



CITY COUNCIL REGULAR MEETING

Monday, August 11, 2025 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, August 11, 2025 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81825870877?pwd=5pS2FZimi6lZAJUDpmvyEO94r4zeMF.1>

Meeting ID: 818 2587 0877

Passcode: 709147

*One Tap Mobile+13462487799,,81825870877#,,,*709147# US (Houston)*

Dial by your location+1346 248 7799 US (Houston)

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

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

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

- [A.](#) Minutes of July 07, 2025 Special Meeting and Workshop Session
- [B.](#) Minutes of July 07, 2025 Workshop Session (Supplemental Agenda)
- [C.](#) Minutes of July 14, 2025 Regular Meeting
- [D.](#) Minutes of July 14, 2025 Regular Meeting (Supplemental Agenda)
- [E.](#) Minutes of July 21, 2025 Special Meeting and Workshop Session
- [F.](#) Minutes of July 28, 2025 Workshop Session
- [G.](#) Review of Credit Card Statement
- [H.](#) Receive Monthly Financial Highlight Report
- [I.](#) Review Quarterly Investment Report (April 01, 2025 thru June 30, 2025)
- [J.](#) Consider Certification of Additional Sales and Use Tax
- [K.](#) Receive Employee Training Review Acknowledgment report ending 07.31.2025
- [L.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [M.](#) Ratify Participation in the New National Opioids Settlement: Purdue Estate
- [N.](#) Ratify City Harbor Lease Tracts 3,4,5,6,12 (799 LF of dockage to Miller's Seafood Co., Inc.

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

- [1.](#) Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:
 - a) 115 Bowie Street
 - b) 419 S. Nueces Street
 - c) 1106 Marcus Navarro

2. Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on August 11, 2025:
 - a) 115 Bowie Street
 - b) 419 S. Nueces Street
 - c) 1106 Marcus Navarro
3. Receive Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2025-2026 Fiscal Year. Presenter is Jody Weaver
4. Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Wayne Shaffer
5. Consider appointment of new member to the Port Commission to complete Mike McGuire's two-year term until May 2027. Presenter is Jim Rudellat
6. Consider appointment/reappointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith
7. Consider appointment of member(s) to the Building and Standards Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith
8. Consider request of the Events Committee for the Mayor to establish an Ad Hoc Committee to explore the feasibility and logistics of moving forward with "Miles by the Bay" Half-marathon and assign the Police Chief and the Public Works Director to this working group. Presenter is Tania French
9. Consider Contract Extension of Professional Administration and Engineering Services CDBG MIT Coastal Resiliency Infrastructure Grant Program, Contract No.22-087-001-D226. Presenter is Jody Weaver
10. Consider approval of Change Order No. 5, for the Water System Improvements Project, Certificate of Construction Completion and authorize release of Retainage and Final Payment. Presenter is Jody Weaver
11. Consider Resolution No. R-081125-1 of the City of Port Lavaca for adoption of the Federal Emergency Management Agency (FEMA) approved Calhoun County Multi-Jurisdictional Hazard Mitigation Plan (HMP). Presenter is Jody Weaver
12. Consider Resolution No. R-081125-2 of the City of Port Lavaca adopting an update to the City of Port Lavaca's written Hazard Communication Program. Presenter is Jody Weaver
13. Consider Resolution No. R-081125-3 of the City of Port Lavaca to support the Film Friendly Texas program and establish the City of Port Lavaca Film Friendly Guidelines. Presenter is Jody Weaver
14. Consider Second and Final reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision; Repeal Clause and effective date. Presenter is Colin Rangnow

15. Consider First reading of an Ordinance (S-3-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan
16. Consider First reading of an Ordinance (G-9-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Charges, Chapter 2 Administration; Chapter 8 Amusements and Entertainments, Sec. 8-28; Chapter 50, Sec. 50-67 Utilities - Water User Rates – GBRA, Residential and Commercial; Chapter 54 Waterways; and providing an effective date. Presenter is Jody Weaver
17. Consider First reading of an Ordinance (G-10-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 54 Waterways; Establishing an Appendix “B” for the Tariff Circular 1-A; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver
18. Consider First reading of an Ordinance (G-11-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 12 Buildings and Building Regulations, Article VI Requirements for Owners of Residential Properties used as Short-Term Rentals; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
19. Announcement by Mayor that City Council will retire into closed session:

 - To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Municipal Court Judge]). Presenter is Mayor Whitlow
20. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, August 11, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Thursday, August 07, 2025**.

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of July 07, 2025 Special Meeting and Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, July 07, 2025 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 7th day of July, 2025, the City Council of the City of Port Lavaca, Texas, convened in a special meeting 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	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke*	Councilman, District 6

*Left meeting at 6:30 p.m. during Workshop Session, agenda item #1.

And with the following absent: None

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 5:37 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

- Mayor Whitlow asked for comments from the public and the following citizen spoke:
 - Andy Cardona and Daniel Leita (112 Del Mar Dr. Port Lavaca, Texas). Soul to Sole Run Club – Stinger Supplements. Interested in having a Port Lavaca Half Marathon on March 21, 2026. Will come and ask for approval from Council around that time.

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

1. **Consider approval for Port Lavaca Main Street, Inc. to use portions of Nautical Landings for a “Doin’ it on the Deck” fundraising concert on August 29, 2025 Presenter is Tania French**

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves the Port Lavaca Main Street, Inc. to use portions of Nautical Landings for a “Doin’ it on the Deck” fundraising concert on August 29, 2025 and waive any fees associated with the event with exception of Alcohol in the Park permit fee.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

V. ADJOURN SPECIAL MEETING

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 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

Special Meeting adjourned at 8:00 p.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop to order at 5:52 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. **Review and discuss proposed edits, upgrades, improvements to the HR and Workplace Policies: Presenter is Jody Weaver**
- A. Chapter 5 (Formerly Chapter 4): Leave of Absence;
 - B. Chapter 6 (Formerly Chapter 5): Compensation.

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 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, and Councilwoman District 5 Bland-Stewart

Workshop adjourned at 8:00 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of July 07, 2025 Workshop Session (Supplemental Agenda)

INFORMATION:



SUPPLEMENTAL AGENDA

Monday, July 07, 2025 at 5:30 PM

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

MINUTES

WORKSHOP SESSION:

2. Discuss Chapter 8 Ordinance, Amusement and Entertainments, Article II, Amusement Machines, Section 8-22 Location and number of machines allowed within city limits. Presenter is Derrick Smith

Council discussed this agenda item.

No action necessary and none taken.

COMMUNICATION

SUBJECT: Minutes of July 14, 2025 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, July 14, 2025 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 14th day of July 2025, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke	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 6:30 p.m. and presided.

III. INVOCATION

- Councilwoman District 5 Bland-Stewart gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- There were no presentations.

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

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

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

- A. Minutes of June 02, 2025 Workshop Session
- B. Minutes of June 09, 2025 Regular Meeting
- C. Minutes of June 30, 2025 Special Meeting
- D. Review of Credit Card Statement
- E. Receive Monthly Financial Highlight Report
- F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- G. Receive Development Services Quarterly Report 04.04.2025 thru 06.30.2025
- H. Receive Quarterly Capital Projects Progress Report 04.01.2025 thru 06.30.2025
- I. Ratify Port Commission boat slip at Smith Harbor to Ausencio Reyna Rubio commencing 05.01.2025 thru 04.20.2025
- J. Receive Public Workshop Event Recap report from LJA Architects regarding the Port Lavaca Parks & Recreation Master Plan
- K. Receive Employee Training Review Acknowledgment report ending 06.30.2025

Motion made by Councilman District 2 Dent

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

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

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

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

1. Receive presentation from Victoria Economic Development Corporation (VEDC) Regional Partnership regarding activities in Port Lavaca, Calhoun County, and the Region. Presenter is Jonas Titas

Jonas Titus, representative of the Victoria Economic Development Corporation (VEDC) Regional Partnership was in attendance and advised Council about activities in Port Lavaca, Calhoun County, and the Region.

No action necessary and none taken.

2. **Consider the request of United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 20, 2025. Presenter is Tania French**

Events Coordinator French advised Council that the United Way of Calhoun County is planning its Family Fun Day for Saturday, September 20, 2025. As in year's past the group requests use of the Bayfront Peninsula Park for activities and games including both pavilions. The event is open to the public and community members are welcome to participate in the activities. This does not impact other use of the park. The United Way also requests waiver of fees for use of the park and pavilions.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 20, 2025 and also the waiver of any fees associated with the event, with the exception of Alcohol in the Park fee.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

3. **Consider appointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith**

Development Services Director Smith advised Council that for the past few years, the City of Port Lavaca has had issues with Planning Board Members not attending the regularly scheduled Planning Board meetings. On multiple occasions, meetings have been canceled due to a lack of quorum. In response, the Development Services Department sent out a request to all of the current Planning Board members asking that anyone unable to attend the regular scheduled meetings please submit their resignation. They were notified that we had several other citizens that were wishing to serve.

Mike Elgin, Current Planning Board Member, did email our office asking to resign. The remaining members stated that they were wanting to continue to serve on the board.

Mike Elgin's term will end in June 2026; therefore, it is staff's recommendation to nominate one of the two citizens below to complete Mr. Elgin's term.

- Louis Rubio
- Cynthia Escalera

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 appoints Cynthia Escalera to the Planning Board to complete Mr. Elgin's term to June 2026.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

4. **Consider approval of a Memorandum of Understanding between Texas A&M University-Corpus Christi on behalf of its Harte Research Institute for Gulf of Mexico Studies and the City of Port Lavaca. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that in July 2023, the City executed a two-year Memorandum of Understanding (MOU) with the Texas State University, home of the Meadows Center for Water and the Environment, which handled the Project Management for the General Land Office (GLO) Clean Coast Texas Collaborative Program. There have been some changes to the collaborative program and the program is now managed by the Harte Research Institute of the Gulf of Mexico Studies (HRI) housed at Texas A&M University – Corpus Christi campus. Therefore, our continued participation in the GLO Clean Coast Texas Program, a new MOU must be executed with the Texas A&M University – Corpus Christi.

The Clean Coast Texas program is a collaborative effort to assist local governments with strategies to improve water quality and stormwater management. We were initially introduced to the program by Calhoun County Coastal & Marine Resources Extension Agent, R.J. Shelly.

Over the past two years, we have benefited by participation in the program with several technical workshop sessions focused on flooding, green infrastructure and water pollution management. Our Clean Coast Texas team provided technical expertise for our successful application for the Communities Resiliency grant we recently received for an updated Comprehensive Plan. They have also worked with Wayne and I to develop a draft ordinance to adopt stormwater management policies. This draft ordinance was introduced to Council in a workshop last year and after some more editing, we plan to bring it back for further consideration this fall.

As before, there is no commitment of City dollars required to execute this MOU. More information about the Clean Coast Texas Program is available at <https://www.glo.texas.gov/coastal/clean-coast-texas>

Staff recommends Council approve this Memorandum of Understanding with the Texas A&M University – Corpus Christi and authorize the mayor to affix his signature.

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 the Memorandum of Understanding (MOU) between Texas A&M University - Corpus Christi, on behalf of its Harte Research Institute for Gulf of Mexico Studies, and the City of Port Lavaca, as presented.

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

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

5. **Consider Resolution No. R-071425-1 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations Procurement Method. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2269.056(a), of the Texas Government Code states that the governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity, and

WHEREAS, the City of Port Lavaca City Council has determined that the construction procurement method specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code provides the best value for the City of Port Lavaca for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”

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

THAT, the Council has decided to use the Competitive Sealed Proposal process as specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

6. **Consider Resolution No. R-071425-2 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Prevailing Wage Rate. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2258.022(a), of the Texas Government Code states: For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work, and

WHEREAS, Section 2258.022(a) of the Texas Government Code Subsections (1) and (2) go on to state the public body's options in fulfilling its statutory responsibility of determining prevailing wage rates as being: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments;

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

THAT, the City of Port Lavaca City Council hereby selects Section 2258.022(a), Subsection (2) of the Texas Government Code as its option in determining the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments as can be found on the following web site (www.wdol.gov/dba.aspx#0), for the construction project titled "City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations".

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

7. **Consider Resolution No. R-071425-3 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Delegation of Authority. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2269.053(a), of the Texas Government Code provides that the governing body of a governmental entity may delegate its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other, and

WHEREAS, The City of Port Lavaca City Council wishes to delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”;

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

THAT, the City of Port Lavaca City Council hereby delegates its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under SECTION 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”, and

THEREFORE, LET IT BE FURTHER RESOLVED by the City of Port Lavaca City Council that it desires for Jody Weaver, City Manager, within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations” to form a committee of her choosing, which may, but not necessarily, include some members of the City Council of the City of Port Lavaca in numbers not establishing a quorum of the Council, to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City of Port Lavaca City Council for final approval.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

8. **Consider Resolution No. R-071425-4 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Selection Committee and Proposal Ranking Criteria. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2269.053(a), of the Texas Government Code provides that the governing body of a governmental entity may delegate its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other, and

WHEREAS, the City of Port Lavaca City Council by resolution adopted on July 14th 2025 did delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, Interim City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”;

AND WHEREAS the City of Port Lavaca City Council stated in that resolution that its desire was for Jody Weaver, Interim City Manager within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations” to form a committee of her choosing, including but not limited to some members of the City Council of the City of Port Lavaca, to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City Council of the City of Port Lavaca for final approval.

NOW THEREFORE BE IT RESOLVED by Jody Weaver, Interim City Manager, that she hereby appoints the following committee to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code and as directed by the City Council of the City of Port Lavaca:

Jody Weaver	Interim City Manager
Brittney Hogan	Finance Director
Mandy Grant	City Secretary
Derrick Smith	Director of Development Services
Tim Dent	Councilman
Justin Burke	Councilman
Brian Parker	Architect’s Project Manager

NOW THEREFORE LET IT BE FURTHER RESOLVED by Jody Weaver, Interim City Manager, that she has chosen the following criteria for the committee as a corporate body to consider in the selection of an Offeror submitting a proposal on this project along with the stated weighting of each of the criteria:

Price	50%
Offeror’s Qualifications	40%
Time	10%

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

9. **Consider Second and Final reading of an Ordinance (G-4-25) 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 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Second and Final reading of an Ordinance (G-4-25) 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 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit

10. **Consider Second and Final reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Second and Final reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Voting Nay:

Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron,

Tie Breaker:

Mayor Whitlow voted Yea; therefore, Ordinance G-5-25 was adopted.

11. **Consider First reading of Ordinance (G-7-25) 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 8 Amusement and Entertainments, Section 8-22 Location and number of machines allowed within city limits; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 2 Dent

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

THAT, this agenda item be passed to another meeting.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

12. **Consider First reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision; Repeal Clause and effective date. Presenter is Colin Rangnow**

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of staff, Council hereby approves the First reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

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

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

Mayor Whitlow announced that Council would retire into closed session at 8:10 p.m.

14. **Return to Open Session and take any action deemed necessary with regard to matters in closed session**

Mayor Whitlow announced that Council was back in open session at 9:28 p.m.

No action necessary and none taken.

IX. ADJOURNMENT

Motion made by Councilman District 2 Dent

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Meeting adjourned at 9:29 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of July 14, 2025 Regular Meeting (Supplemental Agenda)

INFORMATION:



SUPPLEMENTAL AGENDA

Monday, July 14, 2025 at 6:30 PM

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

MINUTES

15. **Consider the recommendation of the Planning Board for a conceptual plan for lots two (2) and three (3) of Mimi's Subdivision, Property ID #94741 and #94742, at 416 Independence Drive and take any action deemed necessary. Presenter is Derrick Smith**

The following were in attendance and addressed Council:

- Albert Garcia, Landowner;
- Benjamin Copeland, representative for Southern Gulf Solutions (SGS); and
- Jesus Anaya, representative for Southern Gulf Solutions (SGS).

Development Services Director Smith advised Council that the applicant for the proposed conceptual plan is planning to purchase and finish out the building located at 416 Independence to provide office spaces. The applicant is also planning to purchase lot three (3) for parking and storage. Smith said the Planning Board did not meet to discuss this conceptual plan.

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves a conceptual plan for lots two (2) and three (3) of Mimi's Subdivision, Property ID #94741 and #94742, at 416 Independence Drive.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

COMMUNICATION

SUBJECT: Minutes of July 21, 2025 Special Meeting and Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, July 21, 2025 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 21st day of July, 2025, the City Council of the City of Port Lavaca, Texas, convened in a special meeting 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	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
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Constituting a quorum for the transaction of business, at which time the following business was transacted:

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

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

III. COMMENTS FROM THE PUBLIC

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

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

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

1. **Receive presentation from Pettit & Ayala Consulting regarding the use of Tax Increment Financing and the creation of a Tax Increment Reinvestment Zone (TIRZ) as an economic development tool for the City of Port Lavaca. Presenter is David Pettit**

David Pettit and Natalie Moore, representatives of Pettit & Ayala Consulting, made a presentation to Council regarding the use of Tax Increment Financing and the creation of a Tax Increment Reinvestment Zone (TIRZ) as an economic development tool for the City of Port Lavaca.

No action necessary and none taken.

2. **Consider approval of the Professional Services Proposal of Pettit & Ayala to provide professional economic development services to the City, including, but not limited to services relating to creation of a Tax Increment Reinvestment Zone (TIRZ). Presenter is Jody Weaver**

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves the Professional Services Proposal of Pettit & Ayala to provide professional economic development services to the City, including, but not limited to services relating to creation of a Tax Increment Reinvestment Zone (TIRZ), in the lump sum fee of \$40,000.00.

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

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

3. **Announcement by Mayor that City Council will retire into closed session:**
 - **To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Municipal Court Judge]). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 7:38 p.m.

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

Mayor Whitlow announced that Council was back in open session at 8:24 p.m.

Motion made by Councilman District 1 Aguirre

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

THAT, Raymond B. Perez be removed as Municipal Court Judge for the City of Port Lavaca on grounds of misconduct, incompetence and refusal to magistrate, effective immediately.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart

Voting Nay:

Councilman District 2 Dent, Councilman District 6 Burke

Motion made by Councilwoman District 5 Bland-Stewart

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

THAT, the Interim City Manager is directed to post for a Municipal Court Judge for the City of Port Lavaca.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

After adjournment of the meeting, Assistant City Attorney Arriaga made a clarification to Council that the motion to remove the Municipal Court Judge had actually failed due to not having a two-thirds vote by the whole Council. The vote was 3 ayes, 2 nays and 1 absence. The Charter is as follows:

Sec. 6.03. - Municipal Court.

There shall be established and maintained a Municipal Court for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by the laws of the State of Texas.

The Court shall be presided over by a Judge. He/she shall be appointed by a two-thirds (2/3) majority of the entire Council and removed by the same vote for misconduct, incompetency or malfeasance. His/her term shall be for a period of two (2) years. At the time of appointment he/she must be a qualified voter and a resident of the City for at least one (1) year. He/she shall receive such compensation as the Council shall determine.

The Council may at its discretion appoint one or more temporary Associate Judges of the Municipal Court who shall have the power to perform the same duties as the Municipal Court Judge. Such temporary Associate Judge(s) shall be required to be a qualified voter, however, shall not be required to be a resident of the City or registered to vote in the City.

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 6 Burke

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

Special Meeting adjourned at 8:29 p.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop to order at 8:29 p.m. and presided.

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. Review and discuss Zoning Ordinance. Presenter is Derrick Smith

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 Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilwoman District 5 Bland-Stewart and Councilman District 6 Burke

Workshop adjourned at 9:09 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of July 28, 2025 Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, July 28, 2025 at 1:00 PM

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

MINUTES

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

On this the 28th day of July, 2025, the City Council of the City of Port Lavaca, Texas, convened in a special meeting and workshop session at 1:00 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippit*	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke	Councilman, District 6

*Councilman Tippit arrived at 1:10 p.m. during discussion of agenda #3 of special meeting.

And with the following absent:

None

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

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 1:05 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

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

- 1. Consider approval of the professional services contract with KSBR, LLC for Grant Administration and Planning Services for the City's General Land Office (GLO) Contract No. 23-160-104-F112. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, Council hereby approves the Professional Services contract with KSBR, LLC for Grant Administration and Planning Services for the City's General Land Office (GLO) Contract No. 23-160-104-F112.

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

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

- 2. Consider Resolution No. R-072825-1 of the City of Port Lavaca, Texas, authorizing signatories for the awarded Community Development Block Grants - Mitigation Program Resilient Community Program from the Texas General Land Office. Presenter is Jody Weaver**

Motion made by Councilman District 6 Burke

WHEREAS, the City of Port Lavaca has been awarded Community Development Block grants from the Texas General Land Office (GLO) to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and

WHEREAS, it is necessary to authorize signatories for GLO documents so that the City of Port Lavaca can receive funding through the CDBG grant.

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

Section 1. That the City Council directs and designates the City Mayor, Interim City Manager as contractual signatories, and the Mayor, Interim City Manager, and City Finance Director as financial signatories.

Section 2. This resolution shall become effective immediately upon adoption.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

3. Consider Letter of Support for the Matagorda Ship Channel Improvement Project Proposal under WRDA Section 7001 to Address the Section 902 Cost Limit. Presenter is Jody Weaver

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves the Letter of Support for the Matagorda Ship Channel Improvement Project Proposal under WRDA Section 7001 to Address the Section 902 Cost Limit.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippet,

V. ADJOURN SPECIAL MEETING

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 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Special Meeting adjourned at 1:21 p.m.

Council Recessed at 1:21 p.m. and returned at 1:31 p.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop to order at 1:31 p.m. and presided.

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. Review and discuss proposed Capital Improvement Plan (CIP) and other Plans for 2025-2026 Fiscal Year Budget. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

Council Recessed at 2:45 p.m. and returned at 3:00 p.m.

IX. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 2 Dent

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Workshop adjourned at 5:10 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #G.

CITY OF
Account Number: XXXX XXXX XXXX 0305Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
June 7, 2025 to July 8, 2025

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$3,874.57
- Payments	\$3,874.57
- Other Credits	\$0.00
+ Purchases	\$8,540.71
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$8,540.71

Account Number XXXX XXXX XXXX 0305
Credit Limit \$26,500.00
Available Credit \$17,959.00
Statement Closing Date July 8, 2025
Days in Billing Cycle 32

PAYMENT INFORMATION

New Balance: \$8,540.71
Minimum Payment Due: \$256.23
Payment Due Date: August 2, 2025

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
06/09	06/09	85431895000XV6D3E	PAYMENT - THANK YOU	\$3,874.57-

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: \$8,540.71
Minimum Payment Due: \$256.23
Payment Due Date: August 2, 2025

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

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

**TRANSACTIONS (continued)**

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0305				\$3,874.57-
06/10	06/11	5174295522AHLY4J2	IDENTOGO - TX FINGERPR 877-512-6962 MA	\$10.21
06/30	07/01	51742955N2F1TYJRN	IDENTOGO - TX FINGERPR 877-512-6962 MA	\$10.21
07/03	07/04	25247805R00G14LN3	DOUBLEDARES PIZZAWORKS VICTORIA TX	\$21.46
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$41.88
06/10	06/11	555062952APPMN3ZY	FUEL STOP PORT LAVACA TX	\$30.00
06/17	06/18	575402458MKA47XHX	VISTAPRINT 8662074955 MA	\$53.01
06/19	06/20	05416015A43A6B8SD	WAL-MART #1098 PORT LAVACA TX	\$12.57
06/23	06/24	55506295FB5FPMJQK	FUEL STOP PORT LAVACA TX	\$20.00
06/26	06/27	52653845HLTGSWLNG	FULL SOURCE, LLC 9042962240 FL	\$188.47
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$304.05
06/10	06/11	22303795101K5KYJT	TEXAN 8 VICTORIA TX	\$9.48
06/10	06/12	523018652APZSG39G	SUNOCO 0495736100 QPS WACO TX	\$12.45
06/15	06/17	5544732570N8N5QBS	FIRE PROTECTION PUB STILLWATER OK	\$79.48
06/29	07/01	55447325M0P3T1VL1	FIRE PROTECTION PUB STILLWATER OK	\$79.85
07/03	07/04	55263525TBG33P030	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$36.46
07/04	07/04	57540245TMMFN7V98	JONES & BARTLETT LEARN 8008320034 MA	\$59.96
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$277.68
06/06	06/08	57540244XLXQ82MHM	EB *TML REGION 11 QUAR 8014137200 CA	\$400.68
06/25	06/26	82305095HEHMAPYGV	TMCEC AUSTIN TX	\$150.00
06/25	06/26	82305095HEHMAWG3Z	TMCEC AUSTIN TX	\$100.00
06/26	06/27	82305095JEHMD0TVR	TMCEC AUSTIN TX	\$100.00
06/26	06/27	82305095JEHMQZVWY	TMCEC AUSTIN TX	\$150.00
07/01	07/02	05436845N8PM6KQP0	WALMART.COM 8009256278 BENTONVILLE AR	\$55.32
07/01	07/02	82305095PEHMF9V04T	TMCEC AUSTIN TX	\$150.00
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$1,106.00
06/06	06/08	55432864X5VGVY6PV	INT'L CODE COUNCIL INC 888-422-7233 IL	\$365.00
06/06	06/08	55432864X5VGVY6R3	INT'L CODE COUNCIL INC 888-422-7233 IL	\$39.00
06/07	06/08	55432864Y5VPPGVWZ	APPLE.COM/BILL 866-712-7753 CA	\$1.07
06/20	06/25	55546505FB631MY6L	SMARTSIGN BROOKLYN NY	\$170.00
07/07	07/07	55432865W5W4S8AE4	INT'L CODE COUNCIL INC 888-422-7233 IL	\$124.60
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$699.67
06/18	06/19	555003659AZNZRE7M	WALMART.COM WALMART.COM AR	\$79.46
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$79.46
06/09	06/10	821175550EHMDBS4X	METROPOLIS PARKING NASHVILLE TN	\$21.00
06/10	06/11	5543687524ZSTK9RB	ORIGIN HOTEL AUSTIN AUSTIN TX	\$387.32
		CHECK-IN 06/08/25	FOLIO #30203893	
06/10	06/11	821175551EHMDD3HR	METROPOLIS PARKING NASHVILLE TN	\$21.00
06/18	06/18	5543286595Z7KXFSB	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$45.00
06/18	06/19	5543286595ZQ59LG0	SQ *THE DONUT PALACE PORT LAVACA TX	\$44.00
07/06	07/07	55483825W0AV446AX	SAMS CLUB RENEWAL DALLAS TX	\$50.00
07/07	07/08	55310205X70WHERVX	SWANK MOTION PICTURES SAINT LOUIS MO	\$510.00
BRITTNEY HOGAN				

Transactions continued on next page



CITY OF

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXX3462	\$1,078.32
07/03	07/04	05436845TEHWQL5M9	DOMINO'S 6723 PORT LAVACA TX JOE REYES JR	\$80.24
			TOTAL XXXXXXXXXXXX0215	\$80.24
06/07	06/08	55432864Y5VRT0JJY	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$1,625.00
06/13	06/15	5543286545XT1QZR2	CCSI EFAX CORPORATE 323-817-1155 CA	\$137.94
06/18	06/19	0543684598PL9K72W	WALMART.COM 8009256278 BENTONVILLE AR	\$35.42
06/23	06/24	55432865E6127LG81	UPS*BILLING CENTER 800-811-1648 GA JOANNA WEAVER	\$81.71
			TOTAL XXXXXXXXXXXX0249	\$1,880.07
07/03	07/04	55436875R7X5NX5J3	CARROLLS GUN SHOP WHARTON TX	\$589.19
07/03	07/06	85426235TWGNQWM2H	WHARTON COUNTY JR. COL WHARTON TX COLIN RANGNOW	\$1,250.00
			TOTAL XXXXXXXXXXXX2286	\$1,839.19
06/11	06/13	555465053AT3EW4MR	EMBASSY SUITES BY HILT MCALLEN TX	\$434.70
		CHECK-IN 06/09/25	FOLIO #284327	
06/11	06/13	555465053AT3EW56P	EMBASSY SUITES BY HILT MCALLEN TX	\$434.70
		CHECK-IN 06/09/25	FOLIO #284328	
07/07	07/08	05314615X00D3AYG0	2201 - SPRINKLERWHSE HOUSTON TX CYNTHIA HEYSQUIERDO	\$284.75
			TOTAL XXXXXXXXXXXX3185	\$1,154.15

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.49% (v)	\$0.00	32	\$0.00
Cash Advances	18.49% (v)	\$0.00	32	\$0.00

(v) - variable

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

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

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

CREDITING OF PAYMENTS

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

BILLING RIGHTS SUMMARY***What to do if You Think You Find a Mistake on Your Statement***

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

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

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

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

Your Rights if You are Dissatisfied with Your Credit Card Purchases

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

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

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

EXPLANATION OF INTEREST CHARGES

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

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

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

ANNUAL FEE DISCLOSURES

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

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

CREDIT BALANCES

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

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

 Name (if incorrect on reverse side)

 Street address

 City

 State

 Zip Code

 Effective Date: Month, Day, Year

 Signature

 Home Phone

 Work Phone

COMMUNICATION

SUBJECT: Receive Monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

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

To: Mayor and Members of the City Council
From: Brittney Hogan, Finance Director 
Subject: FY 24-25 Financial Highlights through **July 31, 2025**
Date: August 5, 2025

Below are the following reports for the period ending **July 31, 2025**, or **83%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,892,031** for the year as of June Collections in FY 24-25 are 96.01% of total adjusted tax levy. Total current year Property Taxes Outstanding as of June is **\$610,945**.

In the General Fund, revenues through **07/31/2025** are 82% of budget. In addition:

1. *Current Property Tax* collections - are **\$4,953,879** for the year, as of July Collections on FY 24-25 are 108% of the budget.
2. *Sales Tax* collections through July were **\$2,965,601** or 80% of budget. Collections through July in FY 23-24 were **\$3,073,760**.
3. *Licenses & Permits* collections are **\$261,722** for the year, or 97% of budget. Collections through July in FY 23-24 were **\$90,712**.
4. *Bauer Center Rentals* through July are **\$60,010** or 60% of budget. Collections through July in FY 23-24 were **\$59,897**.
5. *Court Fines* are **\$86,169** for the year, or 72% of budget. Collections through July in FY 23-24 were **\$46,497**.

Expenditures in the General Fund for the year are **78%** of the budget.

Target: 83%

In the Utility Fund, revenues as of **07/31/25** are **76%** of the budget. In addition:

1. *Metered Water* sales through July are **\$2,391,485 or 73%** of the budget. Collections through July in FY 23-24 were **\$2,328,740**.
2. *Residential Sewer* sales through July are **\$1,341,505 or 86%** of the budget. Collections through July in FY 23-24 were **\$1,253,557**.
3. *Garbage Billings* through July are **\$844,701 or 83%** of the budget. Collections through July in FY 23-24 were **\$787,119**.

Expenditures in the Utility Fund for the year is **79%** of the budget.

In the HOT Fund, revenues as of **07/31/25** are **90%** of the budget. In addition:

1. *Hotel Occupancy Taxes* through July are **\$477,890 or 80%** of the budget. Collections through July FY 23-24 were **\$435,495**.

Expenditures in the HOT Fund for the year is **83%** of budget

In the Beach Fund, revenues as of **07/31/25** are **35%** of the budget. In addition:

1. *RV Rentals* through July are **\$65,244 or 28%** of the budget. Collections through June in FY 23-24 were **\$135,421**.

Expenditures in the Beach Fund for the year is **56%** of the budget

In the Ports & Harbors Fund, revenues as of **07/31/25** are **58%** of the budget. * In addition:

1. *Dock Leases* through July are **\$413,689 or 88%** of the budget. Collections through July in FY 23-24 were **\$357,545**.
2. *Tariffs* through July are **\$111,847 or 86%** of the budget. Collections through July FY 23-24 were **\$112,010**.
3. *NL Building Lease* through July is **\$78,894 or 88%** of the budget. Collections through July in FY 23-24 were **\$71,332**.

Expenditures in the Ports and Harbors Fund for the year is **58%** of the budget.

***Revenues are 87% of budget when Grant Revenue is excluded from budget balance.**

Summary – FY 2024-2025 through 07/31/25

<u>Fund</u>	<u>Revenues</u>	<u>%</u> <u>Budget</u>	<u>Expense</u>	<u>%</u> <u>Budget</u>	<u>Revenues</u> <u>Less</u> <u>Expense</u>
General	\$ 10,293,128	83%	\$ 10,051,194	78%	\$ 241,934
Utility	\$ 6,297,643	76%	\$ 6,650,227	79%	\$ (352,584)
HOT	\$556,486	90%	\$ 635,732	83%	\$ (79,245)
Beach	\$ 92,927	35%	\$ 153,720	56%	\$ (60,792)
Port	\$ 881,206	58%	\$ 475,232	58%	\$ 405,973
Total					\$ 155,286

241,934.00
352,584.00
79,245.00
60,792.00
405,973.00

-001

155,286.00



Port Lavaca
PROPERTY TAX COLLECTION REPORT
June 30, 2025

TAXES DUE AT CERTIFICATION 6,088,413.16

Adjustments to Date 2,690.95

TOTAL TAX LEVY 6,091,104.11

2024 Tax Collections

	Base	Penalties & Interest	Total
October	2,569,585.63	0.00	2,569,585.63
November	588,240.96	0.00	588,240.96
December	580,699.77	0.00	580,699.77
January	1,379,244.48	0.00	1,379,244.48
February	407,408.82	13,229.82	420,638.64
March	125,126.73	10,070.82	135,197.55
April	79,982.55	6,595.22	86,577.77
May	79,724.25	8,565.64	88,289.89
June	38,197.44	5,359.66	43,557.10
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00

TOTAL 5,848,210.63 43,821.16 **5,892,031.79**

Last Year %
Collected

% Collected

96.01%

96.22%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 0.00

2024 TAXES OUTSTANDING 242,893.05

% Current Outstanding 3.99%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	4,959.41	3,228.48	8,187.89
November	14,938.19	5,808.40	20,746.59
December	11,576.04	4,227.26	15,803.30
January	7,277.13	2,634.30	9,911.43
February	19,158.01	7,560.76	26,718.77
March	5,817.16	2,796.09	8,613.25
April	21,180.29	4,447.92	25,628.21
May	6,267.68	4,244.46	10,512.14
June	4,392.66	2,018.44	6,411.10
July			0.00
August			0.00
September			0.00

TOTAL 95,566.57 36,966.11 132,532.68

DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING

368,052.54

610,945.59

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

Section VII. Item #H.

		Monthly	Prior Year %	General	TOTAL	General Fund Budget		Total YTD	Prior Year Percent	
		Allocation	Inc (Dec)	Fund	Year-to-Date	Month	Y-T-D	Percent	Increase (Decrease)	
			Month		Allocation			of Budget	Month	Y-T-D
Fiscal Year 2021-22										
Recv'd										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

Fiscal Year 2022-23										
Recv'd										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

Fiscal Year 2023-24										
Recv'd										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep	323,607	2%	\$323,607	3,656,993	332,358	3,723,952	98.20%	2.4%	3.3%

Fiscal Year 2024-25										
Recv'd										
Dec	Oct	285,545	2%	\$285,545	285,545	286,185	286,185	99.78%	1.6%	1.6%
Jan	Nov	283,901	1%	\$283,901	569,445	284,895	571,080	99.71%	1.5%	1.5%
Feb	Dec	365,840	10%	\$365,840	935,285	340,081	911,160	102.65%	9.5%	4.5%
Mar	Jan	247,979	-6%	\$247,979	1,183,264	269,747	1,180,908	100.20%	-6.4%	2.0%
Apr	Feb	246,773	-15%	\$246,773	1,430,037	294,394	1,475,302	96.93%	-14.6%	-1.3%
May	Mar	321,275	-6%	\$321,275	1,751,311	347,540	1,822,842	96.08%	-5.9%	-2.2%
Jun	Apr	291,403	-8%	\$291,403	2,042,714	323,228	2,146,070	95.18%	-8.2%	-3.1%
Jul	May	277,711	-8%	\$277,711	2,320,425	308,008	2,454,077	94.55%	-8.2%	-3.7%
Aug	Jun					311,794	2,765,871			
Sep	Jul					314,646	3,080,517			
Oct	Aug					313,902	3,394,420			
Nov	Sep					329,532	3,723,952			

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

001-GENERAL FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	9,092,373	9,092,373	0	358,073.02	8,436,501.45	0.00	655,871.55	92.79
LICENSES & PERMITS	268,410	268,410	0	18,487.67	261,722.36	0.00	6,687.64	97.51
USER & SERVICE CHARGES	103,250	103,250	0	3,892.66	63,695.02	0.00	39,554.98	61.69
FINES & FORFEITURES	294,000	294,000	0	26,271.64	231,984.96	0.00	62,015.04	78.91
OTHER REVENUE	565,950	566,550 (	600)	30,300.69	267,482.54	0.00	299,067.46	47.21
GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	325,971.02	0.00	194,148.98	62.67
INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	705,771.52	0.00	861,869.48	45.02
TOTAL REVENUES	12,411,744	12,412,344 (	600)	462,203.68	10,293,128.87	0.00	2,119,215.13	82.93
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	3,379.35	27,373.49	0.00	3,510.51	88.63
CITY MANAGER	422,786	783,097 (	360,311)	29,960.01	616,869.24	75,000.00	91,227.76	88.35
CITY SECRETARY	251,461	251,461	0	16,434.53	193,076.29	0.00	58,384.71	76.78
HUMAN RESOURCE	100,395	100,395	0	8,606.64	72,206.36	0.00	28,188.64	71.92
MUNICIPAL COURT	177,937	177,937	0	13,647.76	148,643.45	0.00	29,293.55	83.54
TECHNOLOGY SERVICES	510,222	510,222	0	59,985.26	521,185.24	27,812.00 (	38,775.24)	107.60
FINANCE	393,798	405,888 (	12,090)	32,712.86	316,299.03	0.00	89,588.97	77.93
CITY HALL	548,378	549,299 (	921)	40,287.98	181,879.45	160,744.98	206,674.57	62.37
POLICE	2,887,828	2,898,150 (	10,322)	188,051.09	2,292,822.65	0.00	605,327.35	79.11
FIRE	2,146,503	2,149,964 (	3,461)	200,433.86	1,681,425.36	0.00	468,538.64	78.21
ANIMAL CONTROL	256,834	262,961 (	6,127)	21,547.90	180,900.57	0.00	82,060.43	68.79
CODE ENFORCEMENT/INSPECT	491,452	520,935 (	29,483)	79,016.53	334,770.86	46,450.00	139,714.14	73.18
STREETS	3,097,966	3,103,602 (	5,636)	98,960.02	1,696,496.02	447,915.48	959,190.50	69.09
PARKS & RECREATION	877,803	881,503 (	3,700)	60,295.12	752,351.13 (	0.02)	129,151.89	85.35
BAUER CENTER	315,614	322,864 (	7,250)	79,495.74	300,457.25	8,752.35	13,654.40	95.77
NON-DEPARTMENTAL	866,703	848,474	18,229	13,306.89	734,438.13	1,000.00	113,035.87	86.68
TOTAL EXPENDITURES	13,376,564	13,797,636 (	421,072)	946,121.54	10,051,194.52	767,674.79	2,978,766.69	78.41
REVENUES OVER/(UNDER) EXPENDITURES	(964,820)	(1,385,292)	420,472 (	483,917.86)	241,934.35 (	767,674.79) (	859,551.56)	37.95

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,595,671	4,595,671	0	28,377.50	4,953,879.20	0.00 (358,208.20)	107.79	
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	9,247.29	100,263.82	0.00	83.55	
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	279,046.77	2,965,600.68	0.00	79.64	
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	29,100.05	0.00	46.94	
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	33,473.13	235,842.04	0.00	68.36	
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	193.52	11,841.63	0.00	37.01	
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	12,206.89	0.00	24.41	
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	5,262.10	100,200.09	0.00	77.83	
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,472.71	24,065.55	0.00	68.76	
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	3,501.50	0.00 (3,501.50)	0.00	
TOTAL TAXES		9,092,373	9,092,373	0	358,073.02	8,436,501.45	0.00	655,871.55	92.79
LICENSES & PERMITS									
421.02	BUILDER LICENSES	7,000	7,000	0	650.00	10,100.00	0.00 (3,100.00)	144.29	
422.01	ELECTRICAL PERMITS	25,000	25,000	0	2,700.00	11,176.92	0.00	44.71	
422.02	BUILDING PERMITS	157,000	157,000	0	5,527.67	143,124.79	0.00	91.16	
422.03	PLUMBING PERMITS	22,000	22,000	0	400.00	9,975.00	0.00	45.34	
422.04	MECHANICAL PERMITS	5,600	5,600	0	600.00	3,485.00	0.00	62.23	
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	1,170.00	0.00 (1,170.00)	0.00	
422.07	ALCOHOL IN THE PARK PE	0	0	0	50.00	600.00	0.00 (600.00)	0.00	
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	170.00	2,425.00	0.00	93.27	
423.03	LIENS	1,500	1,500	0	0.00	175.75	0.00	11.72	
423.90	OTHER PERMITS & FEES	30,000	30,000	0	2,720.00	17,883.84	0.00	59.61	
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00 (94.74)	0.00	
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	0.00	6,915.00	0.00	97.26	
424.02	AMUSEMENT PERMIT FEES	300	300	0	4,000.00	4,000.00	0.00 (3,700.00)	1,333.33	
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	125.00	0.00	12.50	
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	675.00	0.00 (675.00)	0.00	
424.05	PLAN REVIEW FEES	9,000	9,000	0	1,400.00	48,854.32	0.00 (39,854.32)	542.83	
425.01	ANIMAL LICENSES & FEES	200	200	0	270.00	857.00	0.00 (657.00)	428.50	
426.01	ALARM FEES	100	100	0	0.00	85.00	0.00	85.00	
TOTAL LICENSES & PERMITS		268,410	268,410	0	18,487.67	261,722.36	0.00	6,687.64	97.51
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	3,550.00	60,010.00	0.00	39,990.00	60.01
435.07	BAYFRONT RENTALS	750	750	0	0.00	850.00	0.00 (100.00)	113.33	
435.08	CREDIT CARD CONVENIENC	0	0	0	255.16	1,715.52	0.00 (1,715.52)	0.00	
439.01	POLICE SERVICES	2,000	2,000	0	87.50	1,119.50	0.00	880.50	55.98
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES		103,250	103,250	0	3,892.66	63,695.02	0.00	39,554.98	61.69

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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001-GENERAL FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	95,000	95,000	0	11,729.52	89,455.47	0.00	5,544.53	94.16
441.02	TAX ATTORNEY FEES	50,000	50,000	0	6,476.27	31,465.80	0.00	18,534.20	62.93
443.01	COURT FINES	120,000	120,000	0	6,554.26	86,169.25	0.00	33,830.75	71.81
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	821.27	13,817.53	0.00	182.47	98.70
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	179.99	3,120.50	0.00	1,879.50	62.41
449.02	ARREST FEES	10,000	10,000	0	510.33	7,956.41	0.00	2,043.59	79.56
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES		294,000	294,000	0	26,271.64	231,984.96	0.00	62,015.04	78.91
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	27,015.98	257,256.89	0.00	242,743.11	51.45
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	6.00	55.00	0.00	445.00	11.00
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	600	(600)	0.00	600.00	0.00	0.00	100.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	1,093.29	1,093.29	0.00	1,093.29	0.00
459.14	ABATEMENT REIMBURSEMEN	15,000	15,000	0	100.00	1,090.00	0.00	13,910.00	7.27
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	1,585.42	2,387.36	0.00	7,612.64	23.87
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	500.00	5,000.00	0.00	1,000.00	83.33
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE		565,950	566,550	(600)	30,300.69	267,482.54	0.00	299,067.46	47.21
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	3,978.37	0.00	2,178.37	221.02
484.59	CALHOUN COUNTY-FIRE	247,320	247,320	0	0.00	250,992.65	0.00	3,672.65	101.48
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	65,000.00	0.00	0.00	100.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
TOTAL GRANT AND CONTRIBUTION R		520,120	520,120	0	0.00	325,971.02	0.00	194,148.98	62.67
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	22,321	22,321	0	1,860.08	18,600.80	0.00	3,720.20	83.33
492.02	XFER IN- 501 UTILITY F	494,588	494,588	0	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	9,201	9,201	0	766.75	7,667.50	0.00	1,533.50	83.33
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	1,200.00	0.00	1,200.00	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARE FUND	770,917	770,917	0	0.00	452,791.52	0.00	318,125.48	58.73
493.89	XFER IN- 101 HOTEL/MOT	270,614	270,614	0	22,551.17	225,511.70	0.00	45,102.30	83.33
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE		1,567,641	1,567,641	0	25,178.00	705,771.52	0.00	861,869.48	45.02

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

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	12,411,744	12,412,344 (	600)	462,203.68	10,293,128.87	0.00	2,119,215.13	82.93

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

501-PUBLIC UTILITY FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
REVENUE SUMMARY								
USER & SERVICE CHARGES	8,062,366	8,062,366	0	627,411.87	6,092,599.34	0.00	1,969,766.66	75.57
FINES & FORFEITURES	100,000	100,000	0	9,496.21	100,728.99	0.00	(728.99)	100.73
OTHER REVENUE	162,104	162,104	0	11,706.61	104,315.13	0.00	57,788.87	64.35
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	648,614.69	6,297,643.46	0.00	2,026,826.54	75.65
EXPENDITURE SUMMARY								
TECHNOLOGY SERVICES	165,923	165,923	0	13,930.47	136,057.94	0.00	29,865.06	82.00
BILLING	454,258	454,960	(702)	40,841.19	366,487.73	15,668.00	72,804.27	84.00
MAINTENANCE	1,584,911	1,591,350	(6,439)	263,717.37	1,285,042.31	59,105.77	247,201.92	84.47
WASTEWATER TREATMENT	988,577	989,254	(677)	64,128.13	734,058.14	18,215.15	236,980.71	76.04
NON-DEPARTMENTAL	5,347,283	5,347,283	0	363,642.36	4,128,581.38	0.00	1,218,701.62	77.21
TOTAL EXPENDITURES	8,540,952	8,548,770	(7,818)	746,259.52	6,650,227.50	92,988.92	1,805,553.58	78.88
REVENUES OVER/(UNDER) EXPENDITURES	(216,482)	(224,300)	7,818	(97,644.83)	(352,584.04)	(92,988.92)	221,272.96	198.65

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

501-PUBLIC UTILITY FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
431.11 WATER-METERED	3,286,596	3,286,596	0	248,731.70	2,391,485.84	0.00	895,110.16	72.76
431.12 WATER-BULK	0	0	0	75.12	675.10	0.00	(675.10)	0.00
431.13 WATER-METERED COUNTY	103,836	103,836	0	7,010.95	71,698.41	0.00	32,137.59	69.05
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	134,231.35	1,341,505.02	0.00	225,867.98	85.59
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	69,213.76	666,270.07	0.00	413,592.93	61.70
431.23 SEWER COUNTY	67,205	67,205	0	5,442.54	52,735.13	0.00	14,469.87	78.47
431.25 SEWER-LOW PRESSURE (LP	975	975	0	120.00	1,215.00	0.00	(240.00)	124.62
431.31 WASTE-GARBAGE COLLECTI	1,019,111	1,019,111	0	84,674.84	844,701.49	0.00	174,409.51	82.89
431.32 SPRING CLEANUP	100,000	100,000	0	2,563.40	25,665.80	0.00	74,334.20	25.67
432.05 GBRA FEES	744,907	744,907	0	61,820.85	618,067.17	0.00	126,839.83	82.97
432.11 WATER TAPS	20,000	20,000	0	8,342.36	18,035.31	0.00	1,964.69	90.18
432.21 SEWER TAPS	6,000	6,000	0	0.00	4,105.00	0.00	1,895.00	68.42
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	5,000	5,000	0	1,000.00	10,600.00	0.00	(5,600.00)	212.00
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	4,050.00	44,400.00	0.00	15,600.00	74.00
432.64 SERVICE TEMP WATER	500	500	0	135.00	1,440.00	0.00	(940.00)	288.00
TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	627,411.87	6,092,599.34	0.00	1,969,766.66	75.57
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	100,000	100,000	0	9,496.21	100,758.52	0.00	(758.52)	100.76
442.02 CONTRACT REVENUE	0	0	0	0.00	(29.53)	0.00	29.53	0.00
TOTAL FINES & FORFEITURES	100,000	100,000	0	9,496.21	100,728.99	0.00	(728.99)	100.73
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	38,000	38,000	0	2,044.53	19,079.09	0.00	18,920.91	50.21
459.03 RETURNED CHECK FEE	1,000	1,000	0	180.00	1,830.00	0.00	(830.00)	183.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	(2,742.85)	(8,494.68)	0.00	43,494.68	24.27-
459.08 CCRWSS-GBRA TRANSMISSI	85,104	85,104	0	8,276.74	68,736.26	0.00	16,367.74	80.77
459.09 CREDIT CARD CONVENIENC	0	0	0	3,948.19	23,163.12	0.00	(23,163.12)	0.00
459.11 AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISCELLANEOUS INCOME	1,000	1,000	0	0.00	1.34	0.00	998.66	0.13
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	162,104	162,104	0	11,706.61	104,315.13	0.00	57,788.87	64.35
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.01 XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02 XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	648,614.69	6,297,643.46	0.00	2,026,826.54	75.65

CITY OF PORT LAVACA
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101-HOTEL OCCUPANCY TAX FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	600,000	600,000	0	65,886.04	477,890.19	0.00	122,109.81	79.65
OTHER REVENUE	15,000	15,000	0	27,929.65	78,596.65	0.00	(63,596.65)	523.98
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	93,815.69	556,486.84	0.00	58,513.16	90.49
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	785,214	785,214	0	71,404.39	635,732.15	16,628.94	132,852.91	83.08
TOTAL EXPENDITURES	785,214	785,214	0	71,404.39	635,732.15	16,628.94	132,852.91	83.08
REVENUES OVER/(UNDER) EXPENDITURES	(170,214)	(170,214)	0	22,411.30	(79,245.31)	(16,628.94)	(74,339.75)	56.33

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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101-HOTEL OCCUPANCY TAX FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>								
415.01 HOTEL/MOTEL TAX	600,000	600,000	0	65,886.04	477,890.19	0.00	122,109.81	79.65
TOTAL TAXES	600,000	600,000	0	65,886.04	477,890.19	0.00	122,109.81	79.65
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	15,000	15,000	0	1,379.65	13,046.65	0.00	1,953.35	86.98
459.10 DONATIONS- FESTIVALS	0	0	0	10,300.00	49,300.00	0.00	(49,300.00)	0.00
459.90 MISC INCOME- FESTIVALS	0	0	0	16,250.00	16,250.00	0.00	(16,250.00)	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	15,000	15,000	0	27,929.65	78,596.65	0.00	(63,596.65)	523.98
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 101	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	93,815.69	556,486.84	0.00	58,513.16	90.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

503-BEACH OPERATING FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	235,000	235,000	0	8,467.00	69,128.27	0.00	165,871.73	29.42
OTHER REVENUE	32,500	32,500	0	2,382.26	23,799.24	0.00	8,700.76	73.23
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	10,849.26	92,927.51	0.00	174,572.49	34.74
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	307,330	307,330	0	14,920.04	153,720.00	17,866.46	135,743.54	55.83
TOTAL EXPENDITURES	307,330	307,330	0	14,920.04	153,720.00	17,866.46	135,743.54	55.83
REVENUES OVER/(UNDER) EXPENDITURES	(39,830)	(39,830)	0	(4,070.78)	(60,792.49)	(17,866.46)	38,828.95	197.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

503-BEACH OPERATING FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
433.01 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10 R V RENTALS	230,000	230,000	0	7,818.00	65,244.27	0.00	164,755.73	28.37
433.30 PAVILLION RENTALS	3,000	3,000	0	200.00	2,400.00	0.00	600.00	80.00
433.50 TENT RENTALS	2,000	2,000	0	449.00	1,484.00	0.00	516.00	74.20
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	8,467.00	69,128.27	0.00	165,871.73	29.42
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	30,000	30,000	0	2,382.26	22,806.24	0.00	7,193.76	76.02
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	2,500	2,500	0	0.00	953.00	0.00	1,547.00	38.12
459.90 MISCELLANEOUS	0	0	0	0.00	40.00	0.00	40.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	32,500	32,500	0	2,382.26	23,799.24	0.00	8,700.76	73.23
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN - 206 FARF FUN	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	10,849.26	92,927.51	0.00	174,572.49	34.74

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

504-PORT & HARBORS FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
REVENUE SUMMARY								
USER & SERVICE CHARGES	818,955	818,955	0	65,811.01	708,405.43	0.00	110,549.57	86.50
FINES & FORFEITURES	500	500	0	63.21	653.03	0.00	(153.03)	130.61
OTHER REVENUE	35,600	35,600	0	2,692.45	25,763.92	0.00	9,836.08	72.37
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	68,566.67	881,206.38	0.00	640,032.62	57.93
EXPENDITURE SUMMARY								
TECHNOLOGY SERVICES	1,422	1,422	0	263.12	3,960.84	0.00	(2,538.84)	278.54
CITY HARBOR	7,000	7,000	0	0.00	3,475.00	0.00	3,525.00	49.64
HARBOR OF REFUGE	200,000	200,000	0	0.00	10,000.00	0.00	190,000.00	5.00
SMITH HARBOR	11,000	11,000	0	0.00	4,875.00	0.00	6,125.00	44.32
NAUTICAL LANDINGS MARINA	33,000	33,000	0	2,275.00	10,548.66	0.00	22,451.34	31.97
OPERATIONS	1,390,148	1,390,279	(131)	42,387.89	442,373.43	478,762.00	469,143.57	66.26
TOTAL EXPENDITURES	1,642,570	1,642,701	(131)	44,926.01	475,232.93	478,762.00	688,706.07	58.07
REVENUES OVER/(UNDER) EXPENDITURES	(121,331)	(121,462)	131	23,640.66	405,973.45	(478,762.00)	(48,673.45)	59.93

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

PAGE: 2

Section VII. Item #H.

504-PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
136.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	11,222.60	120,354.43	0.00 (	5,354.43)	104.66
136.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	8,200.00	88,575.00	0.00	11,425.00	88.58
136.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
136.11 HOR - DOCK LEASES	268,497	268,497	0	23,245.70	229,141.36	0.00	39,355.64	85.34
136.12 TARIFFS	130,000	130,000	0	6,656.31	111,847.16	0.00	18,152.84	86.04
136.20 N L DOCK RENT- TRANSIE	500	500	0	15.75	551.25	0.00 (	51.25)	110.25
136.21 N L-DOCK LEASE	90,950	90,950	0	6,987.65	64,193.38	0.00	26,756.62	70.58
136.22 N L -BLDG LEASE	90,028	90,028	0	7,998.14	78,894.23	0.00	11,133.77	87.63
136.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
136.24 SMITH HARBOR RENT	19,980	19,980	0	1,484.86	14,848.60	0.00	5,131.40	74.32
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	65,811.01	708,405.41	0.00	110,549.59	86.50
FINES & FORFEITURES								
142.01 LATE PAYMENT PENALTIES	500	500	0	63.21	653.03	0.00 (	153.03)	130.61
TOTAL FINES & FORFEITURES	500	500	0	63.21	653.03	0.00 (	153.03)	130.61
OTHER REVENUE								
151.01 INTEREST INCOME	35,000	35,000	0	2,692.45	25,474.42	0.00	9,525.58	72.78
155.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
159.03 RETURNED CHECK FEE	0	0	0	0.00	0.00	0.00	0.00	0.00
159.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.71 WASHER-DRYER INCOME	600	600	0	0.00	289.50	0.00	310.50	48.25
159.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	2,692.45	25,763.92	0.00	9,836.08	72.37
GRANT AND CONTRIBUTION R								
181.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
181.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
182.02 GRANT REVENUE	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
INTERGOVERNMENTAL REVENUE								
193.00.1 XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
193.88 XFER IN- 206 FARF FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	68,566.67	881,206.36	0.00	640,032.64	57.93

COMMUNICATION

SUBJECT: Review Quarterly Investment Report (April 01, 2025 thru June 30, 2025)

INFORMATION:

City of Port Lavaca
Quarterly Investment Report
 4/1/2025 - 6/30/2025

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	3/31/2025	6/30/2025	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
			3%	<u>Demand Deposits</u>											
N/A	N/A			Payroll			\$ 11,028	\$ 9,336	0.0000%		\$ 9,336	\$ 9,336			\$ -
				First National Bank											
N/A	N/A			Pooled Cash			\$ 1,493,707	\$ 866,560	1.5000%		\$ 866,560	\$ 866,560			\$ 5,145
				First National Bank											
N/A	N/A			Fireman's Retirement			\$ 50	\$ 50	0.0000%		\$ 50	\$ 50			\$ -
				First National Bank											
N/A	N/A			Checking			\$ -		0.0000%		\$ -	\$ -			\$ -
				First National Bank											
N/A	N/A			Events			\$ 1	\$ 1	0.0000%		\$ 1	\$ 1			\$ -
				First National Bank											
N/A	N/A			Parks Donation			\$ 5,085	\$ 5,089	0.0000%		\$ 5,089	\$ 5,089			\$ -
				First National Bank											
			97%	<u>Local Government Investment Pools</u>											
N/A	53 *			Consolidated Cash			\$ 13,189,477	\$ 13,335,615	4.4108%	4.1100%	\$ 13,335,615	\$ 13,330,481			\$ 146,138
				Logic											
N/A	53 *			Series 2022 Capital Projects			\$ 4,716,015	\$ 236,950	4.4108%	4.1100%	\$ 236,950	\$ 236,859			\$ 20,936
				Logic											
N/A	53 *			Series 2024 Capital Projects			\$ 11,186,442	\$ 10,808,695	4.4108%	4.1100%	\$ 10,808,695	\$ 10,804,533			\$ 122,253
				Texstar											
Total Investments							\$ 30,601,804	\$ 25,262,296	4.2664%	Average	\$ 25,262,296	\$ 25,252,909	\$ -		\$ 294,471

* Weighted Average Maturity

Total Interest for April 1, 2025 through June 30, 2025

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


 Brittney Hogan
 Finance Director

07/15/2025

Date

COMMUNICATION

SUBJECT: Consider Certification of Additional Sales and Use Tax

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 11, 2025**AGENDA ITEM _____****DATE:** 7/16/25**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** BRITTNEY HOGAN, FINANCE DIRECTOR**SUBJECT:** ACCEPT CERTIFICATION OF ADDITIONAL SALES AND USE TAX

Background:

In accordance with the State of Texas Property Tax Code, a governing body of a taxing unit that imposes an additional sales and use tax may not adopt the component of the tax rate of the taxing unit described by Tax Code Section 26.05 (a)(1) until the chief financial officer or the auditor for the taxing unit submits to the governing body of the taxing unit a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Tax Code Section 26.04(e)(3)(C) as required by Subsection (a)(1).

In 1989, the citizens of the City of Port Lavaca voted to adopt an additional Sales and Use Tax of \$0.005 dedicated to Property Tax Relief. The amount of additional Sales and Use Tax collected for Property Tax Relief is provided to the Tax Assessor/Collector and used to reduce the amount of the component of the tax rate when applied to the City of Port Lavaca.

The Certification, as developed by the Texas Comptroller of Public Accounts, is provided to City Council to satisfy the requirements of the Tax Code.

Recommendation:

No action required.

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of CALHOUN

Chief Financial Officer or Auditor: BRITTNEY HOGAN

For the taxing unit: CITY OF PORT LAVACA

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of CITY OF PORT LAVACA on 08/11/2025.



Signature of Financial Officer or Auditor

COMMUNICATION

SUBJECT: Receive Employee Training Review Acknowledgment report ending 07.31.2025

INFORMATION:

DATE: 08/11/2025
TO: COUNCIL AGENDA
SUBJECT: TRAINING REVIEW AND ACKNOWLEDGEMENT FORMS

1. Rose Stewart – July 17, 2025
Training Title: TML Newley Elected City Official's Orientation
Location: San Antonio, Texas
2. Joe Reyes – July 23, 2025 – July 24, 2025
Training Title: Disaster Recovery Public Assistance Program & Introduction MGT-482
Location: Port Lavaca, Texas
3. Brittney Hogan – July 23, 2025 – July 24, 2025
Training Title: FEMA PA Assistance
Location: Port Lavaca, Texas
4. Jasmine Stafford – July 23, 2025 – July 24, 2025
Training Title: FEMA PA Assistance
Location: Port Lavaca, Texas
5. William Shaffer – July 23, 2025 – July 24, 2025
Training Title: Disaster Recovery Public Assistance Program
Location: Port Lavaca, Texas
6. Joe Reyes – July 30, 2025 – July 31, 2025
Training Title: Disaster Management for Water and Wastewater Utilities – MGR 343
Location: Conroe, Texas



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 01-1045

EMPLOYEE NAME: ROSE STEWART

DEPARTMENT: CITY COUNCIL

TRAINING/ CONFERENCE TITLE: TML NEWLY ELECTED CITY OFFICIALS' ORIENTATION

LOCATION: Hilton Palacio Del Rio

TRAINING / CONFERENCE DATE(S): 07/17/2025

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

The New Council Orientation given by TML covered various topics including collaborating leadership, parliamentary procedure, the basic legal requirements relating to budgeting, setting tax requirements etc. The training helped with understanding these topics.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

I attended every workshop. I have stated some above and others were governing ethics, city regulations, land use zoning, advocating for the city resource reuse, economic development, Texas public information laws, and open meetings training.

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

I learned a lot about the work of the City Council and the various tasks they have to decide upon.

EMPLOYEE SIGNATURE: [Signature] DATE: 7/22/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 7-23-25

SIGNATURE OF HUMAN RESOURCES: [Signature]

RECEIVED

JUL 23 2025

CITY OF PORT LAVACA



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 001-3260

EMPLOYEE NAME: Joe Reyes Jr

DEPARTMENT: Fire

TRAINING/ CONFERENCE TITLE: Disaster Recovery Public Assistance Programs, An Introduction - MGT-482

LOCATION: Port Lavaca

TRAINING / CONFERENCE DATE(S): July 23-24

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

To complete my Infrastructure Disaster Management Certificate Program.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

Disaster Recovery Public Assistance Programs, An Introduction

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

I am able to identify the FEMA Public Assistance Program and processes that contribute to improving community recovery, minimizing damage, and preventing loss.

EMPLOYEE SIGNATURE: Joe Reyes Jr DATE: 7/25/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 7-25-25

SIGNATURE OF HUMAN RESOURCES: [Signature]



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 1640

EMPLOYEE NAME: BRITTNEY HOGAN

DEPARTMENT: Finance

TRAINING/ CONFERENCE TITLE: FEMA PA ASSISTANCE

LOCATION: BAUER EXHIBIT HALL PORT LAVACA TX

TRAINING / CONFERENCE DATE(S): JULY 23-24 2025

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

TO LEARN MORE ON FEMA PUBLIC ASSISTANCE PRACTICES IN THE CASE OF A DISASTER. THIS TRAINING WILL BETTER PREPARE THE FINANCE DEPARTMENT IN THE EVENT OF A DISASTER.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

FEMA PA ASSISTANCE COVERING TOPICS ON TYPES OF ASSISTANCE, PROCUREMENT STANDARDS AND PRACTICES AND

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

FROM ATTENDING THIS TRAINING I LEARNED THE BEST PRACTICES FOR A DISASTER IN REGARDS TO EARNING PUBLIC ASSISTANCE FOR THE AFTERMATH. FROM WHAT IS REIMBURSABLE, DOCUMENTATION REQUIRED, TIMELINE FOR ASSISTANCE, ETC.

EMPLOYEE SIGNATURE: *Brittney Hogan* DATE: 07/28/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 07/28/2025

SIGNATURE OF HUMAN RESOURCES:

RACHEL GARZA

RECEIVED

JUL 28 2025

CITY OF PORT LAVACA
CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 1620

EMPLOYEE NAME: JASMINE STAFFORD

DEPARTMENT: Finance

TRAINING/ CONFERENCE TITLE: PA PROGRAM TRAINING

LOCATION: PORT LAVACA, TX

TRAINING / CONFERENCE DATE(S): 07/23-07/24

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

To become more educated in the topic of Disaster Recovery Public Assistance Programs. This will allow the Finance Department to be prepared if a disaster strikes our community.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

During the two day training we went over many things. For example, we covered terminology, time lines, cost eligibility, and many other topics. The instructors made sure that all students were engaged by creating group activities and discussions.

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

I took away many key points from this training. The most important ones are how FEMA will coordinate with our City to get back up and running, what information is needed when apply for assistance, and what would qualify for assistance in the eyes of FEMA.

I feel that this training was very educational and is a good course for Finance Personnel to take.

EMPLOYEE SIGNATURE: JASMINE STAFFORD DATE: 07/28/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 07/28/2025

SIGNATURE OF HUMAN RESOURCES: _____

RACHEL GARZA

RECEIVED
JUL 28 2025
CITY OF PORT LAVACA
CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 4880

EMPLOYEE NAME: WILLIAM SHAFFER

DEPARTMENT: Streets

TRAINING/ CONFERENCE TITLE: Disaster recovery public assistance prog

LOCATION: Port Lavaca Bauer Exhibit hall

TRAINING / CONFERENCE DATE(S): July 23-24

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

Overview of public assistance policies and procedures

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

public assistance and procurement

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

Policies and procedures for public assistance and procurement during disasters when dealing with FEMA.

EMPLOYEE SIGNATURE: WILLIAM SHAFFER DATE: 07/28/2025 **RECEIVED**

FOR INTERNAL USE ONLY

RECEIVED DATE: 07/28/2025

SIGNATURE OF HUMAN RESOURCES: RACHEL GARZA **CITY OF PORT LAVACA**
CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 01-3260

EMPLOYEE NAME: Joe Reyes

DEPARTMENT: Fire

TRAINING/ CONFERENCE TITLE: Disaster Management for Water and Wastewater Utilities - MGT 343

LOCATION: Conroe, Texas

TRAINING / CONFERENCE DATE(S): July 30-31, 2025

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

It was to complete my Infrastructure Disaster Management Certificate Program.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

1. Threats to Water and Wastewater Systems
2. Disaster Planning and Management
3. Disaster Mitigation
4. Disaster Response
5. Disaster Recovery

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

I learned how to prepare for, respond to, and recover from incidents that threaten water and wastewater facilities and systems.

EMPLOYEE SIGNATURE: Joe Reyes DATE: July 31, 2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 7-31-25

SIGNATURE OF HUMAN RESOURCES: _____

RECEIVED

JUL 31 2025

**CITY OF PORT LAVACA
CITY MANAGER**

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca

JULY RECAP – August 2025

Residential

- VEDC Staff has provided a developer with potential properties and other information (demographics, waterlines, sewer lines) as requested. They have been interested in the City creating a TIRZ. VEDC staff contacted them to tell them Council approved a TIRZ. They will follow closely.
- VEDC staff keeps in contact with a local realtor on different potential residential properties.
- The home-repair/ home ownership organization VEDC referred to previously is currently in the process of dissolving and it has been confirmed the remaining funds will be given to a local non-profit for home repairs. The home ownership program through the organization may come through Rockport (unconfirmed).

Marketing

- VEDC will be having some photos done soon to compliment the web page. This has been weather dependent.
 - Photos will include both an “industrial” look and a retail look.
- VEDC moved to a new provider to pull MLS listings so they should populate. Staff will manually add properties not listed. The new list is being reviewed.
- VEDC provided the City Manager and council with information on what a Certified Film Friendly in the last packet of information. The City Manager has a draft of guidelines and a short Power Point presentation that was provided. The City Manager will present it to the council during a council meeting. The guidelines will have to be approved by the City Council through a resolution. Once approved, Port Lavaca will be officially a Certified Film Friendly City.
 - This was a suggestion by the VEDC to provide another avenue for marketing Port Lavaca.
 - VEDC staff met with Tania (5/30) to discuss photo locations to submit to the State for the Film Friendly website. Pending

Business

- The VEDC staff has reached out to a combined (breakfast/lunch) concept sit down restaurant to have a discussion with them opening in Port Lavaca. Pending.
- VEDC staff has reached out to a franchise broker, seeking opportunities in the area. This is a newer franchise to the area.
- VEDC staff has scheduled a business workshop for August and September.
- VEDC to speak to a local business owner to see if there is any interest in becoming a franchise owner for a viable business.
- VEDC staff met with a local business owner who is interested in investing more in Port Lavaca-Centric projects. We discussed the various incentives offered by the state, depending on requirements. He visits the VEDC regularly now.
- VEDC provided City Manager with properties available in Port Lavaca.

Other

- VEDC staff were invited to and participated in a meeting with the consultants hired to create the 20-year Comprehensive Plan. VEDC will work with them as information is requested.
- VEDC staff attended the City Council Meeting on July 14, and the special meeting on July 21.
- VEDC staff gave an updated project presentation to the City council.

COMMUNICATION

SUBJECT: Ratify Participation in the New National Opioids Settlement: Purdue Estate

INFORMATION:

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Port Lavaca city, TX
Reference Number: CL-1750571

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Port Lavaca city	State: TX
Authorized Signatory: Jack whitlow	
Address 1: 202 N. Virginia	
Address 2:	
City, State, Zip: Port Lavaca Texas 77979	
Phone: 361-220-0834	
Email: jwhitlow@portlavaca.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.


10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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

Signature:  Signed by:
A3632DF409F048A...

Name: Jack whitlow

Title: Mayor of Port Lavaca, Texas

Date: 7/31/2025

COMMUNICATION

SUBJECT: Ratify City Harbor Lease Tracts 3,4,5,6,12 (799 LF of dockage to Miller's Seafood Co., Inc.

INFORMATION:

PORT COMMISSION LEASE AGREEMENT
Summary of Lease Terms

DATE August 1, 2025
LANDLORD: City of Port Lavaca, Texas, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

TENANT
Company name & address MILLER SEAFOOD CO., INC.
1102 BROADWAY STREET
PORT LAVACA, TX 77979
Home office address SAME

Contact #s Curtis Miller 361-652-3627 cell
Local responsible party Curtis Miller
Contact #, email curtismlerseafood@gmail.com
Emergency contact -----

PREMISES
TRACT #'s CITY HARBOR: 3,4,5,6, 12 (799 linear feet of dockage)

TERM
Commencement Date August 01, 2025
Termination Date July 31, 2027
Monthly Rate \$4,020.00

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE.

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is effective as of August 1, 2025 (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 MILLER SEAFOOD CO., INC. (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 Tracts 3,4,5,6, AND 12, as fully described in Exhibit “A;”

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

“Force Majeure” shall mean acts of God;

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

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

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

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

hereafter added to the property described in Exhibit “A” which shall not include 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, Miller’s Seafood Co., Inc., as a seafood distribution business which involves loading, unloading and dockage of seafood boats, storage and the wholesale of seafood and aquatic products; use of the transportation infrastructure access via the right-of-way to City’s general cargo dock; 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 August 2025 and continuing until July 31, 2027. 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 **\$4,020.00** per month, beginning August 1, 2025 and on the first (1st) day of each month thereafter during the term of this Lease.

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.

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 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant’s cost, expense and liability. 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 10th day of the month.
- (b) The failure by a Tenant to perform, comply with or observe any other agreement, obligation or undertaking of such Tenant, and the continuance of such failure for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying such failure, except that if cure is not reasonably possible within such thirty (30) day period, Tenant shall not be in default if it promptly commences cure within such period and thereafter diligently pursues cure until completion;
- (c) The filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, or seeking any relief under the federal Bankruptcy Code or any similar debtor relief laws; or
- (d) Use of the Leased Premises by Tenant or its successors or assigns for any purpose other than a Permitted Use, as defined in Article 1, and Tenant's failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

Section 16.02. Remedies. 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:
MILLER SEAFOOD CO., INC.
C/O CURTIS MILLER
1102 BROADWAY STREET
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.

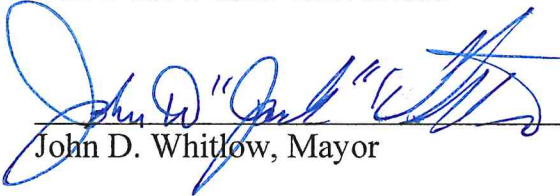
Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity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

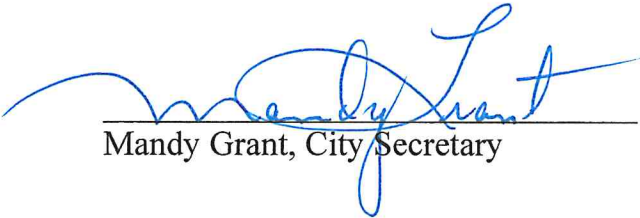
[Signatures follow on Next Page]

EFFECTIVE August 1, 2025 and EXECUTED this 5 day of August, 2025.

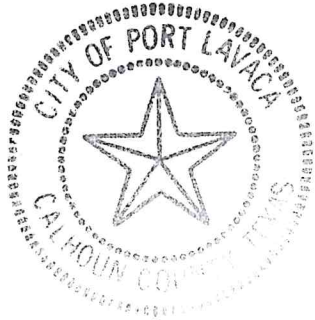
CITY OF PORT LAVACA:


John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT



By: Curtis Miller - 7-29-25

Name: Curtis Miller

Title: PRESIDENT

COMMUNICATION

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

INFORMATION:

- a) 115 Bowie Street
- b) 419 S. Nueces Street
- c) 1106 Marcus Navarro

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM**

DATE: 08.11.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Substandard Hearing 115 Bowie

Attached are the inspection report and images of 115 Bowie.

The property has been in poor condition for quite some time.

The City has had to clean the back yard of this property and remove a fallen over shed in the process of maintaining the back yard on or around 07/01/2024 at the cost of \$924.59. This remains unpaid however, the grass has been fairly well maintained since.

This Property hasn't had water since 07/16/2021.

The staff recommends giving the property owner 90 days to bring the property into compliance or city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property



Inspection Checklist

Date: 07/31/2025

Inspector:

Location: 115 Bowie St

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof deteriorated	
Improper Walls, partitions or other vertical supports		X	Walls Deteriorated	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.		X	Windows Broken	
Lack of required rails, stairs, steps and/or balconies	N/A			
Lack of or improper exterior wall coverings		X	Walls deteriorated	
Hazardous wiring			Unable to verify	
Hazardous plumbing			Unable to verify	
Hazardous mechanical equipment			Unable to Verify	
Sanitation:			Property cleaned there is a history of the city needing to maintain grass and weeds	
Lack of or improper connection to required sewage disposal			Unable to verify	
Lack of or improper garbage and rubbish storage		N/A		
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	N/A			

Improper Ceiling or Ceiling supports			Unable to verify	Section VIII. Item #1.
Improper Flooring or floor supports			Unable to verify	
Improper Foundation	X			
Vermin/Insects			Unable to verify	
Dampness of habitable space		X	Portion of roof is gone	
Lack of electrical lighting		X	No Electric	
Hot and Cold Water		X	No Water	
Lack of or Improper Kitchen		X	No Water	
Lack of or Improper bathroom		X	No Water	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes on grounds	

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

9.8.23

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM** ___
DATE: 08.11.2025
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: Substandard Hearing 419 S. Nueces

Attached are the inspection report and images of 419 S Nueces.

This property is unsecured and in an extreme state of disrepair.

The property owner spoke with our department with intent to demolish and to date no improvements have been made.

The last time he spoke with this department was January of 2025.

This property has not had water since 2023.

The staff recommends' giving the property owner 90 days to bring the property into compliance or the city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property

419 S Nueces



Inspection Checklist

Date: 07/31/2025

Inspector:

Location: 419 S. Nueces

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof missing shingles and bowing in the middle	
Improper Walls, partitions or other vertical supports		X	Walls have extensive insect damage.	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.		X	Back door unable to close and various windows broken	
Lack of required rails, stairs, steps and/or balconies	N/A			
Lack of or improper exterior wall coverings		X	Wall coverings extensively damaged by insects	
Hazardous wiring		N/A		
Hazardous plumbing		N/A		
Hazardous mechanical equipment		N/A		
Sanitation:		X	Trash covers the interior.	
Lack of or improper connection to required sewage disposal		X	Sewer lines damaged	
Lack of or improper garbage and rubbish storage		X	Garbage and rubbish strewn across interior of home	
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports		X	Ceiling shows extensive deterioration	Section VIII. Item #1.
Improper Flooring or floor supports		X	Flooring heavily dismantled	
Improper Foundation		X	Foundation cracks	
Vermin/Insects		X	Termite and insect damage obvious	
Dampness of habitable space		X	Windows broken out leaving open to the weather	
Lack of electrical lighting	X	X	Electric meter still set unable to verify outside of that	
Hot and Cold Water		X	Property Has No water.	
Lack of or Improper Kitchen		X	No Water	
Lack of or Improper bathroom		X	No Water	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes very common	

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

9.8.23

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM**

DATE: 08.11.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Substandard Hearing 1106 Marcus Navarro

Attached are the inspection report and images 1106 Marcus Navarro.

A letter was sent to the property approximately 3 months ago and I have not received any sort of response from the property owner.

This property owner has been in our office regarding this trailer and others several times in the last year.

This trailer is extremely damaged, and the property is poorly maintained.

The staff recommends giving the property owner 30 days to bring the property into compliance or the city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property

1106 Marcus Navarro



Inspection Checklist

Date: **07/31/2025**

Inspector:

Location: **1106 Marcus Navarro**

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof deteriorated	
Improper Walls, partitions or other vertical supports		X	Walls in poor Condition with various inadequate patches.	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.	X			
Lack of required rails, stairs, steps and/or balconies		X	Balconies and stairs missing and inadequate stairs where they exist	
Lack of or improper exterior wall coverings		X	Inadequate patches on exterior walls	
Hazardous wiring		X	Wiring has various issues	
Hazardous plumbing		X	Exterior plumbing is a mess of broken and cut pipe	
Hazardous mechanical equipment		N/a		
Sanitation:		X	Property is covered in trash and garbage	
Lack of or improper connection to required sewage disposal		X	Exterior plumbing broken and cut in several places	
Lack of or improper garbage and rubbish storage		X	Garbage and rubbish strewn across the ground	
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports	X				Section VIII. Item #1.
Improper Flooring or floor supports	X				
Improper Foundation		X	Foundation is leaning and in poor condition Illegal addition on the back is on the verge of falling off the blocks		
Vermin/Insects		X	Insects Present		
Dampness of habitable space			Unable to Verify		
Lack of electrical lighting		X	No Electric		
Hot and Cold Water		X	No Water and previous mentioned plumbing issues		
Lack of or Improper Kitchen		X	No Water		
Lack of or Improper bathroom		X	Plumbing damage evident and no water		
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes tree limbs strewn extension cords		

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

9.8.23

COMMUNICATION

SUBJECT: Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on August 11, 2025:

INFORMATION:

- a) 115 Bowie Street
- b) 419 S. Nueces Street
- c) 1106 Marcus Navarro

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM**

DATE: 08.11.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Substandard Hearing 115 Bowie

Attached are the inspection report and images of 115 Bowie.

The property has been in poor condition for quite some time.

The City has had to clean the back yard of this property and remove a fallen over shed in the process of maintaining the back yard on or around 07/01/2024 at the cost of \$924.59. This remains unpaid however, the grass has been fairly well maintained since.

This Property hasn't had water since 07/16/2021.

The staff recommends giving the property owner 90 days to bring the property into compliance or city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property



Inspection Checklist

Date: 07/31/2025

Inspector:

Location: 115 Bowie St

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof deteriorated	
Improper Walls, partitions or other vertical supports		X	Walls Deteriorated	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.		X	Windows Broken	
Lack of required rails, stairs, steps and/or balconies	N/A			
Lack of or improper exterior wall coverings		X	Walls deteriorated	
Hazardous wiring			Unable to verify	
Hazardous plumbing			Unable to verify	
Hazardous mechanical equipment			Unable to Verify	
Sanitation:			Property cleaned there is a history of the city needing to maintain grass and weeds	
Lack of or improper connection to required sewage disposal			Unable to verify	
Lack of or improper garbage and rubbish storage		N/A		
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	N/A			

Improper Ceiling or Ceiling supports			Unable to verify	Section VIII. Item #2.
Improper Flooring or floor supports			Unable to verify	
Improper Foundation	X			
Vermin/Insects			Unable to verify	
Dampness of habitable space		X	Portion of roof is gone	
Lack of electrical lighting		X	No Electric	
Hot and Cold Water		X	No Water	
Lack of or Improper Kitchen		X	No Water	
Lack of or Improper bathroom		X	No Water	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes on grounds	

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

9.8.23

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM** ___
DATE: 08.11.2025
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: Substandard Hearing 419 S. Nueces

Attached are the inspection report and images of 419 S Nueces.

This property is unsecured and in an extreme state of disrepair.

The property owner spoke with our department with intent to demolish and to date no improvements have been made.

The last time he spoke with this department was January of 2025.

This property has not had water since 2023.

The staff recommends' giving the property owner 90 days to bring the property into compliance or the city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property

419 S Nueces



Inspection Checklist

Date: 07/31/2025

Inspector:

Location: 419 S. Nueces

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof missing shingles and bowing in the middle	
Improper Walls, partitions or other vertical supports		X	Walls have extensive insect damage.	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.		X	Back door unable to close and various windows broken	
Lack of required rails, stairs, steps and/or balconies	N/A			
Lack of or improper exterior wall coverings		X	Wall coverings extensively damaged by insects	
Hazardous wiring		N/A		
Hazardous plumbing		N/A		
Hazardous mechanical equipment		N/A		
Sanitation:		X	Trash covers the interior.	
Lack of or improper connection to required sewage disposal		X	Sewer lines damaged	
Lack of or improper garbage and rubbish storage		X	Garbage and rubbish strewn across interior of home	
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports		X	Ceiling shows extensive deterioration	Section VIII. Item #2.
Improper Flooring or floor supports		X	Flooring heavily dismantled	
Improper Foundation		X	Foundation cracks	
Vermin/Insects		X	Termite and insect damage obvious	
Dampness of habitable space		X	Windows broken out leaving open to the weather	
Lack of electrical lighting	X	X	Electric meter still set unable to verify outside of that	
Hot and Cold Water		X	Property Has No water.	
Lack of or Improper Kitchen		X	No Water	
Lack of or Improper bathroom		X	No Water	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes very common	

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

9.8.23

CITY OF PORT LAVACA

MEETING: August 11th, 2025 **AGENDA ITEM**

DATE: 08.11.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Substandard Hearing 1106 Marcus Navarro

Attached are the inspection report and images 1106 Marcus Navarro.

A letter was sent to the property approximately 3 months ago and I have not received any sort of response from the property owner.

This property owner has been in our office regarding this trailer and others several times in the last year.

This trailer is extremely damaged, and the property is poorly maintained.

The staff recommends giving the property owner 30 days to bring the property into compliance or the city shall proceed with demolition.

Attachments:

- Inspection Reports
- Pictures of property

1106 Marcus Navarro



Inspection Checklist

Date: **07/31/2025**

Inspector:

Location: **1106 Marcus Navarro**

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof deteriorated	
Improper Walls, partitions or other vertical supports		X	Walls in poor Condition with various inadequate patches.	
Fireplaces or chimneys properly maintained	N/A			
Unsecure building: vacant and open.	X			
Lack of required rails, stairs, steps and/or balconies		X	Balconies and stairs missing and inadequate stairs where they exist	
Lack of or improper exterior wall coverings		X	Inadequate patches on exterior walls	
Hazardous wiring		X	Wiring has various issues	
Hazardous plumbing		X	Exterior plumbing is a mess of broken and cut pipe	
Hazardous mechanical equipment		N/a		
Sanitation:		X	Property is covered in trash and garbage	
Lack of or improper connection to required sewage disposal		X	Exterior plumbing broken and cut in several places	
Lack of or improper garbage and rubbish storage		X	Garbage and rubbish strewn across the ground	
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports	X				Section VIII. Item #2.
Improper Flooring or floor supports	X				
Improper Foundation		X	Foundation is leaning and in poor condition Illegal addition on the back is on the verge of falling off the blocks		
Vermin/Insects		X	Insects Present		
Dampness of habitable space			Unable to Verify		
Lack of electrical lighting		X	No Electric		
Hot and Cold Water		X	No Water and previous mentioned plumbing issues		
Lack of or Improper Kitchen		X	No Water		
Lack of or Improper bathroom		X	Plumbing damage evident and no water		
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Holes tree limbs strewn extension cords		

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).


9.8.23

COMMUNICATION

SUBJECT: Receive Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2025-2026 Fiscal Year. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025**AGENDA ITEM:****DATE:** 8.05.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER **SUBJECT:** UNDINE 2025-26 BUDGET

Background:

In accordance with the Water Supply Contract with Undine, no later than July 30 each year they are to prepare a preliminary annual budget with estimated costs of operation, maintenance and repair of the Plant for the next Fiscal Year.

I received the budget on July 29. The overall operating budget increased by 6.5% over the 2024-25 preliminary budget, however our share has increased from 66.67% to 80% now that Port O'Connor is not contracted with them for water. The contract reads "*The Treatment Charge for the City shall equal to the Committed Volume of the City as a percentage of the total committed regulatory capacity of Treated Water for all Participants multiplied by the total revenue from the delivery of Treated Water to all participants to achieve the Agreed upon operating Margin on the Annual Plant Budget.*" So currently the regulatory capacity of all participants equals our 4.0 MGD + 1.0MGD for the Calhoun County Rural Water, so our share is now 80%. This proposed budget would result in an increase of the Required Revenue of \$623,134 or about \$11.46 per customer per month.

I obviously challenged this nearly 30% increase. After careful thought, Undine has offered to reduce the percentage to 73.34% instead of 80%. This will result in a needed increase of \$6.95/customer per month.

I did share with Undine our ongoing concern about the level of Total Trihalomethanes in the treated water. She reported that they have a consultant working on a solution to reduce those levels and she will submit a written summary of their action plan to me soon.

Attachment:

- Undine Budget received 7/29/25
- Email from Carey Thomas offering to reduce 80% share to 73.34%
- Spreadsheet showing proposed budget with 73.34% share and comparing FYE's 2023 and 2024

Undine Wholesale Supply LLC
2025 - 2026 Budget

	Total 2025 -2026 Budget	Port Lavaca 2025 -2026 Budget	Total 06/24 - 05/25 Actual
GPD Committed	5,000,000	4,000,000	
% of Total		80.00%	
Projected Expenses			
Purchased Power	\$ 152,027	\$ 121,622	\$ 147,599
Chemicals	394,889	315,911	383,388
Contract Management Fees	894,158	715,326	894,156
Repairs & Maintenance	76,000	60,800	38,949
Materials & Supplies	-	-	-
Testing	9,604	7,683	8,976
Bank Fees	124	99	120
Insurance	112,392	89,914	104,415
Permitting and Other Regulatory	683	546	663
Telephone/Mission Units Monitoring	12,235	9,788	12,156
Property & Franchise Taxes	71,130	56,904	99,113
Audit Fees	35,000	28,000	34,661
Other Operating Expenses	16,273	13,019	19,887
Administrative and General	839,976	671,981	839,976 *
Depreciation and amortization	367,585	294,068	293,114
Interest Expense - Debt	76,755	61,404	76,755 *
Income Taxes	109,450	87,560	109,450 **
Total Utility Operating Expenses	\$ 3,168,281	\$ 2,534,625	\$ 3,063,378
Margin		11.5%	
Revenue Requirement		\$ 2,863,983	
Net Income		\$ 329,358	
Margin		11.50%	
Monthly Charge		\$ 238,665	

Note: The primary driver of the increase in allocated Utility Operating Expenses and thus the Monthly Charge is the increase in Committed Volume percentage from 66.67% to 80.00% as a result of the withdrawal of Port O'Connor as a Participant

* No TTM data available as amounts are calculated as part of the aggregate total for all Undine Utilities

** No TTM data available as amount is calculated using the agreed upon tax rate

Jody Weaver

From: Carey Thomas <cthomas@undinellc.com>
Sent: Friday, August 1, 2025 11:46 AM
To: Jody Weaver
Subject: Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

See below:

		Budget	Avg
	2024-2025	2025-2026	2025-2026
Committed Volume %	66.67%	80.00%	73.34%
Monthly Charge	\$186,737	\$238,665	\$218,781
% Increase		27.8%	17.2%

Kind regards,

Carey

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UNDINE WHOLESALE SUPPLY, LLC BUDGET

	Port Lavaca 2022-23	BUDGET 2023-24 100%	Port Lavaca 2023-24 66.67%	BUDGET 2024-25 100%	Port Lavaca 2024-25 66.67%	BUDGET 2025-26 100%	Port Lavaca 2025-26 73.34%
Projected Expenses							
Purchased Power	\$ 74,724	\$ 112,080	\$ 74,724	\$ 142,418	94,950	\$ 152,027	\$ 111,497
Chemicals	\$ 161,208	\$ 241,800	\$ 161,208	\$ 381,343	254,242	\$ 394,889	\$ 289,612
Contract Management Fees	\$ 607,340	\$ 910,956	\$ 607,334	\$ 894,156	596,134	\$ 894,158	\$ 655,775
Repairs & Maintenance	\$ 120,166	\$ 210,240	\$ 140,167	\$ 82,000	54,669	\$ 76,000	\$ 55,738
Materials & Supplies				\$ 6,439	4,293	\$ -	\$ -
Testing	\$ 21,561	\$ 32,340	\$ 21,561	\$ 31,029	20,687	\$ 9,604	\$ 7,044
Bank Fees	\$ -	\$ 2,340	\$ 1,560	\$ 214	143	\$ 124	\$ 91
Insurance	\$ 61,385	\$ 92,076	\$ 61,387	\$ 64,024	42,685	\$ 112,392	\$ 82,428
Permitting and Other Regulatory	\$ 240					\$ 683	\$ 501
Telephone/Mission Units Monitoring	\$ 1,033	\$ 7,236	\$ 4,824	\$ 9,198	6,132	\$ 12,235	\$ 8,973
Property & Franchise Taxes	\$ 40,554	\$ 60,828	\$ 40,554	\$ 50,901	33,936	\$ 71,130	\$ 52,167
Audit Fees	\$ -			\$ 42,500	28,335	\$ 35,000	\$ 25,669
Other Operating Expenses	\$ 6,367	\$ 9,540	\$ 6,360	\$ 14,691	9,794	\$ 16,273	\$ 11,935
Administration and General	\$ 242,417	\$ 404,232	\$ 269,501	\$ 803,588	535,752	\$ 839,976	\$ 616,038
Depreciation and amortization	\$ 61,385	\$ 181,226	\$ 120,823	\$ 262,685	175,132	\$ 367,585	\$ 269,587
Interest Expense - Debt	\$ 240	\$ 99,905	\$ 66,607	\$ 86,643	57,765	\$ 76,755	\$ 56,292
Income Taxes	\$ 50,050	\$ 84,600	\$ 56,401	\$ 102,750	68,503	\$ 109,450	\$ 80,271
Total Utility Operating Expenses	\$ 1,448,671	\$ 2,449,399	\$ 1,633,012	\$ 2,974,579	\$ 1,983,152	\$ 3,168,281	\$ 2,323,617
Total Operating Budget incr 24/25 to 25/26				\$ 2,974,579		\$ 3,168,281	6.5% incr
REVENUE REQUIREMENT	\$ 1,636,916		\$ 1,845,211		\$ 2,240,849		\$ 2,625,372 17.2%
Net Income	\$ 188,245		\$ 212,199		\$ 257,697		\$ 301,755
Margin	11.5%		11.5%		11.5%		11.5%
Monthly Charge	\$ 136,410		\$ 153,768		\$ 186,737		\$ 218,781
			12.7% incr since 2022		21.4% incr since 2023		17.2% incr since 2024
Add'l needed to pau for the FY after audit	\$134,800		\$ 30,299		not audited yet		
Actual Total Paid to Undine	\$1,771,716		\$ 1,875,510		\$ 2,240,849		

\$218,781

(\$186,737)

\$32,044 monthly payment to Undine

4531 # customers

\$7.07 *

* when I include the multiplier for Out of
City, I can reduce to \$6.95

COMMUNICATION

SUBJECT: Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: **AUGUST 11, 2025** **AGENDA ITEM #** _____

DATE: 8/5/2025

TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER., INTERIM CITY MANAGER

SUBJECT: APPOINTMENT/REAPPOINTMENT OF RECREATION AND PARKS
BOARD MEMBER

BACKGROUND:

The Recreation and Parks Board has a term that will expired in August for Mary Lou Tharling. Tharling has requested to be reappointed to the Recreation and Parks Board by submitting a letter of interest. There are no term limits established and the full term is for a period of two (2) years.

FINANCIAL IMPLICATIONS:

IMPACT ON COMMUNITY SUSTAINABILITY:

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

See letter of interest from Mary Lou Tharling attached.

July 23, 2024

Dear Mayor and City Council of the City of Port Lavaca:

My name is Mary Lou Tharling. I am interested in being reappointed to serve another two-year term. I enjoy participating on the board and contributing to the improvement of our parks.

I have cherished my life in Port Lavaca for 69 years, watching it evolve while remaining deeply connected to its vibrant community and natural beauty.

I aspire to see our community thrive and experience sustained growth. I am confident that my knowledge and passion can contribute to transforming our city into a place that exceeds its current state and becomes a source of pride for our citizens.

Sincerely yours,



Mary Lou Tharling

COMMUNICATION

SUBJECT: Consider appointment of new member to the Port Commission to complete Mike McGuire's two-year term until May 2027. Presenter is Jim Rudellat

INFORMATION:

Louis Rubio

1925 Central Ave.
Port Lavaca, TX 77979
832-453-4188
Louis17214@yahoo.com

Career Highlights:

Within all my previous experiences, I have worked in various positions within the company to gain experience, knowledge, and opportunities to be the best performer I could be. In most instances, I moved into a management position by performing above company expectations, reaching above sales quotas and meeting budget requirements. I am a proven Sales Associate, Sales Manager, and have the personal initiative to set and reach above my goals.

Experience:

2019 – March 2025 Calhoun County ISD – Life Skills/Special Needs Instructor

- Created and modified lesson plans and materials to suit the unique learning styles and needs of students with disabilities.
- Collaborated with a special education team to create and implement programs that outline specific goals and strategies for each student.
- Created a positive and engaging learning environment, managing student behavior, and fostering a sense of community.
- Regularly assessed student progress, tracked performance, and adjusted instruction and programs goals as needed.
- Maintained open communication with parents, guardians, and other professionals to ensure a cohesive and supportive learning environment for the students.

2017 – 2019 Retired

2005 – August 2017 Nordstrom – Sales Associate

- Top Sales Associate at end of 2006 and 2007
- 2007 became Hugo Boss in-store Specialist
- In 2007 sales were at \$200,000 p/year. 2011 target sales are \$ 1.4 million
- In depth knowledge of the products and location of merchandise that Nordstrom sells.
- Set and achieve personal sales goals while supporting the goals of the team.
- Greet customers in a timely, professional and engaging manner and provide honest and confident feedback to customers regarding merchandise style and fit.
- Build lasting relationships with customers by contacting them to follow up on purchases, suggest new merchandise and invite them to upcoming events.
- Consistently seek new fashion and product knowledge to act as an expert for the customer. Ability to quickly read customers' needs and budget expectations.
- Work as a team player to ensure each customer receives the best service possible.
- Perform daily department maintenance tasks including stock work, re-merchandising, display, price markdowns, merchandise transfers and light cleaning.

- Ability to positively and proactively handle customer concerns and prioritize multiple tasks in a fast-paced environment.
- Demonstrate high level of ownership, accountability and initiative and have strong organizational and follow-through skills.

2002 – 2005**ATSER Environmental Firm – Lab Tech/Logistics Manager**

Lab Tech –

- Responsible for running tests on soil, cement, and other products used on projects to ensure strength capabilities were met according to engineering specifications.

Logistics Manager –

- Supervised 17 Technicians in various fields within Operations such as Sidewalks, Floor Foundations, Airport Runways, and more.
- Responsible for multiple project budgets which were required to remain within budget constraints.
- Oversight of Nuclear Regulatory Commission and the use of nuclear gauges used for testing. We were required to document, in very detailed form, the data received at specific testing times.

1982 - 2002**Seadrift Coke L.P. – Chemical Process Operator/Tank Farm****Manager**

- Controlled machinery to create changes or reactions in chemicals during the processing of raw materials into industrial or consumer products.
- Read plant specifications to determine product type, ingredients needed, and any special procedures required.
- Started equipment to feed raw materials automatically or dump pre-weighed ingredients into mixing tanks, heating vessels, or onto conveyors.
- Set up and adjusted equipment and observed gages to analyze and controlled process conditions such as temperature, pressure, vacuum level, and flow of coolant, steam, and chemical ingredients.
- Moved controls to adjust feed and flow of liquids and gases through equipment in specified sequences.
- Opened valves or operated pumps to admit or drain specified amounts of materials, impurities, or treating agent to or from equipment.
- Drew samples of the product at specified stages, perform standard tests or send samples to a laboratory for analyses.
- Operated or tended to auxiliary equipment, such as heaters, scrubbers, filters, or dryers, to prepare of further process materials.
- Routinely inspected equipment for leaks or other hazards and to maintain a log of gage readings, shift production and equipment malfunctions.

1987 - 1991**Russell & Russell Insurance Agency – Independent Agent**

- As Life Insurance Agent, quickly became a member of the Million Dollar Round Table for selling over 100 policies each year.
- Responsible for many of the duties required as an Agency Manager (see previous position).

1985 - 1987**Texas Farm Bureau – Agency Manager**

- Earned multiple Agent of the Year awards as well as Agent with Highest Sales awards.
- Responsible for day-to-day activities of the office as well as performed duties of an Agency Salesperson.
- Attended meetings, seminars and programs to learn about new products and services, learn new skills, and receive technical assistance in developing new accounts.
- Calculated premiums and establish payment method.
- Called on policyholders to deliver and explain policy, to analyze insurance programs and suggest additions or changes, or to change beneficiaries.
- Conferred with clients to obtain and provide information when claims are made on a policy.
- Contact the underwriter and submit forms to obtain binder coverage.
- Customized insurance programs suit individual customers, often covering a variety of risks.
- Developed marketing strategies to compete with other individuals or companies who sell insurance.
- Ensured that policy requirements are fulfilled, including any necessary medical examinations and the completion of appropriate forms.
- Explained features, advantages and disadvantages of various policies to promote sale of insurance plans.
- Explained necessary bookkeeping requirements for customers to implement and provide group insurance program.
- Inspected property, examining its general condition, type of construction, age, and other characteristics, to decide if it is a good insurance risk.
- Installed bookkeeping systems and resolve system problems.
- I interviewed prospective clients to obtain data about their financial resources and needs, the physical condition of the person or property to be insured, and to discuss any existing coverage.
- Monitored insurance claims to ensure they are settled equitably for both the client and the insurer.
- Performed administrative tasks, such as maintaining records and handling policy renewals.
- Planned and oversaw incorporation of insurance program into bookkeeping system of company.
- Sought out new clients and develop clientele by networking to find new customers and generate lists of prospective clients.
- Selected company that offers the type of coverage requested by client to underwrite policy.
- Sold various types of insurance policies to businesses and individuals on behalf of insurance companies, including automobile, fire, life, property, medical and dental insurance or specialized policies such as marine, farm/crop, and medical.

1973 – 1985**K. Woolen's Department Store – Manager**

- Promoted to #1 Store in chain of 54 stores within Texas and successfully operated store until the closing of company to due outside competitors such as Wal-Mart.
- Trained in all aspects of company policies – Advertising, Displays, Sales, Employee Relations, and Payroll.
- Handled and oversaw all day-to-day processes that were carried out in the store that had a direct effect on budget and sales.

- Managed the product inventory, salespersons, goods for display, sales, etc. and consistently met budget goals in areas that I had personal responsibility for and direct control for.
- Took care of the interests of the members in my sales team by motivating, understanding their work history, and placing them in an area/position that would enable their success.
- Responsible for hiring efficient employees by supervising and participating in the recruiting process, imparting training and development of the employees and salespeople. Developed activities that enabled employees to work as a team.
- Determined product selections and display of all goods and products to encourage sales and promote products.
- Coordinated with the divisional heads regarding the setting of policies and strategies that would be most successful for my respective areas.
- Worked with the advertising manager to prepare plans and advertising policies that would create new customers for the business.
- Determined and understood how much goods were actually on display, how many products were in the store inventory, what the primary demands of customers were, etc. to ensure we were always working to increase local sales goals and meet customer needs.

Education:

1975-1984 Attended numerous Business Courses to advance in employment
 1973-1975 Victoria Jr. College – Business Courses
 1969-1973 U.S. Air Forces-Honorable Discharge – Served in South Korea as Sergeant
 1966-1969 Calhoun High School, Port Lavaca, TX-Graduated

COMMUNICATION

SUBJECT: Consider appointment/reappointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: AUGUST 11, 2025

AGENDA ITEM _____

DATE: 8/6/2025

TO: HONORABLE MAYOR WHITLOW AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: APPOINTMENT/REAPPOINTMENT OF PLANNING BOARD
MEMBER

BACKGROUND:

Sheryl Cuellar's term with the Planning Board will be expiring in September 2025. Ms. Cuellar has expressed interest in another full-term appointment on the board. Ms. Cuellar brings valuable insights to the board and is well valued.

There is no term limits established, and the full term is for a period of two (2) years.

RECOMMENDATION: Staff recommends approval.

Sheryl Cuellar

108 Boston, Port Lavaca, Texas 7979
Phone: 361-676-5807

► **City of Port Lavaca City Council**

July 29, 2025

Dear Members of Port Lavaca City Council

I, Sheryl Moore Cuellar, am submitting this letter asking you to please vote to reinstate me as a member of the City of Port Lavaca Planning Board. I have served three terms and have enjoyed the work that we have done to make Port Lavaca the best it can be both in the near future and in the decades to come.

I have been very excited to see the changes and additions we have discussed and passed on to you come to fruition and see the positive impact and growth it has been for the citizens of this city. We have such wonderful people working towards a common goal in so many different areas of this city office and within the community that I am looking forward to seeing things through and being a part of the growth and pulse of the city.

I hope that you will consider what we have accomplished and will allow me to continue in my work for you and our wonderful city.

Sincerely,

Sheryl Moore Cuellar



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COMMUNICATION

SUBJECT: Consider appointment of member(s) to the Building and Standards Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: August 11, 2025 **AGENDA ITEM** _____

DATE: 08.06.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Appointment of Building and Standards Commission Members

As you are aware, the City Council approved the creation of a Building and Standards Commission to address substandard buildings and properties. After approval of the commission, our office has received several citizens that are interested in being on the commission. I had looked at when the City of Victoria Building and Standards schedules their meetings and shared this with some of the interested citizens. We came to a concenses to mimic the same time and also agreed upon a date. The potential members agreed that the meeting should be every third Wednesday at 3:30 P.M.

As previously conducted by the council, the purpose of the hearings will be to assess compliance and abate violations of the City's Substandard Building Ordinance. The Commission may fine and order action to abate nuisance conditions and violations of the City's minimum property standards.

The commission will make up of five members and up to eight alternates. The following citizens have requested to be on the commission:

1. Luis De La Garza
2. Annette Alonzo
3. Weston Burris
4. Jeff Downs
5. Steve Marwitz
6. Billy McAfee
7. Ken Barr
8. Larry Nichols (asked to be an alternate)

COMMUNICATION

SUBJECT: Consider request of the Events Committee for the Mayor to establish an Ad Hoc Committee to explore the feasibility and logistics of moving forward with “Miles by the Bay” Half-marathon and assign the Police Chief and the Public Works Director to this working group.
Presenter is Tania French

INFORMATION:

CITY COUNCIL MEETING: August 11, 2025**DATE:** 08-06-2025**TO:** MANDY GRANT**FROM:** TANIA FRENCH**SUBJECT:** HOST A HALF-MARATHON, TITLED “MILES BY THE BAY” IN CALHOUN COUNTY ON SATURDAY, MARCH 21, 2026

Andy Cardona and Daniel Leita have approached me with a proposal to host a half-marathon in Calhoun County on Saturday, March 21, 2026. Tentatively titled “Miles by the Bay,” the envisioned 13.1-mile route would begin at the Bayfront in Point Comfort and travel across the causeway, through Lighthouse Beach Park, various parts of Port Lavaca including Chocolate Bayou Park, and ultimately end back at Lighthouse Beach.

The proposed course spans multiple jurisdictions, including the Cities of Port Lavaca and Point Comfort, Calhoun County, and requires TxDOT approval as the route involves four state-maintained roadways: Hwy. 35, Hwy. 87, FM 238, and FM 1090.

Given the complexity and early stage of this concept, my recommendation is to request conceptual approval from each jurisdiction to explore the logistics of this event further.

Specifically, I am requesting City Council’s approval to work collaboratively with the following agencies to develop a traffic control and logistics plan:

- Port Lavaca Police Department
- Calhoun County Sheriff’s Office
- Point Comfort Police Department
- Port Lavaca Public Works

As planning progresses, we anticipate involvement from:

- Port Lavaca Fire Department
- Calhoun County EMS

Andy and Daniel understand that the event will need to meet all insurance and liability requirements and are committed to working with each entity to ensure full compliance. An event of this nature has the potential to bring positive visibility and overnight visitors to our area, with runners and their families expected to book local hotel accommodations the night before the early morning race.

Action Requested:

Section VIII. Item #8.

At this time, I am asking Council to approve the formation of a working group to explore the feasibility and logistics of moving forward with “Miles by the Bay” Half-Marathon and assign the Port Lavaca Police Chief and Port Lavaca Public Works Director to this working group.

Once a proposed traffic control and operations plan is developed, it will be brought back to Council for formal consideration and approval. At that time, we may also request a waiver of facility use fees for the Bayfront Park Pavilion area.

This request to Council is the first step in the process, to be followed by similar requests to the Calhoun County Commissioner’s Court and the Point Comfort City Council.

COMMUNICATION

SUBJECT: Consider Contract Extension of Professional Administration and Engineering Services CDBG MIT Coastal Resiliency Infrastructure Grant Program, Contract No.22-087-001-D226. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025

DATE: 08.05.2025

TO: JODY WEAVER, INTERIM CITY MANAGER

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONTRACT EXTENSION FOR PROFESSIONAL ADMINISTRATION AND
ENGINEERING SERVICES CDBG MIT COASTAL RESILIENCY INFRASTRUCTURE
GRANT PROGRAM, CONTRACT NO.22-087-001-D226

The City of Port Lavaca is currently a sub-recipient of the Community Development Block Grant Mitigation (CDBG-MIT) Coastal Resiliency Program, which received funds in the amount of \$13,645,005.00, which will allow the City of Port Lavaca to construct breakwater/living shorelines and enhance the shorelines by creating marsh habitats and oyster reef-fish habitats.

Due to unforeseen circumstances, long awaiting the environmental permit, the initial contract with GLO has expired. After applying for the extension, the City was granted the extension of the contract until January 31, 2027.

Hence, consider contract amendment for professional administrative services, KSBR LLC, and professional engineering services, Mott MacDonald LLC, until the time the grant funding expires, which is January 31, 2027.

**AMENDMENT TO THE GRANT ADMINISTRATION SERVICES FOR NON-HOUSING
PROJECTS UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT FOR PORT
LAVACA'S GENERAL LAND OFFICE
CONTRACT NO. 22-087-001-D226**

KSBR, LLC ("Provider") and the City of Port Lavaca ("City/Subrecipient") and collectively, ("the Parties") desire to amend the Grant Administration Contract ("the Contract") regarding the City's General Land Office (GLO) Contract No. 22-087-001-D226 ("the Project").

WHEREAS, the City has recently received a contract time extension from the GLO;

WHEREAS, the new contract end date has been extended **to January 31, 2027**;

WHEREAS, the Parties desire to revise the Administration Services Contract end date to reflect the GLO's most recent amended contract end date;

NOW, THEREFORE, the Parties agree as follows:

1. SECTION 2.01 Duration: Amend the term date to **January 31, 2027**.
2. The terms and conditions of the Contract not amended herein shall remain in force and effect.

THE CITY OF PORT LAVACA

KSBR, LLC

Name/Title: Jack Whitlow, Mayor

Name/Title: Katy Seller, President

Signature: _____

Signature: _____

Date: _____

Date: _____

**AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES FOR NON-HOUSING
PROJECTS UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT FOR PORT
LAVACA'S GENERAL LAND OFFICE
CONTRACT NO. 22-087-001-D226**

Mott MacDonald, LLC ("Contractor/Engineering Firm) and the City of Port Lavaca ("City/Subrecipient") and collectively, ("the Parties") desire to amend the Grant Administration Contract ("the Contract") regarding the City's General Land Office (GLO) Contract No. 22-087-001-D226 ("the Project").

WHEREAS, the City has recently received a contract time extension from the GLO;

WHEREAS, the new contract end date has been extended **to January 31, 2027;**

WHEREAS, the Parties desire to revise the Engineering Services Contract end date to reflect the GLO's most recent amended contract end date;

NOW, THEREFORE, the Parties agree as follows:

1. SECTION 2.01 Duration: Amend the term date to **January 31, 2027.**
2. The terms and conditions of the Contract not amended herein shall remain in force and effect.

THE CITY OF PORT LAVACA

Name/Title: Jack Whitlow, Mayor

Signature: _____

Date: _____

MOTT MACDONALD, LLC

Name/Title: Joshua Carter, Vice President

Signature: _____

Date: _____

COMMUNICATION

SUBJECT: Consider approval of Change Order No. 5, for the Water System Improvements Project, Certificate of Construction Completion and authorize release of Retainage and Final Payment. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025**AGENDA ITEM:****DATE:** 8.06.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CITY OF PORT LAVACA WATER SYSTEM IMPROVEMENTS; CONSIDER
CHANGE ORDER NO. 5, CERTIFICATE OF CONSTRUCTION COMPLETION AND
AUTHORIZE RELEASE OF RETAINAGE AND FINAL PAYMENT.

Background:

- The contract time on this project expired on April 28, 2025. As you recall Council approved Change Order No. 4 in February, which provided an additional 120 days to complete the project (for a total 538 days) to a completion date of April 28, 2025.
- A Walk-thru inspection was performed on April 29, but there was still a list of items lacking, including delivery of the motor operated valves, so a Substantial Completion Certificate could not be executed.
- After a Final inspection on June 24, 2025, AECOM issued a Notice of Substantial Completion on June 25, 2025, which is *attached*.
- JTR Construction has submitted the following documents which are *attached*:
 - A Request dated June 26 to extend the contract from April 28 to July 3.
 - An email dated August 6 with more detail information regarding the delays encountered which resulted in a delay in completion.
 - The Final Pay Request
 - Affidavit of All Bills Paid
 - Waiver and Lien Release upon Final Payment
- AECOM has prepared the following documents which are *attached*:
 - Construction Change Order No. 5 to extend the contract time to July 3, 2025 and reconcile the quantities in the project which provides a DEDUCTION in the contract amount of \$14, 250.00.
 - A Certificate of Construction Completion.

PROPOSED CHANGE ORDER NO. 5:

As part of Change Order No. 5, JTR Construction submitted a request to extend the contract to July 3rd. The project was actually considered Substantially complete on June 25, 2025. This is 57 days after April 28. The request provided no reason or justification for the additional time, but in discussions with Wayne and the project engineer it seemed that there were material deliveries beyond their control which contributed to the delay in completion. I therefore urged JTR to provide more detail reasons to back up their request for an extension, which I received on August 6 and is attached. With this correspondence, they also sent many emails from their supplier to show their consistent questioning and petitioning of their supplier for delivery of the motor operated valves.

Staff Recommendation:

The contract does provide for liquidated damages in the amount of \$300/day. ($\$300 \times 57 = \$17,100.00$).

However, after reviewing this correspondence (attached) and discussing it with the project engineer and Wayne, it is my recommendation to **approve Change Order No. 5** as presented with the additional contract days and **authorize the release of retainage and approve payment of the final invoice in the amount of \$429,538.80.**

Attachments:

- Letter of Substantial Completion from AECOM dated 6.25.25
- Correspondence from JTR regarding request for additional contract days (2 sheets)
- Change Order No. 5 in the amount of (\$14,250.00) – to be approved by Council and signed by Mayor (2 sheets)
- Affidavit of Bills Paid – executed by JTR Constructors, Inc. (2 sheets)
- Waiver and Lien Release Upon Final Payment – executed by JTR Constructors, Inc. (1 sheet)
- Certificate of Construction Completion – to be approved by Council and signed by the Mayor (1 sheet)
- Pay Request #15 (FINAL) showing no retainage held and payment owed of \$429,538.80. (4 sheets)
- AECOM Letter to TCEQ regarding Compliance with Ordering Provision (3 sheets)
- Notice of Closure (of enforcement case) from TCEQ – we are no in compliance with the volume of water storage required.



AECOM
800 Gessner Road, Suite 1200
Houston, TX 77094
aecom.com

June 25, 2025

Wayne Shaffer
Public Works Director
City of Port Lavaca
PWS ID No. 0290002
628 W George
Port Lavaca, TX 77979

Re: Water Supply System Improvements
Contractor: JTR Constructors, Inc.
ARPA Project No. 2303

Dear Mr. Shaffer,

I, Vinoth Manoharan, PE, observed construction of the above referenced project for the City of Port Lavaca under the Contract. I, or my representative, have made a visual inspection of the work at intervals during construction and observed that the improvements, to the best of my knowledge, are substantially complete and were constructed in conformance with the approved plans and specifications, and that record drawings will be furnished to the District.

Should you have any questions or comments, please contact me either by email or phone, as noted below.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'V. Manoharan', is written over a circular professional engineer seal.

