	1,279,348
10.00	0.7894	5,177,796	723,380	1,312,144
10.50	0.7944	5,210,592	756,176	1,344,940
11.00	0.7994	5,243,387	788,971	1,377,735
11.50	0.8044	5,276,183	821,767	1,410,531
12.00	0.8094	5,308,979	854,563	1,443,327
12.50	0.8144	5,341,775	887,359	1,476,123
13.00	0.8194	5,374,571	920,155	1,508,919
13.50	0.8244	5,407,366	952,950	1,541,714
14.00	0.8294	5,440,162	985,746	1,574,510
14.50	0.8344	5,472,958	1,018,542	1,607,306

- *Notice & Hearing Limit Rate: This is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the voter-approval tax rate or the no-new-revenue tax rate.

Tax Levy: This is calculated by taking the adjusted taxable value (line 21 of No-New-Revenue Tax Rate Worksheet), multiplying by the appropriate rate, such as the No-New-Revenue Tax Rate and dividing by 100.

Additional Levy Last Year: This is calculated by taking Last Year's taxable value (line 3 of No-New-Revenue Tax Rate Worksheet), multiplying by Last Year's tax rate (line 4 of No-New-Revenue Tax Rate Worksheet) and dividing by 100.

Additional Levy This Year: This is calculated by taking the current adjusted taxable value, multiplying by the No-New-Revenue Tax Rate and dividing by 100.

COUNTIES ONLY: All figures in this worksheet include ALL County Funds. Tax Levy amounts are the sum of each Fund's Taxable Value X each Fund's Tax Rate.

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:•
To deliberate the purchase, exchange, lease or value of real property (deliberation in an open meeting would have detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Chapter 551, Title 5, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow

INFORMATION:

COMMUNICATION

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

INFORMATION:

