



## CITY COUNCIL REGULAR MEETING

Monday, June 12, 2023 at 6:30 PM

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

---

### PUBLIC NOTICE OF MEETING

---

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

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

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

### AGENDA

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

#### MEETING PROCEDURE

***Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, June 12, 2023 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.***

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

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/88654940187?pwd=TVlMUDNSN0hMeTJUYytFVDcxazRsUT09>

*Meeting ID: 886 5494 0187*

*Passcode: 926116*

*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)**

- Proclamations by the Mayor
  - Juneteenth Celebration

**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 May 08, 2023 Regular Meeting
- B. Minutes of May 16, 2023 Special Meeting
- C. Minutes of May 22, 2023 Special Meeting and Workshop Session
- D. Review of Credit Card Statement
- E. Receive Monthly Financial Highlight Report
- F. Consider approval of new lease to Big Bear Shrimp at City Harbor
- G. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

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

1. Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Daniel Aguirre representing District 1 and Allen Tippit representing District 3, to each serve a new term of three (3) years. Presenter is Mandy Grant
2. Consider election of Mayor Pro Tem by Council Members in accordance with Section 3.04 of the City of Port Lavaca Home Rule Charter. Presenter is Mandy Grant
3. Conduct Public Hearing for the purpose of adopting the 2023 Downtown Waterfront Master Plan for the City of Port Lavaca by Ordinance No. G-5-23. Presenter is Mayor Whitlow
4. Call annual corporate meeting to order for Port Lavaca Channel & Dock Company and consider and take any action deemed necessary for adoption of unanimous written consent. Presenter is Anne Marie Odefey
5. Call annual corporate meeting to order for Clement Cove Harbor Company and consider and take any action deemed necessary for adoption of unanimous written consent. Presenter is Anne Marie Odefey



6. Consider 2024 proposed Budget from the Calhoun County Appraisal District (CCAD) as required by Sec. 6.06 (A) of the Texas Property Tax Code to the Governing bodies of the Taxing Units within. Presenter is Jesse Hubbell
7. Consider the use of the Bayfront Peninsula Park for the annual Hardhead Derby on Friday, August 04, 2023 and Saturday, August 05, 2023 and waiver of any fees associated with this event. Presenter is Tania French
8. Consider Second and Final Reading of an Ordinance (G-2-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 36 Signs; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
9. Consider Second and Final Reading of an Ordinance (G-3-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 36 – Signs, Sec. 36-7 Temporary Signs (e) Banners, Flags, Pennants, and Inflatables; and providing an effective date. Presenter is Derrick Smith
10. Consider Second and Final Reading of an Ordinance (G-4-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats; Article I In General, Section 42-1 Definitions; Article VII Group Housing and Commercial Development, Addition of New Section 42-161 Landscaping; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
11. Consider First 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
12. Consider award of construction contract for the Lighthouse Beach Boat Ramp Channel Dredging project. Presenter is Wayne Shaffer
13. Consider award of bid for Ballistic Shields for the Police Department. Presenters are Weston Burris and Susan Lang
14. Consider recommendation of the Planning Board for approval of a Variance request to the City's Code of Ordinances Chapter 12 Buildings and Building Regulations, Sec. 12-24 Building Setbacks, for Block 1, Lot 37 of the Burkeshire Addition (1615 Burkedale Drive), Parcel ID #19116. Presenter is Derrick Smith
15. Consider recommendation of the Planning Board to approve a request from Kevin and Sasha Nevarez for a Conceptional Plan and a Variance request to the City's Code of Ordinances Chapter 48 Traffic and Vehicles, Article II Parking, Stopping and Standing, Division 3 Off-Street Parking and Loading, Subdivision II Off-Street Parking Sec. 48-106 Facility Requirements and Sec. 48-107 Minimum Standards. To be located at 212 South Commerce Street, Parcel ID's #87353 and #87352. Presenter is Derrick Smith
16. Consider recommendation of the Planning Board for approval of a conceptual plan for a Light Industrial Park to be located on Alcoa Drive within the city limits of Port Lavaca, property ID #40091. The legal description for this parcel is A0137 Samuel Shupe, Tract PT 3, Acres 29.31, Port Lavaca, Calhoun County, Texas. Presenter is Derrick Smith

- [17.](#) Consider recommendation of the Planning Board and discuss approval of the conceptual plan and Preliminary Subdivision Replat for Lot 2A, Block 1, of the Janav Subdivision (1782 State HWY 35 N). Presenter is Derrick Smith
- [18.](#) Consider recommendation of the Port Commission for approval of Urban Engineering Task Order No. 32 for Harbor of Refuge Railroad Culvert Replacement Project, in the amount of \$35,000.00. Presenter is Jim Rudellat
- [19.](#) Consider approval of AECOM Technical Services, Inc. (AECOM) Task Order No. 7 for Bid and Construction Phase Services for the City of Port Lavaca Water Supply System Improvements project, in the amount of \$149,595.00. Presenter is Wayne Shaffer
- [20.](#) Consider approval of New Plan Options for the 2023-2024 Fiscal Year, with Texas Municipal League (TML) Multi-State Intergovernmental Employee Benefits Pool, related to the City's group health insurance coverage. Presenter is Susan Lang

## **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, June 12, 2023**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, June 09, 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 May 08, 2023 Regular Meeting

---

## INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, May 08, 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 8<sup>th</sup> day of May, 2023, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

**I. ROLL CALL**

Jack Whitlow	Mayor
Jerry Smith	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

And with the following absent: None

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

**II. CALL TO ORDER**

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

**III. INVOCATION**

- Councilman Ward gave the invocation.

**IV. PLEDGE OF ALLEGIANCE**

- Mayor Whitlow – Pledge of Allegiance.

**V. PRESENTATION(S)**

- Proclamation - May is Motorcycle Awareness Month
- Proclamation - National Police Week is May 14 – May 20, 2023
- Proclamation - National Public Works Week is May 21 – May 27, 2023 “Connecting the World through Public Works”

**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 Councilman Ward expressed his appreciation for all city employees.

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

- A. Minutes of April 10, 2023 Regular Meeting
- B. Review of Credit Card Statement
- C. Receive Monthly Financial Highlight Report
- D. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

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 1 Smith

Voting Yea:

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

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

1. **Consider approval of the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022, prepared by the Audit Firm of Pattillo, Brown & Hill, L.L.P. Presenter is Susan Lang**

Finance Director Lang advised Council that the City is required to engage in an independent audit of its financial statement on an annual basis. The City's financial statements were audited by the public accounting firm of Pattillo, Brown & Hill, L.L.P. (PBH).

The results of the audit and highlights of the City's financial position were shared with the Finance Committee on April 24, 2023. Present at the meeting were City Council members Tim Dent, Jerry Smith and Allen Tippit. City staff included Interim City Manager Jody Weaver and Finance Director Susan Lang. Representatives from PBH reporting the results included Audit Partner, Paula Lowe and Audit Supervisor, Travis Rogers.

The City received an Unqualified Opinion, which is the highest level of assurance that the financial statements are presented fairly, in all material respects, and are presented in accordance with generally accepted accounting principles.

The audited financial statements for the fiscal year ended Sept. 30, 2022 showed an increase in total Net Position, which may serve over time as a useful indicator of a government's financial position, of \$1,919,576. Additionally, the combined governmental ending fund balances for the year ended 9/30/22 were \$10,243,050. The City's general fund, which is the major operating fund for the city, had an unassigned fund balance of \$7,701,244, or 66% of the total general fund expenditures. This represents a healthy reserve.

Motion made by Councilman District 1 Smith

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

THAT, in accordance with recommendation of staff, Council hereby approves the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022, prepared by the Audit Firm of Pattillo, Brown & Hill, L.L.P.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

2. **Consider ratification of Amended Bank Depository Agreement, Depository Pledge Agreement, and Securities Account Control Agreement between the City of Port Lavaca, First National Bank in Port Lavaca and Pershing, a BNY Mellon Company for a five (5) year period effective February 01, 2023. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the City approved and executed a depository agreement and depository pledge agreement with First National Bank (FNB) on January 9, 2023 to be effective February 1, 2023 for a term of five (5) years. The agreement was forwarded to the bank for execution by the remaining parties, which included First National Bank in Port Lavaca, and Pershing, a BNY Mellon Company (Pershing).

On March 14, 2023, staff was informed by First National Bank that the Pledged Collateral agreement the city had previously provided to the bank for review in December, 2022 would not be acceptable to Pershing. Instead, Pershing offered a Securities Account Control Agreement for consideration.

The City was provided an alternative agreement furnished by Pershing, and as a result, there was a need to amend the Depository Agreement and Depository Pledge Agreement in order to insert language which referred to the Securities Account Control Agreement.

Members of the Finance Committee were involved in the review of the documents as well as the City's Attorney. These documents were ultimately approved and executed by all parties.

Proper agreements are not only required by Federal and State law, they also provide the mechanism to ensure the City's funds are fully collateralized in the event of a bank failure. Without the proper agreements in place, the City would only receive the \$250,000.00 FDIC insurance as a recovery of all funds deposited in the bank.

Additionally, the implications on the city's annual audit would include a finding in the government auditing standards report due to the City not being in compliance with a state law to have all deposits properly collateralized, with not disclosures mentioning that all cash deposits were not properly collateralized.

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 ratification of Amended Bank Depository Agreement, Depository Pledge Agreement, and Securities Account Control Agreement between the City of Port Lavaca, First National Bank in Port Lavaca and Pershing, a BNY Mellon Company for a five (5) year period effective February 01, 2023.

Seconded by Councilman District 2 Dent

Voting Yea:

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

3. **Consider appointment/reappointment of member(s) to Port Commission to fill term-expired vacancy('s) and/or start a new term. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the term of current board members of the Port Commission will be expiring in May 2023. They have all expressed a desire to be reappointed for a new two-year term. The members in question are Alex Davila, Mike McGuire, Jim O'Neil, Larry Nichols and Mike Kovarek.

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 reappointment of Alex Davila, Mike McGuire, Jim O'Neil, Larry Nichols and Mike Kovarek to the Port Commission for each to serve two-year terms.

Seconded by Councilman District 1 Smith



Voting Yea:

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

4. **Consider Resolution No. R-050823-1 of the City of Port Lavaca, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates within the city should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Presenter is Anne Marie Odefey**

Motion made by Councilman District 3 Tippit

WHEREAS, the City of Port Lavaca, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 5, 2023 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 54824, seeking to increase electric distribution rates by approximately \$39.7 million (an approximately \$1.63 increase to the average residential customer's bill from the rates just approved in the Company's most recent DCRF case) and impose a Rider Mobile TEE Facilities to recover \$30.67 million (an approximately \$1.30 increase to the average residential customer's bill) related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 54824.

Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF and Rider Mobile TEEE Facilities charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Leila Melhem, American Electric Power Service Corporation, 400 West 15<sup>th</sup> Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Seconded by Councilman District 5 Ward

Voting Yea:

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

5. **Consider Resolution No. R-050823-2 of the City of Port Lavaca, Texas to approve Annual Review of the City of Port Lavaca's Investment Policy and Strategy. Presenter is Susan Lang**

Finance Director Lang advised Council that as a requirement of the Texas Public Funds Investment Act and as per the City's Investment Policy and Strategy, the City shall perform an annual review of the investment policy. On Monday, April 24, 2023, the City's Finance & Investment Committee convened to review the current investment policy and found the proposed policy with changes to be adequate for the City's needs. Staff and the Finance Committee recommends approval of the annual review of the City's Investment Policy and Strategy by Resolution No. R-050823-2, a copy which is on file in the Office of the City Secretary, in its entirety.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff and the Finance Committee, Council hereby approves Resolution No. R-050823-2 of the City of Port Lavaca, Texas to approve Annual Review of the City of Port Lavaca's Investment Policy and Strategy.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

6. **Consider Resolution No. R-050823-3 of the City of Port Lavaca, Texas to adopt the City of Port Lavaca's Budgetary and Financial Management Policies for the 2023-2024 Fiscal Year. Presenter is Susan Lang**

Finance Director Lang advised Council that as a pre-cursor to the annual budget process, the Budgetary & Financial Management Policies of the City were reviewed by the Finance committee meeting on April 24, 2023. Staff and the Finance Committee recommends approval of the City of Port Lavaca's Budgetary and Financial Management Policies for the 2023-2024 Fiscal Year by Resolution No. R-050823-3, a copy which is on file in the Office of the City Secretary, in its entirety.

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 approves Resolution No. R-050823-3 of the City of Port Lavaca, Texas to adopt the City of Port Lavaca's Budgetary and Financial Management Policies for the 2023-2024 Fiscal Year.

Seconded by Councilman District 5 Ward

Voting Yea:

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

7. **Consider Resolution No. R-050823-4 of the City of Port Lavaca, Texas to adopt the Sidewalk Plan as part of the City of Port Lavaca's Comprehensive Plan adopted by Ordinance No. G-9-16 on September 12, 2016. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

WHEREAS, a well-planned sidewalk/shared use path system helps to provide an affordable mode of transportation available to all citizens and is an effective tool to encourage non-vehicular mobility and promote a healthy lifestyle; and

WHEREAS, the City of Port Lavaca Comprehensive Plan recommends the City adopt a Sidewalk Master Plan to ensure pedestrian safety and connectivity in the City; and

WHEREAS, a Sidewalk Master Plan will guide City staff, property owners and developers in determining where sidewalks are needed to create an effective network of sidewalks and shared use paths within the City; and

WHEREAS, the City Council of the City of Port Lavaca, Texas finds it to be in the public interest to adopt the Sidewalk Master Plan as presented; and

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

THAT, the City Council adopts the Sidewalk Master Plan to guide the City in future planning and decision-making regarding the placement and construction of sidewalks and shared use paths, the provisions of which shall be as set forth on the City's website on the Comprehensive Plan page labeled "Port Lavaca Sidewalk Plan – May 2023".

Seconded by Councilman District 6 Barr

Voting Yea:

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

8. **Consider Resolution No. R-050823-5 of the City of Port Lavaca, Texas to prepare and submit Grant applications to the Texas General Land Office (GLO) Coastal Erosion Planning & Response Act (CEPRA) Cycle 13 and Commitment of Public Funds as required for match for the following projects: Harbor of Refuge Protection and Restoration and Lighthouse Beach Restoration. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, the City of Port Lavaca is a coastal community sitting on the shores of Lavaca Bay, a northwestern extension of the Matagorda Bay ecosystem and is committed to the long-term protection and enhancement of our coastal and natural resources; and

WHEREAS, the Texas General Land Office (GLO) administers the Coastal Erosion Planning Response Act (CEPRA) Program in Texas to provide state legislature appropriated grant funds to worthy coastal jurisdictions through the review of submitted project goal summary applications and subsequent award of project grant funds; and

WHEREAS, the Harbor of Refuge Protection and Restoration Project is included in the GLO 2023 Coastal Resiliency Masterplan as one of 121 projects prioritized as Tier 1 by the Texas General Land Office through close input from a Technical Advisory Committee (TAC) to mitigate issues that negatively impact the Texas coast; and

WHEREAS, in recognition of the critical importance of Port Lavaca's coastal natural resources to all residents and visitors to the Texas coast, the potential availability to leverage local dollars with State and Federal funds, the societal benefits to current and future generations of Texans, the City of Port Lavaca City Council considers it fitting and proper to commit local dollars as required match funds toward for the implementation of these critical shoreline protection projects and provide public access to the same; and

WHEREAS, The Matagorda Bay Mitigation Trust, whose mission is to support and fund environmental mitigation projects, studies, and initiatives in the Matagorda and San Antonio Bay ecosystems, has generously awarded the City of Port Lavaca a \$200,000.00 grant to go towards the required match dollars of a potential CEPRA grant award.

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

THAT, the City Council hereby approves and supports the submission of two (2) CEPRA Cycle 13 grant applications to solicit funding for the following essential projects and hereby also commits to establish and maintain public access to said shorelines:

- 1) Harbor of Refuge Protection and Restoration, Phase 1 including preliminary engineering, permitting, and final design with a commitment of \$275,200.00 of local match dollars, \$200,000.00 of which is the generous grant from the Matagorda Bay Mitigation Trust Fund.
- 2) Lighthouse Beach Restoration Project feasibility study, with a commitment of \$50,000.00 of local match dollars.

The City Manager is hereby authorized to execute any and all applications and contract forms as necessary, dedicate/secure the required cash match, and coordinate staff's efforts to submit the approved Project Goal Summary grant applications to the General Land Office.

Seconded by Councilman District 1 Smith

Voting Yea:

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

9. **Consider Resolution No. R-050823-6 of the City of Port Lavaca, Texas supporting City of Port Lavaca's Application to the Texas Department of Transportation's (TxDOT) 2023 Transportation Alternatives Set-Aside (TA) Program. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Port Lavaca would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

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

THAT, the City of Port Lavaca supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Port Lavaca is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

10. **Consider recommendation of Planning Board for approval of a single-lot Final minor plat, Sylvia Pina Mendoza Life Estate Subdivision, located at 914 Schooley Street, CAD Pin #54708. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant for the proposed subdivision was deeded the land. With the probate, Sylvia Pina Mendoza was provided the land under CAD PIN 54708 with the remainder to a family member. Ms. Mendoza is now legally platting the property to obtain proper building permits for a remodel and addition to her home. He said the applicant has also obtained proper permits for the re-route of utilities. An easement has been created and new meters have been set to separate the residential dwelling from the multi-family dwelling located off-premises. The Planning Board has approved this request.

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

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

THAT, in accordance with recommendation of the Planning Board and staff, Council hereby approves a single-lot Final minor plat, Sylvia Pina Mendoza Life Estate Subdivision, located at 914 Schooley Street, CAD Pin #54708.

Seconded by Councilman District 6 Barr

Voting Yea:

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

11. **Consider recommendation of Planning Board for approval of a conceptual retail store; to be located on 1207 W. Austin Street, legal description for the lot is Burkeshire Subdivision (PL), Lot PT 6, Acres 1.327, Property identification #10081. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant is proposing to construct a Dollar General on the site. The proposed structure will be 12,644 square feet with 50 parking spaces. Smith said the developer contacted him to confirm that the property had been platted and water/wastewater availability for the site. The Planning Board has approved the conceptual retail store to be located at 1207 W. Austin.

Justin Weaver was in attendance and commented to Council that he had reservations about a General Dollar Store opening up for business so near his own business on W. Austin Street.

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 the Planning Board and staff, Council hereby approves a conceptual retail store; to be located on 1207 W. Austin Street, legal description for the lot is Burckshire Subdivision (PL), Lot PT 6, Acres 1.327, Property identification #10081.

Seconded by Councilman District 2 Dent

Voting Yea:

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

## **IX. ADJOURNMENT**

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 6 Barr

Voting Yea:

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

Meeting adjourned at 7:40 p.m.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary

# COMMUNICATION

SUBJECT: Minutes of May 16, 2023 Special Meeting

---

## INFORMATION:





## CITY COUNCIL SPECIAL MEETING

Tuesday, May 16, 2023 at 2:00 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 16th day of May, 2023, the City Council of the City of Port Lavaca, Texas, convened in special session at 2:00 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

Rosie G. Padron

Jim Ward

Mayor

Councilwoman, District 4, Mayor Pro Tem

Councilman, District 5

Constituting a quorum (two council members) for purposes of canvassing an election, in accordance with the Texas Election Code, Title 67, Section 67.004, at which time the following business was transacted:

#### II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 2:02 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. Canvass returns of the May 06, 2023 City of Port Lavaca General Officers Election. Presenter is Mayor Whitlow

Records and materials regarding the May 06, 2023 General Election were presented by City Secretary Grant, to canvass the votes. The Canvassing Committee was formed of Mayor Whitlow, Councilwoman Padron and Councilman Ward. Completed Election Tally Books were distributed to Padron and Ward in order to validate the vote count to the canvassing document as follows:

**COUNCIL MEMBER, SINGLE DISTRICT ONE (1) for a term of three (3) years**

Candidate	Early Voting	Election Day	Total Votes
Daniel Aguirre	57	17	74
Mike McGuire	24	9	33
Total Ballots Cast	81	26	107

Councilwoman Padron and Councilman Ward both agreed that the elections tally book had the same number of votes for each candidate as established in the canvassing document presented by City Secretary Grant.

No action necessary and none taken.

**2. Consider Resolution No. R-051623-1E certifying the May 06, 2023 General Election returns and declaring candidates elected. Presenter is Mandy Grant**

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

WHEREAS, the returns of the May 06, 2023 election were canvassed at a special meeting held on Tuesday, May 16, 2023, at 2:00 p.m., by Mayor Whitlow, Councilwoman Padron, Councilman Ward and City Secretary Grant with the following results:

**COUNCIL MEMBER, SINGLE DISTRICT ONE (1) for a term of three (3) years**

Candidate	Early Voting	Election Day	Total Votes
Daniel Aguirre	57	17	74
Mike McGuire	24	9	33
Total Ballots Cast	81	26	107

WHEREAS, there came on to be considered the returns of an election held the 6<sup>th</sup> day of May, 2023, for the purpose of electing the hereinafter named officials; and

WHEREAS, it appearing from said returns duly and legally made, that one hundred seven (107) valid ballots were cast; and

WHEREAS, that each of the candidates in said election received the votes set out hereinabove:

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

THAT, Daniel Aguirre was duly elected Council Member, District One (1) of the City of Port Lavaca, Texas, at said election, and is hereby declared duly elected to said office, subject to executing the Statement of Officer and taking the Oath of Office as provided by the laws of the State of Texas; and

Seconded by Councilman District 5 Ward

Voting Yea:

Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward

**V. ADJOURN SPECIAL MEETING**

Mayor Whitlow asked for motion to adjourn.

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

Seconded by Councilman District 5 Ward

Voting Yea:

Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward

Special Meeting adjourned at 2:16 p.m.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary

## **COMMUNICATION**

**SUBJECT:** Minutes of May 22, 2023 Special Meeting and Workshop Session

---

**INFORMATION:**



## CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, May 22, 2023 at 5:30 PM

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

### MINUTES

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

On this the 22<sup>nd</sup> day of May, 2023, the City Council of the City of Port Lavaca, Texas, convened in a special and workshop session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

#### I. ROLL CALL

Jack Whitlow

Jerry Smith

Tim Dent

Allen Tippit

Rosie G. Padron

Jim Ward

Mayor

Councilman, District 1

Councilman, District 2

Councilman, District 3

Councilwoman, District 4, Mayor Pro Tem

Councilman, District 5

And with the following absent:

Ken Barr

Councilman, District 6

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 5:35 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. Discuss and consider the current concerns with the Harbor of Refuge railroad spur and a path forward. Presenter is Jody Weaver**

Interim City Manager Weaver gave Council an update on investigation into the condition of the Corrugated Metal Pipe storm sewer culverts in Corporation Ditch under the City's rail spur at the Harbor of Refuge. Port Commission Chairman Davila was in attendance and joined in the discussion. A consensus among all was to continue investigating ways to resolve the situation and bring information back to Council for further action.

No action necessary and none taken.

**V. ADJOURN SPECIAL MEETING**

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 1 Smith

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Special Meeting adjourned at 6:18 p.m.

**RECESS**

- Mayor announced Council would take a brief recess at 6:18 p.m.
- Mayor announced Council was back from recess at 6:32 p.m.

**WORKSHOP SESSION**

**VI. CALL TO ORDER**

- Mayor Whitlow called the workshop to order at 6:32 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. Receive presentation of annual Police Department Activity Report for the two-year period from January 1, 2021 to December 31, 2022. Presenter is Colin Rangnow**

City Council received and discussed this agenda item.

No action necessary and none taken.

2. **Discuss potential projects for inclusion in the 5-year Capital Improvement Plan (CIP).**  
**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 2 Dent

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Workshop adjourned at 7:49 p.m.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary

# COMMUNICATION

SUBJECT: Review of Credit Card Statement

---

## INFORMATION:





Section VII. Item #D.

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  
April 8, 2023 to May 8, 2023

## SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$12,999.80
- Payments	\$12,999.80
- Other Credits	\$168.46
+ Purchases	\$13,477.75
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$13,309.29

Account Number XXXX XXXX XXXX 0305  
Credit Limit \$26,500.00  
Available Credit \$9,603.00  
Statement Closing Date May 8, 2023  
Days in Billing Cycle 31

## PAYMENT INFORMATION

New Balance: \$13,309.29  
Minimum Payment Due: \$399.28  
Payment Due Date: June 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](http://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
04/27	04/27	85431893M00XST961	PAYMENT - THANK YOU	\$12,999.80-

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: \$13,309.29  
Minimum Payment Due: \$399.28  
Payment Due Date: June 2, 2023

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

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



CITY OF

Account Number: XXXX XXXX XXXX 0305

## TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0305				\$12,999.80-
04/11	04/12	55432863562865YXY	UPS*BILLING CENTER 800-811-1648 GA	\$10.03
04/12	04/13	05416013643A5GKR3	WAL-MART #1098 PORT LAVACA TX	\$45.19
04/26	04/27	55420363LJAVDW419	2COCOM*EMCLIENT.COM ALPHARETTA GA	\$151.15
04/26	04/27	55432863L5X1DHPPMY	AMZN MKTP US*HF5YC9552 AMZN.COM/BILL WA	\$24.12
04/27	04/27	75337003M8PQNG9PP	FIRST TACTICAL MODESTO CA	\$104.99
04/28	04/28	55432863N5XBLLZE	TEEX ECOMMERCE 979-458-6898 TX	\$750.00
05/03	05/04	55432863V5Z0ZKWPIM	AMZN MKTP US*W83V82C63 AMZN.COM/BILL WA	\$108.35
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX0727				\$1,193.83
05/05	05/07	85197013XWGNQ8A38	MUSTANG CREEK BAR B QU LOUISE TX	\$78.82
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$78.82
04/11	04/13	556399536N1Y7XERM	7-ELEVEN 36509 BEAUMONT TX	\$20.43
04/13	04/14	55432863762V09Q3B	AMZN MKTP US*HJ3WY2XQ2 AMZN.COM/BILL WA	\$5.00
04/14	04/14	55432863862VMGZH7	AMZN MKTP US*HJ1VA4841 AMZN.COM/BILL WA	\$55.79
04/19	04/20	05416013D43A5G6S5	WAL-MART #1098 PORT LAVACA TX	\$19.88
04/24	04/25	55432863J5WDYBM3K	HOTEL*RESERVATIONS.COM 855-956-2201 WA	\$2,347.28
04/24	04/26	85500393KS66FBVR4	TTPOA 832-4526004 TX	\$500.00
04/24	04/26	82308313KS66HYP7F	WWW.RESERVATIONS.COM 855-9562201 FL	\$136.20
04/25	04/26	55429503KLSFKVT31	VISTAPRINT 8662074955 MA	\$37.88
04/28	04/30	55310203N2DM5F27K	AMZN MKTP US*HM1K63JH0 AMZN.COM/BILL WA	\$19.99
05/03	05/04	55432863V5Z0GMZZV	AMZN MKTP US*E71I97LR3 AMZN.COM/BILL WA	\$47.69
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$3,190.14
04/11	04/12	554328635626NW4X4	COURTYARD BEAUMONT BEAUMONT TX	\$148.35
CHECK-IN 04/11/23 FOLIO #101001				
04/12	04/14	751207137S66L7ZDP	KALAHARI RESORT - TX ROUND ROCK TX	\$828.00
CHECK-IN 04/12/23 FOLIO #R040D2B4				
04/12	04/14	751207137S66L7ZEH	KALAHARI RESORT - TX ROUND ROCK TX	\$828.00
CHECK-IN 04/12/23 FOLIO #R040D2B3				
04/06	04/26	55432863K5WPGQBXF	SQ *TEXAS ASSOCIATION CORINTH TX	\$200.00
04/24	04/26	85500393KS66FBVPL	TTPOA 832-4526004 TX	\$500.00
05/02	05/03	25247803S004EBS30	VC PAYMENTS VICTORIA TX	\$25.00
05/04	05/05	55500363W5SGSBTTG	STREET CRIMES CHICAGO IL	\$450.00
JAVIER RAMOS				
TOTAL XXXXXXXXXXXX0867				\$2,979.35
05/01	05/03	82306063S566KXZK4	VICTORIA COLLEGE VICTORIA TX CREDIT	\$25.00-
04/11	04/11	554328635624Z4AY7	AMZN MKTP US*HJ5249MY0 AMZN.COM/BILL WA	\$182.00
04/11	04/12	554328635626Z56EZ	AMZN MKTP US*HJ4GK7HC0 AMZN.COM/BILL WA	\$868.95
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$1,025.95
04/11	04/11	5548077355SW4029G	TEXAS CHAPTER AMERICAN 2144449596 TX	\$415.00
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$415.00
04/12	04/13	55432863662GZHTD0	WPY*STRAC 855-999-3729 TX	\$70.00
04/12	04/13	55432863662G9BGGS	WPY*STRAC 855-999-3729 TX	\$210.00
04/12	04/13	55432863662G9BHJ1	WPY*STRAC 855-999-3729 TX	\$35.00
04/12	04/13	55432863662G9BH46	WPY*STRAC 855-999-3729 TX	\$35.00
04/19	04/20	55432863D5V2Q3MLA	WALMART.COM 800-966-6546 AR	\$26.47
04/25	04/26	55432863K5WN9TYA4	SQ *THE DONUT PALACE PORT LAVACA TX	\$47.59

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
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$424.06
04/18	04/20	75120713DS66M2FAK	KALAHARI RESORT - TX ROUND ROCK CREDIT	\$103.47-
		CHECK-IN 04/15/23	FOLIO #ROXUOD2U9	
04/26	04/27	55432863L5WZGSE28	AMAZON.COM AMZN.COM/BILL WA CREDIT	\$39.99-
04/11	04/13	751207136S66L7PQT	KALAHARI RESORT - TX ROUND ROCK TX	\$676.97
		CHECK-IN 04/15/23	FOLIO #ROXUOD2U9	
04/16	04/18	75120713BS66LRVD0	KALAHARI RESORT - TX ROUND ROCK TX	\$309.00
		CHECK-IN 04/16/23	FOLIO #R54Q5PBLU	
04/20	04/21	55432863E5VDSNJMV	AMAZON.COM*HV8LV3SX1 AMZN.COM/BILL WA	\$39.99
04/25	04/25	55432863K5WL7N84T	AMZN MKTP US*HF78E0121 AMZN.COM/BILL WA	\$25.49
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$907.99
04/09	04/10	5531020332DJSQNF	AMZN MKTP US*HJ2YM0A60 AMZN.COM/BILL WA	\$8.99
04/11	04/12	551315835R3SQAEFH	APPLE.COM/BILL 1111111111 CA	\$2.99
04/12	04/13	5531020362DLAYXH9	AMZN MKTP US*HJ1979DV0 AMZN.COM/BILL WA	\$93.98
04/18	04/19	52707153D03P6PKMX	CITY OF VICTORIA LANDF BLOOMINGTON TX	\$20.50
04/20	04/20	55480773E8AZ117W7	RECONYX HOLMEN WI	\$1.00
04/20	04/21	55432863E5VQV4JTT	AMZN MKTP US*HV5GV68M2 AMZN.COM/BILL WA	\$13.29
04/29	04/30	55480773P8AZ0Y5HX	RECONYX 8664936064 WI	\$30.00
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$170.75
04/20	04/20	55480773E8AZ117VP	RECONYX HOLMEN WI	\$1.00
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$1.00
05/01	05/02	55432863T5YFSB08A	IN *PERFORMANCE SALES 361-5783278 TX	\$238.07
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$238.07
04/18	04/19	15270213Q023KWSX3	GOOGLE STORAGE MOUNTAIN VIEW CA	\$2.12
04/19	04/20	55432863D5V15R47T	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$169.42
04/19	04/20	55432863D5V31PFNT	SQ *ACCELERATION BY DE GOSQ.COM TX	\$50.00
04/19	04/20	55432863D5V3189AX	SQ *ACCELERATION BY DE GOSQ.COM TX	\$50.00
04/24	04/25	55432863J5WFPEP46	UPS*BILLING CENTER 800-811-1648 GA	\$10.81
04/24	04/25	55432863J5WGEYWG	IN *PORT LAVACA CHAMBE 361-5522959 TX	\$500.00
05/01	05/03	55207393S003KD3ZG	AUTHORIZE.NET SAN FRANCISCO CA	\$50.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$832.35
04/06	04/09	554295031RTJNFDGL	PAYPAL *TECSERVICES 4029357733 TX	\$475.00
04/06	04/09	554295031RTJTBL5N	PAYPAL *TECSERVICES 4029357733 TX	\$475.00
04/12	04/13	051404836MHEGVPG	SONIC DRIVE IN #2708 PORT LAVACA TX	\$48.70
04/13	04/16	55432863862YSSGF	TEXAS A&M AGRILIFE EXT 979-862-2245 TX	\$550.00
04/19	04/20	55488723EBLHPF7T4	TX DEPT AGRICULTURE AUSTIN TX	\$76.94
04/26	04/26	55310203L2DYHF55E	AMAZON.COM*HF5F095O1 A AMZN.COM/BILL WA	\$109.26
04/27	04/27	55432863M5X6956SD	AMZN MKTP US*HF2BD1211 AMZN.COM/BILL WA	\$117.08
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,851.98

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	18.99% (v)	\$0.00	31	\$0.00
Cash Advances	18.99% (v)	\$0.00	31	\$0.00

(v) - variable

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

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at [www.cardaccount.net](http://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](http://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 **May 31, 2023**  
Date: June 7, 2023

Below are the following reports for the period ending **May 31, 2023**, or **66.6%** of the year:

The major highlights of the Report are as follows:

*Property Tax* collections as reported by CCAD - are **\$4,722,873** for the year as of April. Collections in FY 22-23 are 92.8% of total adjusted tax levy. Total current year Property Taxes Outstanding as of April is **\$365,068**.

In the General Fund, revenues through **5/31/23** are **84%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,367,582** for the year as of May. Collections in FY 22-23 are 107% of budget.
2. *Sales Tax* collections through May were **\$2,322,202** or 74% of budget. Collections through May in FY 21-22 were **\$2,250,270**.
3. *Licenses & Permits* collections are **\$96,193** for the year, or 55% of budget. Collections through May in FY 21-22 were **\$107,032**.
4. *Bauer Center Rentals* through May are **\$47,000** or 59% of budget. Collections through May in FY 21-22 were **\$43,800**.
5. *Court Fines* are **\$50,717** for the year, or 42% of budget. Collections through May in FY 21-22 were **\$57,542**.

Expenditures in the General Fund for the year are **60%** of budget.

**Target: 66.6%**

In the Utility Fund, revenues as of **5/31/23** are **57%** of budget. In addition:

1. *Metered Water* sales through May are **\$1,571,471 or 63%** of budget.
2. *Residential Sewer* sales through May are **\$804,122 or 64%** of budget.
3. *Garbage Billings* through May are **\$599,569 or 66%** of budget.

Expenditures in the Utility Fund for the year are **57%** 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	\$8,702,634	84%	\$6,539,661	60%	\$2,162,973
Utility	4,048,509	57%	4,240,243	57%	(191,734)
HOT	318,508	52%	365,637	66.3%	(47,129)
Beach	196,669	54%	88,608	47%	108,060
Port	482,725	28%	424,743	23%	57,982
Total					2,090,152

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





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

**TAXES DUE AT CERTIFICATION** 5,080,947.08

Adjustments to Date -12,653.99

**TOTAL TAX LEVY** 5,068,293.09

**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			0.00
June			0.00
July (Delinquent as of July 1, 2022)			0.00
August			0.00
September			0.00
<b>TOTAL</b>	<b>4,703,222.51</b>	<b>19,650.03</b>	<b>4,722,872.54</b>

Last Year %  
Collected  
94.25%

**TRANSFERRED TO DELINQUENT ROLL** % Collected 92.80%

July, Aug, and Sept Payments 0.00

**2022 TAXES OUTSTANDING** 365,067.63

% Current Outstanding 7.20%

**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			0.00
June			0.00
July			0.00
August			0.00
September			0.00
<b>TOTAL</b>	<b>77,907.66</b>	<b>33,187.16</b>	<b>111,094.82</b>

**DELINQUENT TAXES OUTSTANDING** 393,065.72

**TOTAL TAXES OUTSTANDING** 758,133.35

*J 5/11/23*

## **COMMUNICATION**

**SUBJECT:** Consider approval of new lease to Big Bear Shrimp at City Harbor

---

### **INFORMATION:**

# PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

**DATE**                      **July 1, 2023**

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

**TENANT**

Company name & address    BIG BEAR SHRIMP AND SEAFOOD, LLC  
C/O TERRI AND MARK DIETZEL  
2241 HIGHWAY 35 N  
PORT LAVACA, TX 77979

Home office address        SAME

Contact #s                    Mark Dietzel 361-648-4512 cell

Local responsible party    Mark Dietzel

Contact #, email            \_\_\_\_\_

Emergency contact        -----

**PREMISES**

TRACT #'s CITY HARBOR: SLIP CH1 with 923 sf adjacent land

**TERM**

Commencement Date    July 01, 2023

Termination Date        June 30, 2025

Monthly Rate             \$401.53

Option: With 60 days advance notice, Tenant shall have option to extend the lease agreement at the end of the current lease for two (2) each one (1) year terms; City has preferential right with 90 days notice to terminate the lease at the end of the current lease.

Rent Increase for each extension: per 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 July 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, (hereinafter referred to as “City”), and BIG BEAR SHRIMP AND SEAFOOD (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 the CITY HARBOR, City of Port Lavaca, Texas, identified as Tract SLIP CH1 AND 923 SF of Adjacent Land, 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 1<sup>st</sup> of any given year and ending September 30<sup>th</sup> of the following year.

**“Force Majeure”** shall mean acts of God;

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

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

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

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

hereafter added to the property described in Exhibit “A” which shall not include the bulkhead adjacent to the property.

**“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, Big Bear Shrimp and Seafood, LLC as a seafood business which involves loading, unloading and dockage of one seafood boat, storage and the wholesale of seafood and aquatic products; use of the transportation infrastructure access via the access easement across Scully’s parking lot; the storage of equipment; and including blending, mixing, storage, and related handling of such materials and components in both bulk and non-bulk forms, and including use of the transportation infrastructure access to any other easements, privately owned or leased docks or terminals, or public highways.

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

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

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

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

## **Article 2. Leased Premises.**

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

### **Article 3. Term.**

**Section 3.01.** This lease is for a term of 24 MONTHS commencing on the first day of July 2023 and continuing until June 30, 2025. Tenant shall have the right with sixty (60) days advance written notice to City to exercise two (2) each one (1) year options to extend this Lease. City shall have preferential right with ninety (90) days advance written notice to terminate the lease at the end of the current lease term. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 and Article 17 Below.

### **Article 4. Use.**

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

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

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

**Section 4.04. Environmental Restrictions.** Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous

Materials” shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City’s Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

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

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

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

**Section 4.07. INDEMNIFICATION.** IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES,



COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

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

**Section 4.09. Compliance with City Code of Ordinances related to Smoking.** Tenant shall comply with Article 2 of Chapter 20 of the City's Code of Ordinances related to Smoking.

## **Article 5. Rent.**

**Section 5.01 Land Rent.** Tenant shall pay to City monthly rent of **\$401.53** per month, beginning July 1, 2023 and on the first (1<sup>st</sup>) day of each month thereafter during the term of this Lease. If one or both of the one-year extensions are exercised under this lease agreement, each such extension shall include a rent adjustment based upon the most recently published Municipal Cost Index (MCI) at the time of the increase compared with the MCI published for July 2023, with a minimum increase of 2% and a maximum increase of 5%. Rent shall be prorated for any partial month.

**Section 5.02. 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. **NO SEAFOOD TARIFFS SHALL BE ASSESSED DURING THE TERM OF THIS LEASE.**

**Section 5.03. Place of Payment.** Rental and all other payments 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 5.04. Delinquent Payments.** All Rent and other payments required of Tenant hereunder which are not paid by the 10TH 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 5.05. 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 5.06. 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 5.07. 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 1<sup>st</sup> day of the month following the expiration of this Lease.

## **Article 6. Construction, Ownership and Operation of Improvements.**

**Section 6.01. Title to Improvements.** All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. City may prevent and disapprove removal if Tenant is in default under Article 16 below. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

**Section 6.04 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 at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

**Section 6.06. 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 10<sup>th</sup> 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.** Other than the default of 16.01(a) which shall allow for City to take immediate action as allowed by law, 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:  
BIG BEAR SHRIMP AND SEAFOOD  
C/O TERRI AND MARK DIETZEL  
2241 HIGHWAY 35 N  
PORT LAVACA, TX 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 JULY 1, 2023** and **EXECUTED** this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**CITY OF PORT LAVACA:**

\_\_\_\_\_  
John D. Whitlow, Mayor

**ATTEST:**

\_\_\_\_\_  
Mandy Grant, City Secretary

TENANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_







## **COMMUNICATION**

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

---

### **INFORMATION:**

- **Harbor Meeting**
  - Met with City of Port Lavaca City Manager and Harbor Master to determine location and ownership of waterfront assets
  - Began building an evergreen list of properties and their utility assets
- **Rotary Meeting**
  - VEDC President presented to the Port Lavaca Rotary chapter status updates of projects and answered questions they had regarding RFI
- **One-Page-Flier**
  - Continue to develop one-page fliers for Quality of Life and Potential Industry
  - Working with City's Marketing and Harbor Master to obtain information and images
- **Matagorda Ship Channel Improvement Project**
  - Calhoun Porty Authority Executive Director Presented at Tuesday Morning Partnership meeting to provide status updates on the project
  - VEDC attended June 6 & 7 Army Corps of Engineers Town Hall meetings
- **Project/Development**
  - Met with City and County leadership on June 6<sup>th</sup> regarding potential mega development
  - Began outreach for retail and restaurant development
- **Housing Workshop**
  - Attended the Housing Workshop on May 13<sup>th</sup>
  - Created an evergreen list of potential properties for development
  - Will attend the follow-up sessions on 6/17 & 6/25

- **Ongoing**
  - Developing a target list for Business Retention and Expansion visits
  - Working with Economic Development Committee to prioritize findings from Newmark study

## COMMUNICATION

**SUBJECT:** Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Daniel Aguirre representing District 1 and Allen Tippit representing District 3, to each serve a new term of three (3) years. Presenter is Mandy Grant

---

## INFORMATION:



## COMMUNICATION

**SUBJECT:** Consider election of Mayor Pro Tem by Council Members in accordance with Section 3.04 of the City of Port Lavaca Home Rule Charter. Presenter is Mandy Grant

---

## INFORMATION:



## COMMUNICATION

**SUBJECT:** Conduct Public Hearing for the purpose of adopting the 2023 Downtown Waterfront Master Plan for the City of Port Lavaca by Ordinance No. G-5-23. Presenter is Mayor Whitlow

---

## INFORMATION:





## COMMUNICATION

**SUBJECT:** Call annual corporate meeting to order for Port Lavaca Channel & Dock Company and consider and take any action deemed necessary for adoption of unanimous written consent. Presenter is Anne Marie Odefey

---

## INFORMATION:

**UNANIMOUS WRITTEN CONSENT  
(IN LIEU OF ANNUAL MEETING)  
OF SHAREHOLDERS OF  
PORT LAVACA CHANNEL AND DOCK COMPANY**

The undersigned, the sole shareholder of Port Lavaca Channel and Dock Company (the "Corporation"), in accordance with Section 6.201 of the Texas Business Organizations Code, hereby adopt the following written consent.

WHEREAS, the person signing this consent is the shareholder entitled to vote at the Corporation's 2023 annual shareholder meeting and on the following resolutions; and

WHEREAS, the undersigned desires to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a written consent in lieu of formally holding the annual shareholder's meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal annual shareholder's meeting; therefore, be it:

RESOLVED, that all proceedings of the Shareholder and all actions taken by the Board of Directors and officers of this Corporation reported to the undersigned are approved and ratified as being actions taken by this Corporation, on behalf of this Corporation, and for the benefit of this Corporation.

RESOLVED, that the financial, operating and other reports concerning the Corporation presented to the undersigned are approved and ratified.

RESOLVED, that Jerry Smith is no longer serving as City Council Member and as such, has resigned his position; and Daniel Aguirre is now the Council Member serving for that District.

RESOLVED, that Jack Whitlow, Mandy Grant, Daniel Aguirre, Tim Dent, Allen Tippit, Rosie Padron, Jim Ward and Ken Barr are continued as Directors of the Corporation.

RESOLVED, that this written consent shall have the same force and effect as a formal annual meeting for all purposes, including but not limited for the purpose of complying with Section 21.351 of the Texas Business Organizations Code.

The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the shareholder of the Corporation.

DATED to be effective on June 12, 2023.

CITY OF PORT LAVACA

By: \_\_\_\_\_  
Jack Whitlow, Mayor

**UNANIMOUS WRITTEN CONSENT  
(IN LIEU OF ANNUAL MEETING)  
OF THE BOARD OF DIRECTORS OF  
PORT LAVACA CHANNEL AND DOCK COMPANY**

The undersigned, directors of Port Lavaca Channel and Dock Company, (the "Corporation"), in accordance with Sections 6.201 and 21.415 of the Texas Business Organizations Code, hereby adopt the following unanimous written consent.

WHEREAS, the persons signing this consent are all the directors entitled to vote at the Corporation's 2023 annual Board of Directors' meeting and on the following resolutions; and

WHEREAS, the undersigned desire to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a unanimous written consent in lieu of formally holding the annual Board of Directors' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal annual Board of Directors' meeting; therefore, be it:

RESOLVED, that all actions taken by the officers of the Corporation reported to the undersigned, are approved and ratified as being actions taken by this Corporation, on behalf of this Corporation, and for the benefit of this Corporation.

RESOLVED, that the financial, operating and other reports concerning the Corporation presented to the undersigned are approved and ratified.

RESOLVED, that the following persons are elected as officers of the Corporation:

<b>Office</b>	<b>Name</b>
President	Jack Whitlow
Secretary	Mandy Grant

RESOLVED, that each director shall serve so long as he/she serves on the City Council of the City of Port Lavaca and/or is employed by the City of Port Lavaca. If a director no longer serves as a council member or employee, he/she automatically resigns their position.

RESOLVED, that this unanimous written consent shall have the same force and effect as a formal annual Board of Directors' meeting for all purposes.