Vinoth Manoharan, PE
Project Manager
AECOM
T: 281.675.7668
E: vinoth.manoharan@aecom.com



cc: Jody Weaver – City Manager, City of Port Lavaca

Jody Weaver

From: Jackie Gonzalez <jgonzalez@jtrconstructors.com>
Sent: Wednesday, August 6, 2025 1:14 PM
To: Jody Weaver; 'Manoharan, Vinoth'; Tony Gonzalez
Cc: Wayne Shaffer; Kateryna Thomas; 'Rolen, Chris'
Subject: RE: Change order 5 and closeout documents for Release of Retainage
Attachments: FW_ City of Port Lavaca - AUMA Electric Motor Operators 3.11.25 .pdf; Re_ JTR - Freedom Waterworks updates 2.21.25.pdf; RE_ JTR - Freedom Waterworks updates 2.26.25.pdf; Re_ Port Lavaca Water System Improvements 4.15.25.pdf; RE_ Port Lavaca Water System Improvements 4.18.25.pdf; RE_ Port Lavaca Water System Improvements 4.28.25.pdf; Re_ Port Lavaca Water System Improvements 4.30.25.pdf; RE_ Port Lavaca WP System Improv. 3.24.25.pdf; RE_ Port Lavaca WP System Improv. 3.28.25.pdf; Re_ Port Lavaca WP System Improv. 4.8.25.pdf

Good afternoon, Ms. Weaver

We understand that the project was delayed over a month. Furthermore, we understand that we have a signed contract. But the fact that it was over the contract time was not because of JTR Constructors, Inc. lack of effort. We were given erroneous delivery dates by the manufacturer which was beyond the contractors control. This is a very common practice on these types of projects. On this project, the valve manufacturer kept delaying the project time after time; up until the very end of this project. We were given many empty delivery dates which we also provided to the City of Port Lavaca. We previously provided copies of the email after email, numerous phone calls, and meetings to push the manufacturer to deliver in a timely fashion. Attached are a few additional emails to show that JTR was continuously on top of the supplier. Unfortunately, what was promised and discussed at great length still was not met. The existing Elevated Storage Tank required two motor operated valves with extension stems and the new Ground Storage tank required one. The manufacturer finally delivered the motor operated valves on May 7 2025 but they were delivered with the extension stems mis-fabricated. These stems were delivered one week later. These stem were custom made for these valves. Once we received the precise extension stems, we had an extensive amount of work which could not be performed prior to delivery; because the existing tank had to be in operation. In order to perform our work everything had to be done in a specific sequence since we were trying to leave the plant operational and ensure everything was installed properly. JTR had extensive work per valve including excavating the valve stem boxes and measure the exact height to assure a new concrete pad would be at the precise elevation for proper function of these valves. This additional work could not be completed prior to receiving the extensions stems due to the precise measurement. In addition, the electrical work could not be completed until after the concrete had been poured and placed. The electrical subcontractor had to excavate and pour new duct bank to these Electrical Actuators. Once the electrical work was completed, the programming of these actuators had to be coordinate with the programmer, the electrician, and the valve manufacturer.

We do not believe that JTR Constructors, Inc. should be penalized because of one manufacturers failure to provide scheduled deliveries in a timely fashion. We strongly believe that we did everything in our power to meet the deadline given to us. We did provide all purchase order and release dates of these valves and extension stems to demonstrate our ongoing efforts to complete the project in a timely fashion. We understand we have a signed contract but under the circumstances, we strongly believe that this was beyond our control. We ask that the City of Port Lavaca reconsiders and understand our circumstances. From the previous documentation you can see that even after extensive communication they failed to provide an accurate delivery date which was surpassed by over a month. Thank you for your consideration.

Best Regards,
Jackie Galicias

Project Manager || JTR Constructors, Inc. || 16015 Cairnway Dr. # 842089 Houston, TX 77284 || P 281.550.7107 F 281.859.2939 C 832.656.0576

CONFIDENTIALITY NOTE: This e-mail and any files transmitted with it contain privileged and confidential information and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination or copying of this e-mail or any of its attachment(s) is strictly prohibited.



16015 Cairnway Dr.. #842089
Houston, TX. 77284

Phone (281) 550-7107
Fax (281) 859-2939

Jun 26, 2025

Vinoth Manoharan
Aecom Technical Services, Inc.
19219 Katy Freeway, Suite 100
Houston, TX 77094

Re: Port Lavaca Water Supply System Improvements

Dear Mr. Manoharan,

We have completed the above-mentioned project. All the deficiencies on the final punchlist has also been completed. We are respectfully requesting a final time extension of 65 calendar days. The would make our final completion date of July 3, 2025. This is to cover the deficiencies encountered during our substantial walkthrough.

We hope you concur with the above. Please let us know if you have any questions.

Sincerely,

Jackie Galicias
Project Manager

cc: File B

Construction Change Order

Date: 7/8/2025

Change Order Number: 5

Owner: City of Port Lavaca

Contractor: JTR Constructors, Inc.

Amount: (\$14,250.00)

Engineer: AECOM Technical Services, Inc.

Project: Water Supply System Improvements

AECOM Project No.: 60659778

SUMMARY OF CHANGES		Time	
	Amount	Days	Comp Date
NTP Date: 11/7/2023			
Original Contract	\$4,321,350.00	390	12/1/2024
Approved Time Extensions			
Previous Change Orders	-\$56,712.00	148	4/28/25
Current Change Order	-\$14,250.00	65	
Current Contract	\$4,250,388.00	603	7/3/2025

The Terms of the Agreement, dated 11/01/2023, between Owner and Contractor are amended as attached.

(attached hereto and being made part of this change order).

Recommended For Approval:

AECOM Technical Services, Inc.
TBPE Reg. No. F-3580



Vinoth Manoharan, P.E.
Project Manager

Accepted By:

JTR Constructors, Inc.

By: 

Title: PRESIDENT

Date: 7/16/25

Approved By:

City of Port Lavaca

By: _____

Title: _____

Date: _____

60659778
Change Order #5

Change Order Detail

Item No.	Quantity		Unit	Description	Unit Price		Net Change	Justification
	Current	Revised			Current	Revised		
Water System Base Bid Items								
S-1	20	0	Cubic Yard	Extra Sand Encasement in addition to Sand Encasement included in Base Bid Items, When Authorized by Owner, Complete in Place	\$500.00	\$0.00	-\$500.00	Work Not Performed
S-2	10	0	Cubic Yard	Extra Structural Excavation, When Authorized by Owner, Complete in Place	\$250.00	\$0.00	-\$250.00	Work Not Performed
S-3	10	0	Cubic Yard	Extra Compacted Sand fill, When Authorized by Owner, Complete in Place	\$250.00	\$0.00	-\$250.00	Work Not Performed
S-4	10	0	Cubic Yard	Extra Bank Sand Backfill, When Authorized by Owner, Complete in Place	\$250.00	\$0.00	-\$250.00	Work Not Performed
S-5	10	0	Cubic Yard	Extra Cement-Stabilized Sand Backfill, When Authorized by Owner, Complete in Place	\$500.00	\$0.00	-\$500.00	Work Not Performed
S-6	10	0	Cubic Yard	Extra Class "A" Concrete, When Authorized by Owner, Complete in Place	\$5,000.00	\$0.00	-\$5,000.00	Work Not Performed
S-7	10	0	Cubic Yard	Extra Class "K" Concrete, When Authorized by Owner, Complete in Place	\$5,000.00	\$0.00	-\$5,000.00	Work Not Performed
S-8	500	0	Pounds	Extra Reinforcing Steel, When Authorized by Owner, Complete in Place	\$1,500.00	\$0.00	-\$1,500.00	Work Not Performed
CA-1	1	0	Lump Sum	Provide Lead Testing for the Existing Ground Storage Tank Interior and Exterior Coatings	\$1,000.00	\$0.00	-\$1,000.00	Work Not Performed
TOTAL							-\$14,250.00	

IX - PART B

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared _____
Tony F. Gonzalez the President of
JTR Constructors, Inc. ("CONTRACTOR"), party to that certain
 Contract entered into on the 17th day of July, 2023, between City of
 Port Lavaca and CONTRACTOR for the erection, construction, and completion of certain
 improvements and/or additions upon the following described premises, to wit:

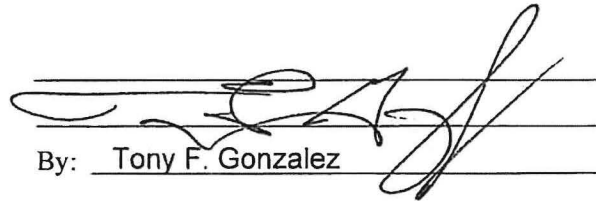
"City of Port Lavaca Water System Improvements, City of Port Lavaca, Calhoun County, Texas,
 AECOM Project No. 60659778.1."

Said party being by me duly sworn states upon oath that the said improvements have been
 erected and completed in full compliance with the above referred to Contract and the agreed plans
 and specifications therefor.

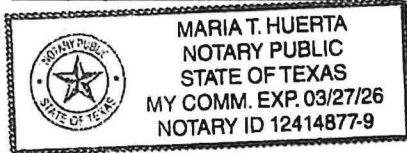
Deponent further states that he has paid all bills and claims for materials furnished and labor
 performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor
 performed or materials furnished upon said job.


**THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT
 IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED
 HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID
 CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF
 FUNDS BY HARRIS COUNTY UTILITY DISTRICT NO. 6, DEPONENT EXPRESSLY
 WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID
 PREMISES AND AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND
 HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES
 OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS,
 BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY
 RELATING TO CLAIMS FOR UNPAID LABOR OR**

**MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON
THE ABOVE-DESCRIBED PREMISES.**


By: Tony F. Gonzalez

Subscribed and sworn to before me, the undersigned authority, on this the 17th
day of July, 2025.




Notary Public in and for Harris County, Texas

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF Harris

The undersigned contracted with JTR Constructors, Inc. furnish Labor, Materials, and Incidental Items in connection with certain improvements to real property located in Calhoun County, Texas, and owned by City of Port Lavaca which improvements are described as follows:

Job Name: City of Port Lavaca Water System Improvements, City of Port Lavaca, Calhoun County, Texas

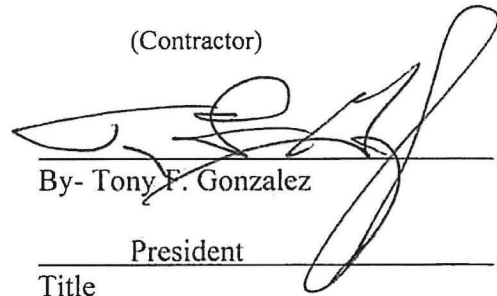
Job Number: AECOM Project No. 60659778.1

In consideration of Pay Estimate No. 15 & Final in the amount of Four Hundred Twenty Nine Thousand Five Hundred Thirty Eight Dollars and Eighty Cents (\$429,538.80) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this 17th day of July 20 25

(Contractor)


By- Tony F. Gonzalez
President
Title

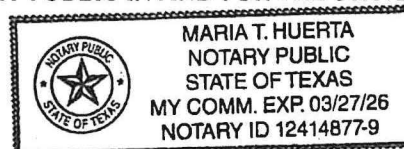
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Tony F. Gonzalez of JTR Constructors, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 17th day of July 2025.

MY COMMISSION EXPIRES: 03-27-26


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Certification of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: City of Port Lavaca

ARPA Contract No. : 2303

This is to certify that a final inspection of the project described below was conducted on the 24th day of June, 2025. Contract was entered into on the 1st day of Novemeber, 2024, between the City/County of Port Lavaca and JTR Constructors, Inc. for the construction of City of Port Lavaca Water System Improvements.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ 0.00 has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work with a period of twenty-one (21) months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$	4,321,350.00
	Cumulative Change Orders	\$	-70,962.00
	Final Amount of Contract	\$	4,250,388.00
	Less Previous Payments	\$	3,820,849.20
	Less Deductions (from #2 above)	\$	0.00
	FINAL PAYMENT (Balance)	\$	429,538.80

7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer
Senior Project Manager

Title
AECOM

Firm

**Contractor
President**

Title
JTR Constructors, Inc.

Firm

Chief Elected Official/Designee

Title
City of Port Lavaca

City/County

CITY OF PORT LAVACA WATER SUPPLY SYSTEM IMPROVEMENTS
 AECOM PROJECT NO. 60659778
 AMERICAN RESCUE PLAN ACT PROJECT NO. 2303
 INVOICE NO. 22404-11
 INVOICE DATE: 2/27/25

MONTHLY PAY ESTIMATE No. 15

PERIOD: June 2025

TO: AECOM

FROM: JTR CONSTRUCTORS, INC.
 PROJECT # 22404

ORIGINAL CONTRACT AMOUNT	\$4,321,350.00
APPROVED CHANGE ORDERS	-\$56,712.00
CURRENT CONTRACT AMOUNT	\$4,264,638.00

BID #	DESCRIPTION	AMOUNT	PERCENT	LAST MONTH AMOUNT	PERCENT	THIS MONTH AMOUNT	PERCENT	TOTAL TO DATE AMOUNT
1	BONDS & INSURANCE	122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
2	MOBILIZATION	122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
3	TRENCH EXCAVATION & SHORING SAFETY PLAN	2,500	100.0%	2,500.00	0.0%	0.00	100.0%	2,500.00
4	TRENCH SAFETY SYSTEM	1,625	100.0%	1,625.00	0.0%	0.00	100.0%	1,625.00
5	START-UP & TRAINING	10,000	75.0%	7,500.00	25.0%	2,500.00	100.0%	10,000.00
6	TEMPORARY CONSTRUCTION FENCING - REMOVED	0	0.0%	0.00	0.0%	0.00	0.0%	0.00
7	GST PIPING & APPURTENANCES DEMO	75,000	100.0%	75,000.00	0.0%	0.00	100.0%	75,000.00
8	REMOVE, PREP, RECOAT, & DISINFECT GST INTERIOR	150,000	100.0%	150,000.00	0.0%	0.00	100.0%	150,000.00
9	REMOVE, PREP, & RECOAT GST EXTERIOR	95,000	100.0%	95,000.00	0.0%	0.00	100.0%	95,000.00
10	INSTALL PROPOSED GST PIPING & APPURTENANCES	350,000	100.0%	350,000.00	0.0%	0.00	100.0%	350,000.00
11	1/4" STEEL PLATE TO PATCH GST - BID ITEM S-9 IF NEEDED	0	0.0%	0.00	0.0%	0.00	0.0%	0.00
12	GST LEVEL INSTRUMENTATION & SAMPLE FAUCET	16,000	100.0%	16,000.00	0.0%	0.00	100.0%	16,000.00
13	PUMP BUILDING CMU	60,000	100.0%	60,000.00	0.0%	0.00	100.0%	60,000.00
14	PUMP BUILDING COATINGS - LESS PUMP ROOM	90,000	100.0%	90,000.00	0.0%	0.00	100.0%	90,000.00
15	CHLORINATION SYSTEM	106,000	100.0%	106,000.00	0.0%	0.00	100.0%	106,000.00
16	LIQUID AMMONIUM SULFATE FEED SYSTEM	114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
17	CHLORINE & LAS ANALYZERS	127,846	100.0%	127,846.00	0.0%	0.00	100.0%	127,846.00
18	GST PUMPS & BUILDING COMPONENTS	275,000	100.0%	275,000.00	0.0%	0.00	100.0%	275,000.00
19	GST SUCTION & DISCHARGE PIPING, VALVES, INSTRUMENTS	95,000	100.0%	95,000.00	0.0%	0.00	100.0%	95,000.00
20	SUCTION & DISCHARGE YARD PIPING & VALVES	920,000	100.0%	920,000.00	0.0%	0.00	100.0%	920,000.00
21	GST ACTIVE MIXING SYSTEM	30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
22	HVAC EQUIPMENT	85,000	100.0%	85,000.00	0.0%	0.00	100.0%	85,000.00
23	ELECTRICAL AND INSTRUMENTATION FOR GST	45,000	100.0%	45,000.00	0.0%	0.00	100.0%	45,000.00
24	ELECTRICAL AND INSTRUMENTATION FOR PUMP BUILDING	834,119	100.0%	834,119.00	0.0%	0.00	100.0%	834,119.00
25	ELECTRICAL AND INSTRUMENTATION FOR FLOWMETER RUN	55,000	100.0%	55,000.00	0.0%	0.00	100.0%	55,000.00
26	ELECTRICAL AND INSTRUMENTATION FOR GEORGE ST EST	114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
27	ELECTRICAL AND INSTRUMENTATION FOR VILLAGE RD EST	67,000	100.0%	67,000.00	0.0%	0.00	100.0%	67,000.00
28	SITE RESTORATION	15,000	100.0%	15,000.00	0.0%	0.00	100.0%	15,000.00
29	DEMobilization	2,500	0.0%	0.00	100.0%	2,500.00	100.0%	2,500.00
TOTAL BASE BID ITEMS		\$3,979,590	99.9%	3,974,590.00	0.1%	5,000.00	100.0%	3,979,590.00
S1	EXTRA SAND ENCASMENT	500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S2	EXTRA STRUCTURAL EXCAVATION	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S3	EXTRA COMPACTED SAND FILL	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S4	EXTRA BANK SAND BACKFILL	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S5	EXTRA CEMENT-STABILIZED SAND BACKFILL	500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S6	EXTRA CLASS "A" CONCRETE	5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S7	EXTRA CLASS "K" CONCRETE	5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S8	EXTRA REINFORCING STEEL	1,500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S9	EXTRA 1/4" STEEL PLATE	5,000	100.0%	5,000.00	0.0%	0.00	100.0%	5,000.00
S10	REMOVE & REPLACE CENTER SUPPORT COLUMN OF GST	28,000	100.0%	28,000.00	0.0%	0.00	100.0%	28,000.00
S11	REMOVE & REPLACE OUTER SUPPORT COLUMNS OF GST	168,000	100.0%	168,000.00	0.0%	0.00	100.0%	168,000.00
TOTAL SUPPLEMENTAL BID ITEMS		\$214,250	93.8%	201,000.00	0.0%	0.00	93.8%	201,000.00
A-1	COMBINED CHEM ANALYER, IN LIEU OF BID ITEM 17 - N/B	0	0.0%	0.00	0.0%	0.00	0.0%	0.00
TOTAL ALTERNATE BID ITEMS - N/B		\$0	0.0%	0.00	0.0%	0.00	0.0%	0.00
CA-1	LEAD TESTING FOR GST INTERIOR/EXTERIOR COATINGS	1,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
TOTAL CASH ALLOWANCE ITEMS		\$1,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
TOTAL CHANGE ORDERS		69,798	100.0%	69,798.00	0.0%	0.00	100.0%	69,798.00
TOTAL EARNED TO DATE		\$4,264,638	99.5%	4,245,388.00	0.1%	5,000.00	99.7%	4,250,388.00
LESS 10% RETAINAGE				-424,538.80		424,538.80		0.00
SUBTOTAL				3,820,849.20		429,538.80		4,250,388.00
LESS PREVIOUS PAYMENTS				-3,805,523.59		0.00		-3,820,849.20
MATERIALS ON HAND (LESS 10% RETAINAGE)				0.00		0.00		0.00
MOH THIS PAY APP: N/A								
TOTAL AMOUNT DUE				\$15,325.61		429,538.80		\$429,538.80

We certify that payment on this invoice will be used towards payment of labor, materials & subcontracts for work in accordance with JTR's contract terms and conditions for this project.

DATE: 7/8/2025

DATE: 7-8-2025

AECOM

TONY F. GONZALEZ, PROJ MGR -- JTR CONSTRUCTORS, INC.

BID #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	LAST MONTH PERCENT	LAST MONTH AMOUNT	THIS MONTH PERCENT	THIS MONTH AMOUNT	TOTAL TO DATE PERCENT	TOTAL TO DATE AMOUNT
1	BONDS & INSURANCE				122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
1.1	BONDS & INSURANCE	1	LS	122,000	122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
2	MOBILIZATION				122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
2.1	MOBILIZATION	1	LS	122,000	122,000	100.0%	122,000.00	0.0%	0.00	100.0%	122,000.00
3	TRENCH EXCAVATION & SHORING SAFETY PLAN				2,500	100.0%	2,500.00	0.0%	0.00	100.0%	2,500.00
3.1	TRENCH EXCAVATION & SHORING SAFETY PLAN	1	LS	2,500	2,500	100.0%	2,500.00	0.0%	0.00	100.0%	2,500.00
4	TRENCH SAFETY SYSTEM				1,625	100.0%	1,625.00	0.0%	0.00	100.0%	1,625.00
4.1	TRENCH SAFETY SYSTEM	325	LF	5	1,625	100.0%	1,625.00	0.0%	0.00	100.0%	1,625.00
5	START-UP & TRAINING				10,000	75.0%	7,500.00	25.0%	2,500.00	100.0%	10,000.00
5.1	START-UP & TRAINING	1	LS	10,000	10,000	75.0%	7,500.00	25.0%	2,500.00	100.0%	10,000.00
6	TEMPORARY CONSTRUCTION FENCING - REMOVED				0	0.0%	0.00	0.0%	0.00	0.0%	0.00
6.1	TEMPORARY CONSTRUCTION FENCING - REMOVED	1	LS	0	0	100.0%	0.00	0.0%	0.00	100.0%	0.00
7	GST PIPING & APPURTENANCES DEMO				75,000	100.0%	75,000.00	0.0%	0.00	100.0%	75,000.00
7.1	GST PIPING & APPURTENANCES DEMO	1	LS	75,000	75,000	100.0%	75,000.00	0.0%	0.00	100.0%	75,000.00
8	REMOVE, PREP, RECOAT, & DISINFECT GST INTERIOR				150,000	100.0%	150,000.00	0.0%	0.00	100.0%	150,000.00
8.1	GST INTERIOR PREP & BLAST	1	LS	117,000	117,000	100.0%	117,000.00	0.0%	0.00	100.0%	117,000.00
8.2	GST INTERIOR COATING	1	LS	30,000	30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
8.3	GST INTERIOR DISINFECTION	1	LS	3,000	3,000	100.0%	3,000.00	0.0%	0.00	100.0%	3,000.00
9	REMOVE, PREP, & RECOAT GST EXTERIOR				95,000	100.0%	95,000.00	0.0%	0.00	100.0%	95,000.00
9.1	GST EXTERIOR PREP & BLAST	1	LS	67,500	67,500	100.0%	67,500.00	0.0%	0.00	100.0%	67,500.00
9.2	GST EXTERIOR COATING	1	LS	25,000	25,000	100.0%	25,000.00	0.0%	0.00	100.0%	25,000.00
9.3	GST EXTERIOR NON-SKID SURFACE ON ROOF	1	LS	2,500	2,500	100.0%	2,500.00	0.0%	0.00	100.0%	2,500.00
10	INSTALL PROPOSED GST PIPING & APPURTENANCES				350,000	100.0%	350,000.00	0.0%	0.00	100.0%	350,000.00
10.1	GST OVERFLOW & DRAIN PIPING	1	LS	90,000	90,000	100.0%	90,000.00	0.0%	0.00	100.0%	90,000.00
10.2	GST INLET PIPING	1	LS	150,000	150,000	100.0%	150,000.00	0.0%	0.00	100.0%	150,000.00
10.3	GST OUTLET PIPING	1	LS	40,000	40,000	100.0%	40,000.00	0.0%	0.00	100.0%	40,000.00
10.4	GST ROOF VENT	1	LS	20,000	20,000	100.0%	20,000.00	0.0%	0.00	100.0%	20,000.00
10.5	GST ROOF ACCESS HATCH	1	LS	10,000	10,000	100.0%	10,000.00	0.0%	0.00	100.0%	10,000.00
10.6	GST MANWAYS	1	LS	10,000	10,000	100.0%	10,000.00	0.0%	0.00	100.0%	10,000.00
10.7	GST EXTERIOR & INTERIOR LADDER SYSTEMS	1	LS	30,000	30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
11	1/4" STEEL PLATE TO PATCH GST - BID ITEM S-9 IF NEEDED				0	0.0%	0.00	0.0%	0.00	0.0%	0.00
11.1	1/4" STEEL PLATE TO PATCH GST - BID ITEM S-9 IF NEEDED	0	LBS	0	0	100.0%	0.00	0.0%	0.00	100.0%	0.00
12	GST LEVEL INSTRUMENTATION & SAMPLE FAUCET				16,000	100.0%	16,000.00	0.0%	0.00	100.0%	16,000.00
12.1	GST LEVEL INSTRUMENTATION & SAMPLE FAUCET	1	LS	16,000	16,000	100.0%	16,000.00	0.0%	0.00	100.0%	16,000.00
13	PUMP BUILDING CMU				60,000	100.0%	60,000.00	0.0%	0.00	100.0%	60,000.00
13.1	PUMP BUILDING CMU	1	LS	60,000	60,000	100.0%	60,000.00	0.0%	0.00	100.0%	60,000.00
14	PUMP BUILDING COATINGS - LESS PUMP ROOM				90,000	100.0%	90,000.00	0.0%	0.00	100.0%	90,000.00
14.1	PUMP BUILDING COATINGS - LESS PUMP ROOM	1	LS	90,000	90,000	100.0%	90,000.00	0.0%	0.00	100.0%	90,000.00
15	CHLORINATION SYSTEM				106,000	100.0%	106,000.00	0.0%	0.00	100.0%	106,000.00
15.1	CHLORINATION SYSTEM	1	LS	106,000	106,000	100.0%	106,000.00	0.0%	0.00	100.0%	106,000.00