The undersigned direct that this unanimous written consent may be executed in multiple counterparts, all of which shall be considered originals and that this unanimous written

consent, including multiple counterparts, be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

DATED to be effective on June 12, 2023.

---

Jack Whitlow

---

Mandy Grant

---

Daniel Aguirre

---

Tim Dent

---

Allen Tippit

---

Rosie Padron

---

Jim Ward

---

Ken Barr

## COMMUNICATION

**SUBJECT:** Call annual corporate meeting to order for Clement Cove Harbor Company and consider and take any action deemed necessary for adoption of unanimous written consent.  
Presenter is Anne Marie Odefey

---

## INFORMATION:

**UNANIMOUS WRITTEN CONSENT  
(IN LIEU OF ANNUAL MEETING)  
OF SHAREHOLDERS OF  
CLEMENT COVE HARBOR COMPANY**

The undersigned, the sole shareholder of Clement Cove Harbor Company (the "Corporation"), in accordance with Section 6.201 of the Texas Business Organizations Code, hereby adopt the following written consent.

WHEREAS, the person signing this consent is the shareholder entitled to vote at the Corporation's 2023 annual shareholders' meeting and on the following resolutions; and

WHEREAS, the undersigned desires to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a written consent in lieu of formally holding the annual shareholder's meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal annual shareholder's meeting; therefore, be it:

RESOLVED, that all proceedings of the Shareholder and all actions taken by the Board of Directors and officers of this Corporation reported to the undersigned are approved and ratified as being actions taken by this Corporation, on behalf of this Corporation, and for the benefit of this Corporation.

RESOLVED, that the financial, operating and other reports concerning the Corporation presented to the undersigned are approved and ratified.

RESOLVED, that Jerry Smith is no longer serving as City Council Member and as such, has resigned his position; and, Daniel Aguirre is now the Council Member serving for that District.

RESOLVED, that Jack Whitlow, Mandy Grant, Daniel Aguirre, Tim Dent, Allen Tippit, Rosie Padron, Jim Ward and Ken Barr are continued as Directors of the Corporation.

RESOLVED, that this written consent shall have the same force and effect as a formal annual meeting for all purposes, including but not limited for the purpose of complying with Section 21.351 of the Texas Business Organizations Code.

The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the shareholders of the Corporation.



DATED to be effective on June 12, 2023.

CITY OF PORT LAVACA

By: \_\_\_\_\_  
Jack Whitlow, Mayor

**UNANIMOUS WRITTEN CONSENT  
(IN LIEU OF ANNUAL MEETING)  
OF THE BOARD OF DIRECTORS OF  
CLEMENT COVE HARBOR COMPANY**

The undersigned, directors of Clement Cove Harbor Company, (the "Corporation"), in accordance with Sections 6.201 and 21.415 of the Texas Business Organizations Code, hereby adopt the following unanimous written consent.

WHEREAS, the persons signing this consent are all the directors entitled to vote at the Corporation's 2020 annual Board of Directors' meeting and on the following resolutions; and

WHEREAS, the undersigned desire to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a unanimous written consent in lieu of formally holding the annual Board of Directors' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal annual Board of Directors' meeting; therefore, be it:

RESOLVED, that all actions taken by the officers of the Corporation reported to the undersigned, are approved and ratified as being actions taken by this Corporation, on behalf of this Corporation, and for the benefit of this Corporation.

RESOLVED, that the financial, operating and other reports concerning the Corporation presented to the undersigned are approved and ratified.

RESOLVED, that the following persons are elected as officers of the Corporation:

<b>Office</b>	<b>Name</b>
President	Jack Whitlow
Secretary	Mandy Grant

RESOLVED, that each director shall serve so long as he/she serves on the City Council of the City of Port Lavaca. If a director no longer serves as a council member, he/she automatically resigns their position.

RESOLVED, that this unanimous written consent shall have the same force and effect as a formal annual Board of Directors' meeting for all purposes.

The undersigned direct that this unanimous written consent may be executed in multiple counterparts, all of which shall be considered originals and that this unanimous written

consent, including multiple counterparts, be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

DATED to be effective on June 12, 2023.

\_\_\_\_\_  
Jack Whitlow

\_\_\_\_\_  
Mandy Grant

\_\_\_\_\_  
Daniel Aguirre

\_\_\_\_\_  
Tim Dent

\_\_\_\_\_  
Allen Tippit

\_\_\_\_\_  
Rosie Padron

\_\_\_\_\_  
Jim Ward

\_\_\_\_\_  
Ken Barr

## COMMUNICATION

**SUBJECT:** Consider 2024 proposed Budget from the Calhoun County Appraisal District (CCAD) as required by Sec. 6.06 (A) of the Texas Property Tax Code to the Governing bodies of the Taxing Units within. Presenter is Jesse Hubbell

---

## INFORMATION:

**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](http://www.calhouncad.org)



**Board of Directors**

Section VIII. Item #6.

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

**Chief Appraiser**

Jesse W. Hubbell

May 18, 2023

To: The Governing Bodies of the Taxing Units within the Calhoun County  
Appraisal District and the Calhoun County Appraisal District Board of Directors

RE: 2024 Proposed Budget

I, Jesse W. Hubbell, chief appraiser for the Calhoun County Appraisal District, do hereby submit the 2024 Proposed Budget for the Calhoun County Appraisal District as required by Sec. 6.06 of the Texas Property Tax Code. Please make a copy of this proposed budget available for public inspection.

We will have the budget as an agenda item for each board meeting until the final budget is approved, which is usually in August. We will continue to work on the budget at each board meeting. The appraisal district budget must be approved by the board of directors prior to September 15 of each year.

Before the budget is officially approved by the board of directors, there will be at least a 10-day public notice given of a Public Hearing on the Budget. The appraisal district will post the notice of the Public Hearing in the newspaper (Port Lavaca Wave), at the county courthouse, appraisal district office and on the appraisal district website. Each governing body will also be notified by letter.

Should anyone have any questions regarding the proposed budget please feel free to contact me directly. Your suggestions, questions and comments are always welcomed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jesse W. Hubbell', is written over a horizontal line.

Jesse W. Hubbell  
Chief Appraiser



2024 CCAD PROPOSED BUDGET SUMMARY

Section VIII. Item #6.

BUDGET CATEGORIES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET	Check	Change\$	Change%
<b>PAYROLL EXPENSES - Salaries &amp; Benefits</b>										
<b>SALARIES</b>										
Administrative	\$ 97,999.92	\$ 101,000.00	\$ 101,000.00	\$ -	\$ 101,000.00	\$ 101,000.00	\$ -	\$ 101,000.00	\$ -	0.00%
Clerical	\$ 340,687.41	\$ 356,310.00	\$ 140,060.00	\$ 216,250.00	\$ 371,675.00	\$ 144,685.00	\$ 226,990.00	\$ 371,675.00	\$ 15,365.00	4.31%
Appraisal	\$ 207,158.45	\$ 200,500.00	\$ 200,500.00	\$ -	\$ 206,515.00	\$ 206,515.00	\$ -	\$ 206,515.00	\$ 6,015.00	3.00%
<b>TOTAL SALARIES</b>	\$ 645,845.78	\$ 657,810.00	\$ 441,560.00	\$ 216,250.00	\$ 679,190.00	\$ 452,200.00	\$ 226,990.00	\$ 679,190.00	\$ 21,380.00	3.25%
<b>BENEFITS</b>										
Social Security/Medicare	\$ 9,402.80	\$ 10,077.65	\$ 6,826.75	\$ 3,250.90	\$ 10,405.07	\$ 6,974.08	\$ 3,430.99	\$ 10,405.07	\$ 327.42	3.25%
Health Insurance(employee health, dental,ad&d,ltd)	\$ 146,315.14	\$ 193,802.18	\$ 119,262.88	\$ 74,539.30	\$ 221,544.18	\$ 136,334.88	\$ 85,209.30	\$ 221,544.18	\$ 27,742.00	14.31%
Worker's Compensation	\$ 3,316.43	\$ 3,783.00	\$ 2,328.00	\$ 1,455.00	\$ 3,783.00	\$ 2,328.00	\$ 1,455.00	\$ 3,783.00	\$ -	0.00%
Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	\$ 98,089.02	\$ 99,594.94	\$ 67,467.08	\$ 32,127.86	\$ 104,481.11	\$ 70,029.24	\$ 34,451.87	\$ 104,481.11	\$ 4,886.17	4.91%
Auto Allowance	\$ 39,000.00	\$ 37,200.00	\$ 36,000.00	\$ 1,200.00	\$ 38,400.00	\$ 36,000.00	\$ 2,400.00		\$ 1,200.00	3.23%
<b>TOTAL EMPLOYEE BENEFITS</b>	\$ 296,123.39	\$ 344,457.77	\$ 231,884.71	\$ 112,573.06	\$ 378,613.36	\$ 251,666.20	\$ 126,947.16	\$ 378,613.36	\$ 34,155.59	9.92%
<b>TOTAL PAYROLL COSTS - Salaries &amp; Benefits</b>	\$ 941,969.17	\$ 1,002,267.77	\$ 673,444.71	\$ 328,823.06	\$ 1,057,803.36	\$ 703,866.20	\$ 353,937.16	\$ 1,057,803.36	\$ 55,535.59	5.54%
<b>PURCHASED/CONTRACTED SERVICES</b>										
Audit Services	\$ 11,000.00	\$ 11,000.00	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ -	0.00%
Legal Services	\$ -	\$ 1,700.00	\$ 1,200.00	\$ 500.00	\$ 1,700.00	\$ 1,200.00	\$ 500.00	\$ 1,700.00	\$ -	0.00%
Appraisal Review Board Legal Services	\$ 300.00	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	0.00%
Maintenance-Mapping	\$ 16,296.84	\$ 18,711.61	\$ 18,711.61	\$ -	\$ 15,415.00	\$ 15,415.00	\$ -	\$ 15,415.00	\$ (3,296.61)	-17.62%
Contracted Appraisals-(MIUP)	\$ 139,800.00	\$ 142,600.00	\$ 142,600.00	\$ -	\$ 145,000.00	\$ 145,000.00	\$ -	\$ 145,000.00	\$ 2,400.00	1.68%
Contracted Appraisals-(AG)	\$ 6,850.00	\$ 7,020.00	\$ 7,020.00	\$ -	\$ 7,580.00	\$ 7,580.00	\$ -	\$ 7,580.00	\$ 560.00	7.98%
Contracted Appraisals (Commercial)	\$ -	\$ 42,000.00	\$ 42,000.00	\$ -	\$ 42,000.00	\$ 42,000.00	\$ -	\$ 42,000.00		0.00%
Appraisal Review Board	\$ 13,563.31	\$ 20,250.00	\$ 20,250.00	\$ -	\$ 20,250.00	\$ 20,250.00	\$ -	\$ 20,250.00	\$ -	0.00%
Agricultural Appraisal Advisory Board	\$ 294.94	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	0.00%
Maintenance-Software(Appraisal,Collection/TNT)	\$ 64,161.75	\$ 65,641.63	\$ 48,140.33	\$ 17,501.30	\$ 79,715.00	\$ 57,363.50	\$ 22,351.50	\$ 79,715.00	\$ 14,073.37	21.44%
Maintenance-Building & Grounds	\$ 111.29	\$ 1,300.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 620.00	\$ 380.00	\$ 1,000.00	\$ (300.00)	-23.08%
Maintenance-Equipment	\$ 1,895.36	\$ 6,300.00	\$ 3,100.00	\$ 3,200.00	\$ 2,500.00	\$ 1,550.00	\$ 950.00	\$ 2,500.00	\$ (3,800.00)	-60.32%
IT Support					\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	#DIV/0!



2024 CCAD PROPOSED BUDGET SUMMARY

Section VIII. Item #6.

BUDGET CATEGORIES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET	Check	Change\$	Change%
Water	\$ 901.85	\$ 1,225.00	\$ 625.00	\$ 600.00	\$ 1,200.00	\$ 744.00	\$ 456.00	\$ 1,200.00	\$ (25.00)	-2.04%
Telephone	\$ 7,389.32	\$ 6,845.00	\$ 2,845.00	\$ 4,000.00	\$ 7,400.00	\$ 4,588.00	\$ 2,812.00	\$ 7,400.00	\$ 555.00	8.11%
Electricity	\$ 5,344.64	\$ 4,500.00	\$ 2,250.00	\$ 2,250.00	\$ 4,800.00	\$ 2,976.00	\$ 1,824.00	\$ 4,800.00	\$ 300.00	6.67%
Rental-Building	\$ 25,800.00	\$ 25,800.00	\$ 12,900.00	\$ 12,900.00	\$ 25,800.00	\$ 12,900.00	\$ 12,900.00	\$ 25,800.00	\$ -	0.00%
Rental-other	\$ 6,995.72	\$ 5,300.00	\$ 2,700.00	\$ 2,600.00	\$ 6,700.00	\$ 4,154.00	\$ 2,546.00	\$ 6,700.00	\$ 1,400.00	26.42%
Deed Service	\$ 5,321.50	\$ 5,800.00	\$ 2,900.00	\$ 2,900.00	\$ 3,972.00	\$ 2,604.00	\$ 1,368.00	\$ 3,972.00	\$ (1,828.00)	-31.52%
Bookkeeping Service	\$ 1,883.55	\$ 2,400.00	\$ 1,200.00	\$ 1,200.00	\$ 2,100.00	\$ 1,302.00	\$ 798.00	\$ 2,100.00	\$ (300.00)	0.00%
Other Services	\$ 4,395.95	\$ 5,800.00	\$ 3,500.00	\$ 2,300.00	\$ 3,500.00	\$ 2,170.00	\$ 1,330.00	\$ 3,500.00	\$ (2,300.00)	-39.66%
Arbitration	\$ 750.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ (2,000.00)	-33.33%
CoStar Commerical Data					\$ 10,560.00	\$ 10,560.00	\$ -	\$ 10,560.00	\$ 10,560.00	
CARAHSOFT Residential Sales					\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	
TOTAL PURCHASED/CONTRACTED SERVICES	\$ 313,056.02	\$ 381,193.24	\$ 325,091.94	\$ 56,101.30	\$ 415,192.00	\$ 357,476.50	\$ 57,715.50	\$ 415,192.00	\$ 33,998.76	8.92%
SUPPLIES & MATERIALS										
Janitorial Supplies	\$ 202.63	\$ 900.00	\$ 500.00	\$ 400.00	\$ 700.00	\$ 350.00	\$ 350.00	\$ 700.00	\$ (200.00)	-22.22%
Appraisal Manuals/Subscriptions	\$ 3,325.91	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 3,400.00	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 600.00	21.43%
Publications	\$ 45.00	\$ 398.50	\$ 230.00	\$ 168.50	\$ 398.50	\$ 230.00	\$ 168.50	\$ 398.50	\$ -	0.00%
Office Supplies	\$ 4,535.44	\$ 4,500.00	\$ 2,250.00	\$ 2,250.00	\$ 4,920.00	\$ 2,460.00	\$ 2,460.00	\$ 4,920.00	\$ 420.00	9.33%
Postage/Forms/Printing	\$ 54,183.70	\$ 52,000.00	\$ 26,000.00	\$ 26,000.00	\$ 59,700.00	\$ 29,850.00	\$ 29,850.00	\$ 59,700.00	\$ 7,700.00	14.81%
Copier & Computer Supplies	\$ 5,378.32	\$ 7,900.00	\$ 4,200.00	\$ 3,700.00	\$ 6,000.00	\$ 3,720.00	\$ 2,280.00	\$ 6,000.00	\$ (1,900.00)	-24.05%
Appraisal Supplies	\$ 410.29	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	0.00%
Mapping Supplies	\$ 650.46	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ -	0.00%
Other Supplies	\$ 1,028.00	\$ 1,400.00	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ (200.00)	-14.29%
Software Mapping		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL SUPPLIES & MATERIALS	\$ 69,759.75	\$ 71,148.50	\$ 37,930.00	\$ 33,218.50	\$ 77,568.50	\$ 41,860.00	\$ 35,708.50	\$ 77,568.50	\$ 6,420.00	9.02%
OTHER OPERATING EXPENSES										
Mileage - Out of District	\$ 988.35	\$ 1,100.00	\$ 500.00	\$ 600.00	\$ 1,100.00	\$ 500.00	\$ 600.00	\$ 1,100.00	\$ -	0.00%
Education(Subsistence,School/State Registration/Dues & Fees)	\$ 16,298.51	\$ 17,300.00	\$ 11,500.00	\$ 5,800.00	\$ 17,300.00	\$ 11,500.00	\$ 5,800.00	\$ 17,300.00	\$ -	0.00%
Insurance - Private Autos	\$ 63.60	\$ 70.00	\$ 45.00	\$ 25.00	\$ 70.00	\$ 45.00	\$ 25.00	\$ 70.00	\$ -	0.00%
Insurance - Officials Liability	\$ 2,685.69	\$ 2,500.00	\$ 2,100.00	\$ 400.00	\$ 2,500.00	\$ 2,100.00	\$ 400.00	\$ 2,500.00	\$ -	0.00%
Insurance - Property Liability	\$ 3,268.27	\$ 3,250.00	\$ 1,625.00	\$ 1,625.00	\$ 3,250.00	\$ 1,625.00	\$ 1,625.00	\$ 3,250.00	\$ -	0.00%
Insurance - Bonds/Employees	\$ 2,170.00	\$ 2,330.00	\$ 630.00	\$ 1,700.00	\$ 2,330.00	\$ 630.00	\$ 1,700.00	\$ 2,330.00	\$ -	0.00%
Mandated Legal Notices	\$ 3,178.61	\$ 3,770.00	\$ 1,900.00	\$ 1,870.00	\$ 3,770.00	\$ 1,900.00	\$ 1,870.00	\$ 3,770.00	\$ -	0.00%



2024 CCAD PROPOSED BUDGET SUMMARY

Section VIII. Item #6.

BUDGET CATEGORIES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET	Check	Change\$	Change%
Director's Expense	\$ 1,084.24	\$ 1,300.00	\$ 700.00	\$ 600.00	\$ 1,300.00	\$ 700.00	\$ 600.00	\$ 1,300.00	\$ -	0.00%
Bank Fees	\$ -	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ -	0.00%
Miscellaneous	\$ 115.49	\$ 475.00	\$ 225.00	\$ 250.00	\$ 475.00	\$ 225.00	\$ 250.00	\$ 475.00	\$ -	0.00%
TOTAL OTHER OPERATING EXPENDITURES	\$ 29,852.76	\$ 32,595.00	\$ 19,475.00	\$ 13,120.00	\$ 32,595.00	\$ 19,475.00	\$ 13,120.00	\$ 32,595.00	\$ -	0.00%
CAPITAL OUTLAY										
Furniture, Equipment, Other	\$ 4,528.50	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ -	0.00%
TOTAL CAPITAL OUTLAY	\$ 4,528.50	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ -	0.00%

BUDGET SUMMARY OF EXPENDITURES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET			
Payroll Salaries & Benefits	\$ 941,969.17	\$ 1,002,267.77	\$ 673,444.71	\$ 328,823.06	\$ 1,057,803.36	\$ 703,866.20	\$ 353,937.16	\$ 1,057,803.36	\$ 55,535.59	5.54%
Purchased & Contracted Services	\$ 313,056.02	\$ 381,193.24	\$ 325,091.94	\$ 56,101.30	\$ 415,192.00	\$ 357,476.50	\$ 57,715.50	\$ 415,192.00	\$ 33,998.76	8.92%
Supplies & Materials	\$ 69,759.75	\$ 71,148.50	\$ 37,930.00	\$ 33,218.50	\$ 77,568.50	\$ 41,860.00	\$ 35,708.50	\$ 77,568.50	\$ 6,420.00	9.02%
Other Operating Expenses	\$ 29,852.76	\$ 32,595.00	\$ 19,475.00	\$ 13,120.00	\$ 32,595.00	\$ 19,475.00	\$ 13,120.00	\$ 32,595.00	\$ -	0.00%
Capital Outlay	\$ 4,528.50	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ 5,250.00	\$ 3,250.00	\$ 8,500.00	\$ -	0.00%
TOTAL EXPENDITURES	\$ 1,359,166.20	\$ 1,495,704.51	\$ 1,061,191.65	\$ 434,512.86	\$ 1,591,658.86	\$ 1,127,927.70	\$ 463,731.16	\$ 1,591,658.86	\$ 95,954.35	6.42%

BUDGET SUMMARY OF REVENUES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET			
REVENUE FROM OPERATIONS:										
Interest Income	\$ 12,925.04	\$ 4,000.00	\$ 1,500.00	\$ 2,500.00	\$ 12,900.00	\$ 4,400.00	\$ 8,500.00	\$ 12,900.00	\$ 8,900.00	222.50%
Miscellaneous Revenue	\$ 2,189.80	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 2,200.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 1,000.00	83.33%
Business Personal Property	\$ 3,682.75	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 2,100.00	140.00%
Tax Certificates	\$ 11,284.75	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 11,300.00	\$ -	\$ 11,300.00	\$ 11,300.00	\$ 8,800.00	352.00%
TOTAL REVENUE FROM OPERATIONS	\$ 30,082.34	\$ 9,200.00	\$ 4,200.00	\$ 5,000.00	\$ 30,000.00	\$ 10,200.00	\$ 19,800.00	\$ 30,000.00	\$ 20,800.00	226.09%



2024 CCAD PROPOSED BUDGET SUMMARY

Section VIII. Item #6.

BUDGET CATEGORIES	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET	Check	Change\$	Change%
NET BUDGET(FUNDING AMOUNT FROM TAXING UNITS)	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET	Check	Change\$	Change%
Actual Funding from Taxing Units	\$ 1,455,676.52	\$ 1,486,504.51	\$ 1,056,991.65	\$ 429,512.86	\$ 1,561,658.86	\$ 1,117,727.70	\$ 443,931.16	\$ 1,561,658.86	\$ 75,154.35	5.06%
Revenues from CCAD Operations (Earned interest, BPP,Tax certificates Misc Etc)	\$ 31,227.44	\$ 9,200.00	\$ 4,200.00	\$ 5,000.00	\$ 30,000.00	\$ 10,200.00	\$ 19,800.00	\$ 30,000.00	\$ 20,800.00	226.09%
Total Revenues	\$ 1,486,903.96	\$ 1,495,704.51	\$ 1,061,191.65	\$ 434,512.86	\$ 1,591,658.86	\$ 1,127,927.70	\$ 463,731.16	\$ 1,591,658.86	\$ 95,954.35	6.42%
Total Expenditures	\$ 1,359,166.20	\$ 1,555,077.84	\$ 1,120,564.98	\$ 434,512.86	\$ 1,651,385.53	\$ 1,187,654.37	\$ 463,731.16	\$ 1,651,385.53	\$ 96,307.69	6.19%
Net Revenues Over/(Under)Expenditures Funded by Reserve Balance	\$ 127,737.76									
FUND RESERVE ( Per Financial Audit)	\$ 364,919.00									
TOTAL COMMITTED RESERVES									\$ -	

ASSIGNED RESERVE UTILIZATION(Board Authorized expenditures from fund reserve)	2022 Consolidated Budget Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2023 APPROVED APPRAISAL BUDGET	2023 APPROVED COLLECTION BUDGET	2024 PROPOSED CONSOLIDATED BUDGET	2024 PROPOSED APPRAISAL BUDGET	2024 PROPOSED COLLECTION BUDGET			
Pictometry/ChangeFinder(2019-2021)	\$ 38,226.67	\$ 38,813.33	\$ 38,813.33		\$ 38,226.67	\$ 38,226.67	\$ -	\$ 38,226.67	\$ (586.66)	
Server purchase/install	\$ -	\$ -			\$ 21,500.00	\$ 21,500.00		\$ 21,500.00	\$ 21,500.00	
CoStar Commerical Data	\$ 8,954.84	\$ 10,560.00	\$ 10,560.00		\$ -	\$ -		\$ -	\$ (10,560.00)	
CARAHSOFT Residential Sales	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00		\$ -	\$ -		\$ -	\$ (10,000.00)	
TOTAL BOARD APPROVED EXPENDITURES FROM FUND RESERVE	\$ 52,181.51	\$ 59,373.33	\$ 59,373.33	\$ -	\$ 59,726.67	\$ 59,726.67	\$ -	\$ 59,726.67	\$ 353.34	



2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

SUMMARY BUDGET EXPENDITURES BY CATEGORY	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$Change	%Change
TOTAL SALARIES & BENEFITS	\$ 941,969.17	\$ 1,002,267.77	\$ 1,057,803.36	\$ 55,535.59	5.54%
TOTAL PURCHASED/CONTRACTED SERVICES	\$ 313,056.02	\$ 381,193.24	\$ 415,192.00	\$ 33,998.76	8.92%
TOTAL SUPPLIES & MATERIALS	\$ 69,759.75	\$ 71,148.50	\$ 77,568.50	\$ 6,420.00	9.02%
TOTAL OTHER OPERATING EXPENSES	\$ 29,852.76	\$ 32,595.00	\$ 32,595.00	\$ -	0.00%
TOTAL CAPITAL OUTLAY	\$ 4,528.50	\$ 8,500.00	\$ 8,500.00	\$ -	0.00%
TOTAL EXPENDITURES w/o Fund Reserve	\$ 1,359,166.20	\$ 1,495,704.51	\$ 1,591,658.86	\$ 95,954.35	6.42%

FUND RESERVE (Beginning of year per Financial Audit)	\$ 405,632.00	\$ 364,919.00			
--	---------------	---------------	--	--	--

TOTAL COMMITTED RESERVES	2022 Actual Funds Expended	2023 APPROVED CONSOLIDATED BUDGET	2024 PROPOSED CONSOLIDATED BUDGET		
Board Authorized Expenditures from Fund Reserve					
Pictometry/ChangeFinder	\$ 38,226.67	\$ 38,813.33	\$ 38,226.67	\$ (586.66)	-1.51%
Server purchase/install		\$ -	\$ 21,500.00	\$ 21,500.00	#DIV/0!
CoStar Commercial Data	\$ 8,954.84	\$ 10,560.00	\$ -	\$ (10,560.00)	-100.00%
CARASOFT SALES DATA	\$ 5,000.00	\$ 10,000.00	\$ -	\$ (10,000.00)	-100.00%
TOTAL BOARD APPROVED EXPENDITURES FROM FUND RESERVE	\$ 52,181.51	\$ 59,373.33	\$ 59,726.67	\$ 353.34	0.60%

REVENUES FROM OPERATIONS					
Copies, tax certificates, earned interest from bank accounts, bpp, other)	\$ 31,227.44	\$ 9,200.00	\$ 30,000.00		226.09%

ACTUAL FUNDING FROM TAXING UNITS	\$ 1,455,676.52	\$ 1,486,504.51	\$ 1,561,658.86	\$ 75,154.35	5.06%
REVENUES FROM OPERATIONS	\$ 31,227.44	\$ 9,200.00	\$ 30,000.00	\$ 20,800.00	226.09%
TOTAL REVENUES	\$ 1,486,903.96	\$ 1,495,704.51	\$ 1,591,658.86	\$ 95,954.35	6.42%
TOTAL EXPENDITURES Inc Board Approved Fund Reserve Expenditures	\$ 1,411,347.71	\$ 1,555,077.84	\$ 1,651,385.53	\$ 96,307.69	6.19%

NET REVENUES OVER/(UNDER)EXPENDITURES	\$ 75,556.25	\$ -	\$ -		
---------------------------------------	--------------	------	------	--	--

PAYROLL EXPENSES					
SALARIES & BENEFITS - CONSOLIDATED	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Administrative Salaries	\$ 97,999.92	\$ 101,000.00	\$ 101,000.00	\$ -	0.00%
Clerical Salaries	\$ 340,687.41	\$ 356,310.00	\$ 371,675.00	\$ 15,365.00	4.31%
Appraisal Salaries	\$ 207,158.45	\$ 200,500.00	\$ 206,515.00	\$ 6,015.00	3.00%
TOTAL SALARIES	\$ 645,845.78	\$ 657,810.00	\$ 679,190.00	\$ 21,380.00	3.25%
EMPLOYEE BENEFITS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Social Security/Medicare	\$ 9,402.80	\$ 10,077.65	\$ 10,405.07	\$ 327.42	3.25%
Health Insurance(Employee health,dental,ad&d, ltd,life)	\$ 146,315.14	\$ 193,802.18	\$ 221,544.18	\$ 27,742.00	14.31%
Workers Compensation	\$ 3,316.43	\$ 3,783.00	\$ 3,783.00	\$ -	0.00%
Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	\$ 98,089.02	\$ 99,594.94	\$ 104,481.11	\$ 4,886.17	4.91%
Auto Allowance	\$ 39,000.00	\$ 37,200.00	\$ 38,400.00	\$ 1,200.00	3.23%
TOTAL EMPLOYEE BENEFITS	\$ 296,123.39	\$ 344,457.77	\$ 378,613.36	\$ 34,155.59	9.92%
TOTAL CONSOLIDATED SALARIES & BENEFITS	\$ 941,969.17	\$ 1,002,267.77	\$ 1,057,803.36	\$ 55,535.59	5.54%

SALARIES & BENEFITS - APPRAISAL	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Administrative Salaries	\$ 97,999.92	\$ 101,000.00	\$ 101,000.00	\$ -	0.00%
Clerical Salaries	\$ 98,604.16	\$ 140,060.00	\$ 144,685.00	\$ 4,625.00	3.30%
Appraisal Salaries	\$ 207,158.45	\$ 200,500.00	\$ 206,515.00	\$ 6,015.00	3.00%
TOTAL SALARIES	\$ 403,762.53	\$ 441,560.00	\$ 452,200.00	\$ 10,640.00	2.41%
EMPLOYEE BENEFITS	2021 ACTUAL	2022 APPROVED	2023 APPROVED	\$CHANGE	%CHANGE
Social Security/Medicare	\$ 5,969.48	\$ 6,826.75	\$ 6,974.08	\$ 147.33	2.16%
Health Insurance(Employee health,dental,ad&d, ltd,life)	\$ 81,866.32	\$ 119,262.88	\$ 136,334.88	\$ 17,072.00	14.31%
Workers Compensation	\$ 2,287.17	\$ 2,328.00	\$ 2,328.00	\$ -	0.00%
Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Retirement	\$ 63,232.74	\$ 67,467.08	\$ 70,029.24	\$ 2,562.16	3.80%
Auto Allowance	\$ 37,800.00	\$ 36,000.00	\$ 36,000.00	\$ -	0.00%
TOTAL EMPLOYEE BENEFITS	\$ 191,155.71	\$ 231,884.71	\$ 251,666.20	\$ 19,781.49	9%
TOTAL APPRAISAL SALARIES & BENEFITS	\$ 594,918.24	\$ 673,444.71	\$ 703,866.20	\$ 30,421.49	5%



2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

SALARIES & BENEFITS - COLLECTIONS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Administrative Salaries	\$ -	\$ -	\$ -	\$ -	0.00%
Clerical Salaries	\$ 242,083.25	\$ 216,250.00	\$ 226,990.00	\$ 10,740.00	4.97%
<b>TOTAL SALARIES</b>	<b>\$ 242,083.25</b>	<b>\$ 216,250.00</b>	<b>\$ 226,990.00</b>	<b>\$ 10,740.00</b>	<b>4.97%</b>
EMPLOYEE BENEFITS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED		
Social Security/Medicare	\$ 3,433.32	\$ 3,250.90	\$ 3,430.99	\$ 180.09	5.54%
Health Insurance(Employee health,dental,ad&d, ltd,life)	\$ 64,648.82	\$ 74,539.30	\$ 85,209.30	\$ 10,670.00	14.31%
Workers Compensation	\$ 943.87	\$ 1,455.00	\$ 1,455.00	\$ -	0.00%
Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	\$ 34,856.28	\$ 32,127.86	\$ 34,451.87	\$ 2,324.01	7.23%
Auto Allowance	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	100.00%
<b>TOTAL EMPLOYEE BENEFITS</b>	<b>\$ 105,082.29</b>	<b>\$ 112,573.06</b>	<b>\$ 126,947.16</b>	<b>\$ 14,374.10</b>	<b>12.77%</b>
<b>TOTAL COLLECTIONS SALARIES &amp; BENEFITS</b>	<b>\$ 347,165.54</b>	<b>\$ 328,823.06</b>	<b>\$ 353,937.16</b>	<b>\$ 25,114.10</b>	<b>7.64%</b>

**2023 APPROVED SALARY & BENEFIT  
DETAIL**

POSITION	SALARY	F.I.C.A.	HEALTH INSURANCE(MED,DEN,LT D, AD&D)	WORKMANS COMP	RETIREMENT
CHIEF APPRAISER	\$ 101,000.00	\$ 1,568.90	\$ 17,041.86	\$ 291.00	\$ 15,753.92
DEPUTY CHIEF-APPRAISAL	\$ 72,615.00	\$ 1,157.32	\$ 17,041.86	\$ 291.00	\$ 11,621.06
DEPUTY CHIEF- COLLECTIONS	\$ 67,465.00	\$ 995.64	\$ 17,041.86	\$ 291.00	\$ 9,997.62
EXECUTIVE ASSISTANT	\$ 54,075.00	\$ 801.49	\$ 17,041.86	\$ 291.00	\$ 8,048.04
<b>TOTAL</b>	<b>\$ 295,155.00</b>	<b>\$ 4,523.35</b>	<b>\$ 68,167.44</b>	<b>\$ 1,164.00</b>	<b>\$ 45,420.64</b>

APPRAISER A	\$ -	\$ -	\$ -	\$ -	\$ -
APPRAISER B	\$ 43,260.00	\$ 731.67	\$ 17,041.86	\$ 291.00	\$ 7,346.98
APPRAISER C	\$ 44,805.00	\$ 754.07	\$ 17,041.86	\$ 291.00	\$ 7,571.93
APPRAISER D	\$ 45,835.00	\$ 769.01	\$ 17,041.86	\$ 291.00	\$ 7,721.90
<b>TOTAL APPRAISERS</b>	<b>\$ 133,900.00</b>	<b>\$ 2,254.75</b>	<b>\$ 51,125.58</b>	<b>\$ 873.00</b>	<b>\$ 22,640.81</b>

CLERK A	\$ 43,680.00	\$ 633.36	\$ 17,041.86	\$ 291.00	\$ 6,359.81
CLERK B	\$ 35,000.00	\$ 507.50	\$ 17,041.86	\$ 291.00	\$ 5,096.00
CLERK C	\$ 36,450.00	\$ 528.53	\$ 17,041.86	\$ 291.00	\$ 5,307.12
CLERK D	\$ 34,000.00	\$ 493.00	\$ 17,041.86	\$ 291.00	\$ 4,950.40
<b>TOTAL CLERKS</b>	<b>\$ 149,130.00</b>	<b>\$ 2,162.39</b>	<b>\$ 68,167.44</b>	<b>\$ 1,164.00</b>	<b>\$ 21,713.33</b>

GIS COORDINATOR	\$ 55,170.00	\$ 799.97	\$ 17,041.86	\$ 291.00	\$ 8,032.75
MAPPING/DEED ABTRACTOR	\$ 45,835.00	\$ 664.61	\$ 17,041.86	\$ 291.00	\$ 6,673.58
<b>TOTAL GIS/MAPPING</b>	<b>\$ 101,005.00</b>	<b>\$ 1,464.58</b>	<b>\$ 34,083.72</b>	<b>\$ 582.00</b>	<b>\$ 14,706.33</b>

<b>AUTO ALLOWANCE(\$600/mo./appraiser)(\$10 0/mo/exec assist.)</b>	<b>\$ 38,400.00</b>				
<b>TOTAL SALARIES</b>	<b>\$ 679,190.00</b>	<b>\$ 10,405.07</b>	<b>\$ 221,544.18</b>	<b>\$ 3,783.00</b>	<b>\$ 104,481.11</b>
<b>TOTAL BENEFITS</b>	<b>\$ 378,613.36</b>				
<b>GRAND TOTAL</b>	<b>\$ 1,057,803.36</b>				

PURCHASED/CONTRACTED SERVICES- CONSOLIDATED	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Audit Services	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ -	0%
Legal Services	\$ -	\$ 1,700.00	\$ 1,700.00	\$ -	0%
ARB Legal Services	\$ 300.00	\$ 750.00	\$ 750.00	\$ -	0%
Maintenance-Mapping	\$ 16,296.84	\$ 18,711.61	\$ 15,415.00	\$ (3,296.61)	-18%
Contracted Appraisals(MIUP)	\$ 139,800.00	\$ 142,600.00	\$ 145,000.00	\$ 2,400.00	2%
Contracted Appraisals(AG)	\$ 6,850.00	\$ 7,020.00	\$ 7,580.00	\$ 560.00	8%
Contracted Appraisals(Commercial)	\$ -	\$ 42,000.00	\$ 42,000.00	\$ -	0%
Appraisal Review Board	\$ 13,563.31	\$ 20,250.00	\$ 20,250.00	\$ -	0%
Agricultural Appraisal Advisory Board	\$ 294.94	\$ 250.00	\$ 250.00	\$ -	0%
Maintenance-Software	\$ 64,161.75	\$ 65,641.63	\$ 79,715.00	\$ 14,073.37	21%
Maintenance-Building & Grounds	\$ 111.29	\$ 1,300.00	\$ 1,000.00	\$ (300.00)	-23%
Maintenance - Equipment	\$ 1,895.36	\$ 6,300.00	\$ 2,500.00	\$ (3,800.00)	-60%
IT Support	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	#DIV/0!
Water	\$ 901.85	\$ 1,225.00	\$ 1,200.00	\$ (25.00)	-2%
Telephone	\$ 7,389.32	\$ 6,845.00	\$ 7,400.00	\$ 555.00	8%
Electricity	\$ 5,344.64	\$ 4,500.00	\$ 4,800.00	\$ 300.00	7%
Rental-Building	\$ 25,800.00	\$ 25,800.00	\$ 25,800.00	\$ -	0%
Rental-Other	\$ 6,995.72	\$ 5,300.00	\$ 6,700.00	\$ 1,400.00	26%
Deed Service	\$ 5,321.50	\$ 5,800.00	\$ 3,972.00	\$ (1,828.00)	-32%
Bookkeeping	\$ 1,883.55	\$ 2,400.00	\$ 2,100.00	\$ (300.00)	-13%
Other Services	\$ 4,395.95	\$ 5,800.00	\$ 3,500.00	\$ (2,300.00)	-40%
Arbitration	\$ 750.00	\$ 6,000.00	\$ 4,000.00	\$ (2,000.00)	-33%
CoStar Commerical Data			\$ 10,560.00		
CARAHSOFT Residential Sales			\$ 10,000.00		
<b>TOTAL PURCHASED/CONTRACTED SERVICES-CONSOLIDATED</b>	<b>\$ 313,056.02</b>	<b>\$ 381,193.24</b>	<b>\$ 415,192.00</b>	<b>\$ 33,998.76</b>	<b>8.92%</b>



2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

<b>PURCHASED/CONTRACTED SERVICES- APPRAISAL</b>	<b>2022 ACTUAL</b>	<b>2023 APPROVED</b>	<b>2024 PROPOSED</b>	<b>\$CHANGE</b>	<b>%CHANGE</b>
Audit Services	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	0%
Legal Services	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	0%
ARB Legal Services	\$ 800.00	\$ 750.00	\$ 750.00	\$ -	0%
Maintenance-Mapping	\$ 16,296.84	\$ 18,711.61	\$ 15,415.00	\$ (3,296.61)	-18%
Contracted Appraisals (MIUP)	\$ 139,800.00	\$ 142,600.00	\$ 145,000.00	\$ 2,400.00	2%
Contracted Appraisals ( Ag)	\$ 6,850.00	\$ 7,020.00	\$ 7,580.00	\$ 560.00	8%
Contracted Appraisals (Commercial)	\$ -	\$ 42,000.00	\$ 42,000.00	\$ -	0%
Appraisal Review Board	\$ 13,563.31	\$ 20,250.00	\$ 20,250.00	\$ -	0%
Agricultural Appraisal Advisory Board	\$ 294.94	\$ 250.00	\$ 250.00	\$ -	0%
Maintenance-Software	\$ 46,503.66	\$ 48,140.33	\$ 57,363.50	\$ 9,223.17	19%
Maintenance-Building & Grounds	\$ 55.65	\$ 650.00	\$ 620.00	\$ (30.00)	-5%
Maintenance - Equipment	\$ 947.68	\$ 3,100.00	\$ 1,550.00	\$ (1,550.00)	-50%
IT Support	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	#DIV/0!
Water	\$ 450.93	\$ 625.00	\$ 744.00	\$ 119.00	19%
Telephone	\$ 4,395.61	\$ 2,845.00	\$ 4,588.00	\$ 1,743.00	61%
Electricity	\$ 2,672.32	\$ 2,250.00	\$ 2,976.00	\$ 726.00	32%
Rental-Building	\$ 12,900.00	\$ 12,900.00	\$ 12,900.00	\$ -	0%
Rental-Other	\$ 3,497.88	\$ 2,700.00	\$ 4,154.00	\$ 1,454.00	54%
Deed Service	\$ 2,660.75	\$ 2,900.00	\$ 2,604.00	\$ (296.00)	-10%
Bookkeeping	\$ 941.78	\$ 1,200.00	\$ 1,302.00	\$ 102.00	9%
Other Services	\$ 2,197.98	\$ 3,500.00	\$ 2,170.00	\$ (1,330.00)	-38%
Arbitration	\$ 750.00	\$ 6,000.00	\$ 4,000.00	\$ (2,000.00)	-33%
CoStar Commerical Data		\$ -	\$ 10,560.00	\$ 10,560.00	
CARAHSOFT Residential Sales		\$ -	\$ 10,000.00	\$ 10,000.00	
<b>TOTAL PURCHASED/CONTRACTED SERVICES-APPRAISAL</b>	<b>\$ 261,079.33</b>	<b>\$ 325,091.94</b>	<b>\$ 357,476.50</b>	<b>\$ 32,384.56</b>	<b>10%</b>

<b>PURCHASED/CONTRACTED SERVICES- COLLECTIONS</b>	<b>2022 ACTUAL</b>	<b>2023 APPROVED</b>	<b>2024 PROPOSED</b>	<b>\$CHANGE</b>	<b>%CHANGE</b>
Audit Services	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	0%
Legal Services	\$ -	\$ 500.00	\$ 500.00	\$ -	0%
Maintenance-Software	\$ 17,658.09	\$ 17,501.30	\$ 22,351.50	\$ 4,850.20	28%
Maintenance-Building & Grounds	\$ 55.64	\$ 650.00	\$ 380.00	\$ (270.00)	-42%
Maintenance - Equipment	\$ 947.68	\$ 3,200.00	\$ 950.00	\$ (2,250.00)	-70%
IT Support	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	#DIV/0!
Water	\$ 450.92	\$ 600.00	\$ 456.00	\$ (144.00)	-24%
Telephone	\$ 2,993.71	\$ 4,000.00	\$ 2,812.00	\$ (1,188.00)	-30%
Electricity	\$ 2,672.32	\$ 2,250.00	\$ 1,824.00	\$ (426.00)	-19%
Rental-Building	\$ 12,900.00	\$ 12,900.00	\$ 12,900.00	\$ -	0%
Rental-Other	\$ 3,497.86	\$ 2,600.00	\$ 2,546.00	\$ (54.00)	-2%
Deed Service	\$ 2,660.75	\$ 2,900.00	\$ 1,368.00	\$ (1,532.00)	-53%
Bookkeeping	\$ 941.77	\$ 1,200.00	\$ 798.00	\$ (402.00)	-34%
Other Services	\$ 2,197.97	\$ 2,300.00	\$ 1,330.00	\$ (970.00)	-42%
<b>TOTAL PURCHASED/CONTRACTED SERVICES-COLLECTIONS</b>	<b>\$ 52,476.71</b>	<b>\$ 56,101.30</b>	<b>\$ 57,715.50</b>	<b>\$ 1,614.20</b>	<b>3%</b>

<b>SUPPLIES &amp; MATERIALS - CONSOLIDATED</b>	<b>2022 ACTUAL</b>	<b>2023 APPROVED</b>	<b>2024 PROPOSED</b>	<b>\$CHANGE</b>	<b>%CHANGE</b>
Janitorial Supplies	\$ 202.63	\$ 900.00	\$ 700.00	\$ (200.00)	-22%
Appraisal Manuals	\$ 3,325.91	\$ 2,800.00	\$ 3,400.00	\$ 600.00	21%
Publications	\$ 45.00	\$ 398.50	\$ 398.50	\$ -	0%
Office Supplies	\$ 4,535.44	\$ 4,500.00	\$ 4,920.00	\$ 420.00	9%
Postage/Forms &Printing	\$ 54,183.70	\$ 52,000.00	\$ 59,700.00	\$ 7,700.00	15%
Copier & Computer Supplies	\$ 5,378.32	\$ 7,900.00	\$ 6,000.00	\$ (1,900.00)	-24%
Appraisal Supplies	\$ 410.29	\$ 400.00	\$ 400.00	\$ -	0%
Mapping Supplies	\$ 650.46	\$ 850.00	\$ 850.00	\$ -	0%
Other Supplies	\$ 1,028.00	\$ 1,400.00	\$ 1,200.00	\$ (200.00)	-14%
<b>TOTAL SUPPLIES &amp; MATERIALS</b>	<b>\$ 69,759.75</b>	<b>\$ 71,148.50</b>	<b>\$ 77,568.50</b>	<b>\$ 6,420.00</b>	<b>9%</b>



2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

SUPPLIES & MATERIALS-APPRAISAL	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Janitorial Supplies	\$ 101.32	\$ 500.00	\$ 350.00	\$ (150.00)	-30%
Appraisal Manuals	\$ 3,325.91	\$ 2,800.00	\$ 3,400.00	\$ 600.00	21%
Publications	\$ 22.50	\$ 230.00	\$ 230.00	\$ -	0%
Office Supplies	\$ 2,343.73	\$ 2,250.00	\$ 2,460.00	\$ 210.00	9%
Postage/Forms & Printing	\$ 27,091.90	\$ 26,000.00	\$ 29,850.00	\$ 3,850.00	15%
Copier & Computer Supplies	\$ 2,849.40	\$ 4,200.00	\$ 3,720.00	\$ (480.00)	-11%
Appraisal Supplies	\$ 410.29	\$ 400.00	\$ 400.00	\$ -	0%
Mapping Supplies	\$ 444.94	\$ 850.00	\$ 850.00	\$ -	0%
Other Supplies	\$ 514.00	\$ 700.00	\$ 600.00	\$ (100.00)	-14%
<b>TOTAL SUPPLIES &amp; MATERIALS</b>	<b>\$ 37,103.99</b>	<b>\$ 37,930.00</b>	<b>\$ 41,860.00</b>	<b>\$ 3,930.00</b>	<b>10%</b>