16	LIQUID AMMONIUM SULFATE FEED SYSTEM		114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
16.1	LIQUID AMMONIUM SULFATE FEED SYSTEM	1 LS	114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
17	CHLORINE & LAS ANALYZERS		127,846	100.0%	127,846.00	0.0%	0.00	100.0%	127,846.00
17.1	CHLORINE & LAS ANALYZERS	1 LS	127,846	100.0%	127,846.00	0.0%	0.00	100.0%	127,846.00
18	GST PUMPS & BUILDING COMPONENTS		275,000	100.0%	275,000.00	0.0%	0.00	100.0%	275,000.00
18.1	GST PUMPS	1 LS	100,000	100.0%	100,000.00	0.0%	0.00	100.0%	100,000.00
18.2	PUMP BUILDING FOUNDATION	1 LS	75,000	100.0%	75,000.00	0.0%	0.00	100.0%	75,000.00
18.3	PUMP BUILDING HOLLOWCORE PANELS	1 LS	30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
18.4	PUMP BUILDING ROOFING	1 LS	59,000	100.0%	59,000.00	0.0%	0.00	100.0%	59,000.00
18.5	PUMP BUILDING FRP DOORS & FRAMES	1 LS	11,000	100.0%	11,000.00	0.0%	0.00	100.0%	11,000.00
19	GST SUCTION & DISCHARGE PIPING, VALVES, INSTRUMENTS		95,000	100.0%	95,000.00	0.0%	0.00	100.0%	95,000.00
19.1	GST SUCTION & DISCHARGE PIPING, VALVES, INSTRUMENTS	1 LS	95,000	100.0%	95,000.00	0.0%	0.00	100.0%	95,000.00
20	SUCTION & DISCHARGE YARD PIPING & VALVES DISCHARGE TO CONNECT TO DISTRIBUTION SYSTEM ON-SITE		920,000	100.0%	920,000.00	0.0%	0.00	100.0%	920,000.00
20.1	DRAIN LINE YARD PIPING	1 LS	195,000	100.0%	195,000.00	0.0%	0.00	100.0%	195,000.00
20.2	BOOSTER PUMP SUCTION YARD PIPING	1 LS	285,000	100.0%	285,000.00	0.0%	0.00	100.0%	285,000.00
20.3	BOOSTER PUMP DISCHARGE YARD PIPING	1 LS	355,000	100.0%	355,000.00	0.0%	0.00	100.0%	355,000.00
20.4	CHEMICAL LINES	1 LS	85,000	100.0%	85,000.00	0.0%	0.00	100.0%	85,000.00
21	GST ACTIVE MIXING SYSTEM		30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
21.1	GST ACTIVE MIXING SYSTEM	1 LS	30,000	100.0%	30,000.00	0.0%	0.00	100.0%	30,000.00
22	HVAC EQUIPMENT		85,000	100.0%	85,000.00	0.0%	0.00	100.0%	85,000.00
22.1	HVAC EQUIPMENT	1 LS	85,000	100.0%	85,000.00	0.0%	0.00	100.0%	85,000.00
23	ELECTRICAL AND INSTRUMENTATION FOR GST		45,000	100.0%	45,000.00	0.0%	0.00	100.0%	45,000.00
23.1	ELECTRICAL AND INSTRUMENTATION FOR GST	1 LS	45,000	100.0%	45,000.00	0.0%	0.00	100.0%	45,000.00
24	ELECTRICAL AND INSTRUMENTATION FOR PUMP BUILDING VE OPTIONS ACCEPTED PER CO 1		834,119	100.0%	834,119.00	0.0%	0.00	100.0%	834,119.00
24.1	MOBILIZATION	1 LS	70,000	100.0%	70,000.00	0.0%	0.00	100.0%	70,000.00
24.2	DESIGN ENGINEERING	1 LS	84,000	100.0%	84,000.00	0.0%	0.00	100.0%	84,000.00
24.3	PUMP BUILDING DUCTBANK	1 LS	125,119	100.0%	125,119.00	0.0%	0.00	100.0%	125,119.00
24.4	PUMP BUILDING CONDUIT	1 LS	90,000	100.0%	90,000.00	0.0%	0.00	100.0%	90,000.00
24.5	PUMP BUILDING GROUNDING	1 LS	15,000	100.0%	15,000.00	0.0%	0.00	100.0%	15,000.00
24.6	PUMP BUILDING GEAR & CONTROLS	1 LS	325,000	100.0%	325,000.00	0.0%	0.00	100.0%	325,000.00
24.7	PUMP BUILDING LIGHTING, SWITCHES, & RECEPTACLES	1 LS	75,000	100.0%	75,000.00	0.0%	0.00	100.0%	75,000.00
24.8	TERMINATIONS, PULL WIRE & CABLE	1 LS	50,000	100.0%	50,000.00	0.0%	0.00	100.0%	50,000.00
25	ELECTRICAL AND INSTRUMENTATION FOR FLOWMETER RUN		55,000	100.0%	55,000.00	0.0%	0.00	100.0%	55,000.00
25.1	ELECTRICAL AND INSTRUMENTATION FOR FLOWMETER RUN	1 LS	55,000	100.0%	55,000.00	0.0%	0.00	100.0%	55,000.00
26	ELECTRICAL AND INSTRUMENTATION FOR GEORGE ST EST		114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
26.1	ELECTRICAL AND INSTRUMENTATION FOR GEORGE ST EST	1 LS	114,000	100.0%	114,000.00	0.0%	0.00	100.0%	114,000.00
27	ELECTRICAL AND INSTRUMENTATION FOR VILLAGE RD EST		67,000	100.0%	67,000.00	0.0%	0.00	100.0%	67,000.00
27.1	ELECTRICAL AND INSTRUMENTATION FOR VILLAGE RD EST	1 LS	67,000	100.0%	67,000.00	0.0%	0.00	100.0%	67,000.00
28	SITE RESTORATION		15,000	100.0%	15,000.00	0.0%	0.00	100.0%	15,000.00
28.1	SITE RESTORATION	1 LS	15,000	100.0%	15,000.00	0.0%	0.00	100.0%	15,000.00
29	DEMobilIZATION		2,500	0.0%	0.00	100.0%	2,500.00	100.0%	2,500.00
29.1	DEMobilIZATION	1 LS	2,500	0.0%	0.00	100.0%	2,500.00	100.0%	2,500.00

CODE	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	LAST MONTH PERCENT	LAST MONTH AMOUNT	THIS MONTH PERCENT	THIS MONTH AMOUNT	TOTAL TO DATE PERCENT	TOTAL TO DATE AMOUNT
S1	EXTRA SAND ENCASEMENT				500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S1.1	EXTRA SAND ENCASEMENT	20	CY	25	500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S2	EXTRA STRUCTURAL EXCAVATION				250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S2.1	EXTRA STRUCTURAL EXCAVATION	10	CY	25	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S3	EXTRA COMPACTED SAND FILL				250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S3.1	EXTRA COMPACTED SAND FILL	10	CY	25	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S4	EXTRA BANK SAND BACKFILL				250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S4.1	EXTRA BANK SAND BACKFILL	10	CY	25	250	0.0%	0.00	0.0%	0.00	0.0%	0.00
S5	EXTRA CEMENT-STABILIZED SAND BACKFILL				500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S5.1	EXTRA CEMENT-STABILIZED SAND BACKFILL	10	CY	50	500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S6	EXTRA CLASS "A" CONCRETE				5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S6.1	EXTRA CLASS "A" CONCRETE	10	CY	500	5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S7	EXTRA CLASS "K" CONCRETE				5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S7.1	EXTRA CLASS "K" CONCRETE	10	CY	500	5,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
S8	EXTRA REINFORCING STEEL				1,500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S8.1	EXTRA REINFORCING STEEL	500	LBS	3	1,500	0.0%	0.00	0.0%	0.00	0.0%	0.00
S9	EXTRA 1/4" STEEL PLATE				5,000	100.0%	5,000.00	0.0%	0.00	100.0%	5,000.00
S9.1	EXTRA 1/4" STEEL PLATE	500	LBS	10	5,000	100.0%	5,000.00	0.0%	0.00	100.0%	5,000.00
S10	REMOVE & REPLACE CENTER SUPPORT COLUMN OF GST				28,000	100.0%	28,000.00	0.0%	0.00	100.0%	28,000.00
S10.1	REMOVE & REPLACE CENTER SUPPORT COLUMN OF GST	1	LS	28,000	28,000	100.0%	28,000.00	0.0%	0.00	100.0%	28,000.00
S11	REMOVE & REPLACE OUTER SUPPORT COLUMNS OF GST				168,000	100.0%	168,000.00	0.0%	0.00	100.0%	168,000.00
S11.1	REMOVE & REPLACE OUTER SUPPORT COLUMNS OF GST	6	EA	28,000	168,000	100.0%	168,000.00	0.0%	0.00	100.0%	168,000.00
CODE	DESCRIPTION	QTY.	UNIT	PRICE	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT
A-1	COMBINED CHEM ANALYER, IN LIEU OF BID ITEM 17 - N/B				0	0.0%	0.00	0.0%	0.00	0.0%	0.00
A-1	COMBINED CHEM ANALYER, IN LIEU OF BID ITEM 17 - N/B	1	LS	0	0	0.0%	0.00	0.0%	0.00	0.0%	0.00
CODE	DESCRIPTION	QTY.	UNIT	PRICE	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT
CA-1	LEAD TESTING FOR GST INTERIOR/EXTERIOR COATINGS				1,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
CA-1	LEAD TESTING FOR GST INTERIOR/EXTERIOR COATINGS	1	LS	1,000	1,000	0.0%	0.00	0.0%	0.00	0.0%	0.00
CODE	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	LAST MONTH PERCENT	LAST MONTH AMOUNT	THIS MONTH PERCENT	THIS MONTH AMOUNT	TOTAL TO DATE PERCENT	TOTAL TO DATE AMOUNT
CO	CHANGE ORDERS				69,798	100.0%	69,798.00	0.0%	0.00	100.0%	69,798.00
CO01	GST STEEL ANGLE AT ROOF PERIMETER	1	LS	13,320	13,320	100.0%	13,320.00	0.0%	0.00	100.0%	13,320.00
CO04	DISTRIBUTION LINE MODIFICATIONS	1	LS	56,478	56,478	100.0%	56,478.00	0.0%	0.00	100.0%	56,478.00



AECOM
800 Gessner Road, Suite 1200
Houston, TX 77094
aecom.com

June 25, 2025

Order Compliance Team
Enforcement Division, MC-149A
Texas Commission on Environmental Quality
PO Box 13087
Austin, TX 78711-3087

**RE: Compliance with Ordering Provision
City of Port Lavaca; RN103098992
Docket No. 2017-0813-PWS-E; Enforcement Case No. 54560
Agreed Order Effective Date: October 16, 2018**

Dear Ms. Mason DeMasi:

AECOM on behalf of the City of Port Lavaca (City) Public Water System (PWS ID No. 0290002) is pleased to inform you that the improvements project aimed at addressing Ordering Provisions No. 2.e and 2.f of the above-referenced agreed order has been completed.

This project that addresses the deficiencies noted has been fully completed to the Owner's satisfaction. The final inspection of the project was completed on 06/24/2025. A few pictures of the completed project are attached to this letter.

I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Should you have any questions or comments, please contact me either by email or phone, as noted below.

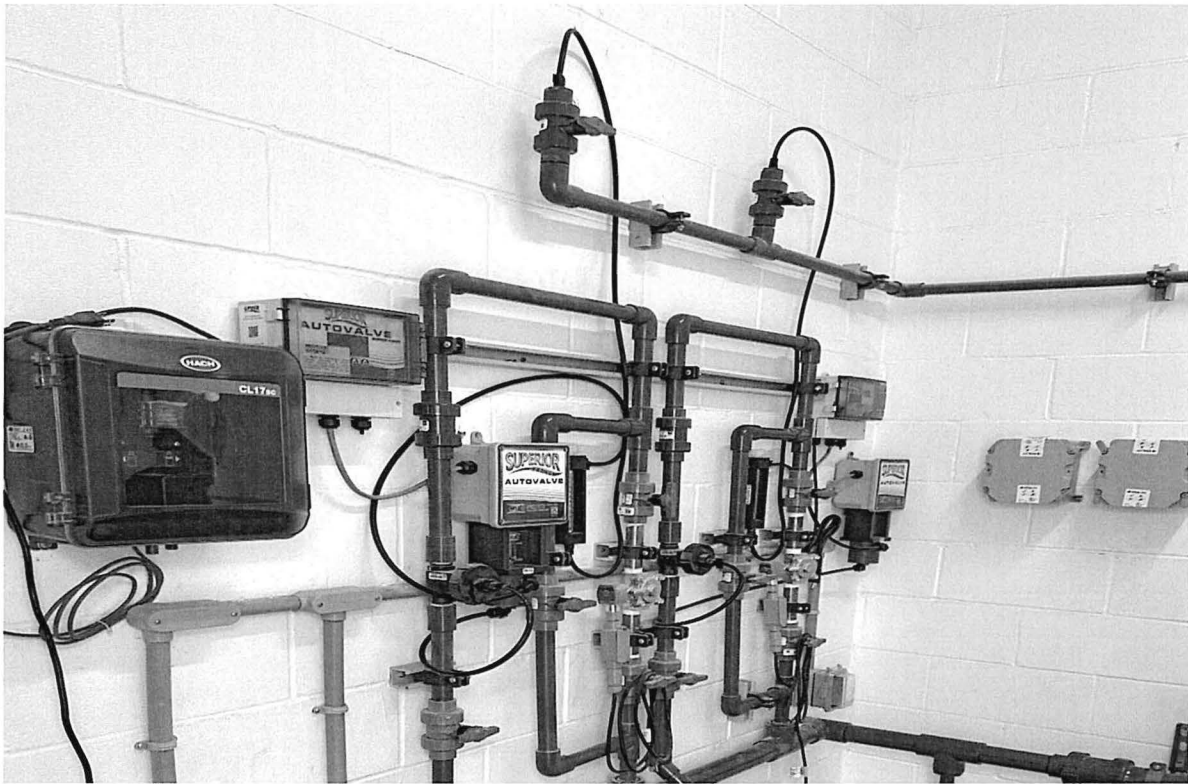
Yours sincerely,

Vinoth Manoharan, PE
Project Manager
AECOM
T: 281.675.7668
E: vinoth.manoharan@aecom.com



cc: Wayne Shaffer – Director of Public Works, City of Port Lavaca
Jody Weaver – City Manager, City of Port Lavaca





Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 18, 2025

The Honorable Jack Whitlow
Mayor of Port Lavaca
202 North Virginia Street
Port Lavaca, Texas 77979

Via email

Re: Notice of Closure
City of Port Lavaca; RN103098992
Docket No. 2017-0813-PWS-E; Enforcement Case No. 54560

Dear Mayor Whitlow:

This letter is to inform you that the Enforcement Division has conducted a review of Texas Commission on Environmental Quality records on the above-referenced enforcement action. As a result, the enforcement case file has been closed; however, the terms and conditions of the associated administrative order ("Order") remain in effect. The Order will remain on the regulated entity's compliance history for five years from the effective date of the Order.

If we can be of further assistance, please contact Ms. Mason DeMasi of my staff at (210) 657-8425 or at mason.demasi@tceq.texas.gov.

Sincerely,

A handwritten signature in cursive script that reads "Megan Hamilton".

Megan Hamilton, Manager
Enforcement Division

MH/md

COMMUNICATION

SUBJECT: Consider Resolution No. R-081125-1 of the City of Port Lavaca for adoption of the Federal Emergency Management Agency (FEMA) approved Calhoun County Multi-Jurisdictional Hazard Mitigation Plan (HMP). Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-081125-1**RESOLUTION FOR THE CITY OF PORT LAVACA FOR ADOPTION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) APPROVED CALHOUN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (HMP)**

WHEREAS, Calhoun County (County) has drafted the Calhoun County Multi-Jurisdictional Hazard Mitigation Plan (HMP) to prepare and mitigate against natural hazards and risks that can result in the loss of life, property, and damages in the community; and

WHEREAS, the Hazard Mitigation plan includes the surrounding jurisdictions of Point Comfort, Port Lavaca, and Seadrift; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and the Federal Emergency Management Agency (FEMA) require all communities to have an approved HMP in place to be eligible for federal funding for mitigation purposes; and it is mandatory to review and update the local Hazard Mitigation Plans every five years; and

WHEREAS, the City of Port Lavaca (City) has assessed the potential risks and hazards to its community and remains committed to ongoing planning efforts to create a sustainable community and reduce the long-term impacts of natural and man-made hazards; and

WHEREAS, along with other jurisdictions mentioned in the HMP, the City has reviewed and contributed to its updates, which outline a vision, goals, and objectives, assess risks from various hazards, and identify strategies and actions for risk reduction against community-threatening hazards; and

WHEREAS, the City and all other jurisdictions recently approved the updated HMP to submit it to FEMA for approval, and FEMA has officially approved the County's updated HMP; and

WHEREAS, the City seeks to adopt the FEMA-approved updated HMP plan, which is set to expire on June 29, 2030.

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

The updated HMP, along with any updates, is adopted in its entirety; and

- The City will pursue available funding opportunities for the implementation of the mitigation activities outlined therein. Upon receipt of such funding or other necessary resources, the City will seek to execute the actions contained within the mitigation strategies.
- The City delegates to the City Mayor the responsibility, authority, and means to inform all relevant parties of this action, ensure that the Hazard Mitigation Plan Update is reviewed at least annually, and present any necessary adjustments to the Commissioners Court for consideration.

- The City commits to undertaking any other actions deemed necessary to fulfill the objectives of the Hazard Mitigation Plan (HMP) and will report on progress as required by the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM).

PASSED AND ADOPTED on this **11th day of August, 2025**.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-081125-2 of the City of Port Lavaca adopting an update to the City of Port Lavaca's written Hazard Communication Program. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025

DATE: 08.06.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Update to the City of Por Lavaca Written Hazard Communication Plan

Background:

The Texas Hazard Communication Act, (Chapter 502 of the Texas Health and Safety Code), requires public employers to provide employees with specific information on the hazards of chemicals to which employees may be exposed in the workplace. As a public employer we must have a written Hazard Communication Program.

The current Written Hazard Communication Program that the City has was developed in the early 2000's as part of the Safety Awards Program. It is still valid, but there are a few minor differences in the most current Model Plan developed by the Texas Department of State Health Services. In addition, we have not been able to find that the Written Hazard Communication Plan was officially included when the Safety Awards Program was incorporated into the revised HR and Workplace Policies in the mid 2010's.

So in order to assure full compliance with the Act, attached please find a proposed updated Written Hazard Communication Program along with a Resolution to adopt and incorporate into the City's HR and Workplace Policies.

Recommendation:

Staff recommends approval of the Resolution to update the Written Hazard Communication Plan and add it to the HR and Workplace Policies.

RESOLUTION NO. R-081125-2

**RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS, ADOPTING
AN UPDATE TO THE CITY OF PORT LAVACA'S WRITTEN HAZARD
COMMUNICATION PROGRAM**

WHEREAS, the City of Port Lavaca is a Home Rule City in the State of Texas and is committed to providing a safe and healthy workplace for its employees; and

WHEREAS, the Texas Hazard Communication Act requires all public employers in Texas to provide their employees with information regarding hazardous chemicals to which employees may be exposed in their workplace; and

WHEREAS, the City of Port Lavaca finds it necessary to update portions of the City's Written Hazard Communication Program, in order to reflect current operations and stay in compliance with the law; and

WHEREAS, City staff has prepared such updated Written Hazard Communication Program document for Council review and approval.

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

THAT, it approves the update to the City of Port Lavaca Hazard Communication Program dated August 11, 2025 and directs that such program document be added to the City of Port Lavaca HR and Workplace Policies.

PASSED AND ADOPTED on this **11th day of August, 2025**.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

CITY OF PORT LAVACA HAZARD COMMUNICATION PROGRAM

An update to the Hazard Communication Program

Adopted by Resolution of the

City Council of the City of Port Lavaca

August 11, 2025



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I. General Information

- A. The Texas Hazard Communication Act (THCA), codified as Chapter 502 of the Texas Health and Safety Code (HSC), requires all public employers in Texas to provide their employees with information regarding hazardous chemicals to which employees may be exposed in their workplace. In order to comply with Section 502.009(b) of the THCA and Section 295.7(a) of the THCA Rules (Title 25 of the Texas Administrative Code (TAC), Section 295.1 – 295.13), the following written Hazard Communication Program has been established for The City of Port Lavaca.

- B. The master copy of the written hazard communication program will be maintained in City Hall next to the Human Resources (HR) office. Copies of the written program will be modified as needed for each separate workplace where hazardous chemicals are used or stored and a copy maintained at each workplace. The written program will be available to all interested employees and their representatives upon request.

- C. To facilitate administration of and compliance with this Program, the following levels of responsibility have been established:
 1. The Human Resources Coordinator will have overall responsibility for administering and maintaining this program and ensuring that it meets all requirements of the THCA.

 2. Department Heads will be responsible for the compliance and maintenance of this program within their department and reporting to the HR Coordinator of the status of the program on a periodic basis.

 3. For the purposes of the Hazard Communication Plan, the Departments are as follows:
 - a. Police Department (including Animal Control and Reserves)
 - b. Fire Department (including Reserves)
 - c. Public Works – Streets and Parks
 - d. Public Works – Utilities (water/wastewater maintenance and wastewater treatment)

- e. Administration (City Manager including HR, Finance, Utility Billing, City Secretary, Municipal Court, Development Services, and Ports and Harbors)
- 4. Individual employees will be responsible for properly utilizing all hazardous chemicals in the workplace as described in the Safety Data Sheets, properly utilizing any personal protective equipment required, only using chemicals which are properly labeled, and familiarizing themselves with this written hazard communication program and adhering to its requirements.

II. Exemptions

Per Section 502.004(f), the following chemicals are exempt from the requirements of the THCA and are outside the scope of this written program:

- A. Hazardous waste that is subject to regulation by the Texas Commission on Environmental Quality (TCEQ) and/or the U.S. Environmental Protection Agency.
- B. A chemical in a laboratory under the direct supervision or guidance of a **technically qualified individual** if:
 - 1. Labels on incoming containers of chemicals are not removed or defaced
 - 2. This employer complies with Sections 502.006 and 502.009 of the THCA with respect to laboratory employees; and
 - 3. The laboratory is not used primarily to produce hazardous chemicals in bulk for commercial purposes
- C. Tobacco or tobacco products
- D. Wood or wood products

- E. Articles formed to a specific shape or design during manufacture and that do not release or otherwise result in exposure to a hazardous chemical under normal conditions of use
- F. Food, drugs, cosmetics or alcoholic beverages
- G. Consumer products or hazardous substances used in the workplace in the same manner as normal consumer use and if the use results in a duration and frequency of exposure that is not greater than exposures experience by a consumer
- H. Radioactive waste.