SUPPLIES & MATERIALS - COLLECTIONS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Janitorial Supplies	\$ 101.31	\$ 400.00	\$ 350.00	\$ (50.00)	-13%
Publications	\$ 22.50	\$ 168.50	\$ 168.50	\$ -	0%
Office Supplies	\$ 2,191.71	\$ 2,250.00	\$ 2,460.00	\$ 210.00	9%
Postage/Forms & Printing	\$ 27,091.80	\$ 26,000.00	\$ 29,850.00	\$ 3,850.00	15%
Copier & Computer Supplies	\$ 2,528.92	\$ 3,700.00	\$ 2,280.00	\$ (1,420.00)	-38%
Other Supplies	\$ 514.00	\$ 700.00	\$ 600.00	\$ (100.00)	-14%
<b>TOTAL SUPPLIES &amp; MATERIALS - COLLECTIONS</b>	<b>\$ 32,450.24</b>	<b>\$ 33,218.50</b>	<b>\$ 35,708.50</b>	<b>\$ 2,490.00</b>	<b>7%</b>

OTHER OPERATING EXPENSES - CONSOLIDATED	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Mileage-Out of District	\$ 988.35	\$ 1,100.00	\$ 1,100.00	\$ -	0%
Education(Subsistence,Certification Registration,Dues & Fees)	\$ 16,298.51	\$ 17,300.00	\$ 17,300.00	\$ -	0%
Insurance-Private Autos	\$ 63.60	\$ 70.00	\$ 70.00	\$ -	0%
Insurance-Officials' Liability	\$ 2,685.69	\$ 2,500.00	\$ 2,500.00	\$ -	0%
Insurance-Property/Liability	\$ 3,268.27	\$ 3,250.00	\$ 3,250.00	\$ -	0%
Insurance-Bonds/Employees	\$ 2,170.00	\$ 2,330.00	\$ 2,330.00	\$ -	0%
Mandated Legal Notices	\$ 3,178.61	\$ 3,770.00	\$ 3,770.00	\$ -	0%
Directors Expense	\$ 1,084.24	\$ 1,300.00	\$ 1,300.00	\$ -	0%
Bank Fees	\$ -	\$ 500.00	\$ 500.00	\$ -	0%
Miscellaneous	\$ 115.49	\$ 475.00	\$ 475.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 29,852.76</b>	<b>\$ 32,595.00</b>	<b>\$ 32,595.00</b>	<b>\$ -</b>	<b>0%</b>

OTHER OPERATING EXPENSES - APPRAISAL	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Mileage-Out of District	\$ 262.81	\$ 500.00	\$ 500.00	\$ -	0%
Education(Subsistence,Certification Registration,Dues & Fees)	\$ 8,149.26	\$ 11,500.00	\$ 11,500.00	\$ -	0%
Insurance-Private Autos	\$ 40.89	\$ 45.00	\$ 45.00	\$ -	0%
Insurance-Officials' Liability	\$ 2,238.26	\$ 2,100.00	\$ 2,100.00	\$ -	0%
Insurance-Property/Liability	\$ 1,634.14	\$ 1,625.00	\$ 1,625.00	\$ -	0%
Insurance-Bonds/Employees	\$ 517.00	\$ 630.00	\$ 630.00	\$ -	0%
Legal Notices	\$ 1,434.39	\$ 1,900.00	\$ 1,900.00	\$ -	0%
Directors Expense	\$ 542.12	\$ 700.00	\$ 700.00	\$ -	0%
Bank Fees	\$ -	\$ 250.00	\$ 250.00	\$ -	0%
Miscellaneous	\$ 57.75	\$ 225.00	\$ 225.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 14,876.62</b>	<b>\$ 19,475.00</b>	<b>\$ 19,475.00</b>	<b>\$ -</b>	<b>0%</b>

OTHER OPERATING EXPENSES - COLLECTIONS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Mileage-Out of District	\$ 725.54	\$ 600.00	\$ 600.00	\$ -	0%
Education(Subsistence,Certification Registration,Dues & Fees)	\$ 8,149.25	\$ 5,800.00	\$ 5,800.00	\$ -	0%
Insurance-Private Autos	\$ 22.71	\$ 25.00	\$ 25.00	\$ -	0%
Insurance-Officials' Liability	\$ 447.43	\$ 400.00	\$ 400.00	\$ -	0%
Insurance-Property/Liability	\$ 1,634.13	\$ 1,625.00	\$ 1,625.00	\$ -	0%
Insurance-Bonds/Employees	\$ 1,653.00	\$ 1,700.00	\$ 1,700.00	\$ -	0%
Legal Notices	\$ 1,744.22	\$ 1,870.00	\$ 1,870.00	\$ -	0%
Directors Expense	\$ 542.12	\$ 600.00	\$ 600.00	\$ -	0%
Bank Fees	\$ -	\$ 250.00	\$ 250.00	\$ -	0%
Miscellaneous	\$ 57.74	\$ 250.00	\$ 250.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 14,976.14</b>	<b>\$ 13,120.00</b>	<b>\$ 13,120.00</b>	<b>\$ -</b>	<b>0%</b>

CAPITAL OUTLAY-CONSOLIDATED	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Furniture, Equipment , Other	\$ 4,528.50	\$ 8,500.00	\$ 8,500.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 4,528.50</b>	<b>\$ 8,500.00</b>	<b>\$ 8,500.00</b>	<b>\$ -</b>	<b>0%</b>

CAPITAL OUTLAY-APPRAISAL	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Furniture, Equipment , Other	\$ 2,868.22	\$ 5,250.00	\$ 5,250.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 2,868.22</b>	<b>\$ 5,250.00</b>	<b>\$ 5,250.00</b>	<b>\$ -</b>	<b>0%</b>

CAPITAL OUTLAY-COLLECTIONS	2022 ACTUAL	2023 APPROVED	2024 PROPOSED	\$CHANGE	%CHANGE
Furniture, Equipment , Other	\$ 1,660.28	\$ 3,250.00	\$ 3,250.00	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,660.28</b>	<b>\$ 3,250.00</b>	<b>\$ 3,250.00</b>	<b>\$ -</b>	<b>0%</b>

2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

2024 PROPOSED CONSOLIDATED BUDGET COST ALLOCATION					
TAXING UNIT	2022 TAX LEVY	Percentage of Total Levy	2023 ALLOCATED COST FOR CONSOLIDATED BUDGET	2024 PROPOSED ALLOCATED COST FOR CONSOLIDATED BUDGET	2024 PROPOSED CONSOLIDATED REVENUE FROM ALL TAXING UNITS
CALHOUN COUNTY	25,079,885	32.373%	\$ 445,930.76	\$505,560.78	\$1,561,658.86
CALHOUN ISD	42,008,737	54.225%	\$ 846,243.69	\$846,812.89	\$1,561,658.86
CITY OF SEADRIFT	551,664	0.712%	\$ 9,794.71	\$11,120.46	\$1,561,658.86
CITY OF POINT COMFORT	816,585	1.054%	\$ 14,489.32	\$16,460.74	\$1,561,658.86
CITY OF PORT LAVACA	5,068,292	6.542%	\$ 95,985.53	\$102,166.72	\$1,561,658.86
CALHOUN CO PORT AUTHORITY	19,099	0.025%	\$ 367.55	\$385.00	\$1,561,658.86
WATER CONTROL & IMP DIST #1	297,012	0.383%	\$ 5,486.70	\$5,987.17	\$1,561,658.86
DRAINAGE DIST #6	5,392	0.007%	\$ 104.17	\$108.69	\$1,561,658.86
DRAINAGE DIST #8	22,809	0.029%	\$ 440.61	\$459.78	\$1,561,658.86
DRAINAGE DIST #10	27,306	0.035%	\$ 515.33	\$550.43	\$1,561,658.86
DRAINAGE DIST #11	264,669	0.342%	\$ 4,939.46	\$5,335.20	\$1,561,658.86
PORT O'CONNOR IMP DIST/LA SALLE WCID #1	2,798,811	3.613%	\$ 52,522.57	\$56,418.48	\$1,561,658.86
POC-IMP DIST DEFINED AREA #1	86,739	0.112%	\$ 1,556.47	\$1,748.49	\$1,561,658.86
CC GROUNDWATER CONSV. DIST	423,852	0.547%	\$ 8,127.65	\$8,544.02	\$1,561,658.86
<b>TOTAL COUNTYWIDE LEVY</b>	<b>77,470,852</b>	<b>100.000%</b>	<b>\$ 1,486,504.51</b>	<b>\$1,561,658.85</b>	<b>\$1,561,658.86</b>

2024 PROPOSED APPRAISAL BUDGET COST ALLOCATION					
TAXING UNIT	2022 TAX LEVY	Percentage of Total Levy	2023 ALLOCATED COST FOR APPRAISAL BUDGET	2024 PROPOSED ALLOCATED COST FOR APPRAISAL BUDGET	2024 PROPOSED APPRAISAL REVENUE FROM ALL TAXING UNITS
Calhoun County	25,079,885	32.373%	\$ 317,082.85	\$ 361,845.54	\$ 1,117,727.70
Calhoun County ISD	42,008,737	54.225%	\$ 601,728.76	\$ 606,090.26	\$ 1,117,727.70
City of Seadrift	551,664	0.712%	\$ 6,964.61	\$ 7,959.26	\$ 1,117,727.70
City of Point Comfort	816,585	1.054%	\$ 10,302.76	\$ 11,781.46	\$ 1,117,727.70
City of Port Lavaca	5,068,292	6.542%	\$ 68,251.33	\$ 73,123.89	\$ 1,117,727.70
Calhoun Port Authority	19,099	0.025%	\$ 261.35	\$ 275.56	\$ 1,117,727.70
Water Control & Improvement District #1	297,012	0.383%	\$ 3,901.37	\$ 4,285.21	\$ 1,117,727.70
Drainage District #6	5,392	0.007%	\$ 74.07	\$ 77.79	\$ 1,117,727.70
Drainage District #8	22,809	0.029%	\$ 313.30	\$ 329.08	\$ 1,117,727.70
Drainage District #10	27,306	0.035%	\$ 366.43	\$ 393.96	\$ 1,117,727.70
Drainage District #11	264,669	0.342%	\$ 3,512.25	\$ 3,818.57	\$ 1,117,727.70
Port OConnor Imp. Dist./LA SALLE WCID #1	2,798,811	3.613%	\$ 37,346.62	\$ 40,380.46	\$ 1,117,727.70
Port OConnor Imp. Dist. Defined Area #1	86,739	0.112%	\$ 1,106.74	\$ 1,251.45	\$ 1,117,727.70
Calhoun County Groundwater Cons. Dist.	423,852	0.547%	\$ 5,779.23	\$ 6,115.22	\$ 1,117,727.70
<b>TOTAL COUNTYWIDE LEVY</b>	<b>77,470,852</b>	<b>100.000%</b>	<b>\$ 1,056,991.66</b>	<b>\$ 1,117,727.71</b>	<b>\$ 1,117,727.70</b>



2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

2024 PROPOSED COLLECTIONS BUDGET COST ALLOCATION					
TAXING UNIT	2022 TAX LEVY	Percentage of Total Levy	2023 ALLOCATED COST FOR COLLECTION BUDGET	2024 PROPOSED ALLOCATED COST FOR COLLECTION BUDGET	2024 PROPOSED COLLECTION REVENUE FROM ALL TAXING UNITS
Calhoun County	25,079,885	32.373%	\$ 128,847.91	\$ 143,715.24	\$ 443,931.16
Calhoun County ISD	42,008,737	54.225%	\$ 244,514.93	\$ 240,722.63	\$ 443,931.16
City of Seadrift	551,664	0.712%	\$ 2,830.10	\$ 3,161.20	\$ 443,931.16
City of Point Comfort	816,585	1.054%	\$ 4,186.57	\$ 4,679.28	\$ 443,931.16
City of Port Lavaca	5,068,292	6.542%	\$ 27,734.21	\$ 29,042.83	\$ 443,931.16
Calhoun Port Authority	19,099	0.025%	\$ 106.20	\$ 109.44	\$ 443,931.16
Water Control & Improvement District #1	297,012	0.383%	\$ 1,585.34	\$ 1,701.97	\$ 443,931.16
Drainage District #6	5,392	0.007%	\$ 30.10	\$ 30.90	\$ 443,931.16
Drainage District #8	22,809	0.029%	\$ 127.31	\$ 130.70	\$ 443,931.16
Drainage District #10	27,306	0.035%	\$ 148.90	\$ 156.47	\$ 443,931.16
Drainage District #11	264,669	0.342%	\$ 1,427.22	\$ 1,516.63	\$ 443,931.16
Port O'Connor Imp. Dist./LA SALLE WCID #1	2,798,811	3.613%	\$ 15,175.95	\$ 16,038.02	\$ 443,931.16
Port O'Connor Imp. Dist. Defined Area #1	86,739	0.112%	\$ 449.73	\$ 497.04	\$ 443,931.16
Calhoun County Groundwater Cons. Dist.	423,852	0.547%	\$ 2,348.42	\$ 2,428.80	\$ 443,931.16
<b>TOTAL COUNTYWIDE LEVY</b>	<b>77,470,852</b>	<b>100.000%</b>	<b>\$ 429,512.87</b>	<b>\$ 443,931.15</b>	<b>\$ 443,931.16</b>

2024 PROPOSED QUARTERLY CONSOLIDATED COST ALLOCATION					
TAXING UNIT	2024 PROPOSED TOTAL CONSOLIDATED ALLOCATION AMOUNT	2024 PROPOSED 1ST QUARTER ALLOCATION AMOUNT	2024 PROPOSED 2ND QUARTER ALLOCATION AMOUNT	2024 PROPOSED 3RD QUARTER ALLOCATION AMOUNT	2024 4TH QUARTER ALLOCATION AMOUNT
CALHOUN COUNTY	\$505,560.78	\$ 126,390.20	\$ 126,390.20	\$ 126,390.20	\$ 126,390.20
CALHOUN ISD	\$846,812.89	\$ 211,703.22	\$ 211,703.22	\$ 211,703.22	\$ 211,703.22
CITY OF SEADRIFT	\$11,120.46	\$ 2,780.12	\$ 2,780.12	\$ 2,780.12	\$ 2,780.12
CITY OF POINT COMFORT	\$16,460.74	\$ 4,115.19	\$ 4,115.19	\$ 4,115.19	\$ 4,115.19
CITY OF PORT LAVACA	\$102,166.72	\$ 25,541.68	\$ 25,541.68	\$ 25,541.68	\$ 25,541.68
CALHOUN CO PORT AUTHORITY	\$385.00	\$ 96.25	\$ 96.25	\$ 96.25	\$ 96.25
WATER CONTROL & IMP DIST #1	\$5,987.17	\$ 1,496.79	\$ 1,496.79	\$ 1,496.79	\$ 1,496.79
DRAINAGE DIST #6	\$108.69	\$ 27.17	\$ 27.17	\$ 27.17	\$ 27.17
DRAINAGE DIST #8	\$459.78	\$ 114.95	\$ 114.95	\$ 114.95	\$ 114.95
DRAINAGE DIST #10	\$550.43	\$ 137.61	\$ 137.61	\$ 137.61	\$ 137.61
DRAINAGE DIST #11	\$5,335.20	\$ 1,333.80	\$ 1,333.80	\$ 1,333.80	\$ 1,333.80
PORT O'CONNOR PID	\$56,418.48	\$ 14,104.62	\$ 14,104.62	\$ 14,104.62	\$ 14,104.62
POC-PID DEFINED AREA #1	\$1,748.49	\$ 437.12	\$ 437.12	\$ 437.12	\$ 437.12
CALHOUN CO GROUNDWATER CONSERVATION DIST	\$8,544.02	\$ 2,136.01	\$ 2,136.01	\$ 2,136.01	\$ 2,136.01
<b>TOTAL CONSOLIDATED ALLOCATION AMT</b>	<b>\$1,561,658.85</b>	<b>\$ 390,414.71</b>	<b>\$ 390,414.71</b>	<b>\$ 390,414.71</b>	<b>\$ 390,414.71</b>

2024 PROPOSED  
CALHOUN COUNTY APPRAISAL DISTRICT BUDGET DETAIL

Section VIII. Item #6.

2024 PROPOSED QUARTERLY APPRAISAL COST ALLOCATION					
TAXING UNIT	2024 PROPOSED TOTAL APPRAISAL ALLOCATION AMOUNT	2024 PROPOSED 1ST QUARTER ALLOCATION AMOUNT	2024 PROPOSED 2ND QUARTER ALLOCATION AMOUNT	2024 PROPOSED 3RD QUARTER ALLOCATION AMOUNT	2024 4TH QUARTER ALLOCATION AMOUNT
CALHOUN COUNTY	\$ 361,845.54	\$ 90,461.39	\$ 90,461.39	\$ 90,461.39	\$ 90,461.39
CALHOUN ISD	\$ 606,090.26	\$ 151,522.57	\$ 151,522.57	\$ 151,522.57	\$ 151,522.57
CITY OF SEADRIFT	\$ 7,959.26	\$ 1,989.81	\$ 1,989.81	\$ 1,989.81	\$ 1,989.81
CITY OF POINT COMFORT	\$ 11,781.46	\$ 2,945.37	\$ 2,945.37	\$ 2,945.37	\$ 2,945.37
CITY OF PORT LAVACA	\$ 73,123.89	\$ 18,280.97	\$ 18,280.97	\$ 18,280.97	\$ 18,280.97
CALHOUN CO PORT AUTHORITY	\$ 275.56	\$ 68.89	\$ 68.89	\$ 68.89	\$ 68.89
WATER CONTROL & IMP DIST #1	\$ 4,285.21	\$ 1,071.30	\$ 1,071.30	\$ 1,071.30	\$ 1,071.30
DRAINAGE DIST #6	\$ 77.79	\$ 19.45	\$ 19.45	\$ 19.45	\$ 19.45
DRAINAGE DIST #8	\$ 329.08	\$ 82.27	\$ 82.27	\$ 82.27	\$ 82.27
DRAINAGE DIST #10	\$ 393.96	\$ 98.49	\$ 98.49	\$ 98.49	\$ 98.49
DRAINAGE DIST #11	\$ 3,818.57	\$ 954.64	\$ 954.64	\$ 954.64	\$ 954.64
PORT O'CONNOR PID	\$ 40,380.46	\$ 10,095.12	\$ 10,095.12	\$ 10,095.12	\$ 10,095.12
POC-PID DEFINED AREA #1	\$ 1,251.45	\$ 312.86	\$ 312.86	\$ 312.86	\$ 312.86
CALHOUN CO GROUNDWATER CONSERVATION DIST	\$ 6,115.22	\$ 1,528.81	\$ 1,528.81	\$ 1,528.81	\$ 1,528.81
TOTAL CONSOLIDATED ALLOCATION AMT	\$ 1,117,727.71	\$ 279,431.93	\$ 279,431.93	\$ 279,431.93	\$ 279,431.93

2024 PROPOSED QUARTERLY COLLECTION COST ALLOCATION					
TAXING UNIT	2024 PROPOSED TOTAL COLLECTION ALLOCATION AMOUNT	2024 PROPOSED 1ST QUARTER ALLOCATION AMOUNT	2024 PROPOSED 2ND QUARTER ALLOCATION AMOUNT	2024 PROPOSED 3RD QUARTER ALLOCATION AMOUNT	2024 4TH QUARTER ALLOCATION AMOUNT
CALHOUN COUNTY	\$ 143,715.24	\$ 35,928.81	\$ 35,928.81	\$ 35,928.81	\$ 35,928.81
CALHOUN ISD	\$ 240,722.63	\$ 60,180.66	\$ 60,180.66	\$ 60,180.66	\$ 60,180.66
CITY OF SEADRIFT	\$ 3,161.20	\$ 790.30	\$ 790.30	\$ 790.30	\$ 790.30
CITY OF POINT COMFORT	\$ 4,679.28	\$ 1,169.82	\$ 1,169.82	\$ 1,169.82	\$ 1,169.82
CITY OF PORT LAVACA	\$ 29,042.83	\$ 7,260.71	\$ 7,260.71	\$ 7,260.71	\$ 7,260.71
CALHOUN CO PORT AUTHORITY	\$ 109.44	\$ 27.36	\$ 27.36	\$ 27.36	\$ 27.36
WATER CONTROL & IMP DIST #1	\$ 1,701.97	\$ 425.49	\$ 425.49	\$ 425.49	\$ 425.49
DRAINAGE DIST #6	\$ 30.90	\$ 7.72	\$ 7.72	\$ 7.72	\$ 7.72
DRAINAGE DIST #8	\$ 130.70	\$ 32.68	\$ 32.68	\$ 32.68	\$ 32.68
DRAINAGE DIST #10	\$ 156.47	\$ 39.12	\$ 39.12	\$ 39.12	\$ 39.12
DRAINAGE DIST #11	\$ 1,516.63	\$ 379.16	\$ 379.16	\$ 379.16	\$ 379.16
PORT O'CONNOR PID	\$ 16,038.02	\$ 4,009.51	\$ 4,009.51	\$ 4,009.51	\$ 4,009.51
POC-PID DEFINED AREA #1	\$ 497.04	\$ 124.26	\$ 124.26	\$ 124.26	\$ 124.26
CALHOUN CO GROUNDWATER CONSERVATION DIST	\$ 2,428.80	\$ 607.20	\$ 607.20	\$ 607.20	\$ 607.20
TOTAL CONSOLIDATED ALLOCATION AMT	\$ 443,931.15	\$ 110,982.79	\$ 110,982.79	\$ 110,982.79	\$ 110,982.79



## COMMUNICATION

**SUBJECT:** Consider the use of the Bayfront Peninsula Park for the annual Hardhead Derby on Friday, August 04, 2023 and Saturday, August 05, 2023 and waiver of any fees associated with this event. Presenter is Tania French

---

## INFORMATION:

---

---

**CITY OF PORT LAVACA**

---

---

**CC MEETING DATE      JUNE 12, 2023**

**DATE:**    6/6/2023

**TO:**       MANDY GRANT

**FROM:**    TANIA FRENCH

**SUBJECT:**   HARDHEAD DERBY

---

The annual Hardhead Derby Kid's Fishing Tournament is slated for August 05, 2023. This event is now the combined efforts of the Hardhead Derby, City and Calhoun Community Ministries and attracts hundreds of kids and their families. We are requesting use of the Bayfront Peninsula Park on Friday, August 04, 2023 and Saturday, August 05, 2023 and waiver of any fees associated with this event.



# TAKE A KID FISHING

Section VIII. Item #7.



## DAVID HEARD MEMORIAL 21st ANNUAL HARDHEAD DERBY FISHING TOURNAMENT Saturday, Aug. 5, 2023

**TIME:** 8 a.m. - 10:30 a.m.  
(Fishing time)

Registration starts at 7 a.m.

Registration Ends at 9 a.m.

**PLACE:** Bayfront Peninsula Park

The tournament is free of charge  
and open to kids ages 3-15.

Bait will be furnished. Those fishing  
need only to bring their fishing gear  
and lawn chairs.

**Fishing Division:** 1st through 3rd  
places in 4 different age groups.

**Crabbing Division:** 1st-2nd place  
prizes for 1 age group.

Participants must register at the  
tournament.

For more information please  
contact one of the following by  
phone or text.

**Tania @ 361-920-9788**

**Karen @ 361-746-2662**

Donations are greatly appreciated!  
Checks should be made payable to  
the "Hardhead Derby"



**CALHOUN COUNTY  
COMMUNITY MINISTRIES**



## COMMUNICATION

**SUBJECT:** Consider Second and Final Reading of an Ordinance (G-2-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 36 Signs; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

---

## INFORMATION:

**ORDINANCE #G-2-23**

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 36 SIGNS; PROVIDING FOR PURPOSE OF ORDINANCE, 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 36 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 10<sup>th</sup> day of April, 2023

---

Jack Whitlow, Mayor

SECOND AND FINAL READING this 12<sup>th</sup> day of June, 2023

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

#### RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Smith	Aye		
Councilman Aguirre	Not in Office		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

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

EXHIBIT A

CHAPTER 36 SIGNS

**Sec. 36-1. Definitions.**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Abandoned sign* means a sign that advertises to direct persons to any business, commercial transaction or activity, goods, products or services that were once, but are no longer, offered, available, or located at the advertised premises.~~

*A-frame sign.* A temporary, freestanding sign, consisting of two (2) message panels attached by a hinge or similar device along their top edge, which is placed on the ground with the base of each panel separated by a sufficient distance to allow the sign to stand upright without other support. For the purposes of this definition, A-frame signs include single message panels that are mounted on a wood or metal base which provides the stability and support necessary for the sign to stand upright without attachment to a structure.

*Abandoned sign* means a sign that has not been used for advertising for 180 days to identify or advertise a bona fide business, lessor, service, owner, product, or activity; and/or for which no legal owner can be found. A sign will not be considered abandoned if it is on property that is for sale or lease and the sign is in good condition with a solid-colored face and any obsolete advertising removed.

*Advertise* means promoting, identifying, or calling attention to a business, product, service, or activity, through use of words, symbols, figures, or similar means.

*Area* means the projected area of the face of the sign and any border, frame, or support attached to the edges. For figuring maximum area, only one side of a double-sided sign will be used.

*Banner sign* means any temporary sign other than a pennant, which is made from a lightweight material.

*Billboard* means a sign, which directs attention to a business, product, service, or activity that is not offered, sold, or conducted on the same lot upon which the sign is displayed. (See also Off-premises sign)

*Building code* means the nationally recognized standards adopted by the city to regulate building within the city and its extraterritorial jurisdiction.

*Building frontage* means the length of an exterior building wall or structure of a single premises oriented to the public way or other properties it faces.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

*Building site* means a lot or parcel of land in a single or joint ownership and occupied or to be occupied by a building or buildings, together with such open spaces as a required by the terms of this title and having its frontage on a public street, road, highway, or permanent means of access by way of City-approved public accessway or thoroughfare for vehicular or pedestrian travel.

*Canopy sign* means any sign that is attached or is part of an awning, canopy or other fabric, plastic or structural protective covering over a door, window or outdoor service area.

*Construction sign* means a sign placed by a company participating in the construction or financing on the property on which the sign is placed.

*Directional sign* means an on-premises sign giving directions, instructions, or facility information, such as parking or exit and entrance signs.

*Easement* means a strip of land granted by the property owner for use by the general public, utility companies, or private individuals.

*Effective area/face* means the area of the sign, which contains the advertisement, excluding any framing, trim or supporting structure.

*Electrical sign* means a sign or sign structure that incorporates electrical wiring, connections, lights or fixtures.

*Electronic messaging sign* means a sign that is fixed or stationary in which the wording, symbols or figures change automatically designed to convey information or attract attention. This type of sign may be considered a billboard if 50 percent of the messages relate to off-premises activities.

*Erect* means to build, construct, assemble, emplace, affix or any other way to bring into being or establish.

*Face* means the entire advertising area of a sign excluding framing, trim, or supporting structure.

*Financing sign* means a sign identifying a financial institution participating in development of the property on which it is located.

*Flag* means a type of wind device that is specifically designed for display by attaching it to the lanyard of a flagpole.

*Flagpole* means a freestanding pole with an attached lanyard that is permanently affixed to the ground or a building and is designed for and is intended to be for the display of one or more flags.



CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

*Freestanding sign* means any sign that is self-supporting as a result of being permanently affixed to the ground. This type of sign shall not be attached to any building or other structure.

*Glare means an effect created when an illumination source shines with sufficient brightness to cause discomfort, distract attention, or lead to the reduction or loss of visibility or visual function of the public.*

*Governmental sign* means any sign erected, placed or constructed by any federal, state or local governmental agency.

*Ground sign* means a sign in which the bottom of the face is no more than one foot above the ground.

*Height* means the vertical distance measured between the tallest part of the sign or its structure which ever is taller and the average ground level beneath the sign.

*Monument sign means a freestanding sign that is detached from a building and having a support structure that is a solid-appearing base constructed of a permanent material, such as concrete block or brick, and is not supported by a pole or poles.*

*Multifaced sign* means a sign with three or more faces.

*Off-premises sign means an outdoor sign displaying advertising that pertains to certain entities or activities not principally located on the premises on which the sign is located. (See also Billboard)*

*On-premises sign* means a sign that advertises a business, product, services or activity offered, sold or conducted on the premises on which it is located.

*Pennant sign means any piece or series of similar pieces of lightweight plastic, fabric, or other material, whether or not containing a message of any kind attached to a structure, rope, wire, or string, designed to move in the wind and attract attention to a business, product, service, or activity.*

*Portable sign* means any sign that is not permanently affixed to the ground or to a building, which is designed to permit removal and reuse.

*Portable marquee sign means any sign not permanently affixed to the ground or building where the message is typically manually changed with individual lettering.*

*Premises* means:

- (1) For any developed property, the area of real property, which encompasses all the buildings, structures, appurtenances and contiguous land devoted to a common use and not separated by a public street, such as a shopping center or mall.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

- (2) For undeveloped property, the area of real property designated as a lot on a plat approved in accordance with law and filed with the county clerk's office, or an unplatted tract of land as conveyed by deed of operation of the law and recorded in the county records as a deed.

*Projecting sign* means a sign that is attached to a building wall or other structure that runs perpendicular to the wall or structure to which it is attached.

*Realty sign* means a temporary sign used to advertise a real estate development site or to advertise that real estate is for sale, rent or lease.

*Right-of-way* means the land opened, reserved, or dedicated for a street or roadway, sidewalk, drainage area, railroad or other public purpose.

*Roof sign* means any sign affixed to the roof of a building.

*Setback* means the horizontal distance from the property line to the closest part of the sign.

Sign means any object, device, display, or part thereof, visible from a public street, which is used to advertise a business, product, service, or activity.

*Temporary* means ~~a period not to exceed 30 days per year.~~ any sign that is not permanently affixed to the ground or a building and is not to exceed year. the time frames as stated in this ordinance.

*Wall sign* means any sign affixed flat against and parallel to a building wall.

*Wind sign* means any flag, banner, pennant, streamer, balloon or similar sign made of cloth, canvas, plastic or other flexible material, with or without a frame or supporting structure, that moves or is designed or intended to blow in the wind.

*Window/door sign* means any lettering be it painted or adhesively affixed to a door or window.

(Ord. No. G-5-05, § 2, 6-27-2005)

**Sec. 36-2. Applicability.**

- (a) This section shall apply to all signs located within the corporate city limits and extraterritorial jurisdiction, except as provided in subsection (b) of this section.
- (b) Any sign that already exists and is in good repair shall be allowed to remain as long as it remains in good repair. If any existing sign should fall into disrepair to the point of being a danger to the safety of the property owner or the general public, the sign shall be removed or made to come into compliance with the provisions of this chapter. Should a property owner want to replace an existing sign, the new sign shall be in compliance with

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

~~the provisions of this chapter. Any portable sign shall be removed within 30 days of the effective date of the ordinance from which this chapter is derived. Persons having portable signs may apply for a permit to maintain such sign for a period of no more than 30 days.~~

(Ord. No. G-5-05, § 1, 6-27-2005)

**Sec. 36-3. Requirements generally.**

- (a) No sign, sign structure or sign support shall be placed nearer to the property line than ten (10) feet and shall not be upon or project over any public property, right-of-way, easement or abutting property.
- (b) No sign shall be erected, constructed, or maintained as to obstruct any means of egress, or any opening necessary for required light, ventilation or firefighting or escape from the premises, or as to prevent free passage from of the roof to any other part thereof.
- (c) No sign shall be attached to any exterior stairway, fire escape, firewall or balcony serving as a horizontal exit.
- (d) No sign will obstruct the use of any window above the first story that is a required means of egress to a fire escape.
- (e) All signs shall be constructed and erected as to prevent the accumulation of rainwater in the sign.
- (f) The ground under and adjacent shall be kept free of weeds, high grasses, and trash.
- (g) Should more than one sign-related definition apply to a proposed sign the owner may choose the definition that is to apply; however, all of the regulations for that type of sign shall be met without exception. If one of the definitions is a prohibited sign it shall remain a prohibited sign.
- (h) All signs constructed, or erected shall comply with the building code that is in effect at the time of the application for a permit.
- (i) All sign plans shall have affixed to it a professional engineer's seal, however, an exception exists for flags, banners and pennants, which do not require a professional engineer's seal.
- (j) All signs shall match the color scheme of the business which they are advertising. For example, if the building is brick then the sign shall be constructed of the same type of brick, or if the building is constructed of other materials and painted the sign shall match the building's paint color.
- (k) All signs shall identify individual business, residential, and public use without creating confusion, unsightliness, or visual obscurity.

(Ord. No. G-5-05, § 3, 6-27-2005)

**Sec. 36-4. Prohibited signs.**

The following signs shall be prohibited:

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

- (1) Signs with flashing, blinking or traveling lights which are located within one hundred (100) feet of any street right-of-way or one thousand (1,000) feet of any intersection, except for time, temperature and electronic messaging signs;
- (2) ~~Sandwich or A-frame signs, sidewalk or curb signs;~~ Signs placed in the public right-of-way; (i) exception – A-frame signs;
- (3) Signs upon trees, rocks, bridges, street sign poles, or utility poles, or signs utilizing such objects for all or part of their support;
- (4) Off-premises signs, unless otherwise authorized by this ordinance;
- (4 5) Portable marquee signs;
- (5 6) Billboards;
- (6 7) Any off-premises sign that is painted, or attached to any fence, railing or wall that is not a structural part of a building except for signs that are commonly associated with safeguarding the use of the occupancy, such as "no trespassing" and "beware of dog" signs; ~~and~~
- (7 8) Projecting signs-;
- (9) Roof signs;
- (10) Signs made of cardboard; and
- (11) Abandoned signs.

(Ord. No. G-5-05, § 4, 6-27-2005)

**Sec. 36-5. Permits.**

- (a) Required. All signs shall require a sign building permit separate from the building permit.  
It is an offense for any person to erect, construct, install, place, relocate, maintain or alter, within the City, any sign for which a Sign Permit is required without first obtaining a Sign Permit and paying the necessary fees.  
(i) A Sign Permit is not required for repair, repainting, or maintenance that does not entail structural or electrical change.
- (b) *Criteria.* The following will be needed to obtain a permit:
  - (1) Two (2) sets of plans approved by a professional engineer registered in the state.  
The sign must be rated to meet the wind code;
  - (2) Site plan;
  - (3) Completed application for permit; and
  - (4) Proper city and or state licenses.
- (c) Exception for plans. ~~Banners, flags and pennants~~ Wind signs do not require plans.
- (d) Inspections required. All signs require inspection by the city prior to covering electrical work, if applicable, and at the completion of sign construction.

(Ord. No. G-5-05, § 5, 6-27-2005)

**Sec. 36-6. On-premises signs.**

- (a) Freestanding signs shall be subject to the following:
  - (1) Only one freestanding sign will be allowed on each lot that front only one public street. For lots fronting more than one public street a freestanding sign will be allowed for each street.
  - (2) The maximum allowable effective area for freestanding signs will be sixty (60) square feet.
  - (3) Multifaced signs shall have a maximum effective area of one hundred eighty (180) square feet.
  - (4) The maximum allowable height shall not exceed ~~20 feet.~~ thirty (30) feet on state highway 35, and twenty (20) feet elsewhere within the city limits.
  - (5) Such signs may not rotate.
  - (6) Such signs shall meet the setback requirements of section 36-3(a).
- (b) Wall signs shall be subject to the following:
  - (1) Such signs shall not project from the wall more than two (2) feet.
  - (2) The maximum area of such signs shall not exceed thirty (30) percent of the area of the wall on which it is mounted. In multi-tenant buildings on the same lot the wall sign area shall not exceed thirty (30) percent of the tenants wall area on which the sign is to be mounted.
- (c) Canopy signs shall be subject to the following:
  - (1) Such signs shall not extend beyond any edge of the canopy.
  - (2) One (1) sign may be hung under the canopy providing that it is no closer to the ground than eight (8) feet. In buildings with multi-tenant buildings each tenant may have one (1) canopy sign.
- (d) Electronic Message Signs
  - (1) Electronic message signs shall:
    - a. Contain a static message that may only be monochrome, variable shades, or full color;
    - b. Contain a default design that will freeze the sign in one (1) position with no more illumination that 0.3 footcandles above ambient light if a malfunction occurs;
    - c. Display messages for a period of not less than eight (8) seconds and the change sequence must be accomplished within an interval of two (2) seconds or less;
    - d. Not include animation, video, audio, pyrotechnic, or cluecastin components.
  - (2) Such signs shall be on the same support structure as a freestanding sign. The maximum size shall be no larger than sixty (60) square feet.
- (d e) Directional signs shall conform to the following:
  - (1) Such signs shall have a height no greater than three (3) feet and a width no greater than three (3) feet.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

- (2) Such signs may be placed no closer than one (1) foot to the property line.

(Ord. No. G-5-05, § 6, 6-27-2005)

**Sec. 36-7. Temporary signs.**

- (a) Construction signs shall conform to the following:
- (1) Such signs shall be located on premises no more than thirty (30) days prior to the start of construction and removed no later than fifteen (15) days after construction is completed.
  - (2) Signs that have an area of thirty-two (32) square feet or more must be constructed and tied down to meet the wind code. Signs that have less square footage may sit on the ground and be held in place by sandbags.
  - (3) One (1) construction sign may be used on a lot; corner lots are allowed one (1) sign per street.
  - (4) Permit not required.
- (b) Realty signs shall conform to the following:
- (1) If on a site being developed it shall be the same as subsection (a)(1) of this section.
  - (2) If located on a property for sale or lease, the sign may remain on the premises until the new owner or renter takes possession of the property.
  - (3) Permit not required.
- (c) Political signs shall conform to the following:
- (1) Such signs shall not be placed in public rights-of-way except at polling places.
  - (2) Such signs shall be removed no later than fifteen (15) days following the election for which they are posted, except signs at polling places, which shall be removed immediately after the polling place closes.
  - (3) Such signs shall be placed a minimum of twenty-five (25) feet apart.
  - (4) Signs with an effective area greater than 36 square feet shall not be placed within the city limits any sooner than 60 days prior to the election.
  - (5) Such signs shall not be restricted on private real property except as permitted by V.T.C.A., Local Government Code § 216.903.
  - (6) Permit not required.
- (d) Banners, flags, ~~and~~ pennants, and inflatables shall conform to the following:
- (1) Such signs shall be allowed for each calendar year.
  - (1 2) Such signs shall not be torn, tattered, ripped or faded.
  - (2) Such signs are only to be attached to poles or other permanent fixtures owned and maintained by the owner of the premises.
  - (3) A permit will be issued yearly for this type of sign. These permits will expire December 31 of every year.
  - (4 3) Such signs hung inside a place of business shall not constitute a sign and will not require a permit.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

- (4) Such signs and inflatables shall not encroach any public right of way, shall not create a sight obstruction for vehicular or pedestrian traffic and shall not be attached to any public or franchised utility pole, support wire or tree.
- (5) One (1) banner sign and one (1) inflatable may be used per place of business.

(Ord. No. G-5-05, § 7, 6-27-2005)

- (6) One (1) pennant sign may be permitted each twenty-five (25) feet per lot frontage.  
*Example: a lot front up to forty-nine (49) feet may place one (1) pennant sign; a fifty (50) foot lot front may place two (2) pennant signs, a seventy-five (75) foot lot front may place three (3) signs, etc.*

- (7) Permit required.

(e) A-frame signs shall conform to the following:

- (1) Placement. An approved A-frame sign shall conform to the following placement standards:
  - (i) Establishments with a main customer entrance directly facing a public street or sidewalk may place an a-frame type sign on the public sidewalk in front of the establishment.
  - (ii) The sign shall not obstruct traffic control signs or devices. Signs may not impede or hinder the vision of drivers or bicyclists. Signs may not obstruct pedestrian or ADA traffic.
- (2) Time limit. An approved A-frame sign shall only be placed within the working business hours of the business for which the sign is identifying.
- (3) Permit not required.

(f) Special promotions and event signs temporarily displayed to advertise special promotions, events, and grand openings shall conform to the following:

- a. Such signs shall be limited to one sign per twenty-five (25) feet of street frontage;
- b. Such sign shall not be erected more than thirty (30) days prior to the event and removed not more than three (3) days after the event;
- c. Subject to approval by the code official as to the size, location and method of erecting.
- d. Permit not required.

**Sec. 36-8. Existing Vehicle signs.**

~~All existing or legally permitted signs will be allowed to remain until such a time that they become unsafe, the business closes or has to be replaced for whatever reason. An exception exists for all portable signs, which shall be removed no later than 60 days following the adoption of the ordinance from which this chapter is derived.~~

~~(Ord. No. G-5-05, § 8, 6-27-2005)~~

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #8.

- (a) No person shall operate or park a vehicle, including but not limited to, cars, trucks, motor driven cycles, boats, any type of trailer or similar type of property on a street, nor shall the owner of a vehicle permit the vehicle to be operated or parked on a street for the sole purpose of advertising.

**Sec. 36-9. ~~Administration~~ Penalty.**

~~The administration of this chapter shall be by the building official, or his designee, except that the removal of signs may be by other duly authorized persons.~~

~~(Ord. No. G-5-05, § 9, 6-27-2005)~~

- (a) Criminal. Any person who shall violate any provision of this article, or fails to comply with any of the requirements of this article, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of up to five hundred dollars (\$500.00).
- (b) Civil. The city may file a civil action in the district court seeking an injunction and civil penalties of up to one thousand dollars (\$1,000.00) per day for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued.

State Law reference - Enforcement of municipal ordinances, V.T.C.A., Local Government Code Chapter 54.

**Sec. 36-10. Fees.**

Fees under this Chapter are established in Appendix A to this Code.

**Sec. 36-11. Existing signs.**

All existing signs in good repair, excluding abandoned signs, will be allowed to remain until such a time that they become unsafe, the business closes or has to be replaced for whatever reason.

**Sec. 36-~~9~~12. Administration.**

The administration of this chapter shall be by the building official, or his designee, except that the removal of signs may be by other duly authorized persons.

(Ord. No. G-5-05, § 9, 6-27-2005)

END OF EXHIBIT A



## COMMUNICATION

**SUBJECT:** Consider Second and Final Reading of an Ordinance (G-3-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 36 – Signs, Sec. 36-7 Temporary Signs (e) Banners, Flags, Pennants, and Inflatables; and providing an effective date. Presenter is Derrick Smith

---

## INFORMATION:

**ORDINANCE #G-3-23**

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

**ARTICLE I. GENERAL**

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

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

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

**ARTICLE II. FEES TO BE AMENDED**

The fees, rates and charges to be amended are in the Chapter(s) listed below and if applicable, described in full in the attached Exhibit “A” marked in red/blue and/or highlighted in yellow or with a strike-through for deletions:

Chapter 36: Signs  
     Sec. 36-7 Temporary Signs  
         (e) Banners, Flags, Pennants and Inflatables  
             **Permit Fee \$25.00**

**ARTICLE III.- EFFECTIVE DATE**

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10<sup>th</sup> day of April, 2023

\_\_\_\_\_  
 Jack Whitlow, Mayor

SECOND AND FINAL READING this 12<sup>th</sup> day of June, 2023

\_\_\_\_\_  
 Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

#### RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Smith	Aye		
Councilman Aguirre	Not in Office		
Councilman Dent	Aye		
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 \_\_\_\_.

## COMMUNICATION

**SUBJECT:** Consider Second and Final Reading of an Ordinance (G-4-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats; Article I In General, Section 42-1 Definitions; Article VII Group Housing and Commercial Development, Addition of New Section 42-161 Landscaping; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

---

## INFORMATION:

**ORDINANCE #G-4-23**

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES, CHAPTER 42 SUBDIVISIONS AND PLATS; ARTICLE I IN GENERAL, SECTION 42-1 DEFINITIONS; ARTICLE VII GROUP HOUSING AND COMMERCIAL DEVELOPMENT, ADDITION OF NEW SECTION 42-161 LANDSCAPING; 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 10<sup>th</sup> day of April, 2023

---

Jack Whitlow, Mayor

SECOND AND FINAL READING this 12<sup>th</sup> day of June, 2023

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

#### RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Smith	Aye		
Councilman Aguirre	Not in Office		
Councilman Dent	Aye		
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

Section VIII. Item #10.

CHAPTER 42 – SUBDIVISIONS AND PLATS  
ARTICLE VII. - GROUP HOUSING AND COMMERCIAL DEVELOPMENT

**Sec. 42-1. - Definitions.**

*Building setback line* means the line on a plat delineating the nearest point to which buildings may be located to the property line...

*Building site* means a lot or parcel of land in a single or joint ownership and occupied or to be occupied by a building or buildings, together with such open spaces as a required by the terms of this title and having its frontage on a public street, road, highway, or permanent means of access by way of City-approved public accessway or thoroughfare for vehicular or pedestrian travel.

*Buffer yard* means an area of land along the perimeter of a lot or parcel of land not constituting any part of a required yard and not on any portion of an existing right-of-way having thereon specified dimension, types and amounts of vegetation, or structures which may be required to reduce or eliminate the effects of land uses upon adjoining land uses or thoroughfares.

*Drainage channel* means a natural watercourse or manmade indenture for the drainage of surface water...

*Intrusive/invasive species* means weeds, undesirable natural and/or nuisance plants or aggressive species

*Off-street parking* means a parking area, situated entirely within the boundary lines of a lot, which is accessible only by use of the entrance/exit driveways...

*Open space* means an area, excluding parking or paved area but including any side, rear or front yard or any unoccupied space on the lot, that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves or porches.

*Pedestrian way* means an easement or right-of-way dedicated to public use to facilitate pedestrian access to adjacent streets, roadways and properties...

*Permeable/pervious area* means an area having pores or openings that allow water to pass through that is sufficient to foster plant maturity, health, and absorbability.

*Street* means a right-of-way, other than an alley, dedicated or otherwise legally established for public or private use, with a surface, usually affording the principal means of access to abutting property. Streets are intended primarily as a means of vehicular travel...

*Street yard* means the portion of a lot between the street right-of-way, or easement, or common access drive, and the required building placement; the portion of a lot adjoining a street as measured from the right-of-way.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #10.

*Tract* means an area or parcel of land that the developer intends to subdivide and improve, or to cause to be subdivided and improved, pursuant to the requirements...

*Yard* means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward.

**Sec. 42-161 – Landscaping**

**(1) Purpose.**

- a. The purpose of this article is to establish landscaping standards for nonresidential and multifamily residential developments that protect and preserve the appearance and character of the City;
- b. Improve the compatibility of abutting uses;
- c. Protect the health and quality of life of the residents through the preservation of protected trees on property within the City;
- d. Conserve scarce water resources by promoting the planting of native and drought-resistant trees and shrubs;
- e. In establishing these standards, it is the City Council's intent to:
  1. encourage the preservation of trees and their value to the community;
  2. increase the compatibility of abutting uses;
  3. aid in energy conservation;
  4. and to minimize the effects on the surrounding environment due to noise, dust, debris, artificial light intrusions, and other impacts of an adjoining or nearby use.

**(2) Applicability.**

This article applies to all new nonresidential and multifamily developments, redevelopments, and substantial improvements in the city, and where specifically indicated, to existing trees and landscaping.

*Exceptions.* The following are exceptions to the standards of this article:

- a. Individual existing lots of record that are used for existing single-family detached or attached dwellings, or duplexes.
- b. Modifications to nonresidential buildings where the building expansion or redevelopment does not exceed the gross floor area of the existing building by more than 10 percent or 3,000 square feet, whichever is less.
- c. Sites that are proposed for redevelopment or substantial improvement, where due to the geometry of the site or existing improvements, installation of landscaping in compliance within this article would be impractical or unreasonable, in which case the Pre-Development Committee may approve a lesser landscaping requirement, provided that the reduction of landscaping standards is only the extent necessary to make the installation practicable. In no case shall this exception be interpreted to lessen these requirements for reasons other than those provided.



**(3) Landscape Plan.**

A landscape plan is required where this article specifies below and shall apply to all building sites within the city limits where any of the following conditions are present:

- a. New construction:
  1. Any new building construction for which a building permit is required.
  2. Any construction of a new parking lot or parking area.
- b. Additions/renovations: Any building addition or renovation exceeding fifty (50) percent of the existing building area or existing building value as defined by the footprint of the existing building for which the building permit is required.
- c. Parking lot additions: Any parking lot addition on an existing or legal non-conforming property by more than one thousand (1,000) square feet or ten (10) percent in area of the existing parking lot must add landscaping in conformance with the provisions of this article.

**(4) General Requirements.**

- a. Irrigation. All landscaped areas shall be irrigated by means of a subsurface irrigation system and/or a hose attachment within 75 feet of a landscaped area or plant for nonresidential, and multifamily lots that require continued or periodic watering to be sustained.
- b. Clear view. All landscaping shall be located so as to not interfere with the act of parking, so as to not create traffic hazard by obscuring driver or pedestrian vision of intersections, walkways, driveways, and streets or a combination thereof.
- c. Time allowance. All approved vegetative landscaping, including screening and irrigation systems, shall be in place prior to the issuance of a certificate of occupancy, or if reasonable considerations prohibit completion of the planting of landscape material, a temporary certificate of occupancy may be issued for such time as is reasonable.
- d. Maintenance. It is the responsibility of the owner, tenant, or anyone exercising control of the premises, and their agents and employees, shall be responsible for the placement and maintenance of all landscaping required herein, including irrigation systems; and to keep same in good condition as to present a healthy, neat and orderly appearance free of debris.
- e. Requirements. Requirements for the removal and/or planting of all landscape material is set out in this article. The minimum landscape surface ratio (LSR) is combined with this Section, in addition to other applicable requirements of this article, to determine the type, quality, quantity, and location of required landscape material on a parcel proposed for development.

**(5) Approval and Maintenance.**

- a. Generally. The landscape plan shall have the following information and must be submitted concurrently with and approved as a part of the application for building permit:
  1. A planting plan of landscape material identifying location, size and quantity and labeled by its scientific and common names.

2. Plans with dimensions and elevations, where appropriate, of special structural elements such as fences, walls, planters, fountains, berms, walkways, irrigating systems, and other elements included as special features to the landscape plant material. For the purpose of evaluating the effectiveness of proposed screening, site sections may be required.
  3. Building outlines, parking areas and arrangements, fences, monument signs and other structural features to be constructed on the site.
  4. Dimensions and locations of sight distance triangles.
- b. Changes to the landscape plan. Prior to alteration, enlargement, or change to an approved landscape plan, an amended plan shall be submitted to and approved by the Director of Development Services and shall be submitted in accordance with the provisions of this article.
- c. Required landscape surface ratio.
1. A minimum of 10 percent of the total building site, as defined herein, shall be devoted to landscaping; except that the square footage of all portions of the building site covered by buildings footprints or areas designated as fenced and secured storage areas shall be subtracted from the building site area prior to making the 10 percent calculation.
  2. At least 70 percent of the required landscaped area shall be located within the street yard.
  3. For multi-family developments, where it would be more desirable to disperse the landscaping throughout the site, the percentage of landscaping to be located in the street yard may be reduced by the approval of the Pre-Development Committee.
- (6) **Landscape area.** Landscape areas shall meet the following minimum requirements:
- a. Only approved landscape plants count towards the landscape requirements of this Article. Such plants shall be suitable for the City's region in accordance with the most current U.S. Department of Agricultural Hardiness Zone Map.
  - b. Plants that are not suitable for the City's region are allowed, but they are not counted towards compliance with this Article.
  - c. Plant species that are listed as *Invasive and Noxious Weeds* list for the State of Texas by the United States Department of Agriculture or on the *Texas Noxious and Invasive Plants* list by the Texas Department of Agriculture, are not allowed in the City.
  - d. Landscaped areas shall include a combination of the following types of materials: trees, shrubs, annual and/or perennial plants, vines, grass, and/or groundcover. Nonliving, durable materials commonly used in landscaping, such as, but not limited to organic mulches, rocks, pebbles, sand, walls and fences, but excluding paved surfaces, may also be utilized in landscaped areas. Pervious, decorative paving materials and brick pavers may be included in the form of walkways or driveways through landscaped areas; however, off-street parking areas paved with such materials shall not be considered as landscaped areas.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #10.

- e. All landscaped areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to and encroachment of these areas.
- f. At least one tree shall be provided per 800 square feet of landscaped area required by the provisions of this section. A landscaped area of at least five feet by five feet shall be provided surrounding each tree. Each tree shall be a minimum caliper of two (2) inches and a minimum height of five (5) feet when planted. Outdoor car lots and other exhibitors of merchandise will be exempt from the tree requirement on any part of the landscaped areas that directly abut the show or display area.
- g. Shrubs, annual and/or perennial plants, vines, grass, and ground cover planted to meet the requirements of this section shall be good, healthy nursery stock. Shrubs shall be a minimum of one (1) foot in height or width when planted.
- h. Grass areas shall be planted in species normally grown as permanent lawns in The City of Port Lavaca. Grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in the right-of-way, street yard and swales or other areas subject to erosion.

**(7) Parking Lot Landscaping**

Parking lot landscaping is required within and around nonresidential and multifamily parking lots that contain more than twenty parking spaces.

- a. Parking Lot Planting Locations. Parking lot landscape areas are required as follows:
  - 1. At the ends of parking rows, planted in endcap islands that are not less than nine feet wide and the length of the parking row (i.e., if there is single row of 90-degree parking spaces, the length is 18 feet; if there is a double row of 90-degree parking spaces, the length is 36 feet), with 10-foot curb radii on the side closest to the parking aisle.
  - 2. In the middle of parking rows at intervals required by subsection (c.), below, planted in interior islands that are not less than nine feet wide and the length of the parking space (i.e., if there is single row of 90-degree parking spaces, the length is 18 feet; if there is a double row of 90-degree parking spaces, the length is 36 feet), with five-foot curb radii on the side closest to the parking aisle.
  - 3. At the corners of parking lots, planted in corner islands, which is the area defined by the extension of the edges of intersecting parking rows.
  - 4. Three-foot landscape hedge along 25 percent of parking lot when it is adjacent to street right-of-way and access drives to multi-tenant shopping centers.
- b. Parking Lot Planting Requirements. Parking lot landscape islands shall be provided at an interval of one island for each 20 parking spaces, or fraction thereof, planted as follows:
  - 1. Each interior and endcap island shall be planted with a minimum of:

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #10.

- i. One large tree per parking row; and
- ii. Ground cover, which shall:
  - a) Consist of xeric shrubs, ornamental grasses, or perennials that are planted at intervals of not less than three feet in a bed of mulch, and sod, which may only be used for a maximum of 25 percent of the ground cover area.
  - b) Not include concrete, asphalt, or other impervious surfaces, with the exception of decorative pavers or stamped, dyed concrete which may be used only within the first foot of the parking island to allow persons to access their vehicle without stepping on landscaping.
  - c) Each parking lot corner shall be planted with two large trees or five small trees and ground cover in conformance with this Section.

**(8) Street Trees**

- a. Street Trees. Street trees are those trees which are planted at regular intervals in the street right-of-way and shall be planted according to the standards of subsection (e.), below, in the following circumstances:
  - 1. Along both sides of all streets (except alleys) within nonresidential and multi-family developments (except where the street is an existing street without room for the installation of street trees);
  - 2. Along both sides of new streets in other developments where there is sufficient right-of-way width to accommodate the street tree lawn; and
  - 3. Along existing rights-of-way where a street tree lawn is present and the entity responsible for the right-of-way authorizes the improvement.
- b. Street Tree Requirements. Generally, Street trees shall be provided in street tree lawns or street tree grates in sidewalks as follows:
  - 1. Along new public streets or private street easements that are created on a parcel proposed for development;
  - 2. In medians (including cul-de-sacs) that are created on a parcel proposed for development;
  - 3. In medians that are constructed near a parcel proposed for development in order to manage the traffic impacts of the development, provided that the medians:
    - i. Are of sufficient width to accommodate the root system;
    - ii. Are maintained by the property owners' association of the development that provides the median; and
    - iii. The installation of street trees in the median would not be detrimental to public safety.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #10.

4. Unless otherwise approved, generally, Street trees shall be spaced 60 feet on center in street tree lawns or street tree grates, but shall not be installed in locations that interfere with required site triangles (see below). Special plantings may be clustered if it is demonstrated that the cluster arrangement will not negatively affect the long-term health of the clustered trees.
- c. Street Tree Plan Approval. A street tree plan shall be submitted to the City with the civil infrastructure construction plans.
- d. Maintenance of street trees. Street trees required by this ordinance shall be maintained by a developer, lot owner/operator, tenant, property owners' association or other entity having legal interest in the ownership of the commercial or multifamily development. The City will not be responsible for the replacement of landscape materials or irrigation which must be removed during the repair or maintenance of public utilities or other public improvements.
- (9) **Distance from Utilities.**
- a. No street trees or large trees shall be planted under or within 10 lateral feet of any overhead utility lines.
- b. No trees, except street tree species that are approved by the City, shall be planted over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility line, or as required by the owner of the utility or the requirements of the specific easement.
- (10) **Sight Distance Triangles.**
- a. Trees or hedges shall not be installed in locations where there is a substantial likelihood that the mature form of the tree would have to be materially compromised in order to maintain sight distance triangles at the intersection within an area defined by lines of joining points located 20 feet back from the intersection of all curb lines extended.
- (11) **Completion of Landscape Improvements.**
- a. Buffer yard and Street Trees. Buffer yard and street tree landscaping must be completed prior to a certificate of occupancy being issued. If this requirement would result in the installation of landscaping during an inappropriate season, then the City may:
1. Allow the site plan to be recorded upon condition that security is provided for the installation of the required landscaping during planting season; or
  2. Issue a temporary certificate of occupancy, on the condition that a permanent certificate of occupancy will not be issued unless the required landscaping is installed.
- b. All Other Landscaping. All other landscaping must be installed before issuance of a permanent certificate of occupancy. A temporary certificate of occupancy may be issued if necessary to allow for the planting of landscaping improvements during an appropriate season or weather condition.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

Section VIII. Item #10.

**(12) Maintenance.**

- a. Upon the issuance of a certificate of occupancy, maintenance of the landscape areas and plantings required by this Article shall be maintained and all plant materials that die shall be replaced by the owner/operator.
- b. The City may inspect each site periodically after issuance of the certificate of occupancy to ensure compliance with the Article.

**(13) Penalty.**

- a. *Criminal.* Any person who shall violate any provision of this article, or fail to comply with any of the requirements of this article, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of up to five hundred dollars (\$500.00).
- b. *Civil.* The city may file a civil action in the district court seeking an injunction and civil penalties of up to one thousand dollars (\$1,000.00) per day for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued.

State Law reference - enforcement of municipal ordinances, V.T.C.A., Local Government Code Chapter 54.

END OF EXHIBIT A

## COMMUNICATION

**SUBJECT:** Consider First 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

---

## INFORMATION:

**ORDINANCE #G-5-23**

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS ADOPTING THE DOWNTOWN WATERFRONT MASTER PLAN; CONDUCT PUBLIC HEARING(S); DETERMINE PARTY RESPONSIBLE FOR IMPLEMENTATION OF COMPREHENSIVE PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Lavaca retained a professional planning consultant to assist in the preparation of a Downtown Waterfront Master Plan for the City; and

WHEREAS, the City's Visioning Committee, comprised of volunteers representing various Boards and stakeholders in the City, met several times beginning on June 28, 2022 with consultant to help guide in the preparation of a workable Downtown Waterfront Master Plan for the City of Port Lavaca; and

WHEREAS, the City staff and the Visioning Committee reviewed and studied recommendations made by the planning consultant for inclusion in the Draft Final Report of the Downtown Waterfront Master Plan; and

WHEREAS, the City Council extensively advertised and then held a public workshop on March 27, 2023, where the draft Final Report of the Downtown Waterfront Master Plan was presented and discussed, and all persons were given the opportunity to present comments and suggestions, and

WHEREAS, a copy of the Draft Final Report of the Downtown Waterfront Master Plan was posted on the City's website for public viewing, and

WHEREAS, a video of the March 27, 2023 Workshop was posted on the City's YouTube channel, for those unable to attend the meeting, and

WHEREAS, on June 12, 2023, the City Council conducted a public hearing and then, considering all public comments, approved the first reading of the Downtown Waterfront Master Plan; and

WHEREAS, on July 10, 2023 the City Council conducted a second public hearing and then, considering all public comments, approved the second and final reading, acknowledging that the City Council is ultimately responsible for the implementation and maintenance of the Downtown Waterfront Master Plan.

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

**SECTION 1:** That the Downtown Waterfront Master Plan, including the Introduction, Existing Conditions, Districts of Port Lavaca, Characteristics of Port Lavaca, District Improvements of Districts identified as Main Street, Commerce Street,



Bayfront Park Commons, Bayfront Park Pier, Bayfront Park Marina, Smith Harbor, and City Harbor, Conclusion and Composite Site Plan, which are attached hereto and incorporated herein for all purposes, is hereby adopted by the City Council as a guide and public policy.

SECTION 2: That this Plan outlines a narrative and trajectory that seeks to restore the recreational character of the Downtown Waterfront that was experienced in early 20<sup>th</sup> century Port Lavaca and allow the waterfront to become an economic driver that can positively impact the Downtown Waterfront's future, allowing it to become an area attraction.

SECTION 3: That it is hereby officially found and determined that the meeting at which this Ordinance is passed was properly noticed and open to the public as required by law.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 12<sup>th</sup> day of June 2023

\_\_\_\_\_  
Jack Whitlow, Mayor

SECOND AND FINAL READING this 10<sup>th</sup> day of July, 2023

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10<sup>th</sup> day of July, 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	Aye		
Councilman Tippet	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume \_\_\_\_, Page \_\_\_\_.

## COMMUNICATION

**SUBJECT:** Consider award of construction contract for the Lighthouse Beach Boat Ramp Channel Dredging project. Presenter is Wayne Shaffer

---

## INFORMATION:

**CC MEETING:****AGENDA ITEM #****DATE:**

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

**FROM:** WAYNE SHAFFER, PUBLIC WORKS DIRECTOR



**SUBJECT:** Lighthouse Beach Boat Ramp Dredge Project

**BACKGROUND:** The entrance to the lighthouse beach boat ramp is subject to silt and sand sedimentation that makes the entrance to shallow for boats to enter and exit.

**FINANCIAL IMPLICATIONS:** No implications as there is \$39000 available in the Lighthouse beach dredging fund.

**IMPACT ON COMMUNITY SUSTAINABILITY:** Failing to address this issue creates a hardship on community members that utilize this boat ramp.

**RECOMMENDATION:** Staff and Urban Engineering recommends accepting Lester Contracting Inc.'s proposal for the Lighthouse Beach Boat Ramp Dredge Project.

Lester Contracting Inc.	\$28,150.00
Derrick Construction Company	\$64,700.00
Shirley & Sons Construction	No Bid

**ATTACHMENTS:** Bids and bid tab

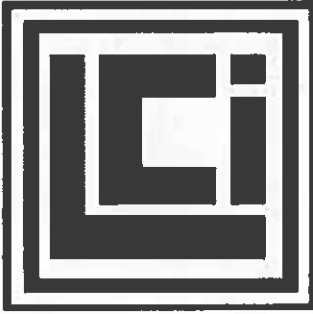
Consider acceptance of proposal for the Lighthouse Beach Boat Ramp Dredge Project.  
Presented by Wayne Shaffer.

Urban Engineering received informal bids for this project as follows:

Lester Contracting Inc.	\$28,150.00
Derrick Construction Company	\$64,700.00
Shirley & Sons Construction	No Bid

Urban Engineering recommends accepting Lester Contracting Inc.'s proposal for the Lighthouse Beach Boat Ramp Dredge Project.

# PROPOSAL



## Lester Contracting Inc.

P.O. Box 986

Port Lavaca, TX 77979

Contact: Randy Morris

Phone: 361 552 3024

Fax: 361 552 4049

Quote To:City of Port Lavaca  
5/5/2023Job Name:

Light House Beach Dredging Project

Date of Plans:

4/28/2023

Revision Date:Phone:Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization & Set Up	1.00	LS	2,000.00	2,000.00
2	Provide Long Reach Excavator & Operator	50.00	HR	175.00	8,750.00
3	Provide Terramac Track Dump Truck & Operator	50.00	HR	225.00	11,250.00
4	Provide Cat D3 Dozer & Operator	20.00	HR	120.00	2,400.00
5	Provide 2x3 Limestone Rock	50.00	TONS	75.00	3,750.00
<b>GRAND TOTAL</b>					<b>\$28,150.00</b>



## DERRICK CONSTRUCTION COMPANY

RE: Lighthouse Beach Boat Ramp Dredge

5/4/2023

### Project Cost:

DCCI Mobilization/Demobilization: \$13,000.00

DCCI daily rate: \$8,500.00

DCCI daily rate includes one long reach excavator, a bulldozer, and trucks onsite for moving material to the disposal area.

DCCI 3x5 material delivered and placed if needed \$84.00 a ton.

DCCI lump sum proposal to excavate and place 1,150 cy of material in the disposal area based on the new design of moving the channel where it can be reached by land.

Mobilization/Demobilization: \$13,000.00

3x5 Rock if needed \$84.00 a ton placed.

Lump sum cost: \$64,700.00

### CLARIFICATIONS:

DCCI did not include SWPPP plan, DCCI did not include bonding, or survey cost.

DCCI did not include any silt fencing or other erosion control methods.

**\*\*If Applicable there will be Sales Taxes charged at 8.25%\*\***

### **Approval and Acceptance**

The undersigned agrees and certifies that he/she is authorized to sign on behalf of \_\_\_\_\_ and guarantees by his/her signature to compensate Derrick Construction Company, Inc., in full for all services performed as described above, which are due and payable 30 days after receipt of invoice.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Derrick Construction Company, Inc

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### **Derrick Construction Company, Inc.**

PO Box 1046  
Rockport, TX 78381  
Office (361) 729-2423  
Fax (361) 729-1218

250 South Cove Harbor  
Rockport, TX 78382  
www.derrickconstruction.net  
Email: [serenity@derrickconstruction.net](mailto:serenity@derrickconstruction.net)  
Email: [derrick@derrickconstruction.net](mailto:derrick@derrickconstruction.net)

## COMMUNICATION

**SUBJECT:** Consider award of bid for Ballistic Shields for the Police Department. Presenters  
are Weston Burris and Susan Lang

---

## INFORMATION:



---

**CITY OF PORT LAVACA**

---

**CITY COUNCIL MEETING:** June 12, 2023**AGENDA ITEM** \_\_\_\_\_**DATE:** June 8, 2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** SUSAN LANG, FINANCE DIRECTOR **SUBJECT:** CONSIDER AWARD OF EQUIPMENT BID FOR FOURTEEN (14) BULLET RESISTANT SHIELDS AS FUNDED THROUGH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION & HOMELAND SECURITY GRANTS AND APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$10,378.

---

**Background:**

Previously, the City Council approved the Police Department to apply for a Grant through the Office of the Governor for a grant for Ballistic Shields. This grant was awarded in the amount of \$58,656.33. There was no required match. Unfortunately, prices have increased since the time of the award, therefore, the City will need to leverage the amount of the grant funds in order to fulfill the purpose of the grant funds received.

On June 6, we received bids for the ballistic shields. Five bids were received and a bid evaluation is attached. Upon evaluation of the bids, it was determined that GT Distributors scored the highest. Abnormalities from bid specifications are noted on the bid tabulation.

**Staff Recommendation:**

Staff recommends the award the bid to GT Distributors in the amount of \$69,034 and approve a budget amendment in the amount of \$10,378 for the cost difference in the equipment.

**Budgetary Impact:**

One-time budget amendment in the amount of \$10,378.

**Action:**

Approve award of bid to GT Distributors in the amount of \$69,034 and approve a budget amendment in the amount of \$10,378.

City of Port Lavaca  
 Invitation for Bid  
 Bullet Resistant Shield Grant  
 Evaluation of Bids

Bidder	Total Bid Provided	Recalculated Bid	Price 50%	Experience 10%	Qualification 20%	Accept Terms 20%	Total 100%	Delivery Days	Sam.Gov	References Complete	Litigation History	No Conflicts	COI	Debarment Form	CIQ	Lobbying	Signed IFB	Notes
1 Safeware	58,800.00	79,174.90	40	10	10	20	80	60	Yes	Yes		Yes		Not Initialed	Yes	Yes	Yes	Quoted two different Shields @ different prices, recalc best fit to spec No Ballistic Testing Provided No View Port
2 Primary Arms	58,086.61	78,106.00	35	10	10	20	75	60	Yes	Yes		Yes		Yes	Yes	Yes	Yes	Excluded light - recalc to include light attachment No Ballistic Testing Provided 18 X 30
3 Galls	96,019.42		30	10	20	20	80	60	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	20 X 30
4 GT Distributors	69,034.00		45	10	20	20	95	90	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	16 X 30
5 Armor Research	41,856.50		50	10	10	20	90	90	Yes			Yes	Yes	Not Initialed	Yes	Yes	Yes	No View Port, Cheap Light attachment 16 X 26
6																		
7																		
8																		
9																		
10																		

## COMMUNICATION

**SUBJECT:** Consider recommendation of the Planning Board for approval of a Variance request to the City's Code of Ordinances Chapter 12 Buildings and Building Regulations, Sec. 12-24 Building Setbacks, for Block 1, Lot 37 of the Burkeshire Addition (1615 Burkedale Drive), Parcel ID #19116. Presenter is Derrick Smith

---

## INFORMATION:

## CITY OF PORT LAVACA

**MEETING:** June 12, 2023

**DATE:** 06/08/2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

**SUBJECT:** Consider and discuss approval for a Variance to the ordinance Sec. 12-24. - Building Setbacks for Block 1, Lot 37 of the Burkeshire Addition (1615 Burkedale Drive), Parcel ID # 19116.

*This Variance request is to construct a carport that will project into the 25ft front building setback line. The dimensions of the finished carport would leave 12' from back of curb on the west side of the driveway and 26' 6" from back of curb on the east side of the driveway. Please see applicant Request for Variance for more details.*

**Sec. 12-24. - Building setbacks**

- (a) *Definitions.* For the purpose of this article, the term "building setback lines" means the distance that buildings or structures must be from the property line.
- (d) Minimum setback requirements.
- (10) Subdivision building lines.

Subdivision	Front Building Setback Line
Burkeshire	25 feet min.
	40 feet max.

**Planning Board Recommendation:** Approval of the Variance to the ordinance Sec. 12-24. - Building Setbacks for Block 1, Lot 37 of the Burkeshire Addition (1615 Burkedale Drive), Parcel ID # 19116 with the understanding the carport does not get enclosed.

**Staff Recommendation:** Approval of the request due to similar allowances for properties within the same block.

**Department Comments:** Construction and windstorm plans are to be submitted for the carport. Building and windstorm inspections are to be completed and on file.

**Attachments:**

- Request for Variance

- Proposed site plan
- Picture

## City of Port Lavaca Request for Variance

Date: 05-23-2023

Name: Eduardo Villalobos

Address: 1615 Burkedale dr

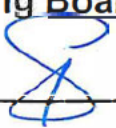
Variance being requested: for the building  
setback line on the front of the property

Reason for  
request: Construction of carport with wooden  
structure fixed to the ground and metal roof.  
Measurements are 25' by 27' total of 675 ft<sup>2</sup>  
Carport will be 30' from the curb except on  
the left side where the curb has a curve  
where it measures 15'. Carport will still be within  
my property and won't disturb any city services.

Eduardo Villalobos  
Signature

  
Phone number

Date of Planning Board: 6/5/2023

Received by: 



# CITY OF PORT LAVACA TEXAS

Permit Number

## RESIDENTIAL BUILDING PERMIT APPLICATION

### Requirements - PLEASE READ ALL OF THE FOLLOWING INSTRUCTIONS CAREFULLY

Your application will not be accepted if any of the below items are missing or incomplete. Submit applications to [buildingdepartment@portlavaca.org](mailto:buildingdepartment@portlavaca.org).

- ☐ Completed and signed application form
- ☐ Contractors registered with City of Port Lavaca
- ☐ Digital submission of all required plans, as well as a printed labeled sets of required plans.

### Project Information

Property Address: 1615 Burkedale dr

Building/Suite/Unit Numbers: \_\_\_\_\_ Flood Zone ☐ Yes ☒ No

Square footage: 700 Project Valuation: 2000

Type of construction: ☒ New construction ☐ Addition ☐ Remodel

Describe work to be done in detail (scope of work): Construction of Carport  
With Wooden structure fixed to the floor  
With anchored screws and Metal roof attached to the  
house

### Contractor Information (Serves as primary contact for this permit)

Contractor Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Property Owner Information

Owner Name: Eduardo Villalobos

Owner Address: 1615 Burkedale dr

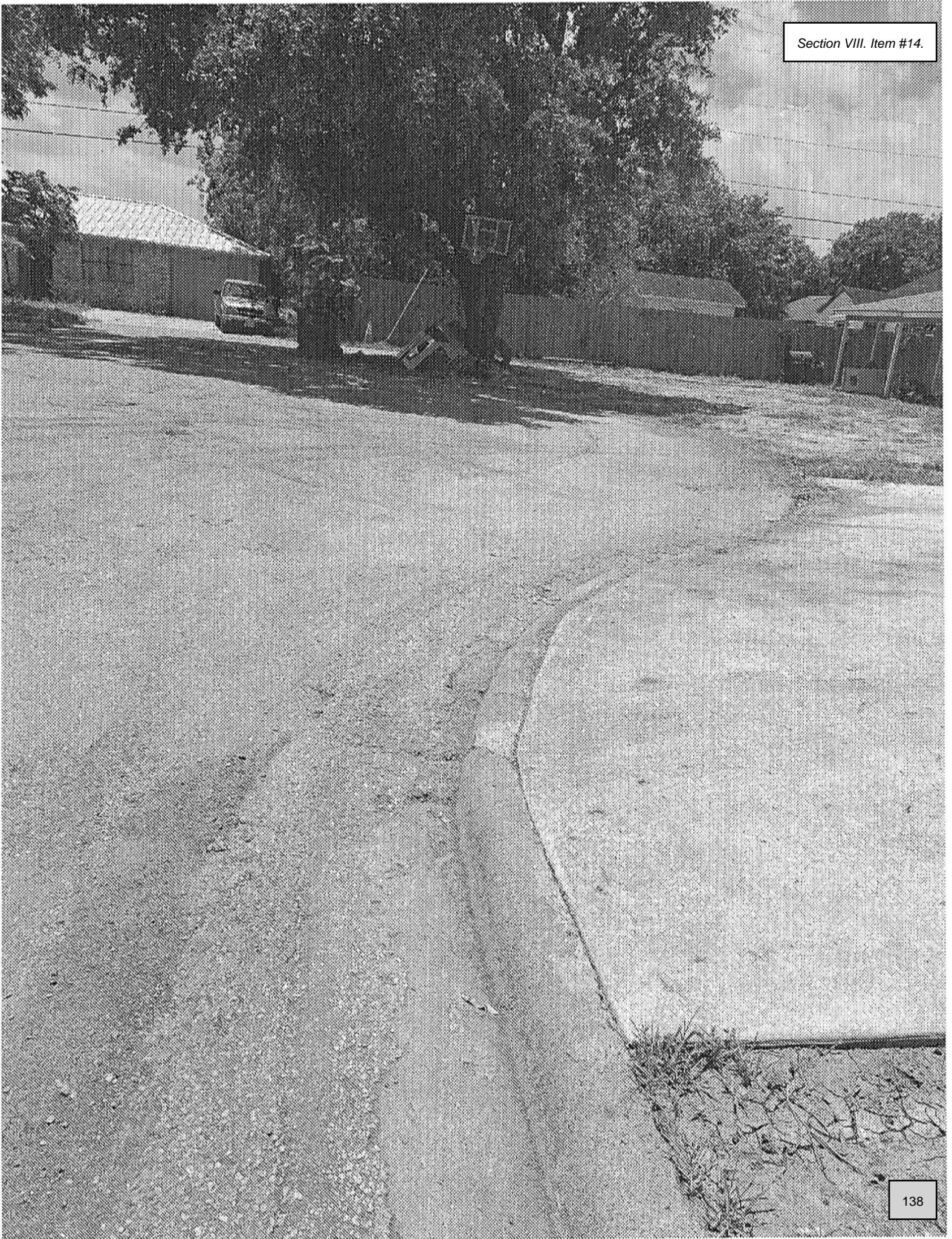
Owner Phone: [REDACTED] Owner Email: [REDACTED]

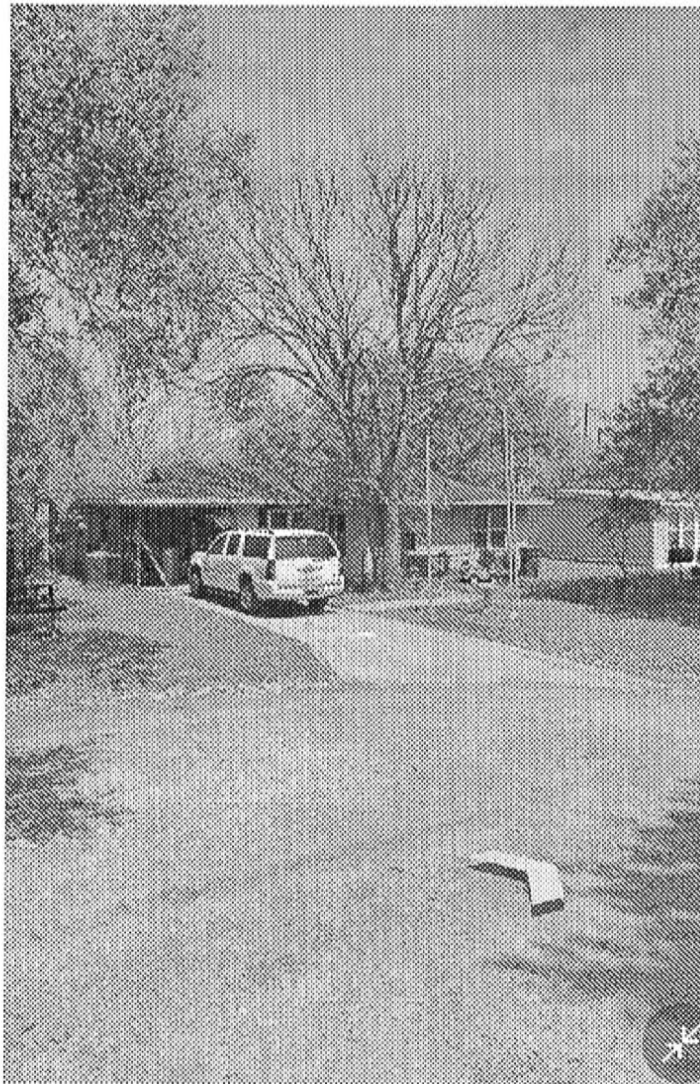
### Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete or false application, my application may be rejected.

Signature of Applicant: Eduardo Villalobos Date: 05-11-2023







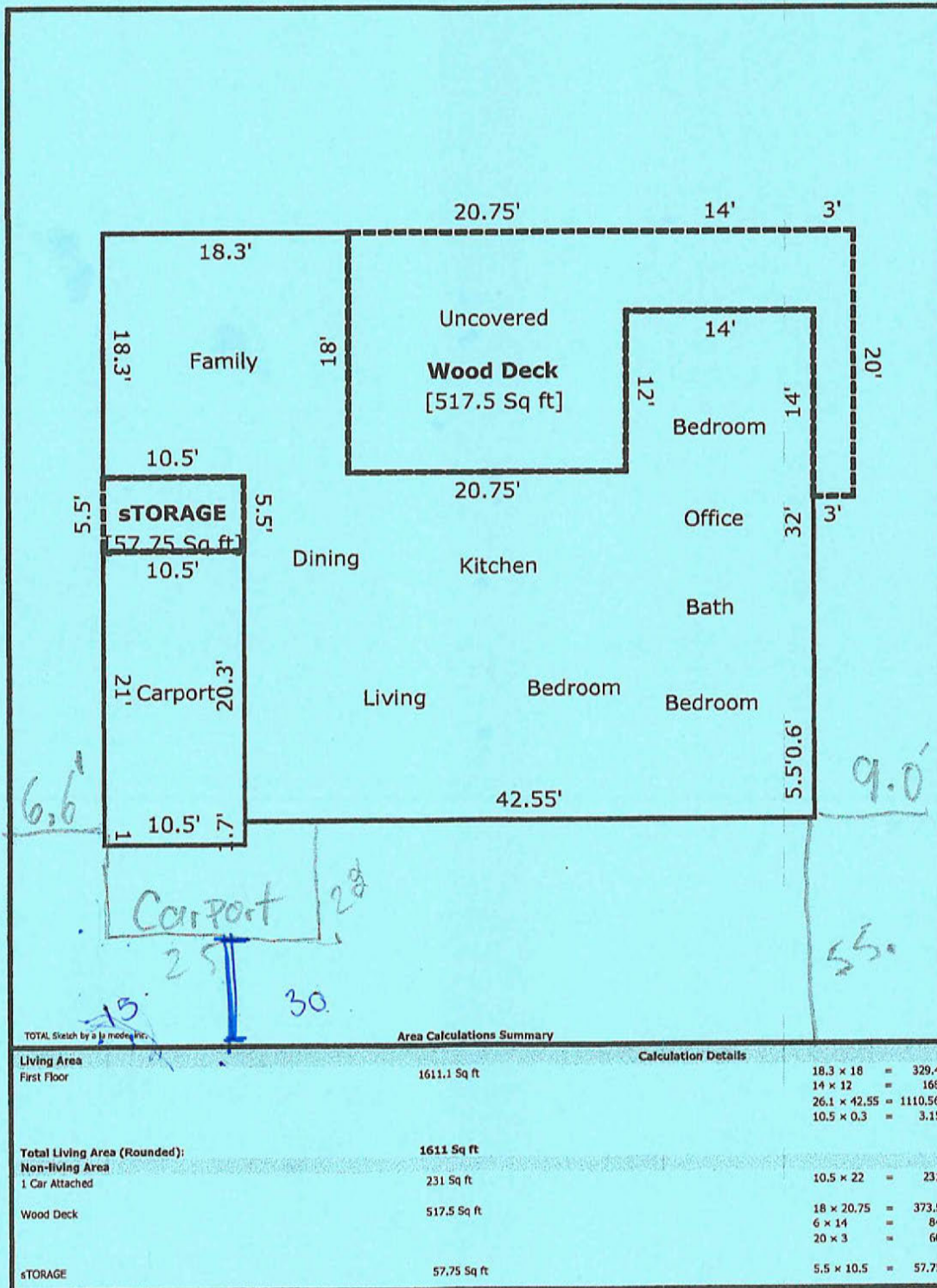


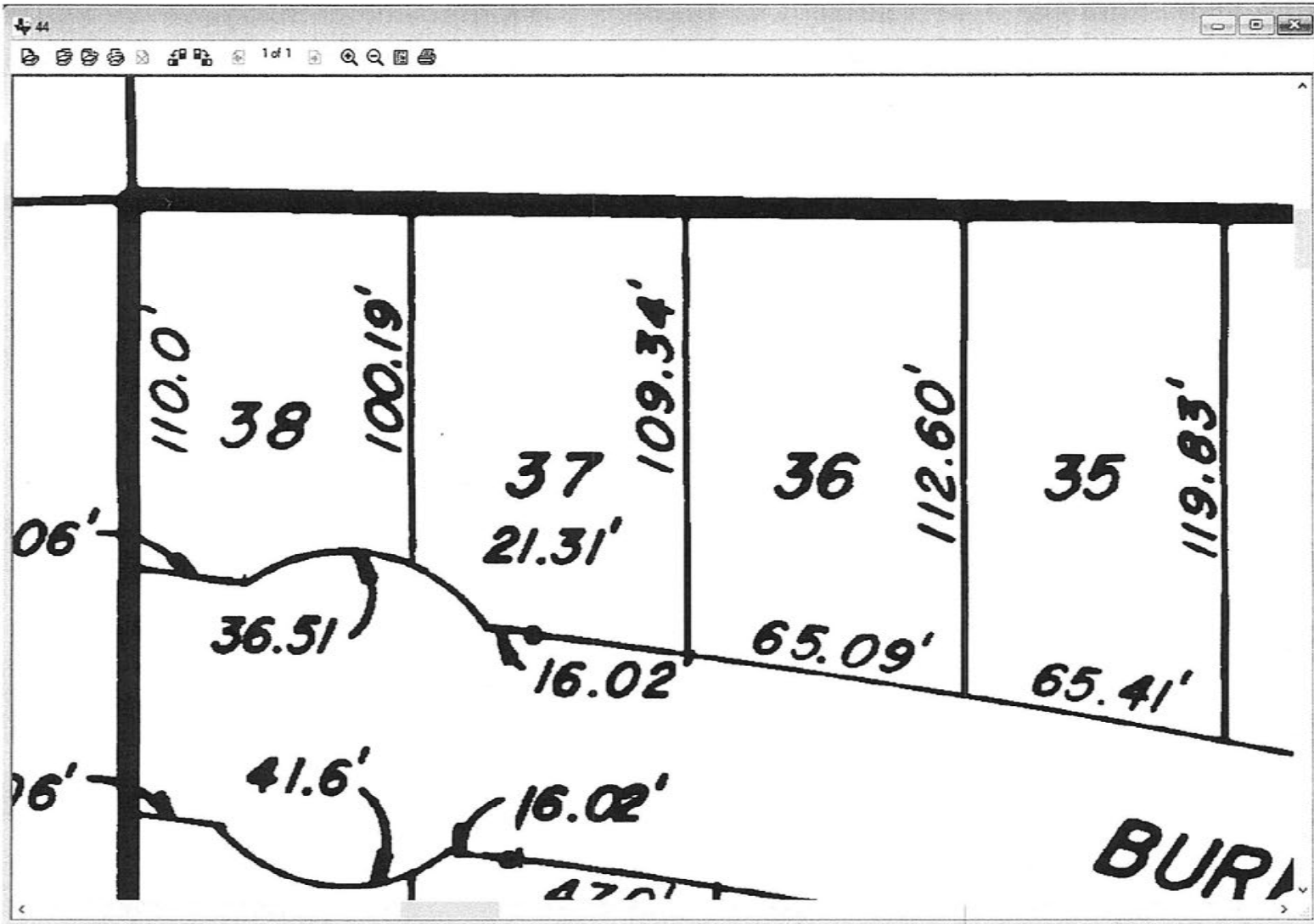




**Building Sketch**

Borrower	Eduardo Villalobos				
Property Address	1615 Burkedale Dr				
City	Port Lavaca	County	Calhoun	State	TX Zip Code 77979
Lender/Client	First National Bank in Port Lavaca				





## COMMUNICATION

**SUBJECT:** Consider recommendation of the Planning Board to approve a request from Kevin and Sasha Nevarez for a Conceptional Plan and a Variance request to the City's Code of Ordinances Chapter 48 Traffic and Vehicles, Article II Parking, Stopping and Standing, Division 3 Off-Street Parking and Loading, Subdivision II Off-Street Parking Sec. 48-106 Facility Requirements and Sec. 48-107 Minimum Standards. To be located at 212 South Commerce Street, Parcel ID's #87353 and #87352. Presenter is Derrick Smith

---

## INFORMATION:

## CITY OF PORT LAVACA

**MEETING:** June 12, 2023 **AGENDA ITEM** \_\_\_\_\_

**DATE:** 06/8/2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

**SUBJECT:** Consider recommendation from Planning Board for approval of a Conceptual plan and a Variance request to the ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107 for a Mixed Use development to be located at 212 South Commerce Street, Parcel ID's #87353 and #87352

*Kevin and Sasha Nevarez are requesting approval of a variance for off-street parking due to site constraints.*

*The dwelling unit and restaurant are proposed to be 2,494 square feet each. The dwelling unit requires 2 spaces and the restaurant is proposed to have 44 seats and requires 15 spaces. The request is for 11 spaces which will include two ADA parking spaces.*

#### **Subdivision II. - Off-Street Parking**

##### **Sec. 48-106. - Facility requirements.**

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

#### **Subdivision II. - Off-Street Parking**

##### **Sec. 48-107. - Minimum standards.**

Minimum Standards for Off-Street Parking	
Type of Structure or Use	Number of Spaces
Single-family units, more than 1,200 square feet	2
Restaurants, bars, nightclubs, etc.	0.33 per seat

[https://library.municode.com/tx/port\\_lavaca/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_C48TRVE\\_ARTIIPASTST\\_DIV3OREPALO\\_SDIIOREPA](https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_C48TRVE_ARTIIPASTST_DIV3OREPALO_SDIIOREPA)



**Department Comments:**

**Engineering:** Ensure ADA compliance and adequate parking

**Fire:** The building will need to be sprinkled

**Public Works:** water and sewer is available on Commerce Street

**Development Services:** This proposed Mixed Use Development is consistent with the Future Land Use Plan and the proposed Downtown Waterfront Master Plan (see attached Fig 29 from the DTWFMP). As we discussed when reviewing the proposed Downtown Waterfront Masterplan, we need to rethink parking for new development in this Downtown area. Potential development in this Downtown area will often not have enough land area to accommodate 100% of the on-site parking required in our current parking ordinance. These businesses will need to count on some level of available public parking in the downtown area.

Please reference the Exhibit Jody has prepared showing a conceptual plan for parking areas behind Nautical Landings, behind the former O’Neills (soon to be Topsy Bean), Poor Boy and Commerce Street. This concept plan shows a potential 10 ft wide shared use path as a continuation of the path recently constructed in Bayfront Park. There should be room for about 48 parking spaces behind Nautical Landings. Of course some of those we would want to have reserved for Nautical Landings and marina tenants, but at least 20 of these spaces should be available for public parking.

With the new sidewalks along SH 238, parallel parking along Commerce is now safer. Parking and more activity along this section of Commerce will slow traffic down as well.

In consideration of the available public parking in the area, staff doesn’t see an issue with reducing the required on site parking spaces.

**Planning Board Recommendation:** At the June 5<sup>th</sup> meeting, the Planning Board discussed the proposed plans and recommended approval of the Variance request to the ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107. To be located at 212 South Commerce Street, Parcel ID’s#87353 and #87352. Due to an oversight, the Planning Board did not include a recommendation to approve the conceptual plan in their motion. The Planning Board has scheduled a meeting for Monday June 12 at 5:30 pm prior to the Council meeting in order to record a vote on the recommendation for approval of the conceptual plan.

**Attachments:**

- Nevarez’s variance request
- CAD ID# 87352-87353
- Available Downtown Waterfront Parking exhibit
- Fig 29 of the Downtown Waterfront Master Plan
- Nevarez site/floor plans and elevations

## City of Port Lavaca Request for Variance

Date: 5/26/23

Name: Kevin + Sasha Nevarez

Address: 212 S. Commerce

Variance being requested: OFFSTREET  
Parking on S. Commerce  
for Nevarez Rafael Company Restaurant on  
feeder of Hwy 338

Reason for request: The reason being request is for  
parking needed for the occupancy allowed  
inside business at 212 S. Commerce.  
We need (4) extra parking spots to fit  
our parking plans. The state has  
sent a approval letter allowing the parking  
via state rules.

SNevarez

Signature

Phone number

Date of Planning Board: \_\_\_\_\_

Received by: \_\_\_\_\_

212 South Commerce Street

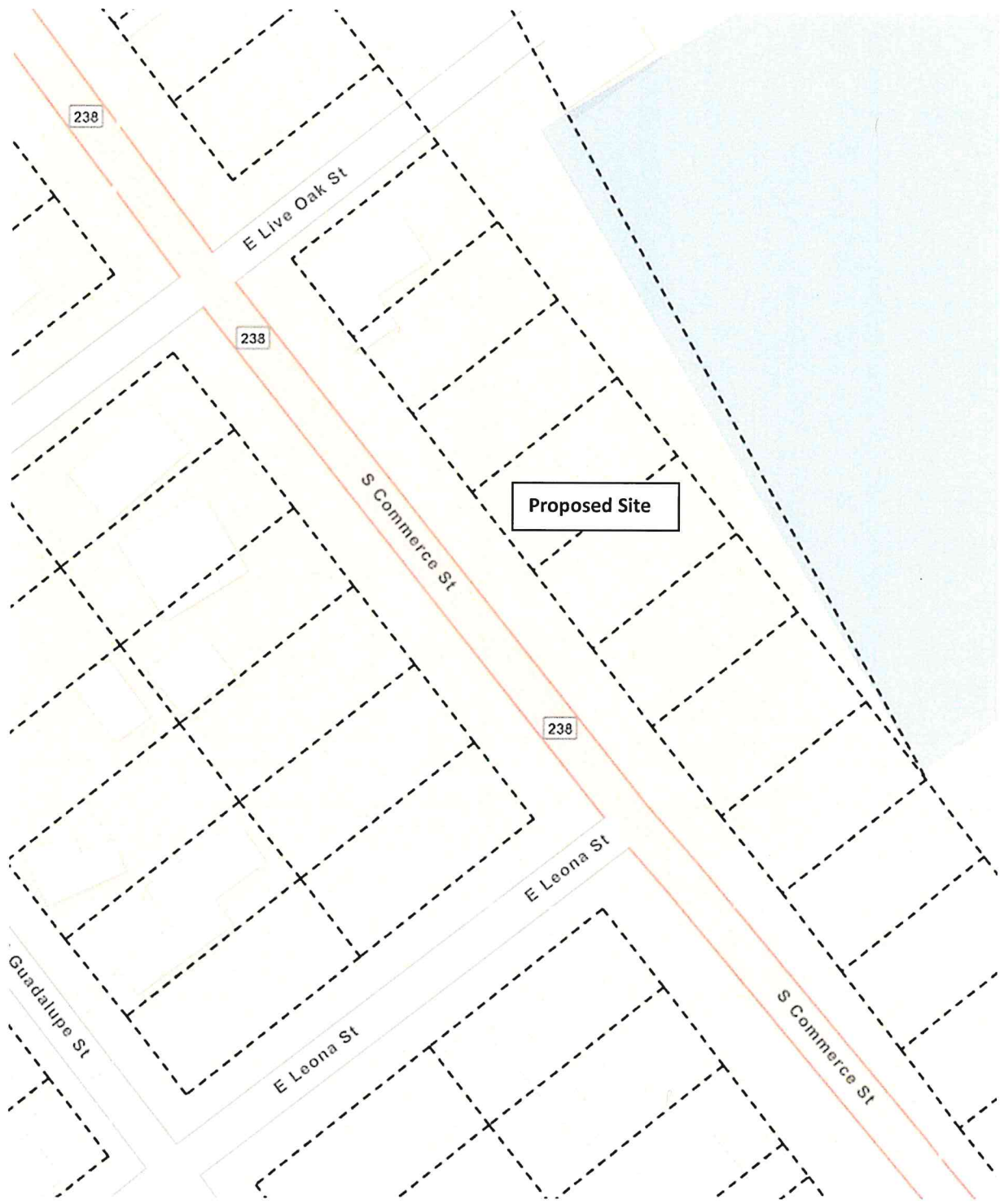












Fig. 29 - Commerce Street District Improvements Plan

<p>ORIENTATION</p> 	<p>STAMP</p> <p>5/23/2023</p> 
---	--

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER  
AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS  
BEFORE COMMENCING WORK AND TO REPORT ANY  
DISCREPANCIES TO THE DESIGNER

**VEF** *ENGINEERING*

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

PROJECT NAME:  
Nevarez House / Restaurant  
212 S. Commerce Street  
Port Lavaca, TX

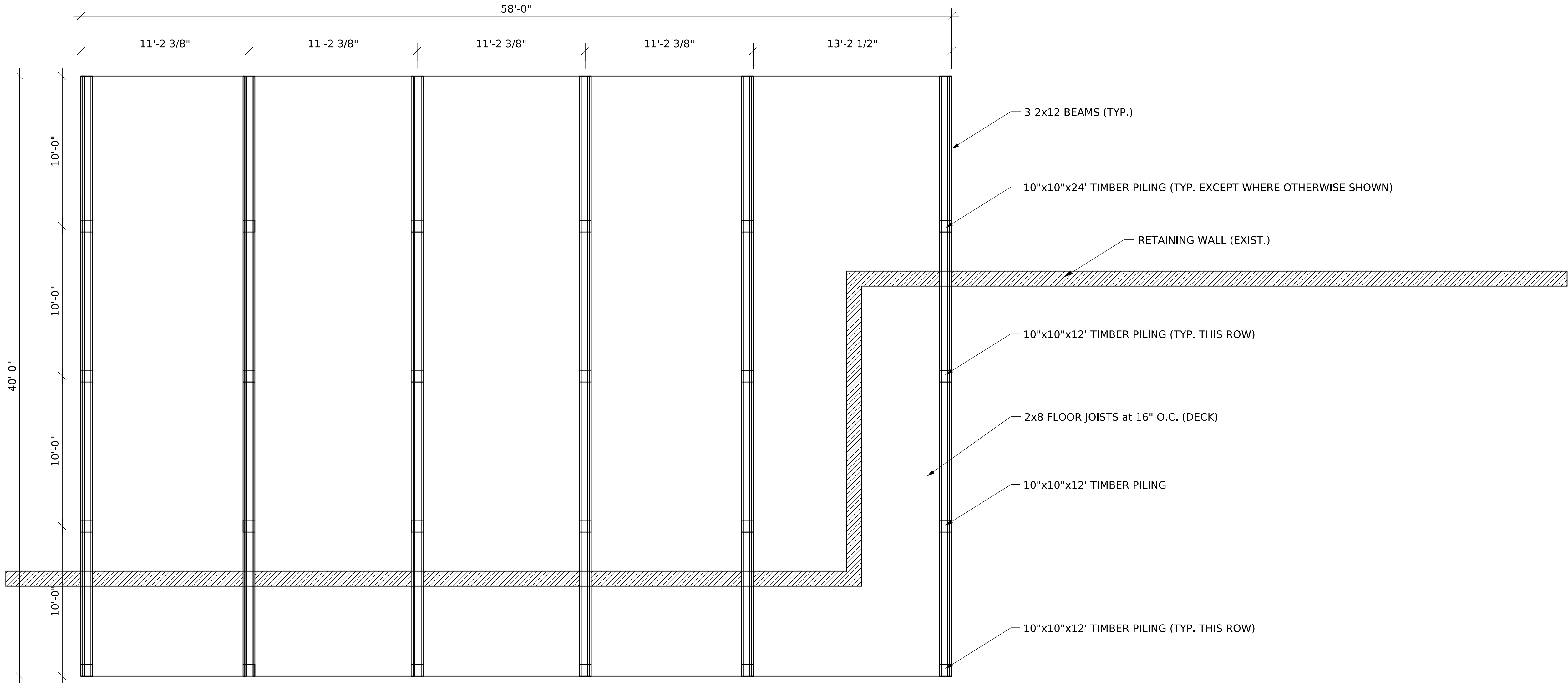
CLIENT: Kevin and Sasha Nevarez

DRAWING:	
SITE PLAN	
SCALE: 1/8" = 1'-0"	DATE: MAY 2023

DRAWN BY: VEF	SHEET:  <b>2</b>
CHECKED BY: VEF	
APPROVED BY: VEF	




DESIGN DATA:  
WIND SPEED: 145 MPH (Vult.)  
IMPORTANCE CAT.: II  
EXPOSURE: C



- GENERAL NOTES
1. ALL FRAMING HARDWARE TO BE STAINLESS STEEL OR HOT-DIPPED GALVANIZED.
  2. PILINGS TO BE EMBEDDED AT LEAST 10' BELOW GRADE.
  3. PILINGS TO HAVE KNEE BRACES AS SHOWN IN DETAIL ON THIS PAGE.
  4. DOUBLE FLOOR JOISTS TO BE PLACED BENEATH WALLS THAT RUN PARALLEL TO JOISTS.

No.	REVISION/ISSUE	DATE

ORIENTATION	STAMP 5/11/2023  <i>Veronica E. Smith</i>
-------------	--

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER  
AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS  
BEFORE COMMENCING WORK AND TO REPORT ANY  
DISCREPANCIES TO THE DESIGNER

**VEF ENGINEERING**

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

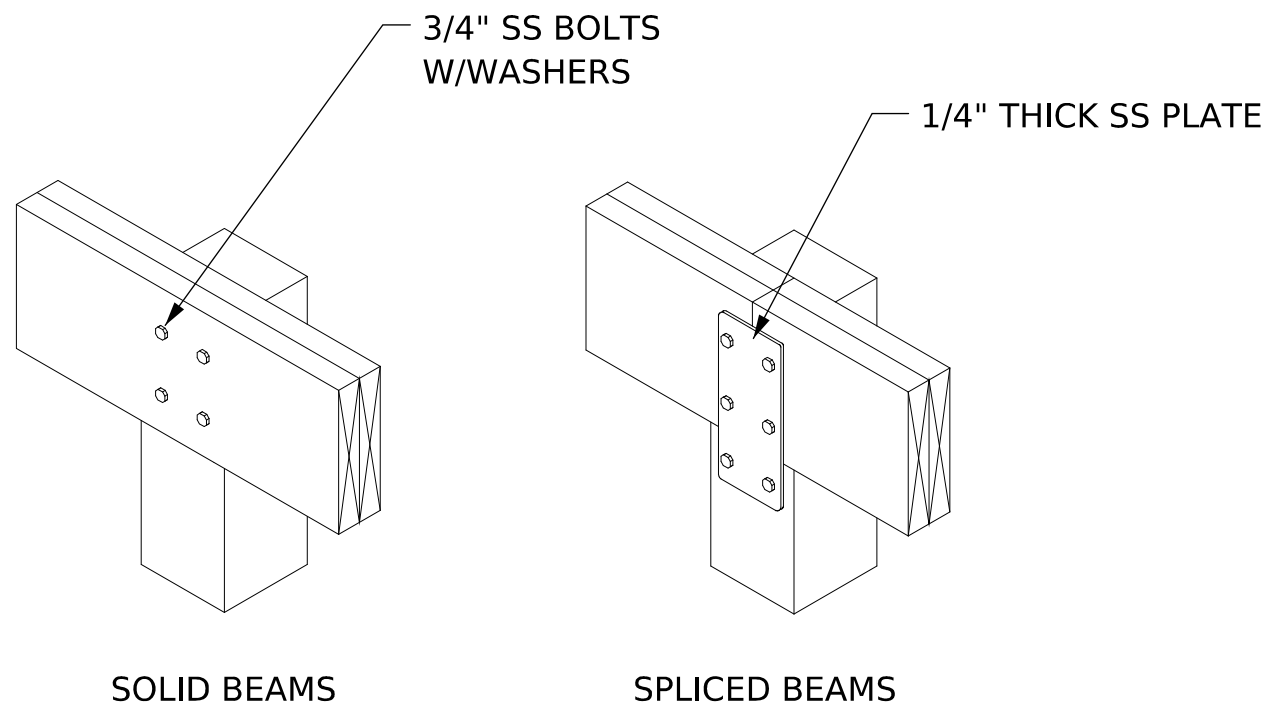
PROJECT NAME:  
**Nevarez House / Restaurant**  
212 S. Commerce Street  
Port Lavaca, TX

CLIENT:  
**Kevin and Sasha Nevarez**

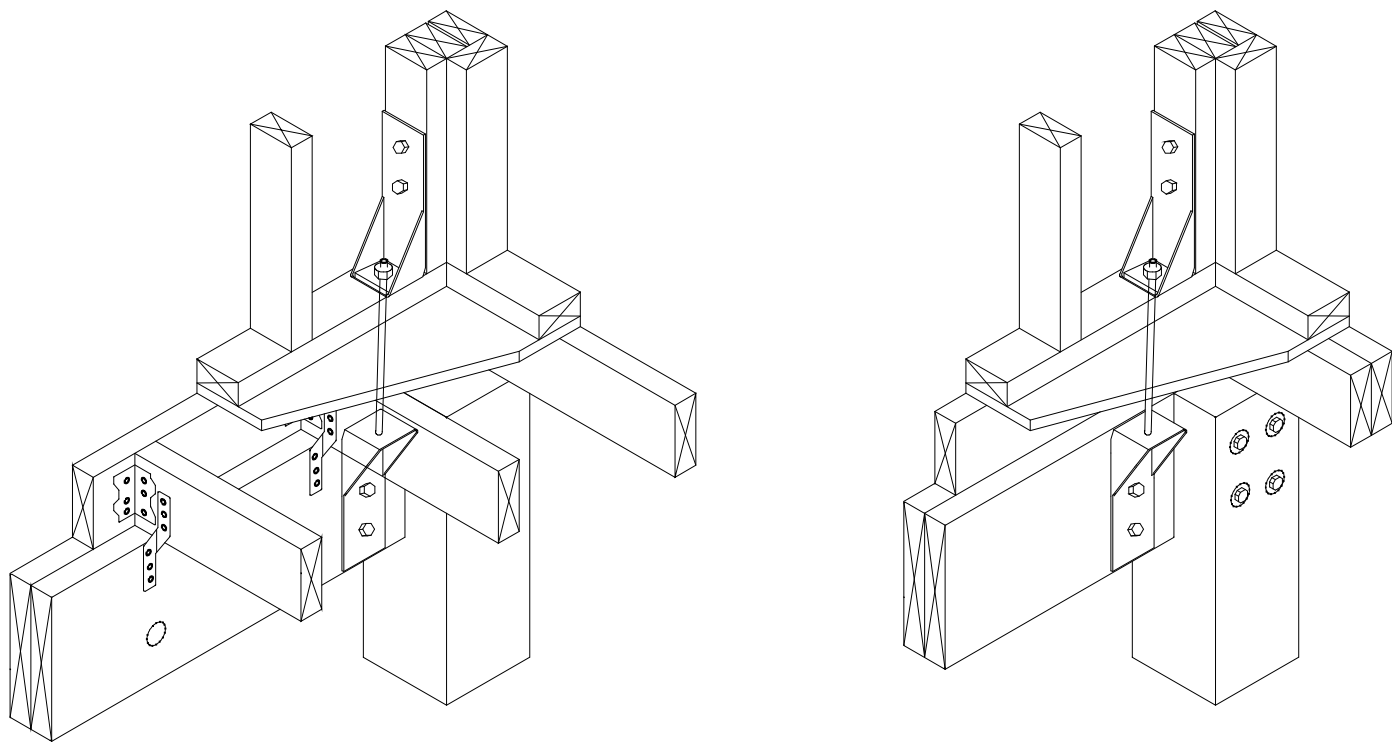
DRAWING:  
**FOUNDATION PLAN**

SCALE: 1/4" = 1'-0"      DATE: MAY 2023

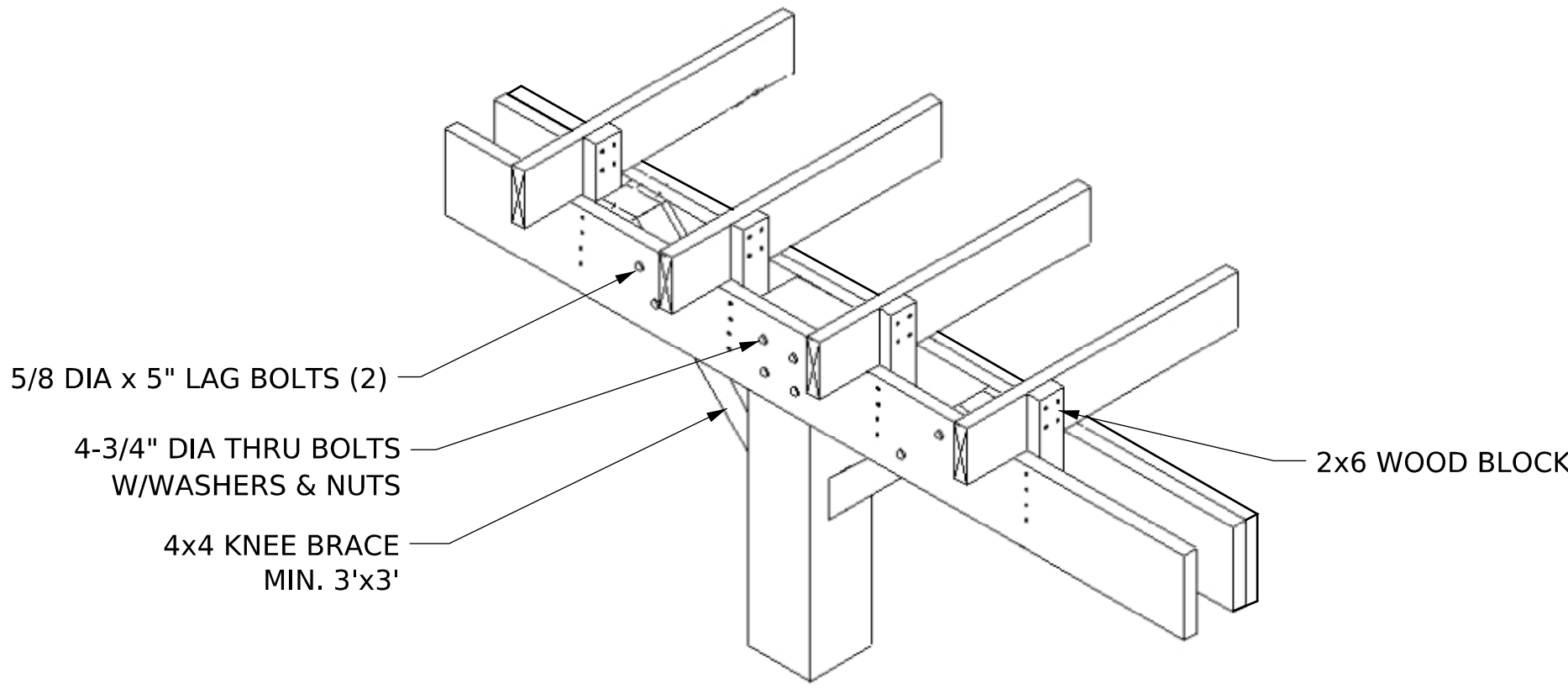
DRAWN BY: VEF	SHEET: <b>3</b>
CHECKED BY: VEF	
APPROVED BY: VEF	



PILING TO BEAM DETAILS



BEAM CLIPS AND HOLD DOWN DETAILS

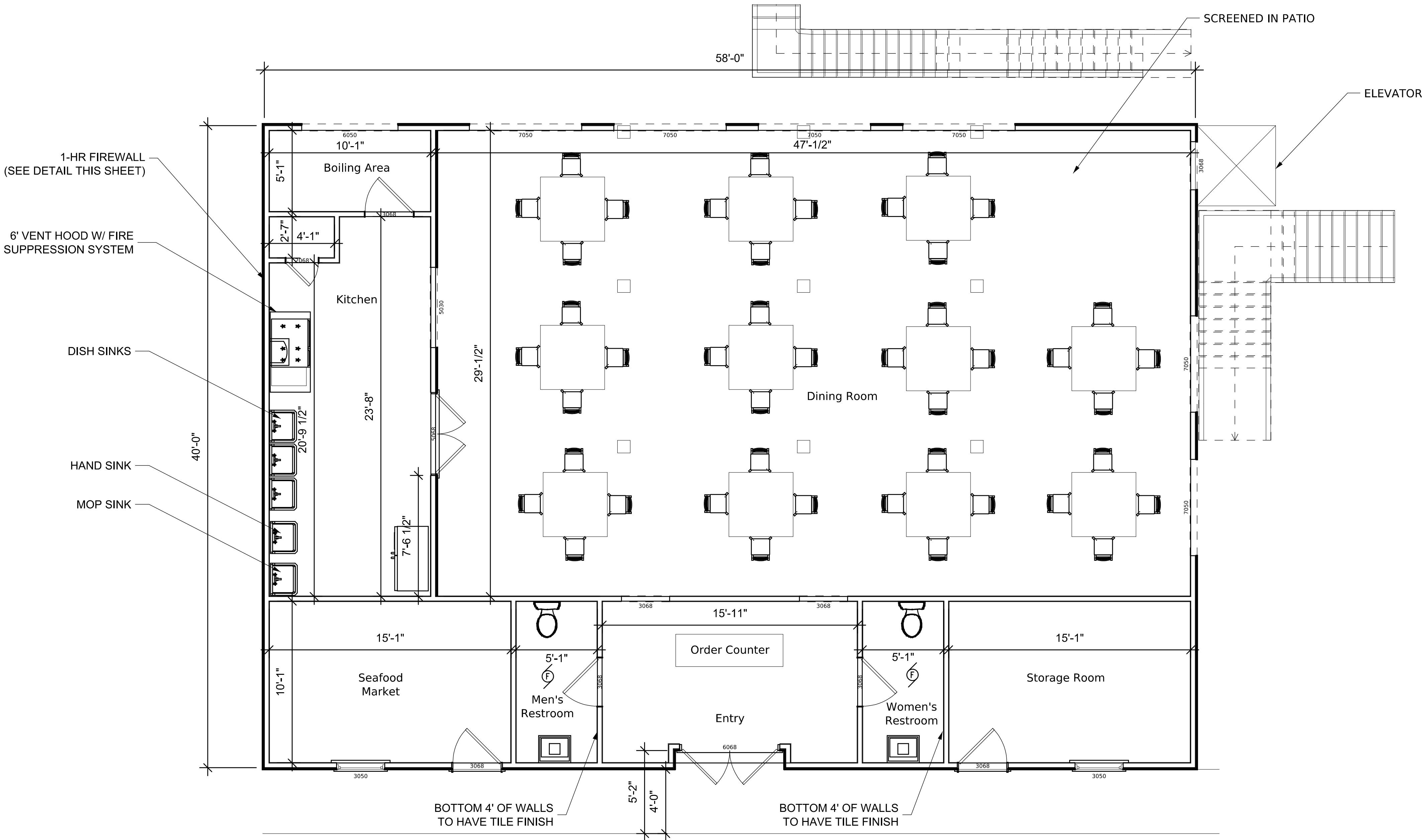


PILING TO BEAM CONNECTION DETAILS

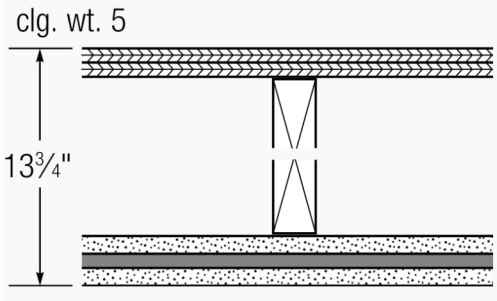


DESIGN DATA:  
  
2018 IRC  
WIND VELOCITY: 145 MPH (Vult.)  
IMPORTANCE CAT.: II  
EXPOSURE: C

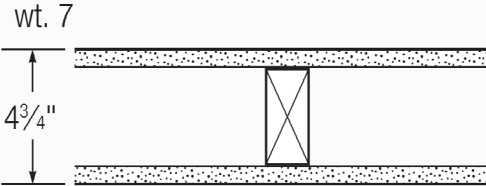
NOTE: KITCHEN AND BOILER ROOM CEILINGS  
TO BE FIRE RESISTANT (2-HR), SEE DETAIL THIS SHEET



1st Floor Area: 2320 sf

2 Hour Fire-Rated Construction		Dimensional Lumber		Acoustical Performance			Reference	
Construction Detail		Description	Test Number	STC	IIC	Test Number	ARL	Index
		• Two layers 5/8" SHEETROCK FIRECODE C Core gypsum panels – 1" nominal wood sub and finished floor – 2 x 10 wood joist 16" o.c. – RC-1 channel or equivalent – joints finished	UL Des L511			Assembly not recommended when sound control is a major consideration		B-71

2-HR FIRE RESISTANT CEILING DETAIL


1 Hour Fire-Rated Construction		Loadbearing		Acoustical Performance		Reference	
Construction Detail		Description	Test Number	STC	Test Number	Index	
		• 5/8" SHEETROCK FIRECODE Core panels, or 5/8" SHEETROCK UltraLight panels FIRECODE X or 5/8" FIBERGLASS panels – 2 x 4 wood stud 16" or 24" o.c. – optional insulation	UL Des U305, U314	32	RAL-TL11-129 Based on 5/8" SHEETROCK FIRECODE core panels, no sound bat	A-59	
				33	RAL-TL11-172 Based on 5/8" SHEETROCK UltraLight Panels Firecode X, no sound bat		
				34	RAL-TL11-173, RAL-TL11-130 Based on 5/8" SHEETROCK FIRECODE core panels or 5/8" SHEETROCK UltraLight Panels Firecode X with R-11 fiberglass sound bat		
				37	RAL-TL11-081, RAL-TL11-084 Based on double layer one side 5/8" SHEETROCK FIRECODE core panels or 5/8" SHEETROCK UltraLight Panels Firecode X with R-11 fiberglass sound bat		

1-HR FIRE RESISTANT WALL DETAIL

GENERAL NOTES

No.	REVISION/ISSUE	DATE

ORIENTATION

STAMP  
5/23/2023  


ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER  
AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER  
  
CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS  
BEFORE COMMENCING WORK AND TO REPORT ANY  
DISCREPANCIES TO THE DESIGNER

VEF ENGINEERING

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

PROJECT NAME:  
**Nevarez House / Restaurant**  
212 S. Commerce Street  
Port Lavaca, TX

CLIENT:  
**Kevin and Sasha Nevarez**

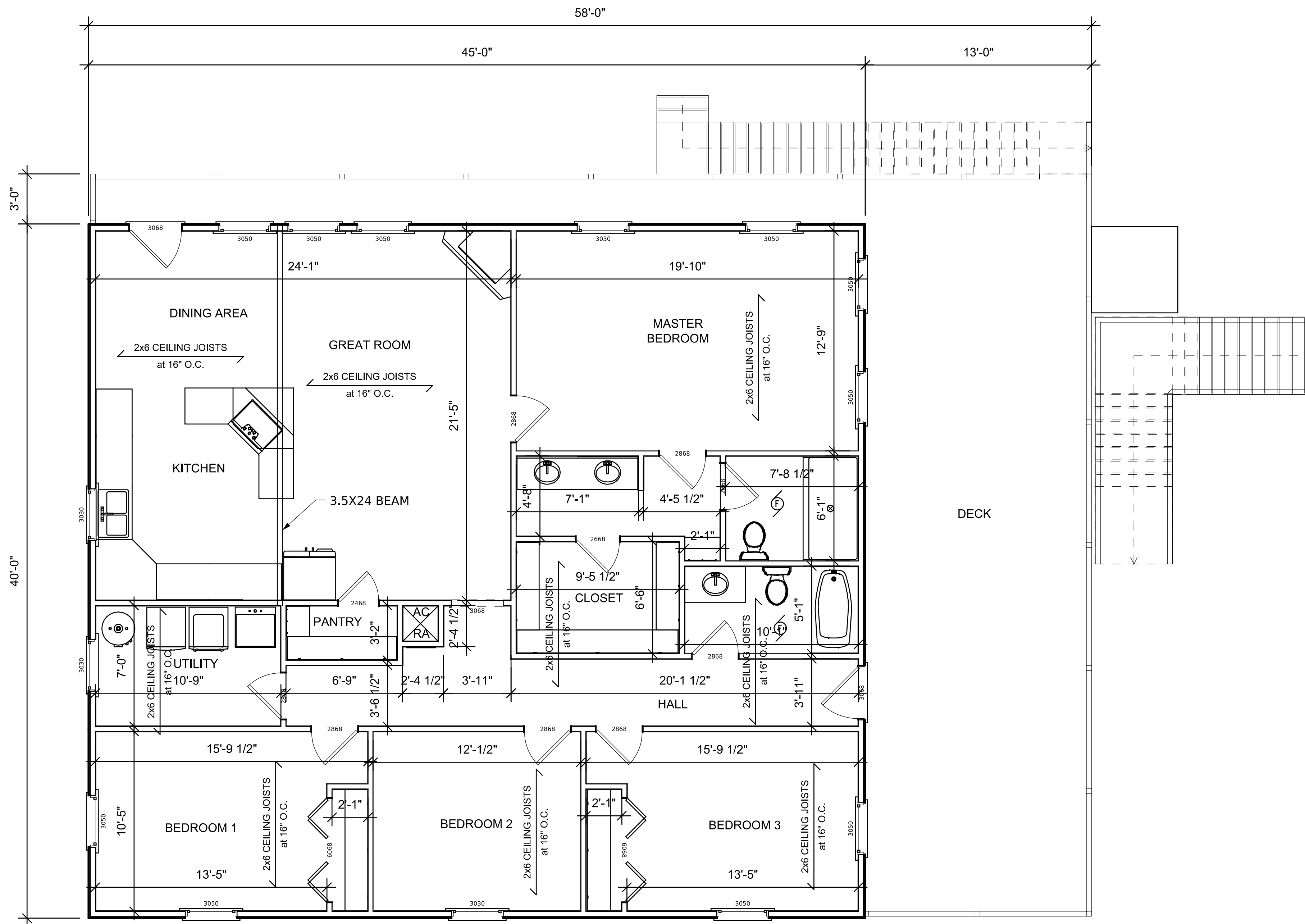
DRAWING: **FLOOR PLAN**  
1st Floor  
SCALE: 1/4" = 1'-0"    DATE: MAY 2023

DRAWN BY: VEF

CHECKED BY: VEF

APPROVED BY: VEF

SHEET:  
**4**



2nd Floor Area: 1800 sf

DESIGN DATA:  
2018 IRC  
WIND VELOCITY: 145 MPH (Vult.)  
IMPORTANCE CAT.: II  
EXPOSURE: C

GENERAL NOTES		
No.	REVISION/ISSUE	DATE

ORIENTATION

STAMP 5/11/2023

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK AND TO REPORT ANY DISCREPANCIES TO THE DESIGNER

VEF ENGINEERING

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

PROJECT NAME:

Nevarez House / Restaurant  
212 S. Commerce Street  
Port Lavaca, TX

CLIENT:

Kevin and Sasha Nevarez

DRAWING:

FLOOR PLAN  
2nd Floor

SCALE: 1/4" = 1'-0"      DATE: MAY 2023

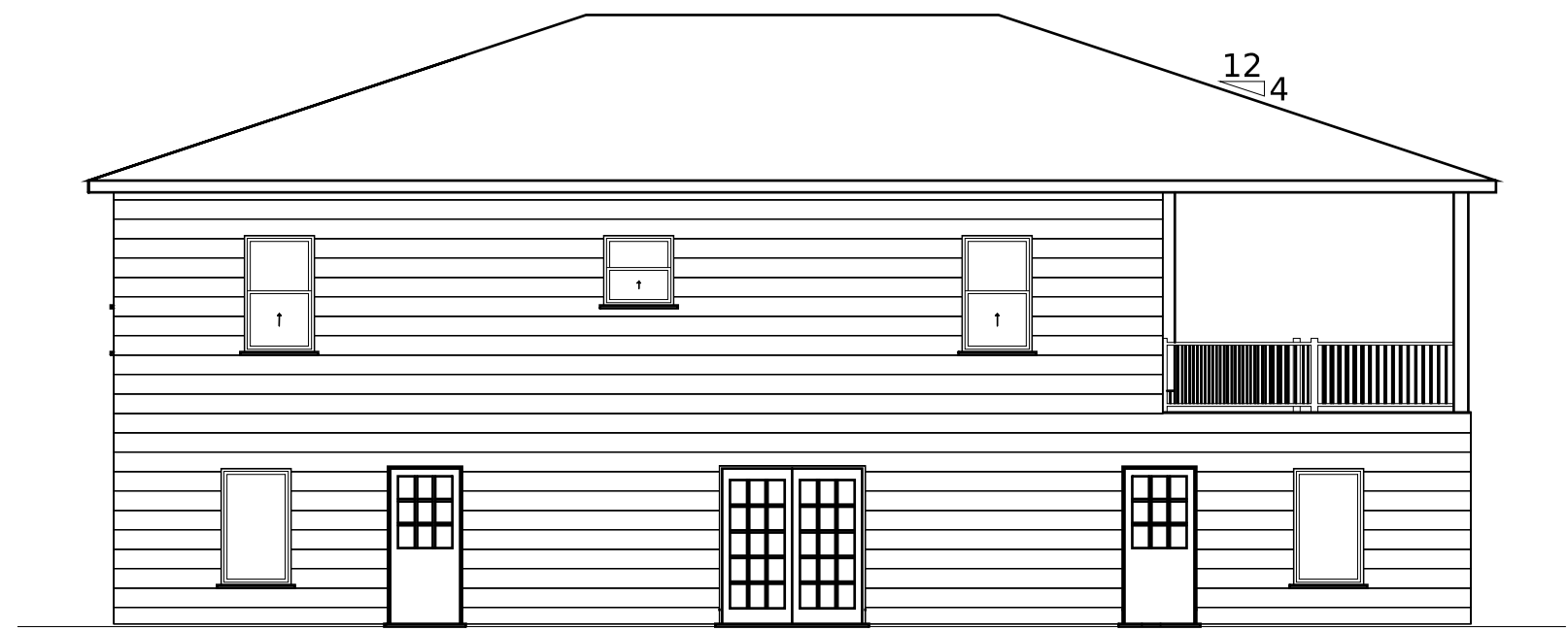
DRAWN BY: VEF

CHECKED BY: VEF

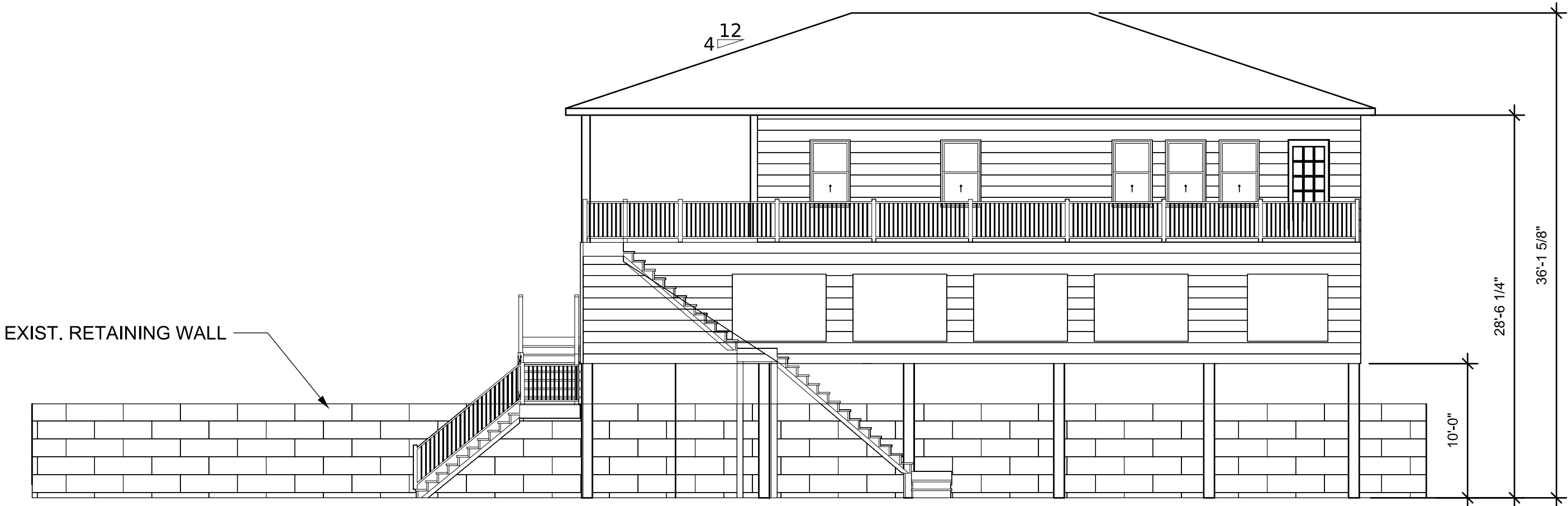
APPROVED BY: VEF

SHEET:

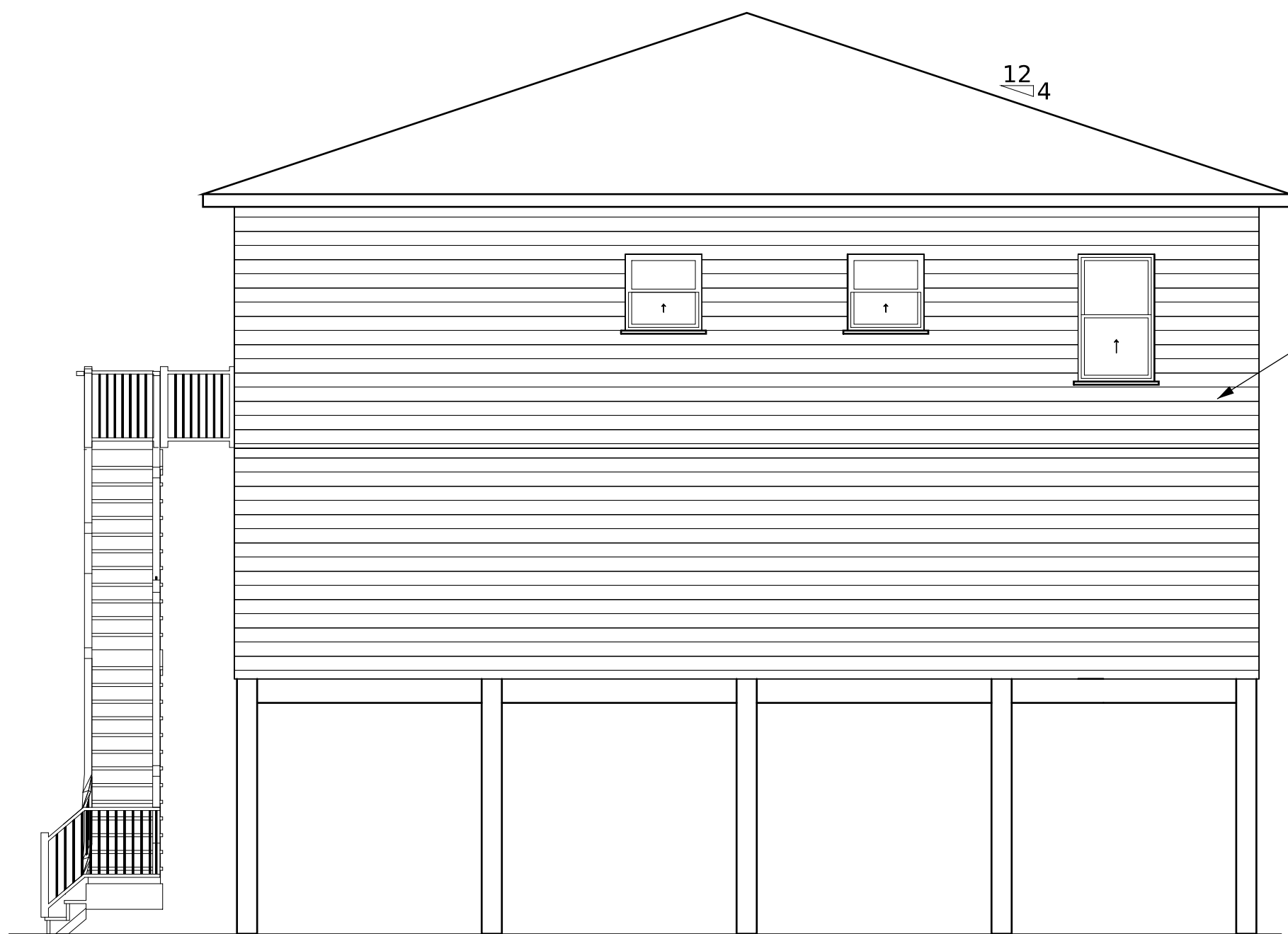
5



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

GENERAL NOTES		
No.	REVISION/ISSUE	DATE

ORIENTATION	STAMP 5/23/2023

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER  
AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS  
BEFORE COMMENCING WORK AND TO REPORT ANY  
DISCREPANCIES TO THE DESIGNER

**VEF ENGINEERING**

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

PROJECT NAME:

Nevarez House / Restaurant  
212 S. Commerce Street  
Port Lavaca, TX

CLIENT:

Kevin and Sasha Nevarez

DRAWING:

ELEVATIONS

SCALE: 1/8" = 1'-0"      DATE: MAY 2023

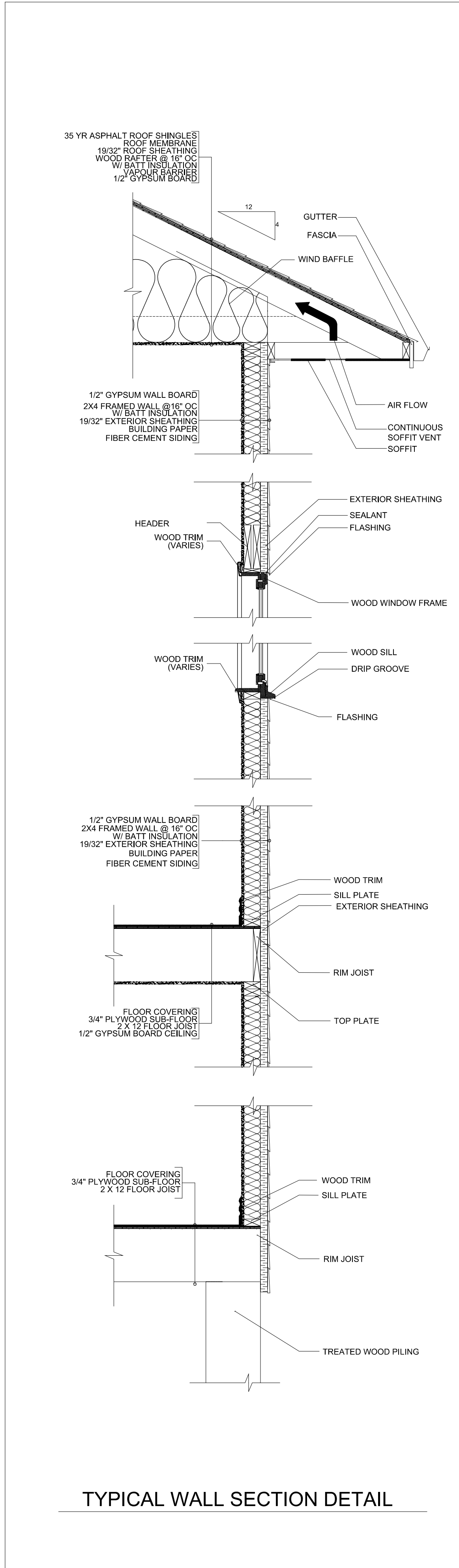
DRAWN BY:  
VEF

CHECKED BY:  
VEF

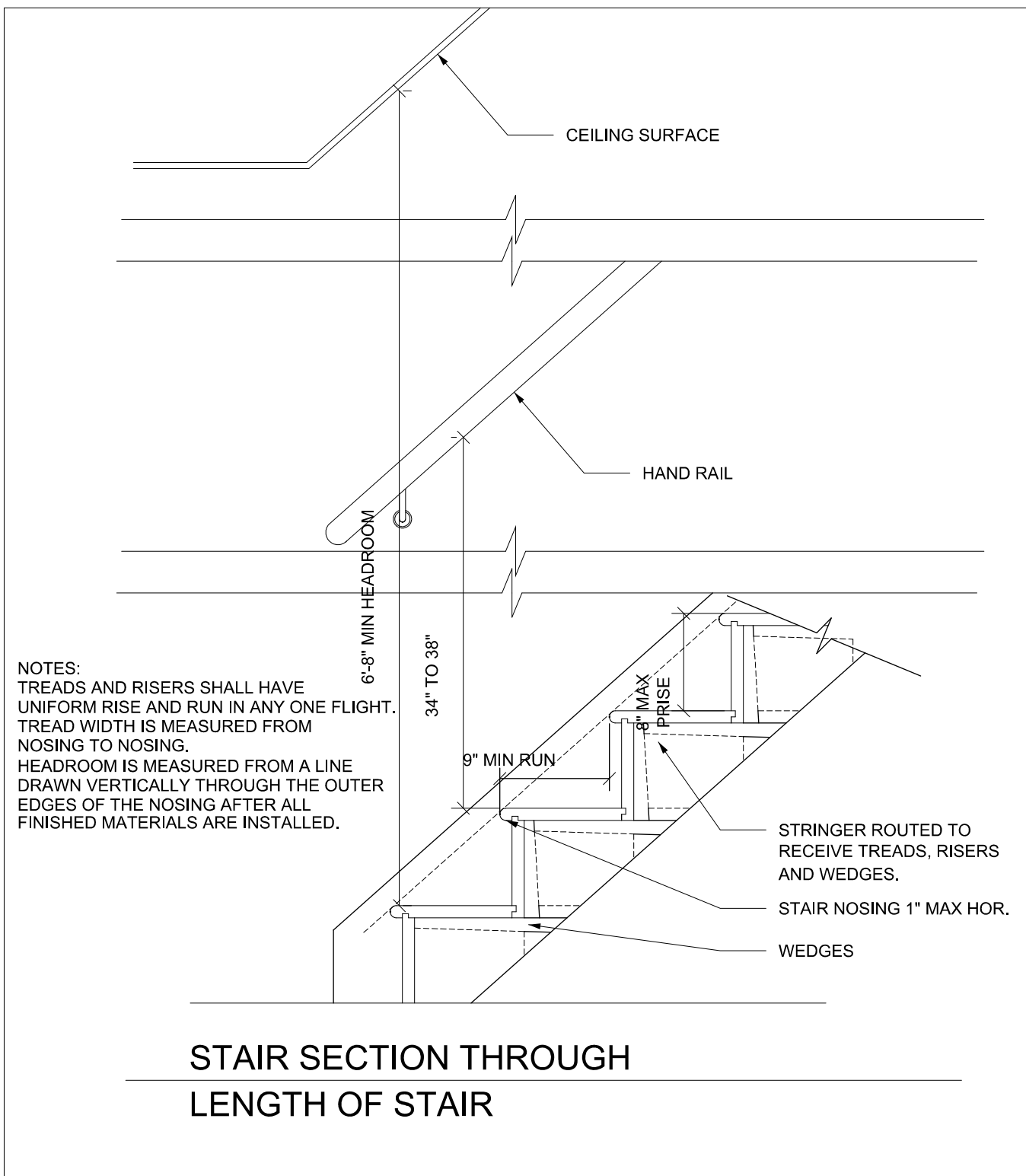
APPROVED BY:  
VEF

SHEET:

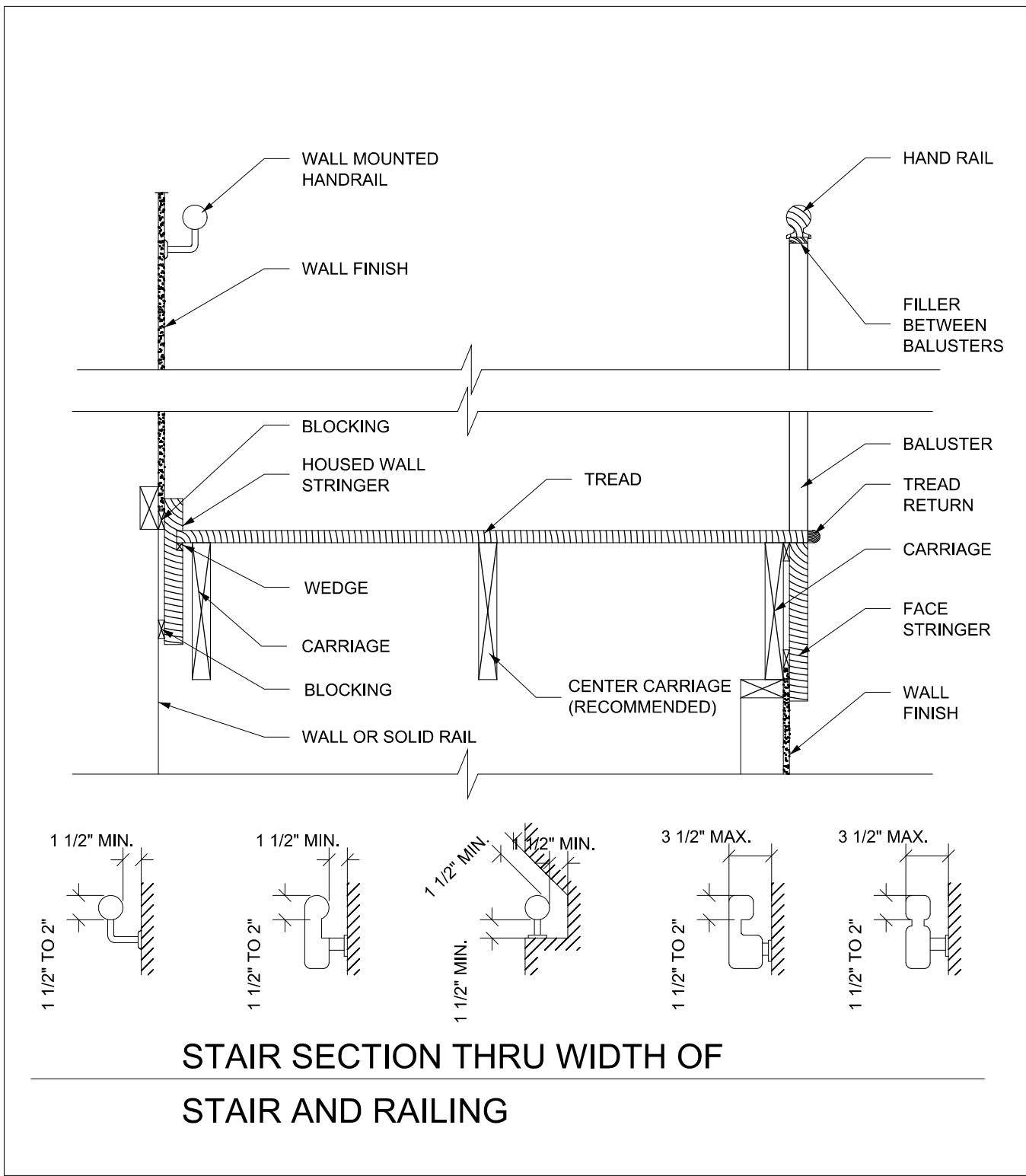
6



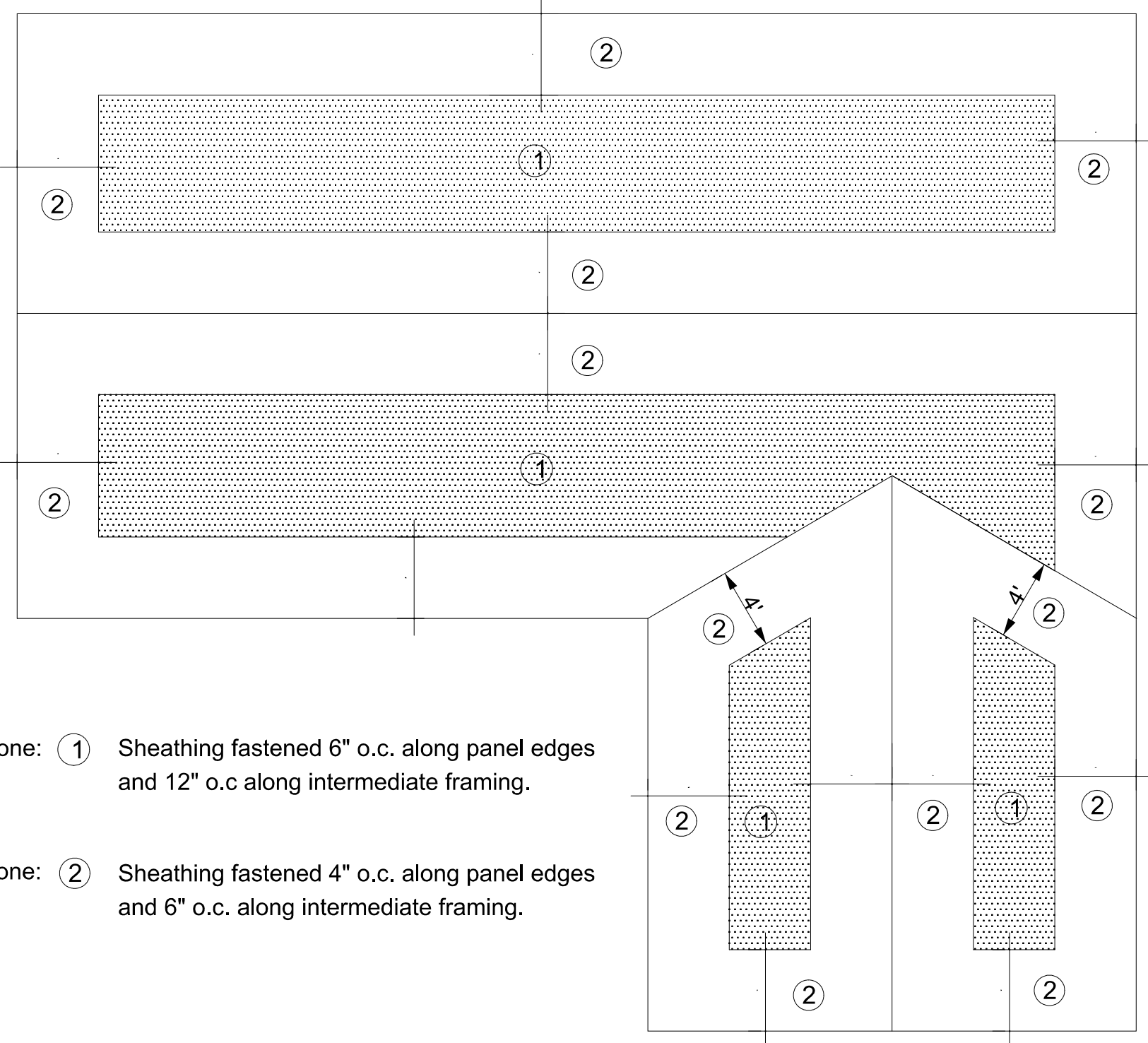
TYPICAL WALL SECTION DETAIL



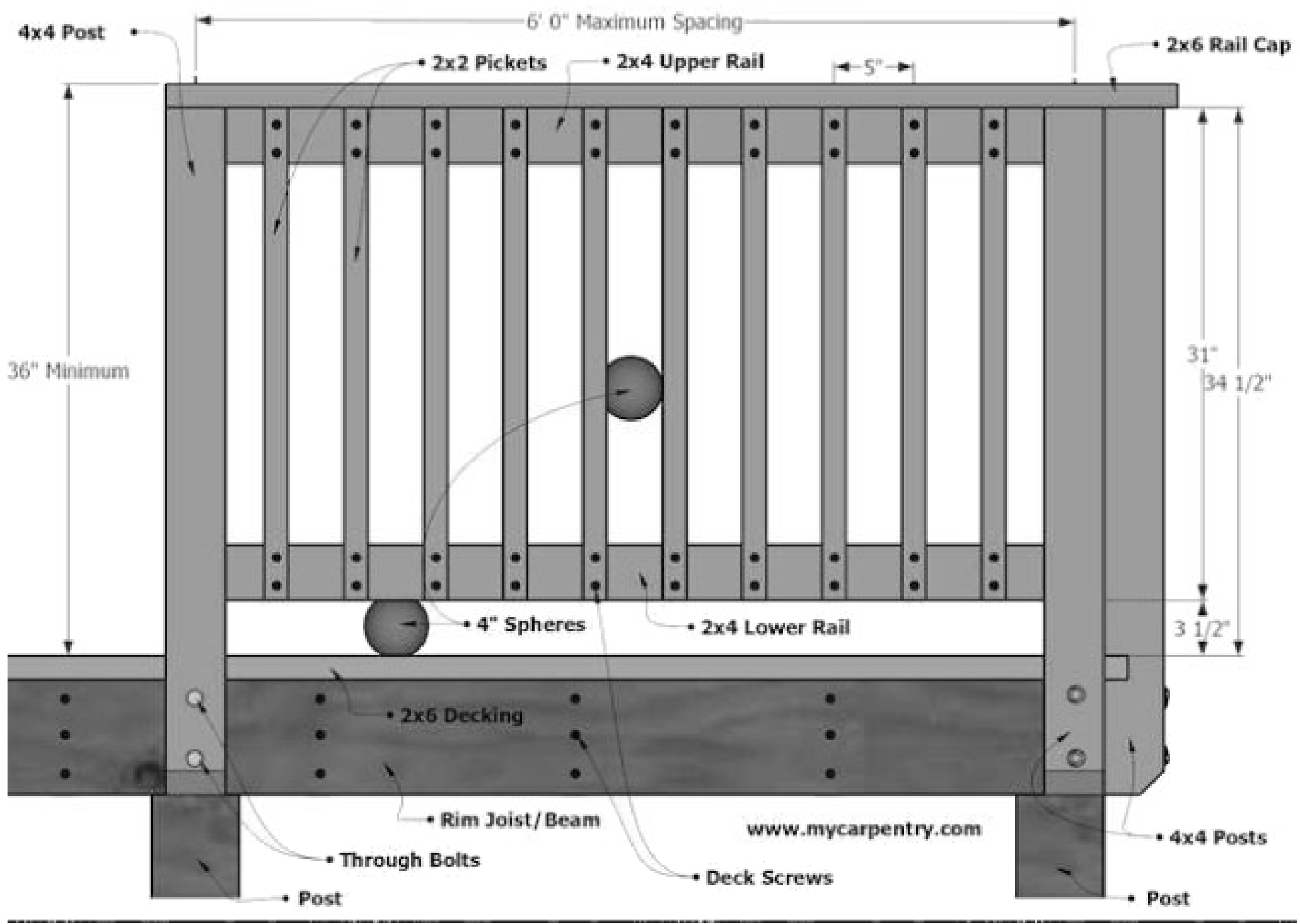
STAIR SECTION THROUGH  
LENGTH OF STAIR



STAIR SECTION THRU WIDTH OF  
STAIR AND RAILING



ROOF SHEATHING ATTACHMENT




RAILING DETAIL

GENERAL NOTES

No.	REVISION/ISSUE	DATE

ORIENTATION

STAMP  
5/11/2023  


ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER  
AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS  
BEFORE COMMENCING WORK AND TO REPORT ANY  
DISCREPANCIES TO THE DESIGNER

VEF ENGINEERING

527 Elmhurst Drive  
Port Lavaca, TX 77979  
(361) 920-6240  
TX Firm No. 17596

PROJECT NAME:

Nevarez House / Restaurant  
212 S. Commerce Street  
Port Lavaca, TX

CLIENT:

Kevin and Sasha Nevarez

DRAWING:

DETAILS

SCALE: NTS

DATE: MAY 2023

DRAWN BY:  
VEF

CHECKED BY:  
VEF

APPROVED BY:  
VEF

SHEET:

13

## COMMUNICATION

**SUBJECT:** Consider recommendation of the Planning Board for approval of a conceptual plan for a Light Industrial Park to be located on Alcoa Drive within the city limits of Port Lavaca, property ID #40091. The legal description for this parcel is A0137 Samuel Shupe, Tract PT 3, Acres 29.31, Port Lavaca, Calhoun County, Texas. Presenter is Derrick Smith

---

## INFORMATION:

---

**CITY OF PORT LAVACA**

---

**MEETING:** JUNE 12, 2023

**DATE:** 06.08.2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** At the recommendation of the Planning Board, consider and discuss a conceptual light industrial park to be located on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 40091. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 29.31, Port Lavaca, Calhoun County, Texas.

---

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

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

*The applicant Henry LaBrie is proposing to develop a light industrial park on Alcoa Drive. The development will begin with the construction of two buildings on the northeast corner of the property and will continue developing the property as businesses show interest.*

*The first building will be for AmSpec, a testing, inspection and certification company who works with the plants, and will build as there is a need and desire per Tate Malpass, representative for the development. AmSpec will have an office facility, warehouse space, lab space and yard for trucks which will be gated. A majority of the building will be office space and the latter will be office and lay-down yard.*

**Future Land Use Map:**

*The designation of the parcel is not in accordance with the Future Land Use Map. The proposed area is designated as multi-family.*

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

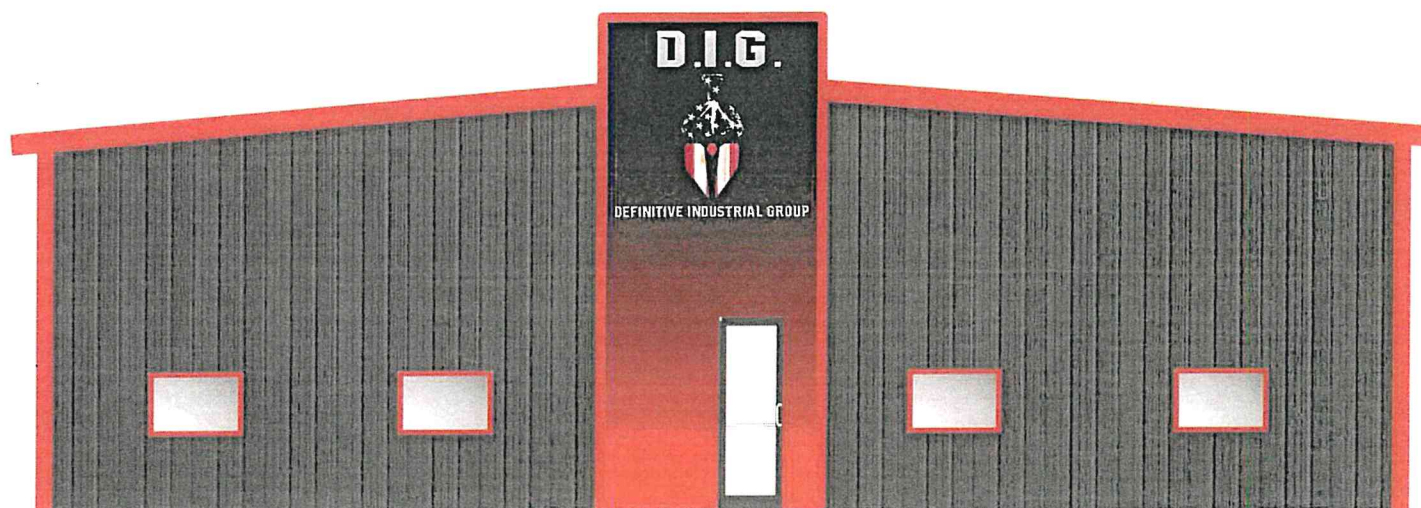
**Planning Board Recommendation:** The location is designated for multi-family dwellings however, as there has not yet been any plans for this type of building in the area, APPROVAL of a conceptual light industrial park to be located on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 40091. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 29.31, Port Lavaca, Calhoun County, Texas.

**Attachments:**

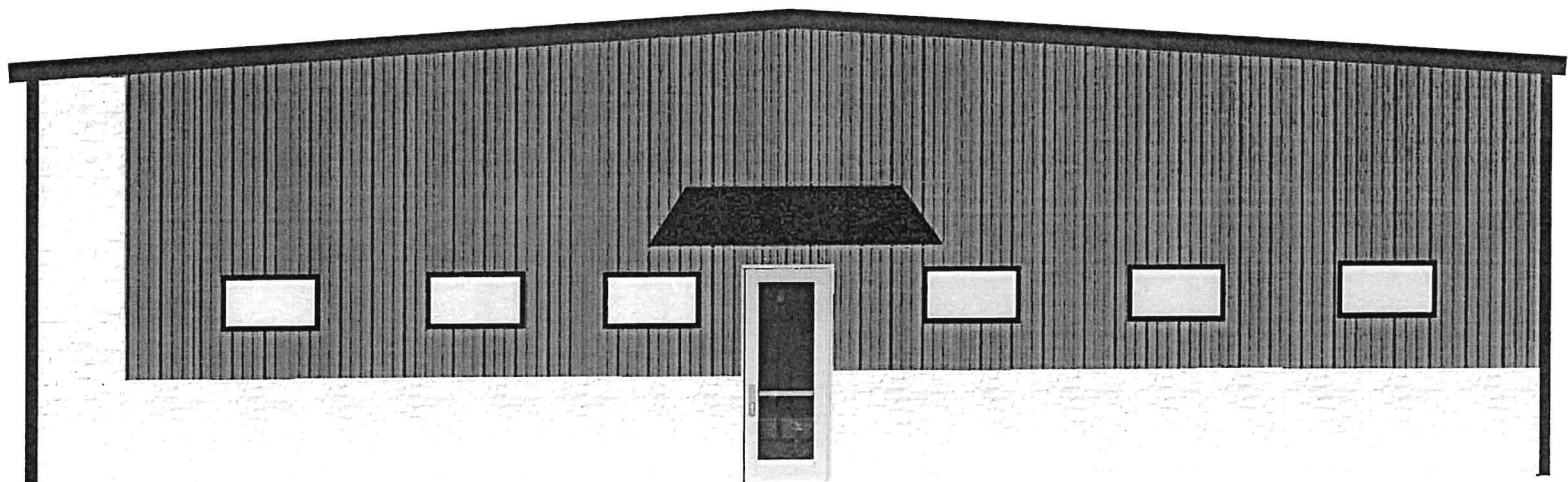
- CAD Map
- Site Plan with Address
- Conceptual Plan Packet

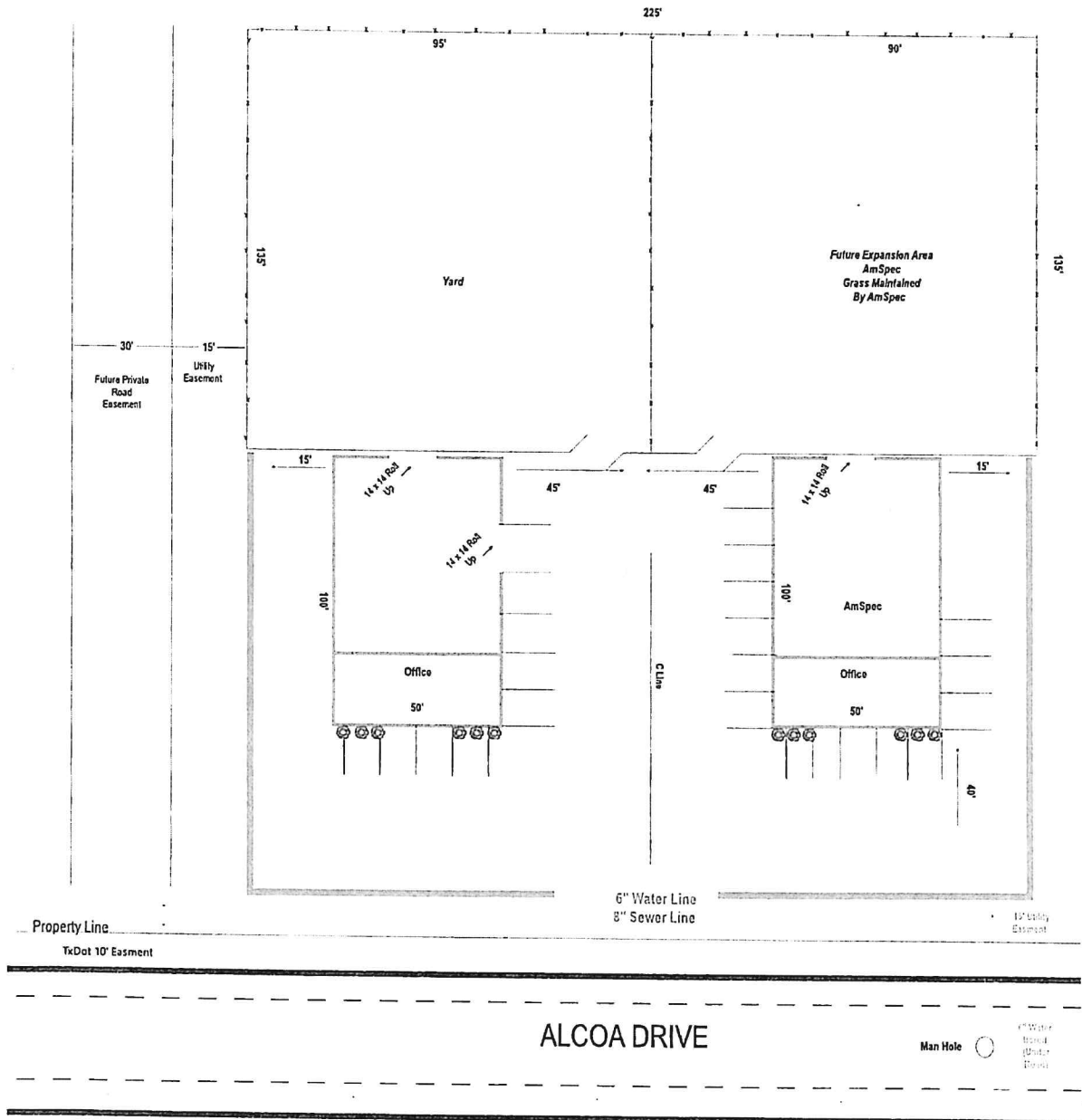




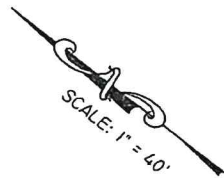
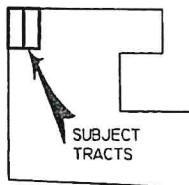








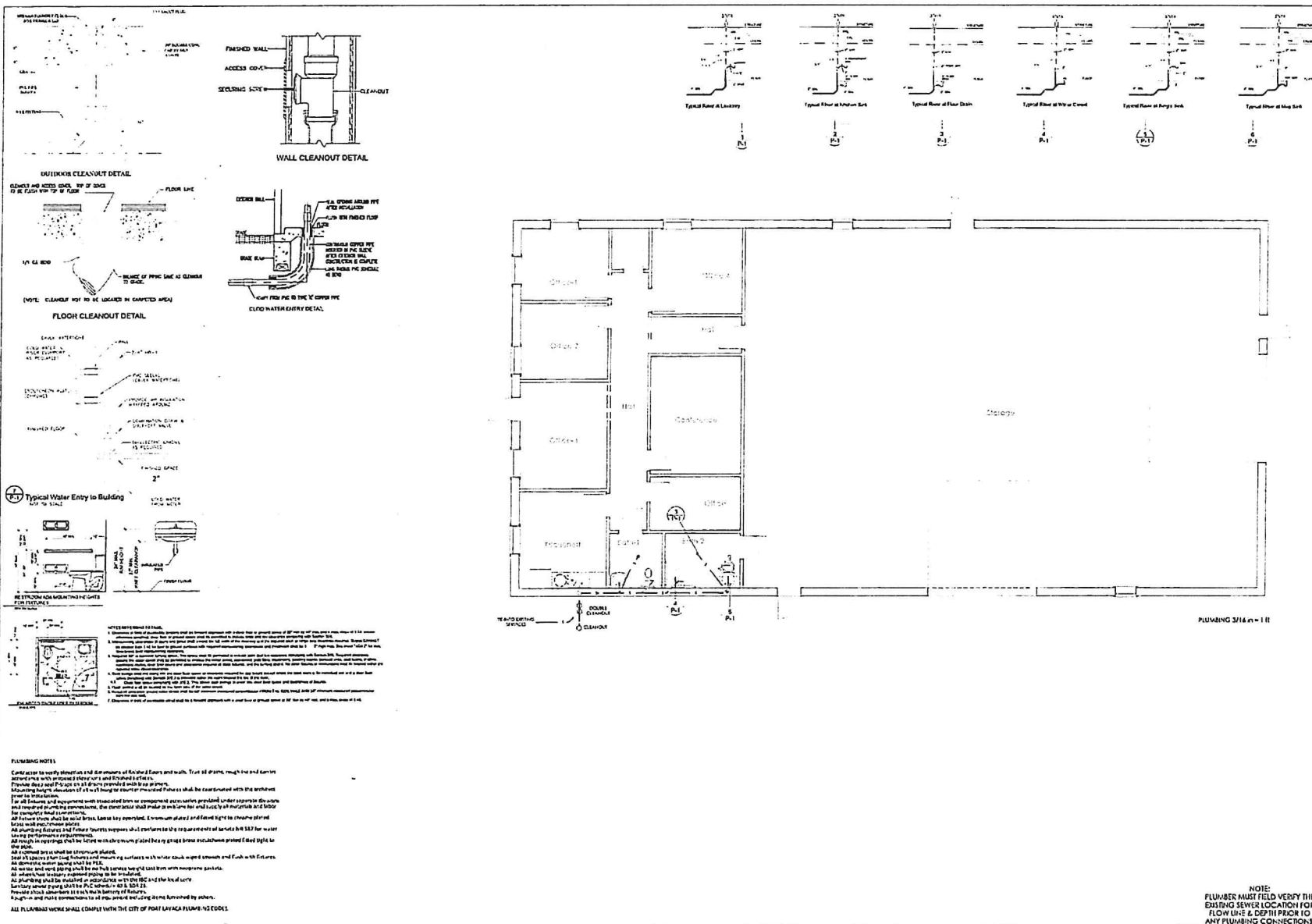
ALCOA DRIVE



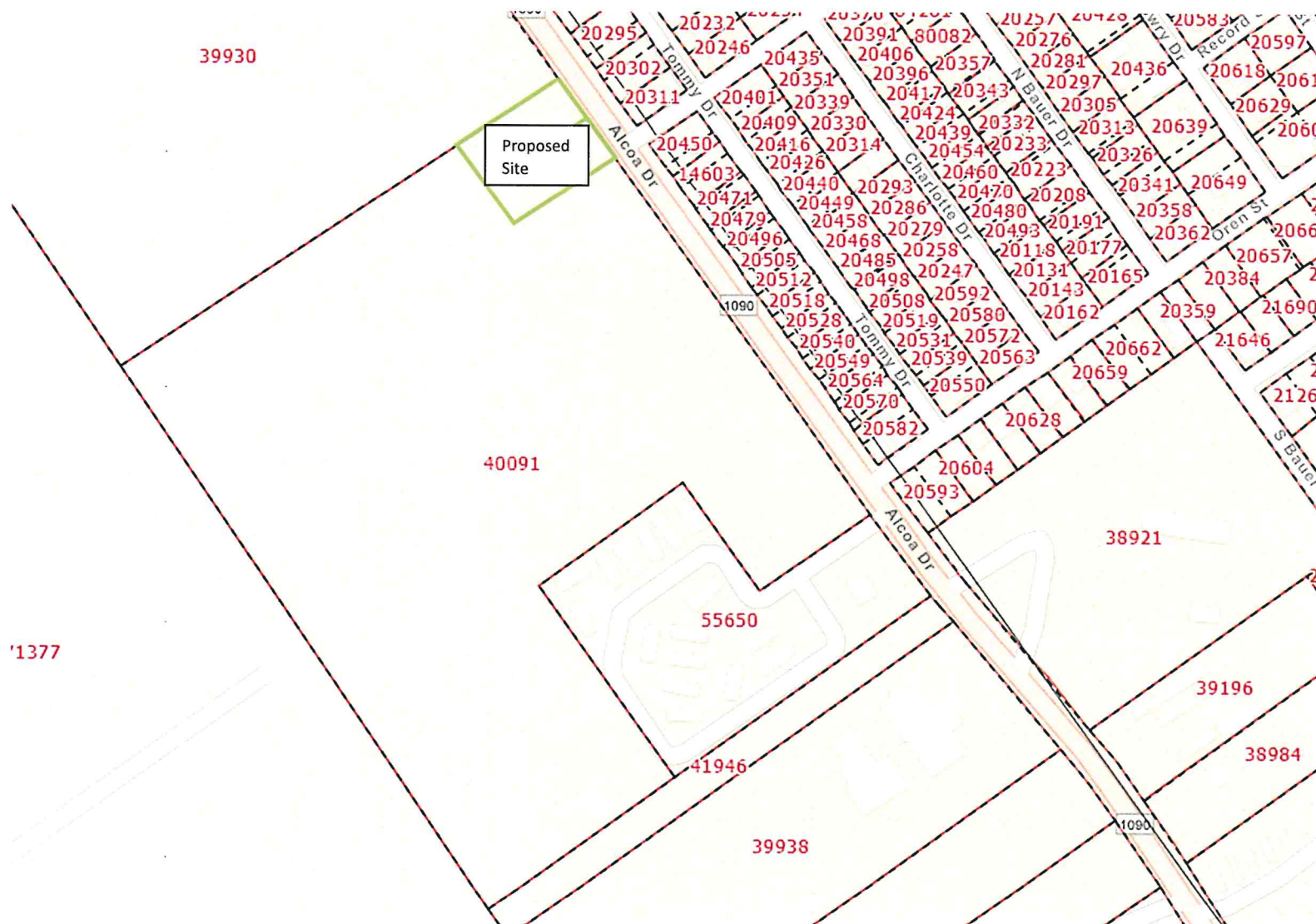
SITE SKETCH  
OUT OF A 29.41 ACRE TRACT  
SAMUEL SHUPE SURVEY  
ABSTRACT NO. 137  
CALHOUN COUNTY, TEXAS

**Access**  
**Surveyors, LLC**  
Commercial - Industrial - Residential  
11025 Old Voth Road - Beaumont, Texas 77713  
Telephone (409) 838-6322 Facsimile 838-6122  
www.access-surveyors.com & rpls5163@aol.com  
File: 2023163 Firm: No. 10136400 Technician: A.M. LEA





## Proposed Alcoa Drive Development



## COMMUNICATION

**SUBJECT:** Consider recommendation of the Planning Board and discuss approval of the conceptual plan and Preliminary Subdivision Replat for Lot 2A, Block 1, of the Janav Subdivision (1782 State HWY 35 N). Presenter is Derrick Smith

---

## INFORMATION:

## CITY OF PORT LAVACA

**MEETING:** JUNE 12, 2023 **AGENDA ITEM** \_\_\_\_\_

**DATE:** 06.08.2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** At the recommendation of the Planning Board, consider and discuss approval of a replat and conceptual plan for a fast-food restaurant for Lot 2A, Block 1, of the Janav Subdivision (1782 State HWY 35 N).

**Sec. 42-106. - Application—Required.**

The subdivider or his duly authorized representative shall appear before the planning commission, at an official meeting, and submit a formal application for replat approval.

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

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

**Sec. 42-5. - Policy.**

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

*The applicant is compliant with the replat process prior to submitting plans for construction.*

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

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

*The intent of this request is for the sale of a 1.058-acre tract of land for a proposed restaurant. The property will have a shared entrance drive with the adjacent hotel.*

**Department Comments:**

**Engineering:** A replat must show sanitary sewer and storm water services shared by the adjoining property owner. The seller (adjacent property owner) is providing access to the existing detention pond for an enlargement in order to handle the runoff from this Lot 2A. The seller is providing access to the public sewer system via a private sewer line that drains to the public sewer on SH 238 (the same line that serves Hampton Inn.

**Fire:**

**Public Works:** The Lot has access to public water and public sewer via a private sewer line.

**Development Services:** Adjacent to Hwy 35 N, a minimum five-foot ADA compliant sidewalk will need to be included in the development.

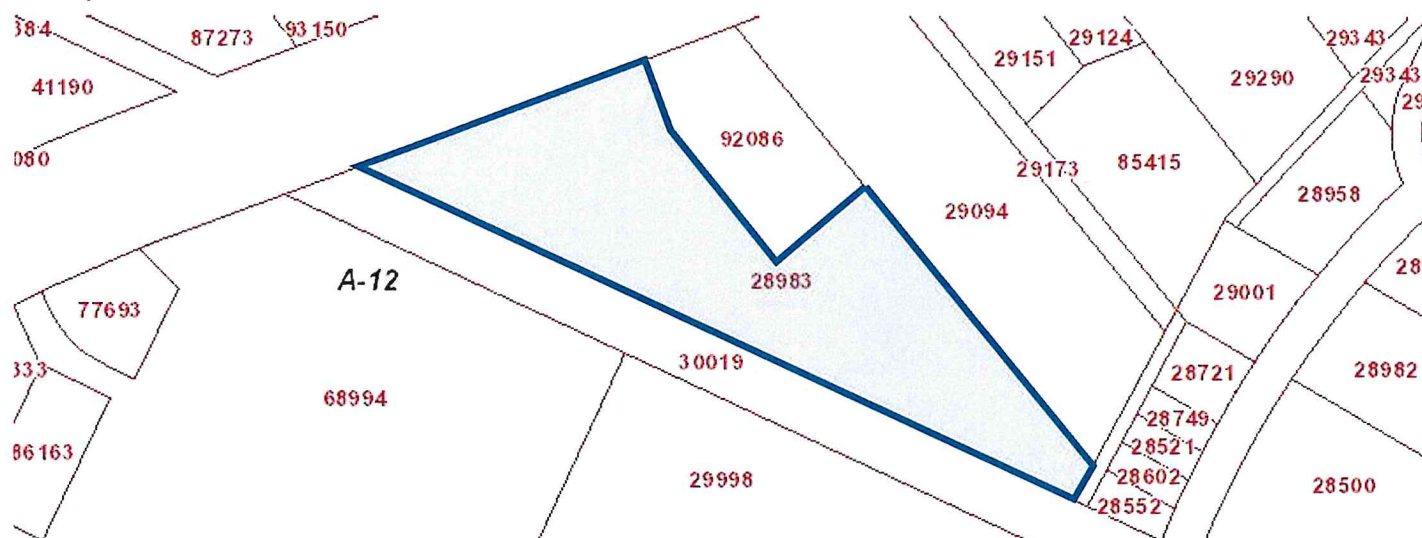
**Planning Board Recommendation:** Approval of a replat and conceptual plan for a fast-food restaurant for Lot 2A, Block 1, of the Janav Subdivision (1782 State HWY 35 N), .

**Staff Recommendation:** approval of the submitted conceptual plan and, with consideration of the commitment letter from the seller to provide access to the private sanitary sewer and storm sewer facilities, approve the Partial Replat for a fast-food restaurant for Lot 2A, Block 1, of the Janav Subdivision (1782 State HWY 35 N), with the stipulation that a revised replat is submitted and recorded showing all private easements in the Janav Subdivision prior to issuance of the Certificate of Occupancy for Lot 2A.

**Attachments:**

- Partial Replat No. 1
- Site Plan
- Topographic Survey
- Utility Plan

## Map



## Property Details

## ccount

roperty ID: 28983 Geographic ID: S0177-00010-0001-00

/pe: Real Zoning:

roperty Use: Condo:

## ocation

## itus Address:

ap ID: S0177-00010-0001-00 Mapsco: 1550

egal Description: JANAV SUBD (PORT LAVACA), BLOCK 1, LOT 2, ACRES 8.38

bstract/Subdivision: S0177 - JANAV SUBD (PORT LAVACA)

ighborhood: 1550

## wner ⓘ

wner ID: 116608

ame: JANAV INVESTMENT LLC

## gent:

ailing Address: 22790 US HWY 59 N  
KINGWOOD, TX 77339

Ownership: 100.0%

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

## Property Values



HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS  
3250 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400  
BPE FIRM REGISTRATION 6475 | TOLLE FIRM REGISTRATION 61019374

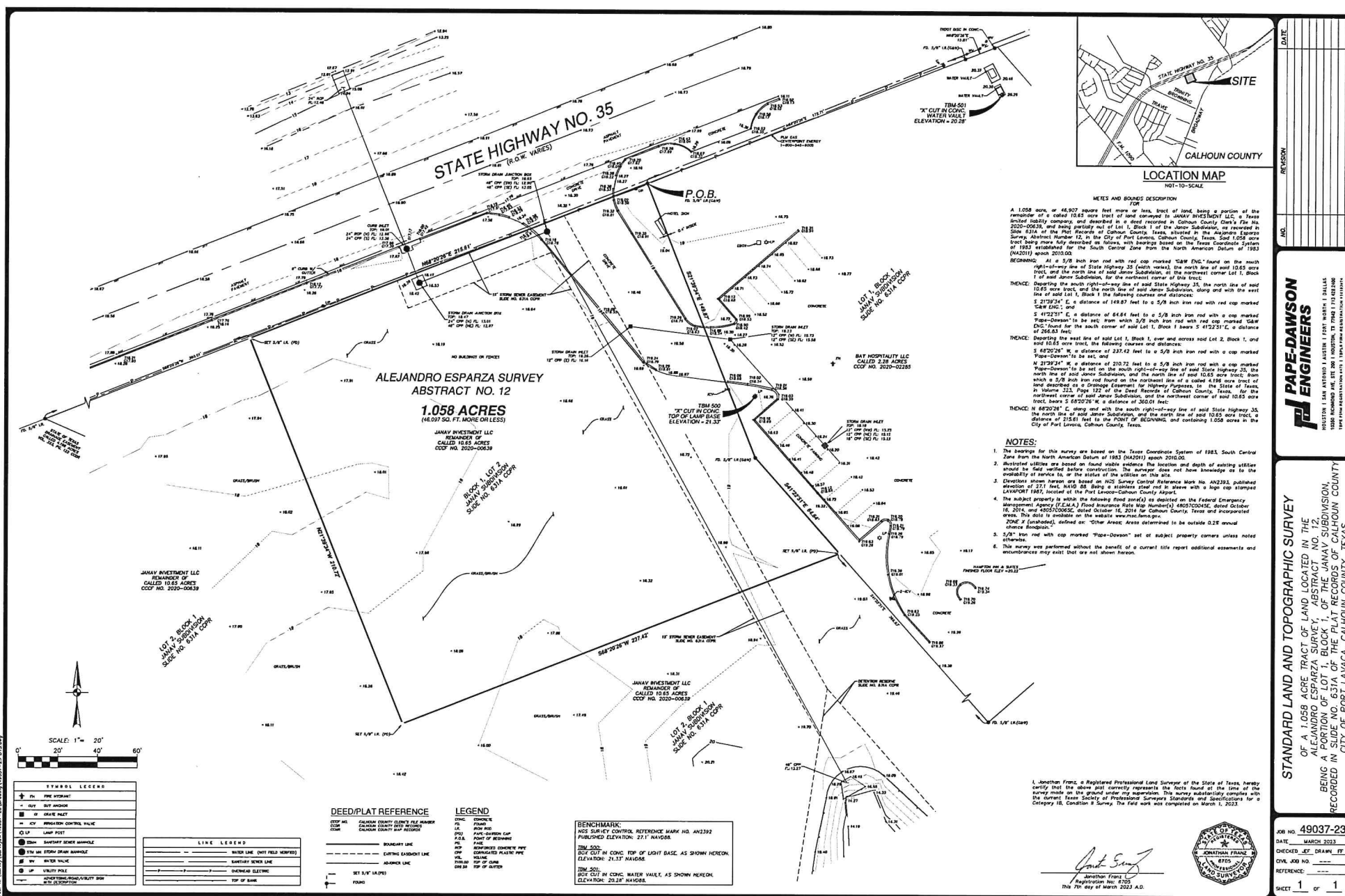
**LEGEND**

●	FOUND IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 5/8" IRON ROD (PO)
○	CALHOUN COUNTY CLERK'S FILE
○	CALHOUN COUNTY DEED RECORD
○	CALHOUN COUNTY PLAT RECORD
○	FOUND
○	IRON ROD
○	PAPE-CANSON
○	RIGHT-OF-WAY
○	SQUARE FEET

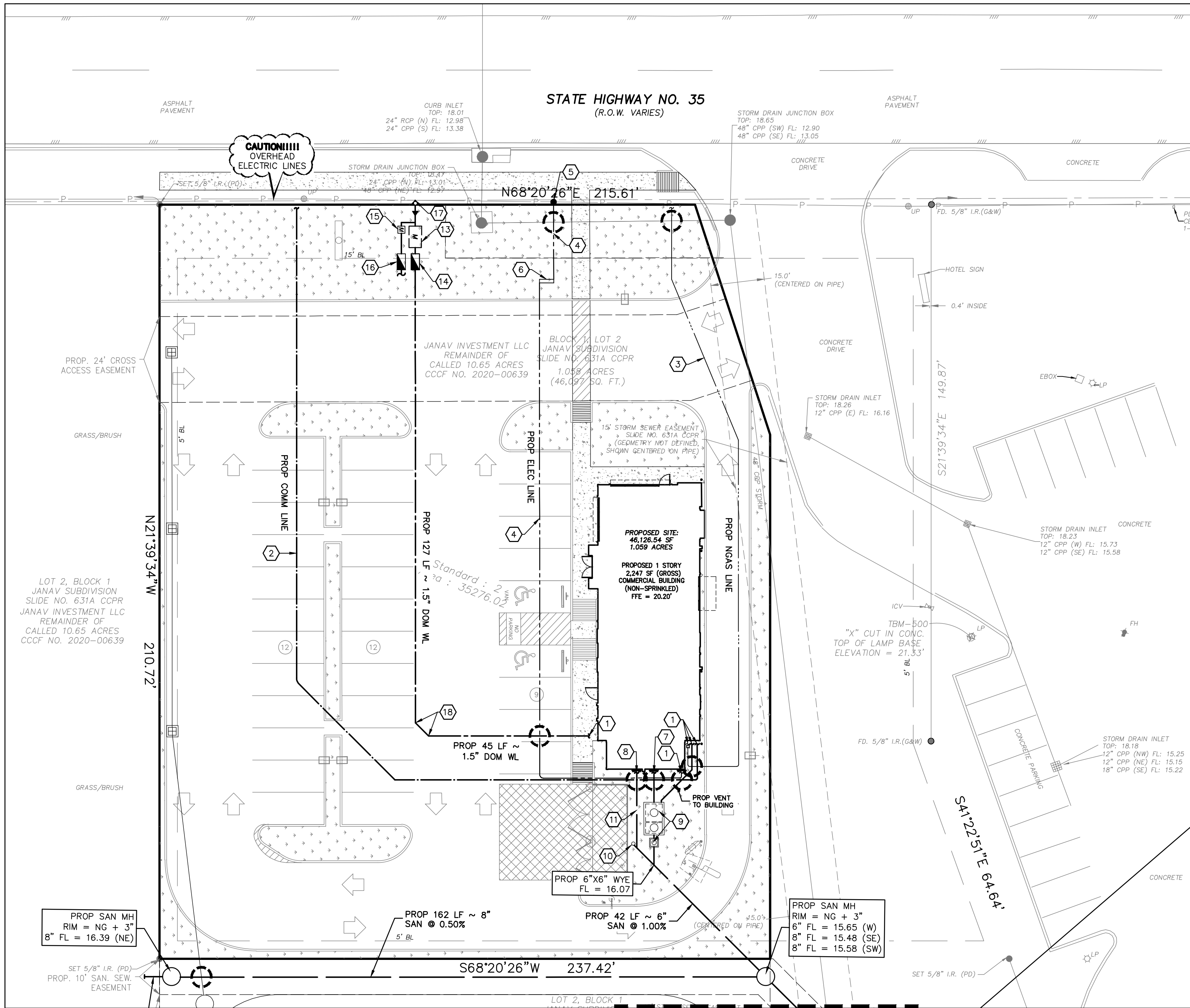
EDWARD J. FRANZ  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 87905

186 K:\Survey\Survey23\48027-23\Drawing\48027-23









COORDINATE WITH OWNER  
ON IF STUB IS TO BE  
PROVIDED. OFFSITE FORCE  
MAIN WILL BE REQUIRED  
IN ORDER TO TIE-IN TO MH

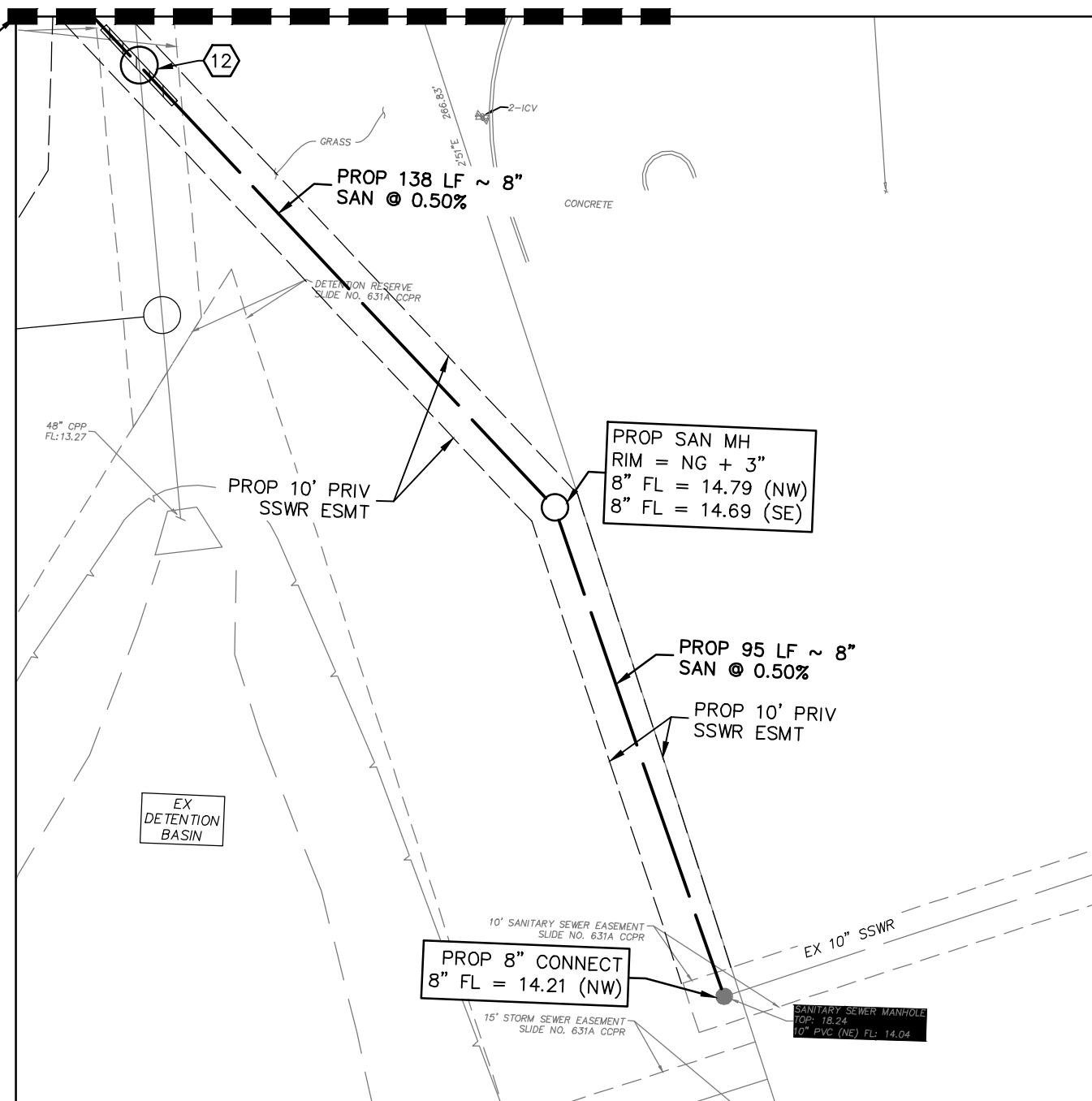
CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL

Texas One Call System  
1-800-245-4545

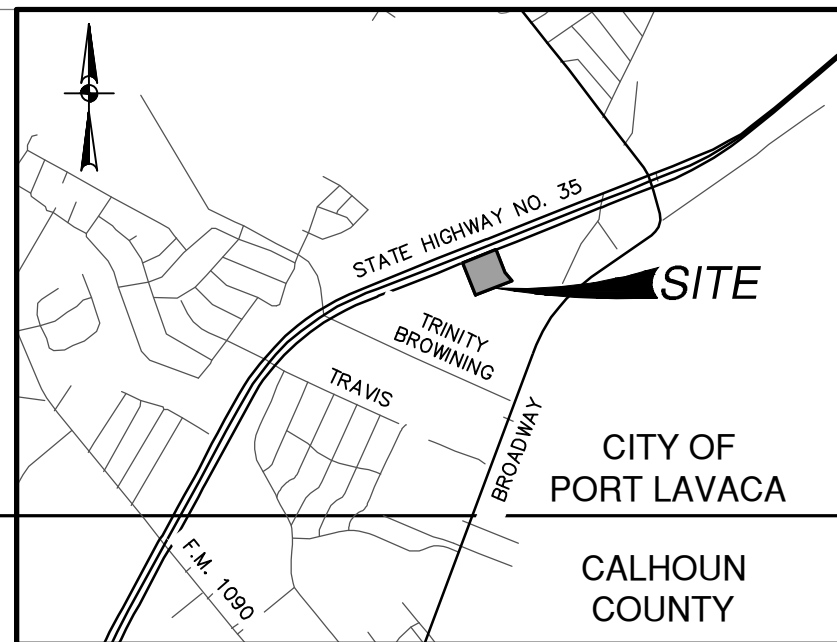
## KEY NOTES

- GENERAL:**
- CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
  - PROPOSED COMMUNICATIONS LINE. CONTRACTOR TO COORDINATE INSTALLATION WITH TELECOMMUNICATIONS COMPANY.
  - CONTRACTOR TO COORDINATE EXACT GAS LINE ROUTING AND CONNECTION POINT TO MAIN WITH SERVICE PROVIDER (AMERICAN ELECTRIC POWER).
  - PROPOSED UNDERGROUND POWER. COORDINATE WITH SERVICE PROVIDER FOR EXACT LOCATION. LINE SHOWN FOR SCHEMATIC PURPOSES ONLY.
  - PROPOSED POWER POLE BY SERVICE PROVIDER
  - PROPOSED METER RACK WITH DISCONNECT. COORDINATE WITH SERVICE PROVIDER (AEP).
- SANITARY SEWER:**
- SANITARY SEWER AT BUILDING. PROPOSED 6" INV = 16.45. REFERENCE MEP PLANS FOR TWO-WAY CLEANOUT AT SITE / BUILDING INTERFACE.
  - SANITARY SEWER AT BUILDING PROPOSED 6"x4" REDUCER PLACED DOWNSTREAM OF TWO-WAY CLEANOUT. 6" INV = 16.35. REFERENCE MEP PLANS FOR TWO-WAY CLEANOUT AT SITE / BUILDING INTERFACE.
  - GREASE INTERCEPTOR AND SAMPLE WELL (SEE MEP PLANS FOR SIZE) INV IN= 16.37 INV OUT= 16.12
  - SANITARY CLEANOUT INV = 16.14
  - PROP 21 LF ~ 6" SAN @ 1.00%
  - PROP CONFLICT MANHOLE RIM = NG + 3"
  - PROP SAN TO PASS THROUGH MH. CENTER ONE FULL PIPE JOINT OF SANITARY WITHIN MANHOLE. USE 12" MIN SPLIT SLEEVE SCH 40. STEEL CASING W/ PROTECTIVE RUST-PROOF COATING (MIN. 40 MILS THICK). WRAP BOTH JOINTS OF SANITARY ON EITHER SIDE OF MANHOLE WITH 16 MILS POLYETHYLENE DOUBLE WRAP

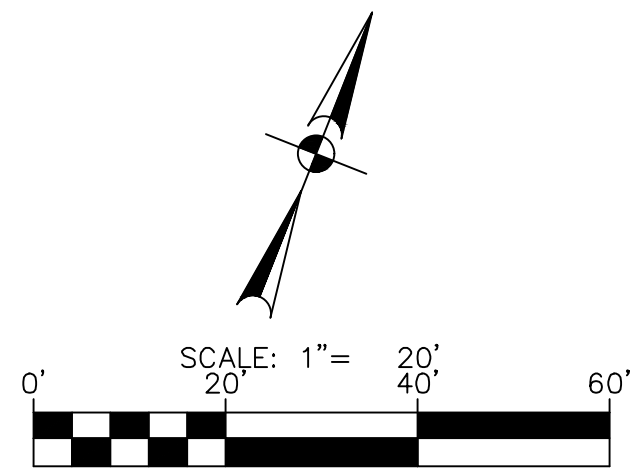
- WATER:**
- 1 ~ 1 1/2" DOMESTIC WATER METER
  - 1 ~ 1 1/2" DOMESTIC WATER REDUCED PRESSURE BACKFLOW PREVENTER. COORDINATE PROTECTION AND INSULATION WITH OWNER.
  - 1 ~ 1" IRRIGATION METER
  - 1 ~ 1" IRRIGATION WATER REDUCED PRESSURE BACKFLOW PREVENTER. COORDINATE PROTECTION AND INSULATION WITH OWNER. REFERENCE LANDSCAPE PLANS FOR CONTINUATION OF IRRIGATION LINE.
  - PROP 8"x1.5" SADDLE TAP W/ CORPORATION STOP. FIELD VERIFY LOCATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION. LOCATE WATER METER WITHIN R.O.W. IF POSSIBLE. WATER METER EASEMENT WILL BE REQUIRED IF METER METER CANNOT BE LOCATED WITHIN R.O.W.
  - 1~45' BENDS



SCALE: 1" = 30'



LOCATION MAP  
NOT-TO-SCALE



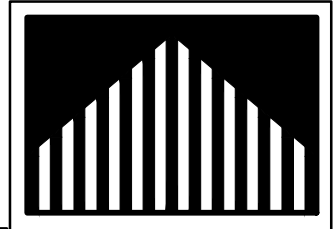
## LEGEND

	PROPERTY LINE
	EXISTING BUILDING LINE SETBACK
	EXISTING EASEMENT
	CAUTION!!! UTILITY CROSSING!!!
	EXISTING FIRE HYDRANT AND GATE VALVE
	EXISTING GAS MAIN/LINE TO REMAIN
	EXISTING WATER METER
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED GREASE INTERCEPTOR AND SAMPLE WELL
	PROPOSED STORM SEWER CATCH BASIN
	PROPOSED 6" SANITARY SEWER CLEANOUT
	EXISTING FIRE HYDRANT AND GATE VALVE
	PROPOSED WATER METER AND BACKFLOW PREVENTER
	PROPOSED WATER LINE
	PROPOSED STORM SEWER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED UNDERGROUND ELECTRIC LINE
	PROPOSED COMMUNICATIONS CONDUIT
	PROPOSED NATURAL GAS LINE
	EXISTING SANITARY SEWER LINE

CAUTION!!  
EXACT LOCATIONS OF EXISTING UTILITIES HAVE NOT  
BEEN FIELD VERIFIED. CONTRACTOR TO VERIFY EXACT  
LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION  
AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL

Texas One Call System  
1-800-245-4545



Castles  
Design  
Group

A Professional Corporation  
3801 Kirby Dr., Suite 600  
Houston, Texas 77098  
tel: 713 664 7974  
fax: 713 664 9756

THIS DOCUMENT IS RELEASED  
FOR INTERIM REVIEW UNDER  
THE AUTHORIZATION OF  
NATHAN C. BILLIOT, P.E.  
(#96488) AND IS NOT TO BE  
USED FOR CONSTRUCTION.

**PAPE-DAWSON  
ENGINEERS**  
10380 RICHMOND AVE. SUITE 200  
HOUSTON, TEXAS 77042  
PHONE: 713.428.2400  
FAX: 713.428.2420  
TBP, FIRM REGISTRATION # 470  
TBP, FIRM REGISTRATION # 10193974

DATE	REMARKS

CONTRACT DATE: 02/17/2023  
BUILDING TYPE: END, MED 40  
WM UPLOAD DATE: 04/07/2023  
BRAND DESIGNER: FRANK WANCHO  
SITE NUMBER:  
STORE NUMBER: 41331  
PA/PM:  
DRAWN BY: RR  
JOB NO.: 202212-1318

ENDEAVOR 2.0

1782 STATE HIGHWAY 35 N  
PORT LAVACA, TEXAS 77799

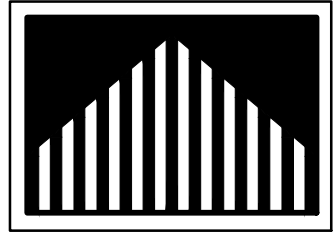


ENDEAVOR 2.0

UTILITY PLAN

C5.00





Castles  
Design  
Group

A Professional Corporation  
3801 Kirby Dr., Suite 600  
Houston, Texas 77098  
tel: 713 664 7974  
fax: 713 664 9756

THIS DOCUMENT IS RELEASED  
FOR INTERIM REVIEW UNDER  
THE AUTHORIZATION OF  
NATHAN C. BILLIOT, P.E.  
(#66488) AND IS NOT TO BE  
USED FOR CONSTRUCTION.

**PAPE-DAWSON  
ENGINEERS**

10350 RICHMOND AVE., SUITE 200  
HOUSTON, TEXAS 77042  
PHONE: 713.428.2400  
FAX: 713.428.2420  
TBP, FIRM REGISTRATION # 470  
TBP, FIRM REGISTRATION # 10193974

DATE	REMARKS

CONTRACT DATE: 02/17/2023

BUILDING TYPE: END, MED 40

WM UPLOAD DATE: 04/07/2023

BRAND DESIGNER:FRANK WANCHO

SITE NUMBER:

STORE NUMBER: 41331

PA/PM:

DRAWN BY: RR

JOB NO.: 202212-1318

ENDEAVOR 2.0

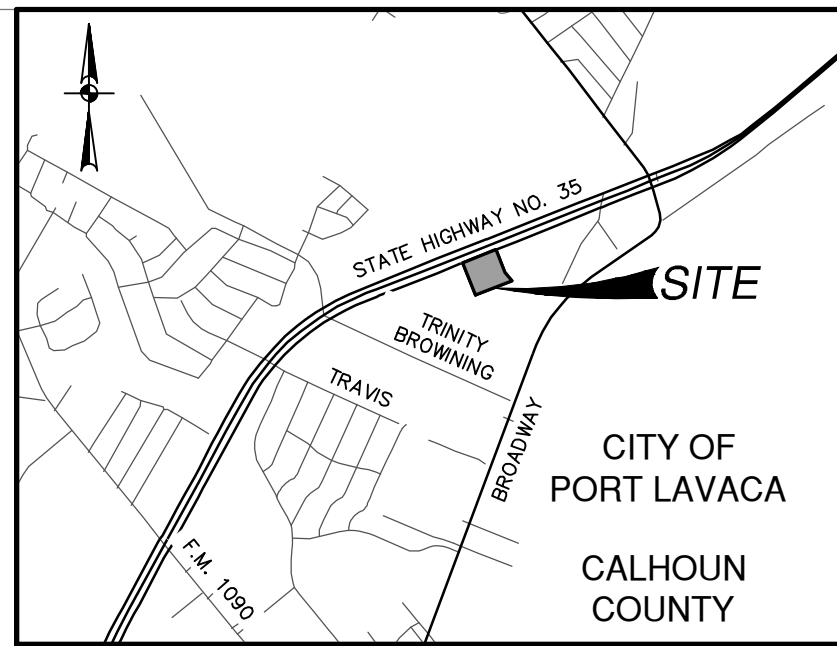
1782 STATE HIGHWAY 35 N  
PORT LAVACA, TEXAS 77799



ENDEAVOR 2.0

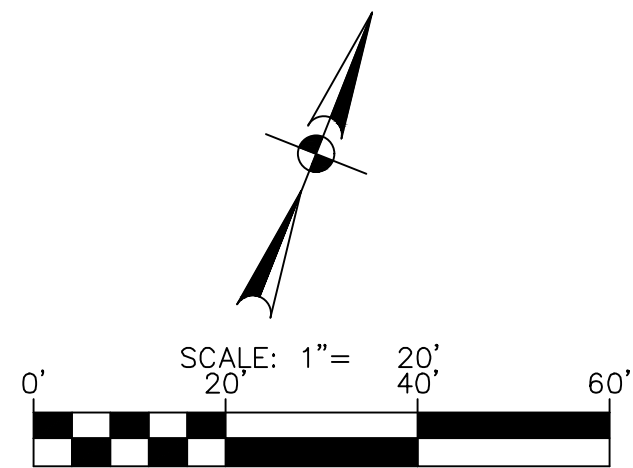
DIMENSION  
CONTROL & OVERAL  
SITE PLAN

C1.00



LOCATION MAP

NOT-TO-SCALE



## LEGEND

	PROPERTY LINE
	PROPOSED LANDSCAPE AREA
	PROPOSED LANDSCAPE AREA
	ROW LIMITS
	PROPOSED YELLOW STRIPING
	OVERHEAD ELECTRIC
	EXISTING EDGE OF PAVEMENT TO REMAIN
	UTILITY EASEMENT
	PROPOSED PARKING SPACES
	PROPOSED SIGN. SEE KEYNOTES AND SIGN SCHEDULE FOR INFORMATION
	PROPOSED ADA PARKING SYMBOL
	PROPOSED WHEEL STOP (SEE DETAIL SHEET C1.30)
	EXISTING FIRE HYDRANT
	EXISTING LIGHT POLE
	EXISTING UTILITY POLE

## PARKING SUMMARY TABLE

MINIMUM SPACES REQUIRED	12
PROPOSED PARKING SPACES	33
MINIMUM ADA SPACES REQUIRED	2
MINIMUM VAN ACCESSIBLE SPACES REQUIRED	1
PROPOSED ACCESSIBLE SPACES	2 (1 VAN)

\*PER CITY OF PORT LAVACA CODE OF ORDINANCES, SEC. 48-107, RESTAURANTS:  
0.33 PARKING SPACE PER SEAT.  
35 SEATS \* 0.33 = 11.55 = 12 PARKING SPACES

## SURVEY NOTE:

BOUNDARY AND TOPOGRAPHIC SURVEY FOR THIS PLAN SET WAS PERFORMED BY PAPE-DAWSON ENGINEERS, DATED 03/1/23. CONTRACTOR TO REFERENCE THIS SURVEY FOR BENCHMARK INFORMATION.

## LEGAL DESCRIPTION:

A 1.058 ACRE, OR 46,907 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF THE REMAINDER OF A CALLED 10.65 ACRE TRACT OF LAND CONVEYED TO JANAV INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY, AND DESCRIBED IN A DEED RECORDED IN CALHOUN COUNTY CLERK'S FILE NO. 2020-00639, AND BEING PARTIALLY OUT OF LOT 1, BLOCK 1 OF THE JANAV SUBDIVISION, AS RECORDED IN SLIDE 631A OF THE PLAT RECORDS OF CALHOUN COUNTY, TEXAS, SITUATED IN THE ALEJANDRO ESPARZA SURVEY, ABSTRACT NUMBER 12 IN THE CITY OF PORT LAVACA, CALHOUN COUNTY, TEXAS.

## KEY NOTES

1. ADA COMPLIANT CURB RAMP @ 12:1 MAX SLOPE (SEE DETAIL SHEET C7.10)
2. PROPOSED 4" YELLOW PAINT STRIPES 24"O.C. (TYP)
3. NOT USED
4. PROPOSED HANDICAP SYMBOL STRIPING (SEE DETAIL SHEET C1.30)
5. PROPOSED BOLLARD (SEE DETAIL SHEET C1.30)
6. PROPOSED TRASH ENCLOSURE (SEE DETAIL SHEET C1.30)
7. MAGNETIC LOOP DETECTOR (SEE DETAIL SHEET C1.30)
8. CONTRACTOR TO REFER TO DETAIL SHEET C1.30 FOR LAYOUT OF DRIVE THRU EQUIPMENT
9. PROPOSED 4" WIDE SOLID YELLOW STRIPING (TYP.)
10. PROPOSED LIGHT POLE
11. PROPOSED DIRECTIONAL ARROWS
12. PROPOSED ADA STRIPING (SEE DETAIL SHEET C1.30)
13. PROPOSED DETENTION BASIN (SEE SHEET 3.10 FOR DETAILS)

## DIMENSIONAL CONTROL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL PER THE CONSTRUCTION DRAWINGS.
3. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL USE THE PROPERTY PINS FOR HORIZONTAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
4. ALL DIMENSIONAL CONTROL POINTS AND DIMENSIONS ARE TO THE FACE OF CURB. ALL DIMENSIONS ARE PERPENDICULAR TO THE POINT OF REFERENCE.
5. REFER TO THE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DIMENSIONAL CONTROL INFORMATION. ONLY MINIMUM BUILDING AND PROPERTY CONTROL POINTS ARE PROVIDED ABOVE.
6. CURB RADII ARE 3' UNLESS OTHERWISE NOTED ON THE DRAWINGS.
7. ALL CURBS WITHIN PRIVATE PROPERTY ARE 6" HIGH AND ALL CURBS WITHIN PUBLIC RIGHT-OF-WAY ARE 6" HIGH EXCEPT AT CURB RAMPS OR SPECIFICALLY NOTED OTHERWISE.

## STRIPING/SIGNAGE NOTES:

1. ALL PAVEMENT MARKINGS SHALL RECEIVE TWO COATS OF PAINT.
2. ALL SIGNS SHALL CONFORM TO MUTCD, LATEST EDITION.

## PROPERTY LINE CONTROL POINTS

PTS	NORTHING	EASTING
10000	13422341.08	2730019.55
10001	13422420.66	2730219.93
10002	13422281.37	2730275.25
10003	13422332.87	2730317.98
10004	13422145.24	2730097.32

## BUILDING CONTROL POINTS

PTS	NORTHING	EASTING
50000	13422313.06	2730160.77
50001	13422324.21	2730187.59
50002	13422317.35	2730191.20
50003	13422257.08	2730213.79
50004	13422255.59	2730209.88
50005	13422248.08	2730212.87
50006	13422239.95	2730192.41
50007	13422246.51	2730187.22
50008	13422285.08	2730169.21
50009	13422296.36	2730164.72

## BACK OF CURB CONTROL POINTS

PTS	NORTHING	EASTING
-----	----------	---------

AVAILABLE UPON REQUEST

SIGN SCHEDULE	
SYM.	QTY.
(A)	1
(B)	1
(C)	1
(D)	1
(E)	1
(F)	1
(G)	1

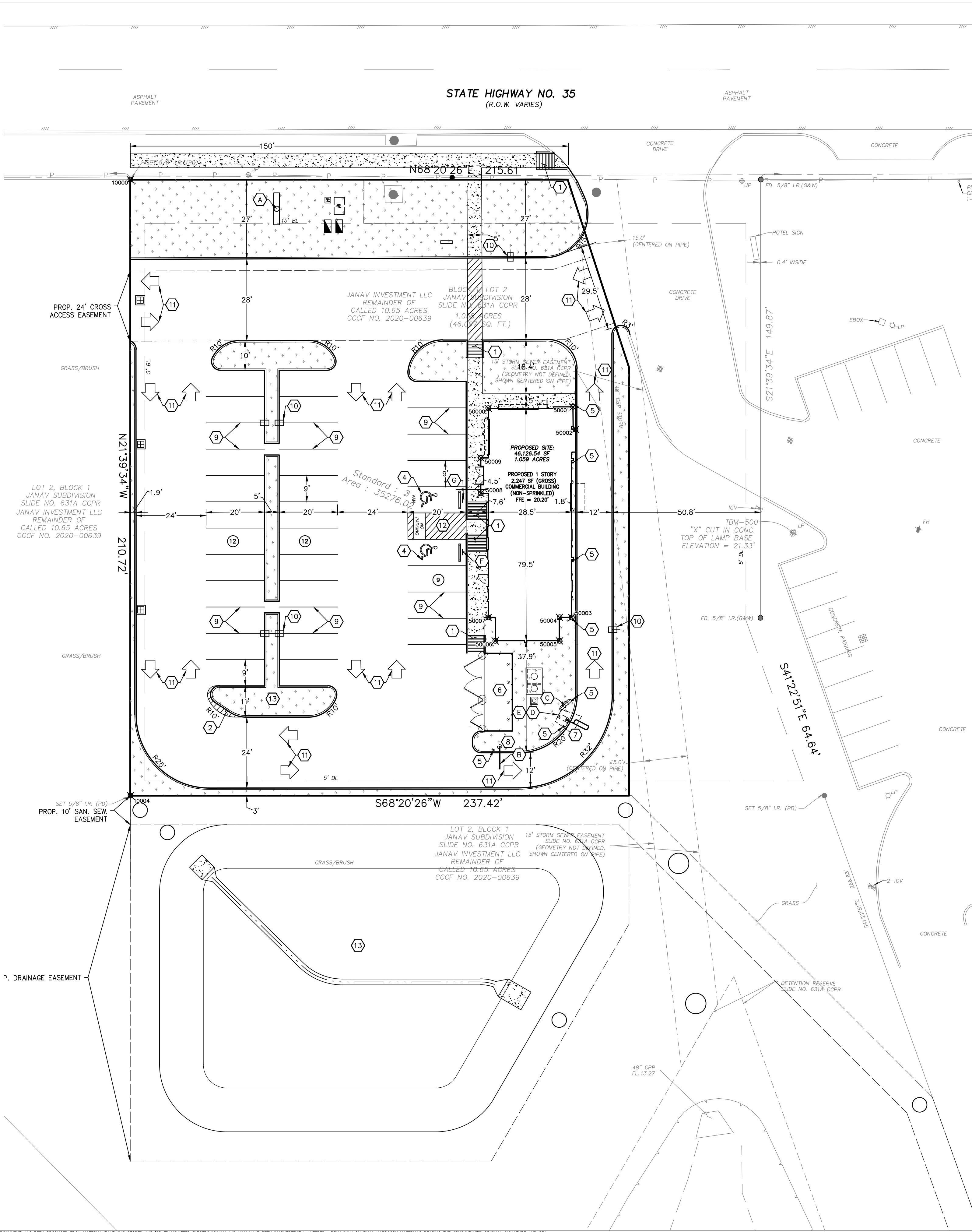
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CALHOUN COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48057C00656 REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

CAUTION!!  
PRESENCE OF EXISTING SITE UTILITIES HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

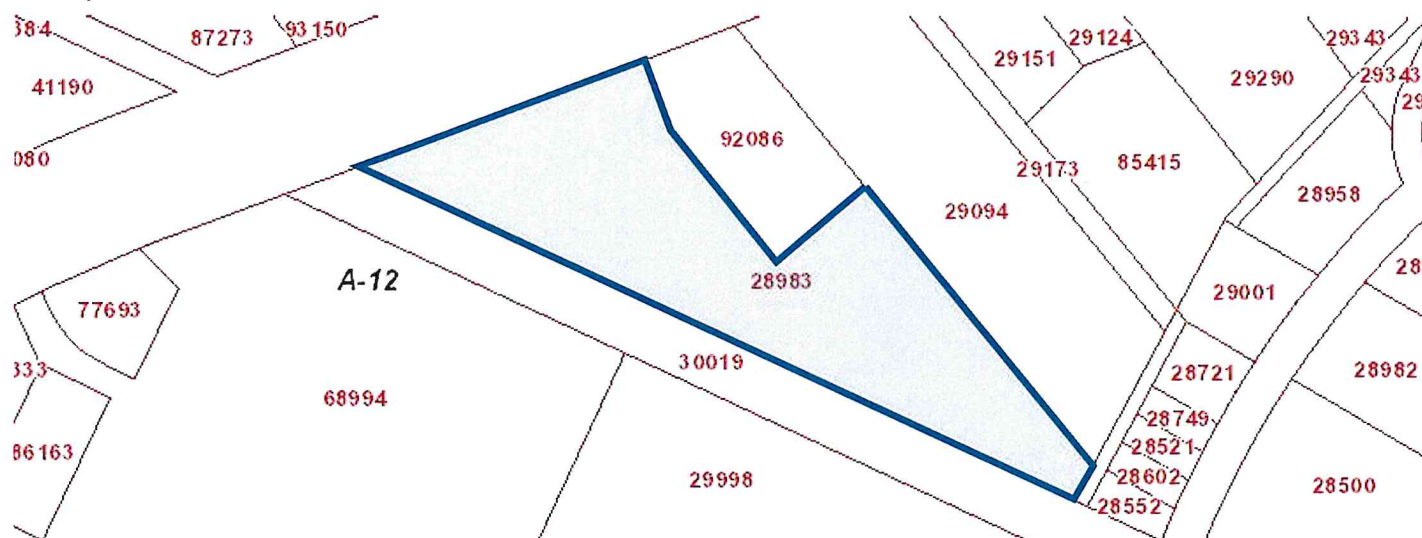
BENCHMARK:  
NGS SURVEY CONTROL REFERENCE MARK NO. AN2392  
PUBLISHED ELEVATION: 27.1' NAVD88.

TBM 500:  
BOX CUT IN CONC. TOP OF LIGHT BASE, AS SHOWN HEREON.  
ELEVATION: 21.33' NAVD88.

TBM 501:  
BOX CUT IN CONC. WATER VAULT, AS SHOWN HEREON.  
ELEVATION: 20.28' NAVD88.



## Map



## Property Details

## ccount

roperty ID: 28983 Geographic ID: S0177-00010-0001-00

/pe: Real Zoning:

roperty Use: Condo:

## ocation

## itus Address:

ap ID: S0177-00010-0001-00 Mapsco: 1550

egal Description: JANAV SUBD (PORT LAVACA), BLOCK 1, LOT 2, ACRES 8.38

bstract/Subdivision: S0177 - JANAV SUBD (PORT LAVACA)

eighborhood: 1550

## wner ⓘ

wner ID: 116608

ame: JANAV INVESTMENT LLC

## gent:

ailing Address: 22790 US HWY 59 N  
KINGWOOD, TX 77339

Ownership: 100.0%

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

## Property Values



STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS JANAV SUBDIVISION PARTIAL REPLAT NO. 1, A REPLAT OF LOT 2, BLOCK 1 OF JANAV SUBDIVISION TO THE CITY OF PORT LAVACA, TEXAS, ORIGINALLY FILED FOR RECORD AT THE OFFICE OF THE COUNTY CLERK, CALHOUN COUNTY, TEXAS THE 8TH DAY OF JUNE, 2020 AS SAME APPEARS OF RECORD IN FILE NUMBER 2020-1795 OF THE CALHOUN COUNTY DEED RECORDS, AND SLIDE 631-A OF THE PLAT RECORDS OF CALHOUN COUNTY, DO HEREBY CERTIFY THAT THIS REPLAT IS AN AMENDMENT TO SAID PLAT OF RECORD.

BY: JANAV INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME AND TITLE

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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

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

NOTARY PUBLIC, TEXAS

STATE OF TEXAS  
COUNTY OF CALHOUN

I, \_\_\_\_\_, CITY SECRETARY OF THE CITY OF PORT LAVACA, AN INCORPORATED CITY IN CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING REPLAT WAS APPROVED BY THE PLANNING COMMISSION OF SAID CITY AS APPROVED BY LAW, AND THAT THE RESOLUTION APPEARS OF RECORD IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE MINUTES OF THE PLANNING COMMISSION OF PORT LAVACA AS KEPT IN MY OFFICE.

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

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

STATE OF TEXAS  
COUNTY OF CALHOUN

I, \_\_\_\_\_, CLERK OF COUNTY COURT AND COUNTY CLERK OF CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING REPLAT OF \_\_\_\_\_ SUBDIVISION OF THE CITY OF PORT LAVACA, CALHOUN COUNTY, TEXAS, DULY AUTHENTICATED BY CERTIFICATION OF THE CITY OF PORT LAVACA, TEXAS, ATTACHED HERETO, AS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE CALHOUN COUNTY DEED RECORDS.

COUNTY CLERK

COUNTY OF CALHOUN  
STATE OF TEXAS

I, JONATHAN FRANZ, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY PERSONAL SUPERVISION.  
DATE: \_\_\_\_\_

JONATHAN FRANZ  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6705

**LEGEND**

- TYPICAL IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD (PI)
- CCOF = CALHOUN COUNTY CLERK'S FILE NUMBER
- CCOR = CALHOUN COUNTY DEED RECORDS
- CCPR = CALHOUN COUNTY PLAT RECORDS
- FD = FLOOD
- RIW = RICH ROAD
- PD = PAPE-DAWSON
- R.O.W. = RIGHT-OF-WAY
- SP = SQUARE FEET

**NOTES:**

1. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4304 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE COORDINATE SCALE FACTOR (MOR).
2. WITH RESPECT TO RECORDS INSTRUMENTS WITHIN THIS PLAT, SURVEYOR RELIED ON TITLE COMMITMENT OF NO. 17918-17920-17921, ISSUED BY FIRST FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE: APRIL 1, 2023, 1936421 APRIL 12, 2023.
3. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4304).
4. SUBJECT TO TERMS, CONDITIONS, AND SPECIFICATIONS AS SET FORTH ON THE PLAT OF JANAV SUBDIVISION, RECORDED IN CALHOUN COUNTY CLERK'S FILE NO. 3000-0224 AND SLIDE 631-A OF THE PLAT RECORDS OF CALHOUN COUNTY, TEXAS.
5. THIS PROPERTY IS DESIGNATED FOR COMMERCIAL USE ONLY.

## JANAV SUBDIVISION PARTIAL REPLAT NO. 1

A SUBDIVISION OF 0.810 ACRES, BEING A PORTION OF LOT 2, BLOCK 1 OF THE JANAV SUBDIVISION, AS RECORDED IN CALHOUN COUNTY CLERK'S FILE NO. 2020-1795 AND SLIDE 631A OF THE PLAT RECORDS OF CALHOUN COUNTY, TEXAS, SITUATED IN THE ALEJANDRO ESPARZA SURVEY 1/2 LEAGUE, ABSTRACT NUMBER 12, CITY OF PORT LAVACA, CALHOUN COUNTY, TEXAS.

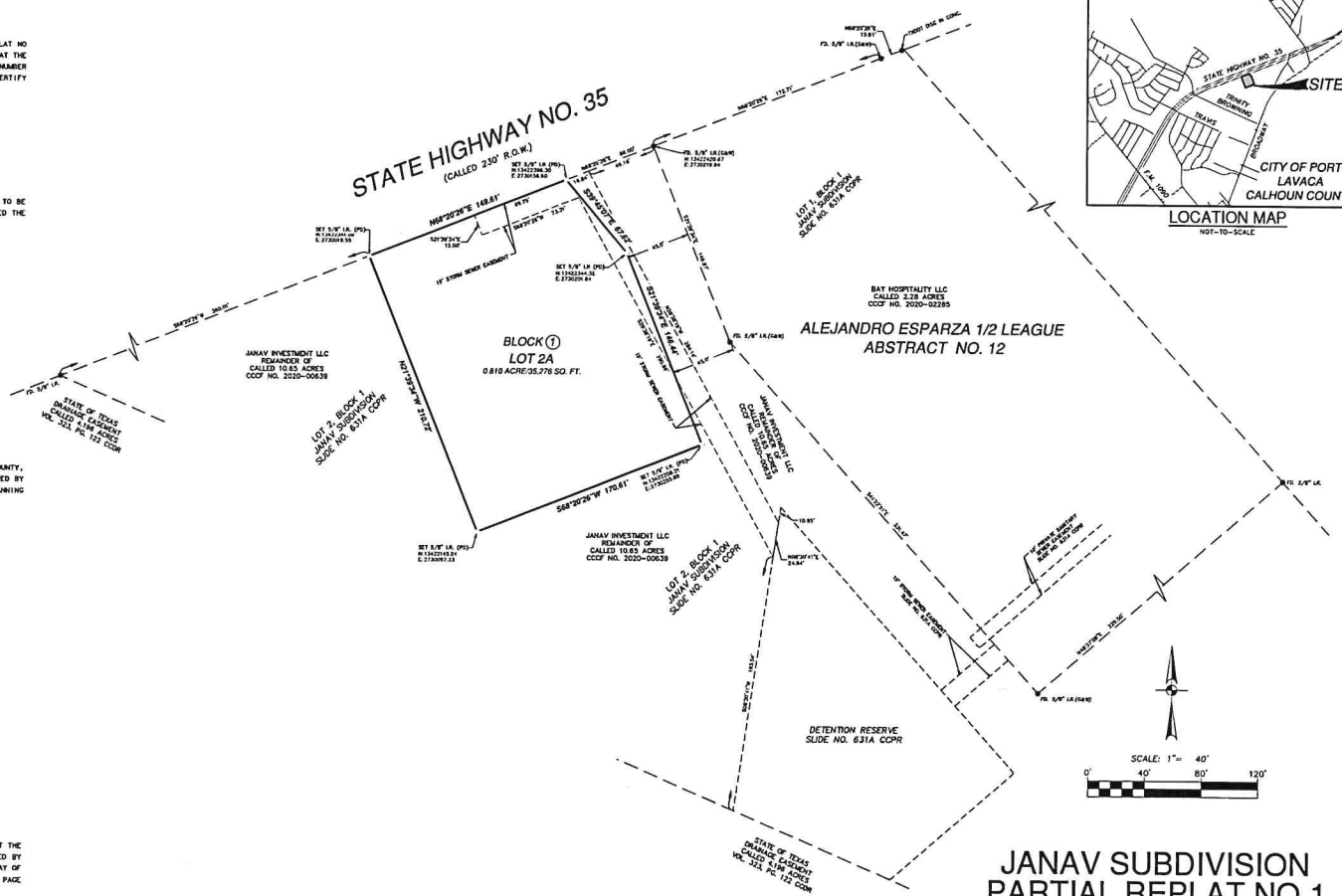
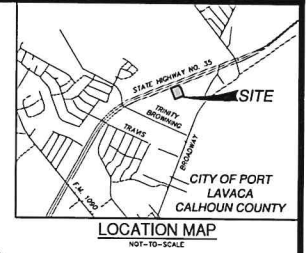
REASON FOR REPLAT:  
TO CREATE A LOT AND RECONFIGURE 15' STORM SEWER EASEMENT.

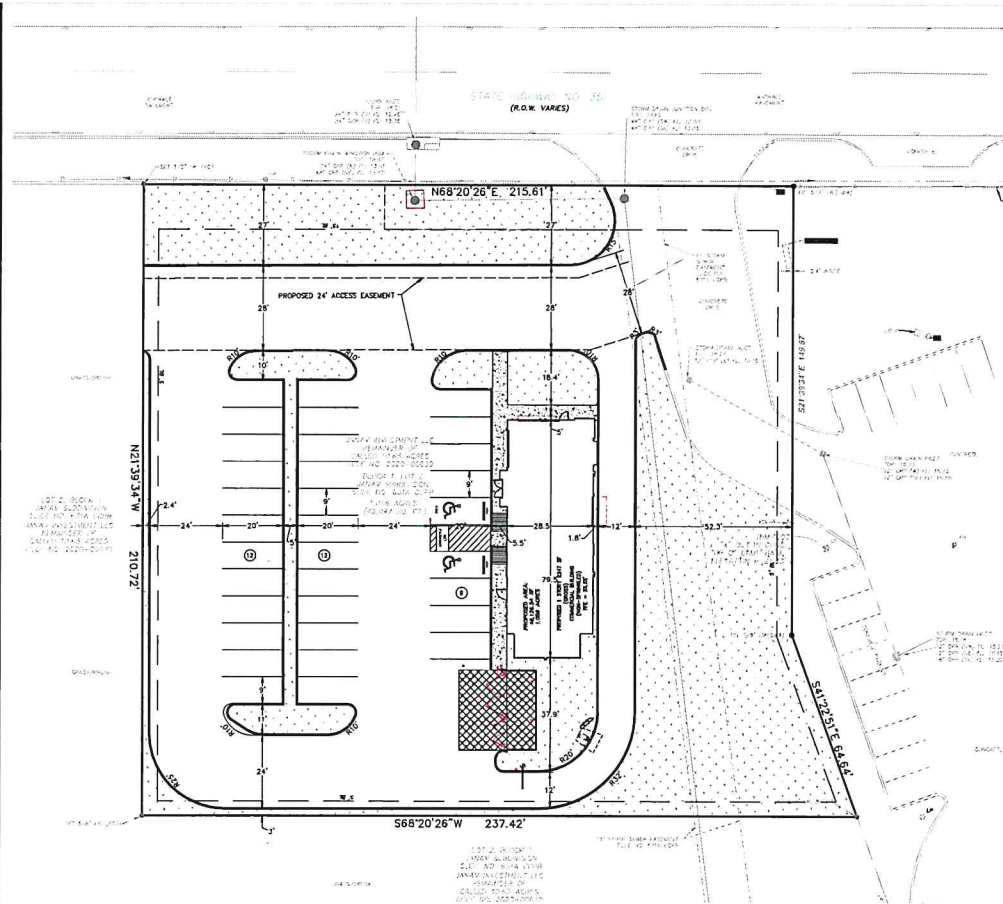
1 LOT - 1 BLOCK  
SCALE: 1" = 40' - MAY 2023

OWNER:  
JANAV INVESTMENTS, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
22790 US HIGHWAY 59 N,  
KINGWOOD, TEXAS 77339

**PAPE-DAWSON  
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS  
1800 NICHOLS AVE., STE 200 | HOUSTON, TX 77042 | 713.428.2400  
TYPE FROM REGISTRATION DATE: 1. 1800 NICHOLS AVE., STE 200 | HOUSTON, TX 77042





### KEY NOTES

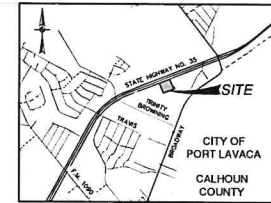
- (1) ADA COMPLIANT CURB RAMP @ 12:1 MAX SLOPE (SEE DETAIL SHEET C7.10)
- (2) PROPOSED SIDEWALK (SEE DETAIL SHEET C7.10)
- (3) PROPOSED WHEEL STOP (SEE DETAIL SHEET C7.00)
- (4) PROPOSED HANDICAP SYMBOL, STRIPING (SEE DETAIL SHEET C7.00)
- (5) VARYING WIDTH CURB AT DRIVE THRU (SEE DETAIL SHEET C7.10)
- (6) PROPOSED BOLLARD (SEE DETAIL SHEET C7.00)
- (7) PROPOSED TRASH ENCLOSURE (SEE DETAIL SHEET C7.30)
- (8) MAGNETIC LOOP DETECTOR (SEE DETAIL SHEET C7.00)
- (9) CONTRACTOR TO REFER TO DETAIL SHEET C7.00 FOR LAYOUT OF DRIVE THRU EQUIPMENT
- (10) PROPOSED 4" WIDE SOLID YELLOW STRIPING (TYP.)
- (11) NOT USED
- (12) PROPOSED LIGHT POLE
- (13) PROPOSED DIRECTIONAL ARROWS
- (14) PROPOSED ADA STRIPING (SEE DETAIL SHEET C7.00)
- (15) PROPOSED LANDSCAPING
- (16) PROPOSED STORM SEWER CATCH BASIN, CONTRACTOR TO SET TOP OF GRATE FLUSH WITH PROPOSED TOP OF PAVEMENT (SEE DETAIL SHEET C7.20)
- (17) PROPOSED CURB RAMP FOR EMPLOYEE INGRESS/EGRESS
- (18) PROPOSED IRRIGATION METER (SEE DETAIL SHEET C7.20)
- (19) 4" YELLOW PAINT STRIPES 24" O.C. (TYP)
- (20) PROPOSED SANITARY SEWER GREASE TRAP AND SAMPLE WELL (SEE SHEET C7.20 FOR DETAILS)
- (21) PROPOSED REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTER (SEE DETAIL SHEET C7.20)
- (22) PROPOSED IRRIGATION BACKFLOW PREVENTER (SEE DETAIL SHEET C7.20)
- (23) PROPOSED 6" CURB (SEE DETAIL SHEETS C7.00 & C7.10)

### DIMENSIONAL CONTROL NOTES

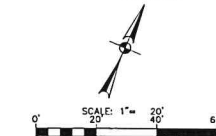
1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
3. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL USE THE PROPERTY PINS FOR HORIZONTAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
4. ALL DIMENSIONAL CONTROL POINTS AND DIMENSIONS ARE TO THE FACE OF CURB. ALL DIMENSIONS ARE PERPENDICULAR TO THE POINT OF REFERENCE.
5. REFER TO THE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DIMENSIONAL CONTROL INFORMATION. ONLY MINIMUM BUILDING AND PROPERTY CONTROL POINTS ARE PROVIDED ABOVE.
6. CURB RAMP ARE 3" UNLESS OTHERWISE NOTED ON THE DRAWINGS.
7. ALL CURBS WITH PRIVATE PROPERTY ARE 6" HIGH AND ALL CURBS WITHIN PUBLIC RIGHT-OF-WAY ARE 6" HIGH EXCEPT AT CURB RAMP OR SPECIFICALLY NOTED OTHERWISE.

### STRIPING/SIGNAGE NOTES:

1. ALL PAVEMENT MARKINGS SHALL RECEIVE TWO COATS OF PAINT.
2. ALL SIGNS SHALL CONFORM TO MUTCD, LATEST EDITION.



LOCATION MAP  
NOT-TO-SCALE



### LEGEND

	PROPERTY LINE
	PROPOSED LANDSCAPE AREA
	EXISTING CURB
	PROPOSED CURB
	PROPOSED SIDEWALK
	PROPOSED PARKING SPACES
	PROPOSED YELLOW STRIPING
	PROPOSED SIGN, SEE KEYNOTES AND SIGN SCHEDULE FOR INFORMATION
	PROPOSED ADA PARKING SYMBOL
	PROPOSED CONCRETE BOLLARD
	PROPOSED GREASE INTERCEPTOR AND SAMPLE WELL
	PROPOSED LOOP DETECTOR
	PROPOSED STORM SEWER CATCH BASIN
	ROW LIMITS
	PROPOSED WHEEL STOP (SEE DETAIL SHEET C7.00)
	PROPOSED WATER METER AND BACKFLOW PREVENTER
	OVERHEAD ELECTRIC
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING STORM SEWER MANHOLE
	EXISTING EXISTING FIRE HYDRANT
	EXISTING EDGE OF PAVEMENT TO REMAIN
	EXISTING BOLLARD TO REMAIN
	EXISTING LIGHT POLE TO REMAIN

### PROPERTY LINE CONTROL POINTS

PTS	NORTHING	EASTING
10000	13837063.51	2872380.47
10001	13837075.56	2872375.34
10002	13837067.15	2872358.64
10003	13837105.84	2872352.65
10004	13837270.45	2872501.18
10005	13837147.84	2872543.67
10006	13837135.84	2872548.00

### BUILDING CONTROL POINTS

PTS	NORTHING	EASTING
50000	13837110.41	2872402.79
50001	13837120.44	2872394.03
50002	13837135.85	2872406.40
50003	13837155.06	2872416.32
50004	13837159.89	2872449.48
50005	13837164.34	2872446.03
50006	13837137.87	2872477.99
50007	13837159.73	2872411.71

### BACK OF CURB CONTROL POINTS

PTS	NORTHING	EASTING
10000	13837063.51	2872380.47
10001	13837075.56	2872375.34
10002	13837067.15	2872358.64
10003	13837105.84	2872352.65
10004	13837270.45	2872501.18
10005	13837147.84	2872543.67
10006	13837135.84	2872548.00

AVAILABLE UPON REQUEST

SYM.	QTY	DESCRIPTION
(A)	1	POLE MOUNTED MONUMENT SIGN
(B)	1	DRIVE-THRU PORTAL
(C)	1	MCM BOARD
(D)	1	DRIVE THRU CANOPY
(E)	1	ORDER BOARD
(F)	1	ACCESSIBLE PARKING SIGN
(G)	1	ACCESSIBLE PARKING SIGN WITH VAN ACCESSIBLE APPROACH BELOW
(H)	1	PELON BUSINESS SIGN

### PARKING SUMMARY TABLE

MINIMUM SPACES REQUIRED (PER CODE)	24
PROPOSED PARKING SPACES	31
MINIMUM ADA SPACES REQUIRED	2
MINIMUM VAN ACCESSIBLE SPACES REQUIRED	1
PROPOSED ACCESSIBLE SPACES	2 (1 VAN)

\*PER CITY OF SEELY CODE OF ORDINANCES, SEC. 28-71, RESTAURANTS:  
1.0 PARKING SPACE PER 100 SF OF GFA

**CAUTION!!**  
PRECEDENCE OF EXISTING SITE UTILITIES HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

### BENCHMARK

REFERENCE MARK NO. AK0209, PUBLISHED ELEVATION: 174.17 HAU808

BOX CUT IN CONC., AS SHOWN HEREON  
ELEVATION: 166.24 HAU808

BOX CUT IN CONC. CURB, AS SHOWN HEREON  
ELEVATION: 167.60 HAU808

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR AUSTIN COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY FLOOD INSURANCE MAP NO. 48015C0005P, REVISED OCTOBER 16, 2019, THIS PROPERTY IS LOCATED WITHIN ZONE "X" (SHADED) AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

### SURVEY NOTE

BOUNDARY AND TOPOGRAPHIC SURVEY FOR THIS PLAN SET WAS PERFORMED BY PAPE-DAWSON ENGINEERS, DATED 10/28/21. CONTRACTOR TO REFERENCE THIS SURVEY FOR BENCHMARK INFORMATION.

### LEGAL DESCRIPTION

A 0.628 OF AN ACRE, OR 27,358 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF A CALLED 8.204 ACRE TRACT BEING LOT 2 OF WALKWAY NO. 437 SUBDIVISION A REPLAT AS RECORDED UNDER VOLUME 1, PAGE 59 OF THE AUSTIN COUNTY MAP RECORDS AND BEING A PORTION OF LOTS 1 & 5, BLOCK 33 OF THE SEELY SUBDIVISION LOCATED IN THE 5 LEASE GRANT TO THE TOWN OF AND FELPE DE AUSTIN, A-S, AUSTIN COUNTY, TEXAS.



**Castles Design Group**

A Professional Corporation  
3501 Kirby Dr., Suite 600  
Houston, Texas 77098  
Tel: 713 664 7979  
Fax: 713 664 8756

THIS DOCUMENT IS RELEASED FOR REVIEW UNDER THE AUTHORIZATION OF NATHAN C. PELLOT, P.E., ENGINEER AND IS NOT TO BE USED FOR CONSTRUCTION.

**PAPE-DAWSON ENGINEERS**  
1000 RICHMOND AVE., SUITE 200  
HOUSTON, TEXAS 77002  
TEL: 713 664 7979  
FAX: 713 664 8756  
WWW.PAPE-DAWSON.COM

DATE	REMARKS

CONTRACT DATE: 07.01.2021  
BUILDING TYPE: END. MED. 40  
PLAN VERSION: MARCH 2021  
BRAND DESIGNER: FRANK VANCHO  
SITE NUMBER: 314371  
STORE NUMBER:  
PAPM  
DRAWN BY: JCS  
JOB NO.: 202109

ENDEAVOR 2.0

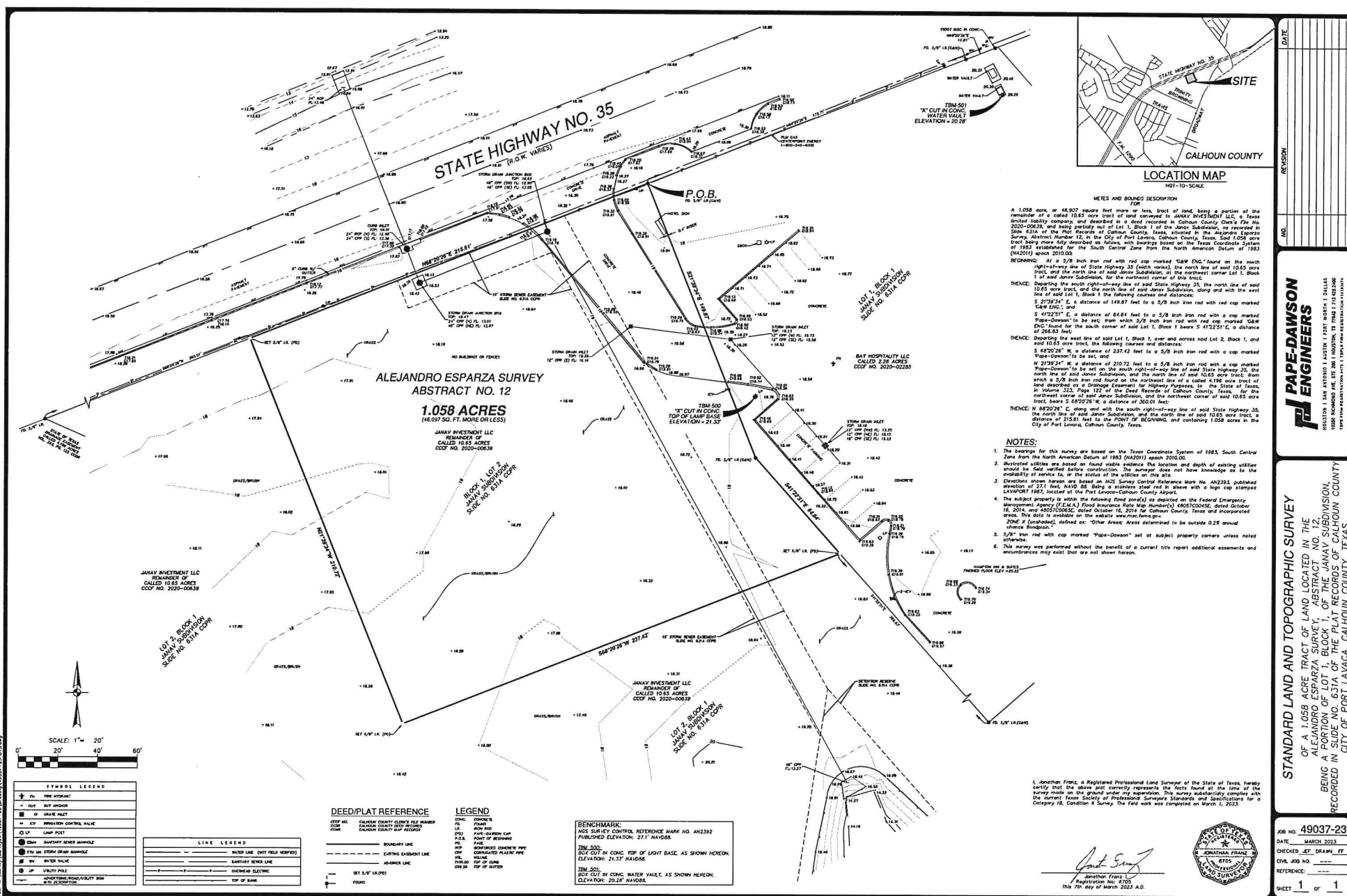
2200 STATE HIGHWAY 36 S  
SEELY, TEXAS 77474



ENDEAVOR 2.0

**DIMENSION CONTROL & OVERALL SITE PLAN**

C1.00



## COMMUNICATION

**SUBJECT:** Consider recommendation of the Port Commission for approval of Urban Engineering Task Order No. 32 for Harbor of Refuge Railroad Culvert Replacement Project, in the amount of \$35,000.00. Presenter is Jim Rudellat

---

## INFORMATION:

---

**CITY OF PORT LAVACA**

---

**DATE:** 6.09.2023  
**TO:** HONORABLE MAY AND CITY COUNCIL  
**FROM:** JIM RUDELLAT, HARBOR MASTER  
**SUBJECT:** **URBAN ENGINEERING TASK ORDER 32: HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT**

---

At the April Port Commission meeting, the Commissioners made a recommendation to Council to Collect bids and proposals to replace the railroad drainage culvert at the harbor of Refuge as soon as possible.

We have already engaged Urban Engineering to perform needed field topographical surveying that will be used in the preparation of the engineered bid documents.

Attached is a Task Order #32 from Urban Engineering in the amount of \$35,000 fixed fee plus approved reimbursable expenses to prepare the bid documents and perform the construction contract administration services.

**RECOMMENDATION:** Approve Urban Engineering Task Order #32, in the amount of \$35,000.

This is Task Order No. 32,  
consisting of 3 pages.

## Task Order

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

1. **Specific Project Data**

A. Title: City of Port Lavaca – Harbor of Refuge Railroad Culvert Replacement

Description: Design plans & specifications, prepare bid documents and perform contract administration for the replacement of the railroad culvert at the Harbor of Refuge.

2. **Services of Engineer**

Engineer shall have those responsibilities set forth in Exhibit A.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Exhibit B.

4. **Times for Rendering Services**

Services will be rendered in a timely manner and in accordance with the schedule determined during the Study and Report Phase of the Project.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Design, Bidding and Contract Administration</i>	<i>Fixed Fee</i>	<i>\$35,000.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

B. Reimbursable Expenses: Includes fees charged by outside entities have review authority over the project, government agency fees and advertising fees. See Appendix 1 to Exhibit C "Reimbursable Expenses Schedule"

6 **Consultants:** N/A

7. **Other Modifications to Agreement:** None

8. **Attachments:** None



9. **Documents Incorporated By Reference:** Master Agreement Between City of Port Lavaca and Victoria Engineering, Inc. dba Urban Engineering dated November 13, 2017. This includes all Attachments to that Agreement (Attachments A – Attachment I inclusive).

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

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

## OWNER:

By: \_\_\_\_\_

Name: Jack WhitlowTitle: Mayor

## ENGINEER:

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

Engineer License or Firm's

Certificate No. TREF# F-160State of: Texas

## DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jody Weaver, P.E.Title: City Manager & City EngineerAddress: 202 N. Virginia St.  
Port Lavaca, TX 77979E-Mail  
Address: [jweaver@portlavaca.org](mailto:jweaver@portlavaca.org)Phone: 361-552-9793Fax: 361-552-6062

## DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt A. Glaze, P.E.Title: Vice PresidentAddress: 2004 N. Commerce St.  
Victoria, TX 77901E-Mail  
Address: [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com)Phone: 361-578-9836Fax: N/A

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1032479

Date Filed:  
06/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Victoria Engineering, Inc. dba Urban Engineering  
 Victoria, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Port Lavaca, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Task Order #32

Engineering Services for City of Port Lavaca - Harbor of Refuge Railroad Culvert Replacement (UE Job #E25760.00)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Urban, Larry	Corpus Christi, TX United States	X	
	Schmidt, Thomas	Victoria, TX United States	X	
	Bridges, Ray	Victoria, TX United States	X	
	Glaze, Matt	Victoria, TX United States	X	
	Fromme, Cheyanne	Victoria, TX United States	X	

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is Matt A. Glaze, and my date of birth is 11-02-78.

My address is 2004 N. Commerce St. Victoria TX 77901 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Victoria County, State of Texas, on the 9th day of June, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
 (Declarant)

## COMMUNICATION

**SUBJECT:** Consider approval of AECOM Technical Services, Inc. (AECOM) Task Order No. 7 for Bid and Construction Phase Services for the City of Port Lavaca Water Supply System Improvements project, in the amount of \$149,595.00. Presenter is Wayne Shaffer

---

## INFORMATION:

**CC MEETING:**

**AGENDA ITEM #**

**DATE:**

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

**FROM:** WAYNE SHAFFER, PUBLIC WORKS DIRECTOR 

**SUBJECT:** Bid and construction phase services for water system improvement

**BACKGROUND:** Water system improvements to alleviate an agreed order with the TCEQ for storage capacity.

**FINANCIAL IMPLICATIONS:** This project will need to be paid either with bond funds or reserves.

**IMPACT ON COMMUNITY SUSTAINABILITY:** Increasing storage and pumping capacity enables the city to address the TCEQ agreed order and to better serve the growth needs of the community.

**RECOMMENDATION:** Staff recommends accepting AECOM's proposal for task order 7 in the amount of \$149,595.00

**ATTACHMENTS:** Task order #7 proposal

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

6/6/2023

Jody Weaver, PE  
City Manager  
202 North Virginia  
Port Lavaca, TX 77979

**RE: Request for Authorization to Proceed  
Task Order 7: Bid and Construction Phase Services for City of Port Lavaca Water Supply  
System Improvements**

Dear Ms. Weaver,

As requested by City of Port Lavaca (City), AECOM Technical Services, Inc (AECOM) is pleased to submit this proposal to provide Bid and Construction Phase Services for the Water Supply System Improvements project.

#### **Background**

City of Port Lavaca is contracted with the Guadalupe Blanco River Authority (GBRA) to purchase its treated water from the GBRA Water Treatment Plant (WTP). The City owns and operates the water distribution system which consists of two 500,000-gallon elevated storage tanks (ESTs), one located on Village Road and the other located on George Street at the City's Public Works Yard. City is limited to 3.2 MGD of firm water supply from GBRA based on the current water supply contract.

Presently the TCEQ requirement for total storage capacity (elevated and GST storage of 1,078,000 gallons) is not met. The current available elevated storage capacity is 1 MG. CPL needs to expand its ground storage tank capacity to meet TCEQ requirements and placing the GST in a more central location will help CPL better control pressure and water age within its distribution system. AECOM recommended that the George Street location at first be provided with 500,000 gallons of ground storage capacity, followed by another 500,000 gallons of storage capacity at the Village Road location. AECOM has completed the final design of rehabilitation of the GST at George Street and associated pump station.

Scope of Services of this proposal will include the following services associated with the Water Supply System Improvements Project

#### **Basic Services:**

- Bid Phase Services
- Construction Phase Services

#### **Additional Services:**

- Construction Materials Testing



Exhibit "A" provides an itemization of the labor and expenses associated with the Scope of Services.

Proposed schedule for completion of the proposed Scope of Services is as below

- Bid Phase: 2 Months
- Construction Phase: 12 Months

## **BASIC SERVICES**

### **SCOPE OF SERVICES – Bid Phase**

#### **Task 1 – Project Management**

Project management associated is anticipated to span two (2) months as proposed in the attached schedule and includes the following sub-tasks:

##### **Task 1.1: Project Management and Administration**

###### **Task 1.1.1: Project Setup and Administration**

Update project setup in AECOM project management system and administration during the span of this task including oversight, tracking and coordination.

###### **Task 1.2: Meetings**

###### **Task 1.2.1: Project Meetings**

AECOM will conduct internal meetings with the staff involved to review progress and address questions from contractors. The proposal is based on conducting a total of two (2) meetings.

###### **Task 1.2.2: Project Coordination**

AECOM will organize and participate in two (2) coordination meetings with the City and Grant Works during the Bid Phase in preparing the front-end documents, and communicating and receiving input and feedback on challenges, outstanding issues, status, and decisions.

##### **Task 1.3: Project Management Deliverables**

###### **Task 1.3.1: Monthly Invoices and Status Reports**

Submit monthly invoices for the duration of bid phase.

#### **Task 2 – Bid Services**

Perform bid services including preparing construction document package for bidding and reviewing construction bids. This task includes the following sub-tasks:

##### **Task 2.1: Bid Services**

AECOM will use the front-end documents provided by the City/Grant Works. This task will include reviewing the front-end contract documents, making edits as required and preparing a combined bid package. AECOM will assist the City in preparing an advertisement and publishing two advertisements in two local newspapers (Port Lavaca Wave and Victoria Advocate) and in Civcast. Cost for publications via Victoria Advocate and Civcast will be paid by AECOM.

AECOM will conduct a pre-bid meeting and prepare and transmit pre-bid meeting minutes. AECOM will respond to prospective bidders' questions related to the WWTP expansion and will issue contract addenda required to clarify or modify the contract documents.

AECOM will evaluate bids received by checking references and confirming that all required documents have been provided. AECOM will prepare bid tabulation and Recommendation of Award Letter to the City.

**SCOPE OF SERVICES – Construction Phase****Task 1 – Project Management**

Project management associated is anticipated to span ten (10) months as proposed in the attached schedule and includes the following sub-tasks:

**Task 1.1: Project Management and Administration****Task 1.1.1: Project Setup and Administration**

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

**Task 1.2: Meetings****Task 1.2.1: Project Meetings and Coordination**

Once construction contract is awarded, AECOM will assist in the organization of and participate in a construction kick-off meeting that will be held at the WWTP. This meeting will discuss general and specific requirements for fulfilling the construction contract including construction phasing, use of existing facilities, and project coordination.

An internal kickoff meeting will be conducted with AECOM team members to convey scope of the construction project and define responsibilities.

AECOM will assist in organizing of and participate in substantial completion inspection of the project and develop punch list items that will be required for final completion. AECOM, along with the City, will conduct a final review of the project for compliance with the Contract Documents.

**Task 1.2.2: Project Status Meetings**

AECOM will assist in the scheduling of and participate in monthly project progress meetings with City and the contractor to review progress of construction, communicate and receive input and feedback on challenges and outstanding issues. AECOM will prepare agenda and meeting minutes each meeting. The proposal is based on conducting a total of eight (8) on-site progress meetings.

A site visit will be conducted after the progress meeting to observe progress. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; AECOM will not be responsible for the techniques of construction nor the safety precautions incident thereto; and AECOM will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations, AECOM will keep the City informed of the extent of the progress of the work, and advise the City of material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

AECOM will visit the site, in addition to the monthly site visits, on circumstances such as installation of a critical equipment, data collection, resolution of field issues etc. This proposal is based on conducting three (3) additional site visits.

**Task 1.3: Project Management Deliverables****Task 1.3.1: Safety Plan and Schedule**

Maintain an updated project safety plan. Prepare and maintain an overall construction schedule to reflect projected completion date. This schedule will be submitted with the monthly invoices.

**Task 1.3.2: Monthly Invoices and Status Reports**

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

**Task 2 – Construction Phase Services**

Construction phase engineering services will commence upon execution of the construction Contract by the City and authorization to proceed with construction phase services:

**Task 2.1: Construction Phase Services**

This task will include review of shop drawings and submittals. This proposal is based on thirty (30) shop drawings including resubmittals requiring four (4) hours to process. AECOM will prepare, maintain, and distribute a Submittals Log. AECOM will review the shop drawings and submittals to ensure they conform the drawings and specifications and will provide responses.

AECOM will answer Requests for Information (RFI) and issue interpretations and clarifications of the plans and specifications, as needed. Additionally, AECOM will prepare, maintain, and distribute an RFI Log. This task is based on eight (8) RFIs requiring each RFI approximately four (4) hours to process.

AECOM will review draft and final O&M Manuals data which the Contractor is required to submit, only for conformance with the requirements of the Contract Documents. This proposal is based on five (5) O&M Manuals submittals with each O&M Manual requiring six (6) man-hours to review including resubmittals.

During the administration of the construction contract, AECOM will issue all instructions to the Contractor requested by the City; coordinate construction materials testing; and provide general coordination with the Contractor. This task is budgeted for four (4) hours per week of the later 8 - months of construction duration.

AECOM will prepare, maintain, and distribute a Change Order log. It is assumed that the Change orders will be prepared by the City; AECOM will review and provide comments on contractor's estimates and prepared change orders.

Based on the Engineer's observation of the progress, AECOM will review contractor's monthly pay estimates and provide comments/recommendations. This proposal is based on twelve (12) monthly pay estimates plus one (1) final pay estimate with each pay estimate requiring approximately two (2) man-hours each. Verification of project's progress and materials stored on-site will be by the City's Construction Project Manager.

AECOM will prepare record drawings assembled from the Contractor's markups of changes made during the construction process. AECOM will provide the City of Port Lavaca one (1) set of reproducible (paper) drawings, and digital files in the electronic format.

**ADDITIONAL SERVICES**

**Construction Materials Testing:** Materials testing services will be provided by TSI Laboratories; fee for the service is included in the proposal.

**Assumptions**

1. This proposal does not include services of a resident project representative and other field personnel for on-site observation of construction, construction phase survey control staking or verifications.
2. City of Port Lavaca will provide requested data and information within five business days of written submittal request to maintain the project schedule. Consistent with the professional standard of care,

AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

3. If and when possible, City will provide site access and facility support staff to allow for any identified site reconnaissance activities. Facility support staff shall be knowledgeable of applicable safety practices and will inform any AECOM project team members of these requirements. AECOM understands any site visits will occur between regular business hours and will depend on City staff escort availability. No special equipment is expected to be utilized or required during site visits. AECOM will conduct all observations without the use of specialty equipment that may require additional safety training beyond awareness training.
4. City will provide electronic design files as available to support development of drawings, details, and criteria as required for preparation of deliverables.
5. City will provide review and comment on AECOM's deliverables within ten business days of submittal to maintain the project schedule.
6. Invoices will be prepared monthly and will be accompanied by a status summary memo. Project Schedule will be updated and submitted with the invoice. Any changes to the schedule will be noted and explained.
7. Labor costs have been distributed by discipline in accordance with the Scope of Work (SOW). Estimated costs were based upon discussions of the pre-proposal meeting, prior experience, and AECOM's understanding of the goals of the project.
8. AECOM understands that City input will be required for certain deliverables and that completeness of certain deliverables is dependent on City's ability to provide such data.
9. Meeting other than the ones specifically called out as on-site meetings will be conducted virtually.
10. No travel and subsistence required of AECOM and authorized by the City to points other than the project site or City offices.
11. No filing, review, permit, inspection and other fees assessed by the City, County or State.
12. There will not be any additional copies of contract documents and specifications (over agreed number) and additional copies of drawings (over agreed number).
13. Proposal does not include fee for the effort associated with re-bidding the project.
14. AECOM will not provide assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the project.
15. No warranty phase engineering services will be required.
16. AECOM will not be participating in public involvement meetings.
17. SCADA/PLC programming services will be provided by the contractor as part of the construction contract.
18. Fee for providing basic construction phase services is for a period of 10 months; a fee will be negotiated to extend the service upon determination of the additional duration, prior to completion of the 10 months.
19. Supplemental Provisions
  - a. Reuse of Documents: AECOM shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this project.
  - b. Any Opinion of Probable Construction Cost prepared by AECOM represents its judgment as AECOM and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Construction Contractor bids or actual cost to City.

**DELIVERABLES**

AECOM will be submitting the following deliverables for review and approval as listed in the sub-tasks of the Scope of Services.

1. Meeting agenda and minutes (as applicable)
2. Monthly invoices and progress reports
3. Bid Ready Package
4. Up to two (2) Addenda for Bidding
5. Conformed Construction Documents
6. Record Drawings

Each deliverable will have the following

- Electronic copy of Bid Ready Package
- Up to five (5) sets of Conformed Construction Documents (hard copy)
- Electronic copy of Conformed Construction Documents
- One (1) Full Size set of Record Drawings (hard copy)
- Electronic copy of Record Drawings

**COMPENSATION**

Compensation for the services listed in the above Scope of Services is to be on a lump sum. The project cost of the scope of work has been calculated and is defined in Exhibit A. The total compensation for the basic and additional services listed in the above Scope of Services is summarized below.

**Task Order 7 - Basic Services**

Task	Description	AECOM	Subconsultants	Total
7A	WWTP Improvements - Bid Phase	\$13,165		\$13,165
7B	WWTP Improvements - Construction Phase	\$126,199		\$126,199
<b>Total Estimated Fee - Basic Services</b>				<b>\$139,365</b>

**Task Order 7 - Additional Services**

Task	Description	AECOM	Subconsultants	Total
7C	Construction Materials Testing		\$10,230	\$10,230
<b>Total Estimated Fee - Additional Services</b>				<b>\$10,230</b>

AECOM requests authorization of the Basic and Additional Services for a total amount of **\$149,595**. We appreciate your consideration of the proposal and look forward to the opportunity to work on these tasks. Should you have any questions or require additional information, please do not hesitate to contact me at (281) 675-7668.

Sincerely,



Vinoth Manoharan, P.E.  
Project Manager

Jeff Masek, PE CCM  
Water/Wastewater Lead – Houston Region

Attachments: Exhibit A – Level of Effort  
Exhibit B – Construction Materials Testing Proposal

Signature below indicates that Task Order 7 is accepted in accordance with our Master Design Engineering Services Agreement dated May 10, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jack Whitlow  
Printed Name

\_\_\_\_\_  
Mayor  
Printed Title

\_\_\_\_\_  
June 12, 2023  
Date



## **Exhibit A – Level of Effort**

**City of Port Lavaca - Water Supply System Improvements  
 Bid and Construction Phase Services  
 Summary of Fees**

**Task Oder 7 - Basic Services**

Item	Description	AECOM	Subconsultants	Total
7A	Water System Improvements - Bid Phase	\$13,165		\$13,165
7B	Water System Improvements - Construction Phase	\$126,199		\$126,199
<b>Total Estimated Fee - Basic Services</b>				<b>\$139,365</b>

**Task Order 7 - Additional Services**

Item	Description	AECOM	Subconsultants	Total
7C	Construction Materials Testing		\$10,230	\$10,230
<b>Total Estimated Fee - Additional Services</b>				<b>\$10,230</b>

<b>Total Fee - Task Order 7</b>				<b>\$149,595</b>
---------------------------------	--	--	--	------------------

AECOM Exhibit A - Level of Effort Bid Phase Services - Water Supply System Improvements																
Proposal Date: June 6, 2023																
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS	
		\$370	\$227	\$275	\$256	\$276	\$268	\$224	\$136	\$118	\$185	\$156	\$123	\$97		
	LABOR															
	TASK DESCRIPTION														TASK FEE	
TASK 1 - Project Management																
1.1	Project Management and Administration (2 months)	2	2	0	0	0	0	0	0	0	0	0	0	2	\$1,388	
	1.1.1 Project Setup and Administration	2	2	0	0	0	0	0	0	0	0	0	0	2	\$1,388	
	a Project Setup and Update	1	1											1	\$694	
	b Oversight and Budget Tracking	1	1											1	\$694	
1.2	Meetings	0	4	0	2	0	0	1	0	4	0	0	0	0	\$2,118	
	1.2.1 Project Meetings	0	2	0	2	0	0	1		2	0	0	0	0	\$1,427	
	a Internal Meetings (2)		2		2			1		2					\$1,427	
	1.2.2 Project Coordination	0	2	0	0	0	0	0	0	2	0	0	0	0	\$690	
	a Project Coordination Meetings (2)		2							2					\$690	
1.3	Project Management Deliverables	1	2	0	0	0	0	0	2	0	0	0	0	2	\$1,291	
	1.3.1 Monthly Invoices	1	2	0	0	0	0	0	2	0	0	0	0	2	\$1,291	
	a Monthly Invoices (2 months)	1	2						2					2	\$1,291	
TASK 2 - Bid Services																
2.1	Bid Services	1	16	0	1	0	0	0	20	0	0	0	0	2	\$7,180	
	a Review of Front End Contract Documents		2						6						\$1,272	
	b Develop Advertisement		1						2						\$500	
	c Prebid Conference		6						4						\$1,908	
	d Prepare Meeting Minutes & Addenda		4						6					1	\$1,823	
	e Bid Opening		1												\$227	
	f Bid Tabulation & Recommendation	1	2		1				2					1	\$1,450	
TOTAL HOURS		4	24	0	3	0	0	1	22	4	0	0	0	6	\$11,976	
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$1,479.63	\$5,451.26	\$0	\$769	\$0	\$0	\$224	\$2,998	\$472	\$0	\$0	\$0	\$582		
															Check	\$11,976
NON-LABOR																
	Copies, Prints & Couriers														\$100	
	Advertisement Cost (Victoria Advocate)														\$731	
	Civcast Publication														\$108	
	Travel (Ground Transport, Parking, Meals, etc)														\$250	
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$1,189	
AECOM BASIC SERVICES EXPENSE TOTAL															\$13,165	
TOTAL BASIC SERVICES WORK PLAN															\$13,165	

AECOM Exhibit A - Level of Effort Construction Phase Services - Water supply System Improvements																	
Proposal Date: June 6, 2023																	
Task Number	Billing Rate	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTAL\$	
		\$376	\$227	\$275	\$256	\$188	\$276	\$286	\$224	\$138	\$118	\$195	\$156	\$123	\$97		
	LABOR																
	TASK DESCRIPTION															TASK FEE	
TASK 1 - Project Management																	
1.1	Project Management and Administration (10 months)	2	7	0	0	0	0	0	0	0	0	0	0	0	8	\$3,106	
1.1.1	Project Setup and Administration	2	7	0	0	0	0	0	0	0	0	0	0	0	8	\$3,106	
	a) Project Setup and Update	1	2												2	\$1,018	
	b) Oversight and Budget Tracking	1	5												6	\$2,088	
1.2	Meetings	1	94	0	1	0	9	9	1	70	51	0	0	0	1	\$42,738	
1.2.1	Project Meetings and Coordination	1	20	0	1	0	9	9	1	6	15	0	0	0	1	\$12,956	
	a) Construction Kickoff Meeting		6								6					\$2,071	
	b) Internal Kickoff Meeting	1	2		1		1	1	1	2	1				1	\$2,334	
	c) Partial Substantial Completion Inspection		8				8	8			8					\$7,097	
	d) Final Completion Inspection		4							4						\$1,454	
1.2.2	Project Status Meetings	0	74	0	0	0	0	0	0	64	36	0	0	0	0	\$29,782	
	a) Onsite Progress Meetings & Site Visits (8)		48							48	18					\$19,570	
	b) Agenda & Meeting Minutes		8							16						\$3,998	
	c) Additional Site Visits (3)		18								18					\$6,214	
1.3	Project Management Deliverables	0	15	0	0	0	0	0	0	26	2	0	0	0	12	\$8,351	
1.3.1	Project Plan and Schedule	0	3	0	0	0	0	0	0	6	2	0	0	0	0	\$1,735	
	a) Maintain Updated Project Safety Plan		1							2	2					\$736	
	b) Maintain Updated Construction Schedule		2							4						\$999	
1.3.2	Monthly Invoices and Progress Reports	0	12	0	0	0	0	0	0	20	0	0	0	0	12	\$6,615	
	a) Monthly Invoices & Progress Reports (12 months)		12							20					12	\$6,615	
TASK 2 - Construction Phase Services																	
2.1	Construction Phase Services	7	86	1	28	0	18	16	9	124	56	12	8	0	1	\$68,005	
	a) Review of Shop Drawings and Submittals (30)	1	24		20		14	8	5	28	20				1	\$24,332	
	b) Response to Request for Information (8)	1	6	1	6		4	4	2	8						\$7,252	
	c) Review of O&M Manuals (8)		2		2			4	2	8	12					\$4,987	
	d) Construction Contract Administration	4	40							60	24					\$21,577	
	e) Review of Pay Estimates (13)		12							14						\$4,634	
	f) Prepare Record Drawings	1	2							6		12	8			\$5,224	
TOTAL HOURS		10	202	1	29	0	27	25	10	220	109	12	8	0	22	\$122,199	
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$3,699.07	\$45,881.47	\$275	\$7,434	\$0	\$7,447	\$6,652	\$2,239	\$29,982	\$12,874	\$2,336	\$1,246	\$0	\$2,134		
																Check	\$122,199
NON-LABOR																	
Copies, Prints & Couriers																\$1,000	
Travel (Ground Transport, Parking, Meals, etc)																\$3,000	
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL																\$4,000	
AECOM BASIC SERVICES EXPENSE TOTAL																\$126,199	
BASIC SUBCONTRACTOR SERVICES AND MARKUP																	
SUBCONTRACTOR					Subcontract Amount						Subcontract Markup					Subcontract Expense	
TSI Laboratories - Construction Materials Testing [See attached for Detail]					\$9,743						\$487					\$10,230	
SUBCONTRACTOR BASIC SERVICES TOTALS																\$10,230	
TOTAL BASIC CONSTRUCTION PHASE SERVICES WORK PLAN																	\$136,430

## **Exhibit B – Construction Materials Testing Proposal**

**TSI LABORATORIES, INC.**  
**TBPE Firm Registration No. F-9236**



November 11, 2022

**Vinoth Manoharan**  
**AECOM**  
**19219 Katy Freeway Suite 100**  
**Houston, TX 77094**

**Re: Construction Material Testing Proposal**  
**Water Systems Plant Improvements**  
**628 W George St.**  
**Port Lavaca, TX 77979**

**Proposal No.: PV-211312**

Mr. Manoharan,

TSI Laboratories, Inc. (TSI) is pleased to submit our Construction Material Testing (CMT) **Proposal** for inspection services for the above referenced project.

TSI has been in business for over 26 years. Our technicians have acquired various state certifications and licenses. Our certifications allow us to test soils, concrete, asphalt, and steel materials. TSI conducts all testing of materials in accordance with state, TxDOT, U.S. Army Corps of Engineers, ASTM and National Standards. Our laboratories have accurate and calibrated state-of-the-art testing equipment. **TSI is currently accredited through the U.S. Army Corps of Engineers.**

#### **PROJECT INFORMATION**

The project consists of the construction of a new booster pump building area for a WSP. The project is located in Port Lavaca, TX.

#### **SCOPE OF SERVICES**

TSI's experienced and certified technicians will conduct all inspections and testing services for this project to verify strict compliance to project plans and specifications or as requested by project engineers or architects.

This proposal should be reviewed by all design professionals prior to starting this project. If the proposed work is deemed inaccurate, we will be happy to revise the proposal to meet the necessary requirements.

#### **SCHEDULING**

TSI Technicians will perform inspections and testing on a "per request" basis. The client will need to call to schedule all inspections and testing services with a minimum of 24 hrs. notice.



Proposal for: Vinoth Manoharan - AECOM  
 Water Systems Plant Improvements CMT - Port Lavaca, TX  
 November 11, 2022 TSI Proposal No. PV-221312

If 24 hr. advance notice is not given, we will send the next available technician, this can cause delays and, in some cases, make it impossible to fulfill the task.

**All scheduling should be done through the Victoria, Texas office by calling and speaking with dispatch at 361-578-6933. Technicians DO NOT schedule inspections or testing.**

### **REPORTING**

TSI Technicians are responsible for making sure that all work performed is within project specifications and completely daily reports on each project. Any work not meeting specifications will be reported to the site superintendent immediately, as well as our Project Manager.

TSI Project Manager will review all technicians' daily reports and communicate with the client regarding results in a timely manner.

### **REPORT DELIVERY**

TSI Technicians and/or Project Managers will report failing tests or non-compliance items immediately to the appropriate personnel noted on the project sheet. All reports are submitted digitally. Timeframes for lab reports vary. Digitally signed reports are generally sent within two (2) business days of test completion to all parties designated on the project sheet.

### **COMPENSATION**

Based on the information you provided the total cost for our testing services is estimated at **\$9,743.00**. A breakdown of this estimate is provided under "Estimated Cost and Quantities". Many factors that are beyond our control can have an effect on the final charges such as weather, contractors schedule, cancelled or failed tests or additional requested testing. If there are any changes or additions, the cost will be adjusted accordingly. This estimate is based on anticipated quantities and work schedules as per project plans provided to TSI by the client. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing. If paying with a credit card, a small processing fee will be added to total payment.

Technician time will be charged portal to portal from the closest TSI location (a minimum of 3 hours per call out). Normal work hours are 8am to 5pm, Monday thru Friday. Work performed before or after those hours will be charged at the overtime rate which is 1.5 times the regular technician rate. Technician time will be charged for sample pick up (a minimum of two (2) hours per pick up). Project manager time will be billed for report review at 0.5 hours per report issued (minimum charge of one (1) hour per monthly invoice).

Administrative charges will be billed at 0.5 hours per report prepared (minimum of one (1) hour per monthly invoice). Charges for failed tests and cancellations after technician is in route or has arrived to project will result in additional charges. A minimum of three (3) density tests will be charged per call out for compaction testing. Special permits, certifications or training required for the technician to access the job site will be billed to the customer at cost plus 15%.

### **ALLOCATION OF RISK**

The total cumulative liability of TSI, its officers, employees, and agents, to the client arising from Services under this agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by TSI under this Agreement; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omission in TSI's Services, whether alleged to arise in tort, contract, warranty, or other legal theory.

Proposal for: Vinoth Manoharan - AECOM  
Water Systems Plant Improvements CMT - Port Lavaca, TX  
November 11, 2022 TSI Proposal No. PV-221312

### INDEMNIFICATION

Subject to the provisions and limitations of this Agreement, TSI agrees to indemnify and hold harmless the Client against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by TSI's negligent performance of its Services under this Agreement.

The client agrees to indemnify and hold harmless TSI against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by the negligence of the Client.

### AUTHORIZATION

Acceptance of this proposal and all contained within it shall be provided by signing the attached signature page and returning the entire proposal along with the project sheet. Services will begin according to the schedule provided by the client. This proposal shall constitute the terms and conditions of the services to be provided by TSI.

This proposal is valid for a period of three (3) months from above date. Our regular hours of operation are Monday thru Friday 8AM to 5PM. If there are any questions, please call us at (361)578-6933.

Respectfully  
Submitted,



Erlinda L. Aguillon  
Estimator, TSI Laboratories, Inc.

This proposal is accepted in accordance with  
the TSI Laboratories, Inc. prices, terms (due  
upon receipt) and conditions listed.

Firm: \_\_\_\_\_

Authorized Representative:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal for: Vinoth Manoharan - AECOM  
 Water Systems Plant Improvements CMT - Port Lavaca, TX  
 November 11, 2022 TSI Proposal No. PV-221312

## ESTIMATED COST AND QUANTITIES

No.	Item Description	Unit	Qty.	Unit Cost	Total Cost
<b>1 Building Soil</b>					
1.1	Proctor	No.	1	\$155.00	\$155.00
1.2	PI	No.	1	\$60.00	\$60.00
1.3	-200	No.	1	\$35.00	\$35.00
1.4	Density	No.	30	\$20.00	\$600.00
1.5	Technician Time	Hrs.	30	\$45.00	\$1,350.00
1.6	Trips	Hrs.	8	\$35.00	<u>\$280.00</u>
				<b>Subtotal</b>	<b>\$2,480.00</b>
<b>2 Building Slab</b>					
2.1	Cylinders (2 set x 4 per set)	No.	8	\$16.50	\$132.00
2.2	Technician Time	No.	15	\$45.00	\$675.00
2.3	Trips	Hrs.	3	\$35.00	<u>\$105.00</u>
				<b>Subtotal</b>	<b>\$912.00</b>
<b>3 Building Roof</b>					
3.1	Cylinders (1 set x 6 per set)	No.	6	\$16.50	\$99.00
3.2	Oven Dry Unit Weights	No.	2	\$25.00	\$50.00
3.3	Technician Time incl. Concr./Rebar Insp.	No.	8	\$45.00	\$360.00
3.4	Trips	Hrs.	2	\$35.00	<u>\$70.00</u>
				<b>Subtotal</b>	<b>\$579.00</b>
<b>4 Concrete Supports</b>					
4.1	Cylinders (2 set x 4 per set)	No.	8	\$16.50	\$132.00
4.2	Technician Time incl. Concr./Rebar Insp.	No.	12	\$45.00	\$540.00
4.3	Trips	Hrs.	3	\$35.00	<u>\$105.00</u>
				<b>Subtotal</b>	<b>\$777.00</b>
<b>5 Masonry</b>					
5.1	CMU Blocks (1 sets x 3 per set)	Sets	1	\$175.00	\$175.00
5.2	Mortar Cubes (6 sets x 6 per set)	No.	36	\$20.00	\$720.00
5.3	Grout Prisms (6 sets x 4 per set)	No.	24	\$30.00	\$720.00
5.4	Tech Time	Hrs.	50	\$45.00	\$2,250.00
5.5	Trips	No.	10	\$35.00	<u>\$350.00</u>
				<b>Subtotal</b>	<b>\$4,215.00</b>
<b>6 Administration</b>					
6.1	Project Engineer	Hrs.	3	\$135.00	\$405.00
6.2	Project Manager	Hrs.	3	\$85.00	\$255.00
6.3	Clerical	Hrs.	3	\$40.00	<u>\$120.00</u>
				<b>Subtotal</b>	<b>\$780.00</b>
<b>Total estimated cost</b>					<b>\$9,743.00</b>

\*\* Estimated cost is based on estimated number of tests needed, also time and trips required to perform said testing. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing.\*\*

## COMMUNICATION

**SUBJECT:** Consider approval of New Plan Options for the 2023-2024 Fiscal Year, with Texas Municipal League (TML) Multi-State Intergovernmental Employee Benefits Pool, related to the City's group health insurance coverage. Presenter is Susan Lang

---

## INFORMATION:



# Memorandum

Date: June 8, 2023

To: The Honorable Mayor and City Council Members

From: JoAnna P. "Jody" Weaver, P.E., Interim City Manager  
Susan Lang, Finance Director

Reference: Health Insurance Plan Recommendation for FY 2024

We have received and reviewed the medical, dental and vision insurance plan options available to the City for the fiscal year beginning October 1, 2023, as offered by BCBS through TX Health Benefits Pool.

The 2023-24 Renewal rate for the same coverage currently offered will increase by 30%, or \$318,714. After reviewing the options offered, we are recommending a plan change that will reduce the increase to 2.46% or \$66,075.60.

Changes to plan coverage are highlighted below:

- The Individual Deductible will increase from \$750 to \$2,500.
- The Out-of-Pocket (OOP) Maximum will increase from \$4,000 to \$6,000.

Even with these changes, the City is projecting an increase to the annual budget of approximately \$66,076 for FY 2024. The City has been absorbing all increases over the past several years, rather than passing on to employees to share. We are recommending the same for this year, because we have increased individual deductibles by 233% and the OOP maximum by 50%.

Overall, the trend for the City's health insurance costs have risen from \$728,040 in fiscal year 2020 to a projected 964,151 for fiscal year 2024. We will continue to monitor changes in plan design in order to minimize rising costs to the City.

The dental coverage costs increased by 3,080, with no plan changes recommended. There were no changes or price increase to the vision plan offered to employees for fiscal year 2024.

Staff recommends the approval of BCBSTX Option 3 as offered by TX Health Benefits Pool, with continued coverage of the same plans for dental and vision.





## MEDICAL COST PROJECTION

Port Lavaca - PPORTLA1

06/01/23

MEMBER OPTION

Section VIII. Item #20.

Current Plan	30% Increase	
	2022-2023 Current Rates Copay-750-4K ER 80% / 50% PPO \$750 In Ded \$1,500 Out Ded \$4,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan	2023-2024 New Rates Copay-750-4K ER 80% / 50% PPO \$750 In Ded \$1,500 Out Ded \$4,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan
EE	\$627.32	\$815.52
EE + Spouse	\$1,273.52	\$1,655.58
EE + Child(ren)	\$1,104.14	\$1,435.40
EE + Family	\$1,850.64	\$2,405.84

### New Plan Options 2023-2024

	Option 1 18.02% Increase Copay-1500-5K ER 80% / 50% PPO (copay) \$1,500 In Ded \$3,000 Out Ded \$5,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan	Option 2 12.96% Increase Copay-2500-4K ER 80% / 50% PPO (copay) \$2,500 In Ded \$5,000 Out Ded \$4,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan	Option 3 6.22% Increase Copay-2500-6K ER 80% / 50% PPO (copay) \$2,500 In Ded \$5,000 Out Ded \$6,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan	Option 4 2.48% Increase Copay-3K-6K ER 80% / 50% PPO (copay) \$3,000 In Ded \$6,000 Out Ded \$6,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan
EE	\$740.36	\$708.64	\$666.34	\$642.88
EE + Spouse	\$1,503.00	\$1,438.60	\$1,352.72	\$1,305.10
EE + Child(ren)	\$1,303.10	\$1,247.28	\$1,172.82	\$1,131.54
EE + Family	\$2,184.10	\$2,090.52	\$1,965.74	\$1,896.54

Please sign & date option chosen:

Signature / Date

Signature / Date

Signature / Date

Signature / Date

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND RETURN TO YOUR MARKETING CONTACT BY 06/26/2023.

THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 07/01/2023 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 10/01/2023.

The information contained in this option includes proprietary information that should not be shared with other competitors or used to circumvent the requirements of Texas Competitive Bidding laws.





# Renewal Notice and Benefit Verification Form

Section VIII. Item #20.

## Port Lavaca

Original

Plan Year 10/01/2023 - 09/30/2024 (12 Months)

**IMPORTANT NOTICE:** A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.

### Medical

#### Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Copay-750-4K ER-DAW1&2	80/50	\$750	\$1500	\$4000	\$30	EE Only:	\$627.32	\$815.52
						EE + Spouse:	\$1,273.52	\$1,655.58
						EE + Child(ren):	\$1,104.14	\$1,435.40
						EE + Family:	\$1,850.64	\$2,405.84

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Plan Year.

### Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 60% employer contribution toward employee medical – Minimum employer contribution is \$489.31.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Copay-750-4K ER-DAW1&2	\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

### Dental

Rates	Current (Dental III)	New (Dental III)
EE Only:	\$37.64	\$40.66
EE + Family:	\$96.68	\$104.42

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**
\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

Rates	Current (Vol Standard)	New (Vol Standard)
EE Only:	\$6.88	\$6.88
EE + Family:	\$17.53	\$17.53

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:

EE+Family\*:

Amount	% of Rate**	Amount	% of Rate**
\$ _____ or _____ %		\$ _____ or _____ %	

\*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

### COBRA Eligibility and Administration (Continuation of Coverage)

COBRA Eligible? Yes

COBRA Administration through TX Health Benefits Pool? Yes

**NOTE:** Employer will be charged a flat monthly fee of \$80 regardless of how many members are utilizing COBRA.

### Benefit Waiting Period

1st of mo after 30 days

### Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No ☐ Yes ☐

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

#### Employer Member Additional Acknowledgements and Agreements

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
  - A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
  - B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.

**Please sign by the due date** and return this completed form via email to your Account Executive/Account Manager or TMLHealthMarketing@tmlhb.org.

746001927

Tax ID Number

Authorized Signature

Date

Printed Name

Title

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.