III. Definitions

- A. **“Appropriate Hazard Warning”** – Any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the health and physical hazards, including the target organ effects of the chemical(s) in the container(s).
- B. **“Categories of Hazardous Chemicals”** – A grouping of hazardous chemicals with similar properties.
- C. **“Container”** – Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a hazardous chemical or contains multiple smaller containers of an identical hazardous chemical. The term “container” does not mean pipes or piping systems, nor does it mean engines, fuel tanks, or other operating systems in a vehicle. A **primary container** is one in which the hazardous chemical is received from the supplier. A **secondary container** is one to which the hazardous chemical is transferred after receipt from the supplier.
- D. **“Employee”** – A person who may be or may have been exposed to hazardous chemicals in the person’s workplace under normal operating conditions or foreseeable emergencies. Workers such as office workers or accountants who encounter hazardous chemicals

only in non-routine, isolated instances are not employees for the purposes of this Act.

- E. **"Expose"** – Subjecting an employee to a hazardous chemical in the course of employment through any route of entry, including inhalation, ingestion, skin contact, or absorption. The term includes potential, possible, or accidental exposure under normal conditions of use or in a reasonably foreseeable emergency.
- F. **"Hazardous Chemical" or "Chemical"** – An element, compound, or mixture of elements or compounds that is a physical hazard or a health hazard.
- G. **"Health Hazard"** – A chemical for which acute or chronic health effects may occur in exposed employees and which is a toxic agent, irritant, corrosive, or sensitizer.
- H. **"Label"** – Any written, printed, or graphic material displayed on or affixed to containers of hazardous chemicals, and which includes the same name as on the Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS).
- I. **"Material Safety Data Sheet" ("MSDS")** – A document containing chemical hazard and safe handling information for the hazardous chemical as determined by the chemical's manufacturer.
- J. **"Physical Hazard"** – A chemical which is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive), or water-reactive.
- K. **"Personal Protective Equipment"** – Protective equipment provided to an employee by the employer which provides a level of protection to chemicals to which an employee may be exposed that will be adequate to ensure their health and safety based on current industry standards.

- L. **"Safety Data Sheet" ("SDS")** – The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), aligned with the GHS in 2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDSs) for each hazardous chemical to downstream users to communicate information on these hazards. Safety Data Sheets were formerly called Material Safety Data Sheets, or MSDSs. The information contained in the SDS is largely the same as the MSDS, except now the SDSs are required to be presented in a consistent, user-friendly, 16 section format.
- M. **"Stationary Process Container"** – A tank, vat, or other such container which holds different hazardous chemicals at different times.
- N. **"Technically Qualified Individual"** – An individual with a professional education and background working in the research or medical fields, such as a physician or registered nurse, or an individual holding a minimum of a bachelor's degree in a physical or natural science.
- O. **"Work Area"** – A room, defined space, utility structure, or emergency response site in a workplace where hazardous chemicals are present, produced, or used, and where employees are present.
- P. **"Workplace"** – A contiguous facility that is staffed 20 hours or more per week, unless such a facility is subdivided by the employer. Normally this subdivision would be a building, cluster of buildings or other structures, or a complex of buildings, but could be for a portion of a building if the employer chooses. Noncontiguous properties are always separate workplaces unless they are temporary workplaces, in which case they can be either work areas or a headquarters' workplace or separate workplaces, which is at the discretion of the employer.

IV. Workplace Chemical List..... (HSC §502.005 and 25 TAC §295.4)

- A. The City of Port Lavaca will develop and maintain a list of hazardous chemicals normally present in the workplace in excess of 55 gallons or 500 pounds. This Workplace Chemical List will be developed for each workplace where such quantities of hazardous chemicals are used or stored and will be available for review by employees and their designated representatives. (Employers may use Attachment A, *Model Workplace Chemical List*, to comply with this requirement.)
- B. The Department Heads will be responsible for reviewing and updating the Workplace Chemical List(s) for the City of Port Lavaca as necessary, but at least by December 31 of each year.
- C. The Workplace Chemical List will be maintained for at least 30 years.
- D. Further information on chemicals list on the Workplace Chemical List can be obtained by referring to the Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) located in each workplace where these chemicals are used or stored.

V. Safety Data Sheets and/or Material Safety Data Sheets (HSC §502.006 and 25 TAC §295.5)

- A. The City of Port Lavaca will maintain a current and appropriate Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) for each hazardous chemical purchased.
- B. The Department Heads will be responsible for the SDS/MSDS system within their departments for the City of Port Lavaca and will ensure that:
 - 1. Incoming SDSs/MSDSs are reviewed for new and significant health/safety information and that any new information is passed on to the affected employees.

2. Hazardous chemicals received without an SDS or MSDS are withheld from use until a current SDS or MSDS is obtained.
3. Missing SDSs or MSDSs are requested from an appropriate source (e.g. chemical manufacturer, distributor, or electronic database) within 30 days from receipt of the hazardous chemical.
4. Affected employees are provided a description of any alternative system (such as electronic databases) being used in lieu of hard copy SDSs/MSDSs.
5. As SDSs are received from hazardous chemical manufacturers and distributors, they replace the Material Safety Data Sheets on file. Training on both the old MSDSs and the new SDSs should continue throughout the transition period until employers no longer have any of the old MSDSs on site.
6. Emergency responders are provided SDSs/MSDSs as soon as practical upon request.

C. SDS and MSDS files for each department will be kept at a designated location within that department.

- POLICE DEPT: 201 N. Colorado St. in front office
- FIRE STA NO. 1: 1501 W. Austin St. above the work bench in the apparatus bay
- FIRE STA NO. 2: 800 SH 35 N in the hall between the alarm room and kitchen
- PUBLIC WORKS: STREETS/PARKS: 628 W. George St. in the Office of the Office Manager
- PUBLIC WORKS: UTILITIES: 800 N. Commerce St. on bookshelf as you enter office building
- ADMINISTRATION: City Hall 202 N. Virginia in hallway leading to HR Office

D. SDSs/MSDSs will be readily available for review by employees or their designated representatives upon request.

VI. Chemical Container Labels(HSC §502.007 and 25 TAC §295.6)

- A. All containers of hazardous chemicals used or stored by the City of Port Lavaca will be appropriately labeled.
- B. The Department Head will be responsible for the hazardous chemical labeling system within their department and will verify that:
 - 1. All **primary containers** of hazardous chemicals are clearly labeled to include:
 - a. The identity of the chemical as it appears on the SDS/MSDS
 - b. The appropriate hazard warnings
 - c. The name and address of the manufacturer
 - 2. All **secondary containers** of hazardous chemicals are clearly labeled to include:
 - a. The identity of chemicals as it appears on the SDS/MSDS
 - b. The appropriate hazard warnings
 - 3. A description of alternative labeling systems, if used, is provided to employees. Examples of alternative labeling systems are the National Fire Protection Association(NFPA) 704m Standard and the Hazardous Materials Information Systems (HMIS) Standard
- C. The City of Port Lavaca will rely on the chemical manufacturers or distributors to provide labels which meet the above requirements for primary containers of all hazardous chemicals purchased, and will re-label containers only when the label is illegible or otherwise does not meet the above requirements.

VII. Employee Training Program...(HSC §502.009 and 25 TAC §295.7)

- A. The City of Port Lavaca will provide an education and training program to all employees who routinely use or handle hazardous chemicals in their workplace.
- B. The Human Resources Coordinator will be responsible for the employee training program and will ensure that:
 - 1. Appropriate training is provided to all covered employees and includes:
 - a. The use of information provided on SDSs/MSDSs and chemical container labels
 - b. The location of hazardous chemicals present in the employees' work areas
 - c. The physical and health effects of exposure
 - d. Proper use of personal protective equipment
 - e. Safe handling of hazardous chemicals
 - f. First aid treatment for exposure to hazardous chemicals
 - g. Safety instruction on clean-up and disposal of hazardous chemicals
 - 2. Required training records are maintained and include:
 - a. The date of the training session
 - b. A legible list of all employees attending the training session.

- c. The subjects covered
 - d. The name of the instructors (Employers may use either Attachment B, *Employee Training Roster*, or Attachment C, *Employee Training Sheet*, to comply with this requirement)
3. All covered employees are identified and incorporated into the training program.
 4. Employees are provided information concerning the hazardous chemicals to which they may be exposed during the performance of non-routine tasks.
 5. New employees are trained prior to their being required to use or handle a hazardous chemical.
 6. The need and frequency for periodic/refresher training is assessed.
- C. Employees subject to these training requirements will sign an attendance roster for each training session attended, verifying that they received and understood the information.

VIII. Reporting Employee Deaths and Injuries...(HSC §502.012 and 25 TAC §295.9)

- A. The City of Port Lavaca will notify the Texas Department of State Health Services, Division for Regulatory Services, Policy, Standards & Quality Assurance Unit, Environmental Hazards Group, of any employee accident that involves a hazardous chemical exposure or asphyxiation, and that is fatal to one or more employees or results in the hospitalization of five or more employees.
- B. The Human Resources Coordinator will be responsible for reporting all such accidents to the Texas Department of State Health Services, Division for Regulatory Services, Policy, Standard & Quality Assurance Unit, Environmental Hazards Group, within 48 hours after their occurrence. Notifications will be made either orally or in writing to:

Texas Department of State Health Services
 Consumer Protection Division
 Policy, Standards, & Quality Assurance Section
 Environmental Hazards Unit
 Hazard Communication Program
 PO Box 149347, MC 1987
 Austin, TX 78714-9347

Phone: (512) 834-6787

Fax: (512) 834-6726

- C. Employees will be responsible for reporting all accidents involving a hazardous chemical to their supervisor.
- D. Supervisors will be responsible for reporting all accidents involving a hazardous chemical to the Department Head and the HR Coordinator.

IX. Posting the Notice to Employees...(HSC §502.0017 and 25 TAC §295.12)

- A. The Human Resources Coordinator will post and maintain in all workplaces where hazardous chemicals are used or stored the most current version of the THCA *Notice to Employees*, informing employees of their rights under the THCA. (See attachment D, *Notice to Employees*)
- B. The *Notice to Employees* shall be clearly posted and unobstructed at all locations in the workplace where notices are normally posted, and with at least one location in each workplace.
- C. In workplaces where employees that have difficulty reading or understanding English may be present, a copy of the *Notice to Employees*, printed in Spanish, will be posted together with the English version. (See attachment E, *Notice to Employees*, Spanish version (*Aviso Al Empleado*))
- D. Additional copies of the *Notice to Employees*, in both English and Spanish, are available on the Hazard Communication Worker Right-To-Know website at <http://www.dshs.state.tx.us/hazcom/> or on request

from the Policy, Standards & Quality Assurance Unit, Environmental Hazards Group, at the address or telephone number listed on the cover page of this written program.

X. Personal Protective Equipment...(HSC §502.017 and 25 TAC §295.12)

- A. The City of Port Lavaca will provide appropriate personal protective equipment (PPE) to all employees who use or handle hazardous chemicals.
- B. The Department Heads will assume overall responsibility for the PPE program within their departments and will ensure that appropriate equipment and training are provided, to include:
 - 1. Proper selection of PPE based on:
 - a. Routes of entry
 - b. Permeability of PPE material
 - c. Duties being performed by the employee
 - d. Hazardous chemicals present
 - 2. Proper fit and functionality of PPE as described by the manufacturer's specifications
 - 3. Appropriate maintenance and storage of PPE

XI. Maintaining Employee Rights... (HSC §502.017 and 25 TAC §295.12)

- A. The City of Port Lavaca shall not discipline, harass, or discriminate against any employee for filing complaints, assisting inspectors of the Texas Department of State Health Services, participating in proceedings related to the Texas Hazard Communication Act, or exercising any rights under the Act.

- B. Employees cannot waive their rights under the Texas Hazard Communication Act. A request or requirement for such a waiver by an employer is a violation of the Act.

XII. Attachments

- A. Workplace Chemical List (see List in SDS Book)
- B. Employee Training Roster (Contact HR for copy)
- C. Employee Training Sheet (Contact HR for copy)
- D. Notice to Employees (English)
- E. Notice to Employees (Spanish)

Workplace Chemical List

Name of Workplace, Work Area, or Temporary Workplace:

Identity Used on the Safety Data Sheet & Container Label	Work Area	Quantity (optional)	Unit Size (optional)

Workplace Chemical List Prepared By: _____
Name (Printed)

Signature (Required)

Date of Preparation: _____ (This form must be updated annually.)

Employee Training Roster

Texas Hazard Communication Act, Section 502.009(g)

Department / Work Area: _____

Instructor: _____ Date: _____

[illegible]

Employee Training Roster (continued)

A. Per Sections 502.009(c) and (g) of the Texas Hazard Communication Act (THCA), the following subject(s) were covered in this training:

- ☐ Reading and interpreting chemical container labels
- ☐ Reading and interpreting alternative labeling systems, if such labeling systems are being used by the employer
- ☐ Reading and interpreting Safety Data Sheets (SDSs) and/or Material Safety Data Sheets (MSDSs)
- ☐ Location of hazardous chemicals in the workplace
- ☐ Physical and health effects of exposure
- ☐ Proper use of personal protective equipment
- ☐ First aid treatment for exposure
- ☐ Safety instruction on handling, cleanup and disposal procedures

B. Per Section 502.009(g) of the THCA, training was conducted based on:

- ☐ Categories of hazardous chemicals
- ☐ Individual hazardous chemicals

C. This hazard communication training was provided as:

- ☐ Initial training per Section 502.009(a) and (f) of the THCA
- ☐ Periodic/refreshers training per Section VII(B)(6) of this Written Hazard Communication Program

Employee Training Sheet

Texas Hazard Communication Act, Section 502.009(g)

Department / Work Area: _____

Instructor: _____ Date: _____

Per Sections 502.009(c) and (g) of the Texas Hazard Communication Act (THCA), the following subject(s) were covered in this training:

- ☐ Reading and interpreting chemical container labels
- ☐ Reading and interpreting alternative labeling systems, if such labeling systems are being used by the employer
- ☐ Reading and interpreting Safety Data Sheets (SDSs) and/or Material Safety Data Sheets (MSDSs)
- ☐ Location of hazardous chemicals in the workplace
- ☐ Physical and health effects of exposure
- ☐ Proper use of personal protective equipment
- ☐ First aid treatment for exposure
- ☐ Safety instruction on handling, cleanup and disposal procedures

Per Section 502.009(g) of the THCA, training was conducted based on:

- ☐ Categories of hazardous chemicals
- ☐ Initial training per Section 502.009(a) and (f) of the THCA
- ☐ Periodic / refresher training per section VII(B)(6) of this Written Hazard Communication Program

Employee: _____ Date: _____
(Printed)

Employee: _____
(Signature)

Instructor: _____
(Signature)

NOTICE TO EMPLOYEES

The Texas Hazard Communication Act, codified as Chapter 502 of the Texas Health and Safety Code, requires public employers to provide employees with specific information on the hazards of chemicals to which employees may be exposed in the workplace. As required by law, your employer must provide you with certain information and training. A brief summary of the law follows.

HAZARDOUS CHEMICALS

Hazardous chemicals are any products or materials that present any physical or health hazards when used, unless they are exempted under the law. Some examples of more commonly used hazardous chemicals are fuels, cleaning products, solvents, many types of oils, compressed gases, many types of paints, pesticides, herbicides, refrigerants, laboratory chemicals, cement, welding rods, etc.

WORKPLACE CHEMICAL LIST

Employers must develop a list of hazardous chemicals used or stored in the workplace in excess of 55 gallons or 500 pounds. This list shall be updated by the employer as necessary, but at least annually, and be made readily available for employees and their representatives on request.

EMPLOYEE EDUCATION PROGRAM

Employers shall provide training to newly assigned employees before the employees work in a work area containing a hazardous chemical. Covered employees shall receive training from the employer on the hazards of the chemicals and on the measures they can take to protect themselves from those hazards. This training shall be repeated as needed, but at least whenever new hazards are introduced into the workplace or new information is received on the chemicals which are already present.

SAFETY DATA SHEETS

Employees who may be exposed to hazardous chemicals shall be informed of the exposure by the employer and shall have ready access to the most current Safety Data Sheets (SDSs) or Material Safety Data Sheets (MSDSs) if an SDS is not available yet, which detail physical and health hazards and other pertinent information on those chemicals.

LABELS

Employees shall not be required to work with hazardous chemicals from unlabeled containers except portable containers for immediate use, the contents of which are known to the user.

EMPLOYEE RIGHTS

Employees have rights to:

- access copies of SDSs (or an MSDS if an SDS is not available yet)
- information on their chemical exposures
- receive training on chemical hazards
- receive appropriate protective equipment
- file complaints, assist inspectors, or testify against their employer

Employees may not be discharged or discriminated against in any manner for the exercise of any rights provided by this Act. A waiver of employee rights is void; an employer's request for such a waiver is a violation of the Act. Employees may file complaints with the Texas Department of State Health Services at the telephone numbers provided below.

EMPLOYERS MAY BE SUBJECT TO ADMINISTRATIVE PENALTIES AND CIVIL OR CRIMINAL FINES RANGING FROM \$50 TO \$100,000 FOR EACH VIOLATION OF THIS ACT

Further information may be obtained from:

Texas Department of State Health Services
Consumer Protection Division
Policy, Standards, & Quality Assurance Section
Environmental Hazards Unit
PO Box 149347, MC 1987
Austin, TX 78714-9347



TEXAS
Health and Human
Services

(512) 834-6787
(800) 293-0753 (toll-free)
Fax: (512) 834-6726
E-mail: TXHazComHelp@dshs.texas.gov
Website: www.dshs.texas.gov/hazcom

Texas Department of State
Health Services

Worker Right-To-Know Program
Publication # 23-14173
Revised 05/2018

AVISO AL EMPLEADO

La Ley de Comunicación sobre Peligros de Texas, codificada como el capítulo 502 del Código de Salud y Seguridad de Texas, exige que los empleadores públicos le provean a los empleados información específica sobre los peligros de los químicos a los que los empleados podrían estar expuestos en el centro de trabajo. Según exige la ley, su empleador debe proveerle cierta información y capacitación. A continuación presentamos un breve resumen de la ley.

QUÍMICOS PELIGROSOS

Los químicos peligrosos son cualquier producto o material que represente algún peligro físico o de salud al ser usado, a menos que este quede exento bajo la ley. Como ejemplos de químicos peligrosos más comúnmente usados están los combustibles, los productos de limpieza, los solventes, muchos tipos de aceite, los gases comprimidos, muchos tipos de pintura, los pesticidas, los herbicidas, los refrigerantes, los químicos de laboratorio, el cemento, las varillas de soldadura, etc.

LISTA DE QUÍMICOS EN EL CENTRO DE TRABAJO

Los empleadores deben desarrollar una lista de los químicos peligrosos usados o almacenados en el centro de trabajo que sobrepasen los 55 galones o las 500 libras. El empleador debe renovar la lista de ser necesario, y al menos anualmente, y debe ponerla a fácil disposición de los empleados y de sus representantes al esta ser solicitada.

PROGRAMA DE INSTRUCCIÓN DEL EMPLEADO

Los empleadores deben proveerle capacitación a los empleados recién asignados antes de que los empleados trabajen en un área de trabajo que contenga químicos peligrosos. Los empleados contemplados en la ley deben recibir capacitación del empleador sobre los peligros de los químicos y sobre las medidas que ellos mismos pueden tomar para protegerse de dichos peligros. La capacitación debe repetirse de ser necesario, y al menos cuando se introduzcan nuevos peligros en el centro de trabajo o se reciba nueva información sobre los químicos que ya están presentes.

HOJAS DE DATOS DE SEGURIDAD

El empleador debe informar de la exposición a los empleados que pudieran estar expuestos a químicos peligrosos y ellos deben tener acceso fácil a las hojas de datos de seguridad (SDS) o las hojas de datos de seguridad del material (MSDS) más recientes si es que todavía no hay una SDS disponible, las cuales detallen los peligros físicos y de salud y cualquier otra información pertinente sobre dichos químicos.

ETIQUETAS

No se requerirá que los empleados trabajen con químicos peligrosos provenientes de contenedores que no están etiquetados con excepción de los contenedores portátiles de uso inmediato, el contenido de los cuales el usuario conoce.

DERECHOS DEL EMPLEADO

Los empleados tienen derecho a:

- acceder a copias de las SDS (o una MSDS si es que todavía no hay una SDS disponible)
- la información sobre sus exposiciones químicas
- recibir capacitación sobre los peligros químicos
- recibir el equipo protector apropiado
- presentar quejas, asistir a los inspectores y testificar en contra de su empleador

No se despedirá a los empleados ni se les discriminará de ninguna manera por ellos ejercer cualquiera de los derechos que esta ley estipula. Las renunciaciones de derechos del empleado no tienen ninguna validez; el que el empleador solicite ese tipo de renuncia infringe esta ley. Los empleados pueden presentar sus quejas ante el Departamento Estatal de Servicios de Salud de Texas llamando al teléfono sin costo provisto abajo.

LOS EMPLEADORES PODRÍAN ESTAR SUJETOS A SANCIONES ADMINISTRATIVAS Y A MULTAS CIVILES O PENALES QUE VAN DESDE LOS \$50 HASTA LOS \$100,000 DÓLARES POR CADA INFRACCIÓN DE ESTA LEY

Puede obtener mayor información en:

Texas Department of State Health Services
Consumer Protection Division
Policy, Standards, & Quality Assurance Section
Environmental Hazards Unit
PO Box 149347, MC 1987
Austin, TX 78714-9347

(512) 834-6787
(800) 293-0753 (llamada gratuita)
Fax: (512) 834-6726
E-mail: TXHazComHelp@dshs.texas.gov
Website: www.dshs.texas.gov/hazcom



Texas Department of State
Health Services

Worker Right-To-Know Program
Publication # 23-14173A
Revised 05/2018

COMMUNICATION

SUBJECT: Consider Resolution No. R-081125-3 of the City of Port Lavaca to support the Film Friendly Texas program and establish the City of Port Lavaca Film Friendly Guidelines.
Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025

DATE: 08.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: FILM FRIENDLY TEXAS PROGRAM RESOLUTION TO BECOME A CERTIFIED CITY

Background:

VEDC-Regional Partnership has brought this opportunity for us. Established in 2007, the Film Friendly Texas (FFTX) program is a certification and marketing program administrated by the Texas Film Commission. Film Friendly Texas Certified Communities receive ongoing training and guidance from the Texas Film Commission regarding media industry standards, best practices and how to effectively accommodate media production in their communities. The Film Friendly Texas program serves as an invaluable resource that helps position Texas as a premier destination for media production.

Participation in the FFTX program will provide Port Lavaca with a network for fostering media production in our city and sends a clear message to media industry professionals that Port Lavaca is serious about attracting their business.

Other Certified Film Friendly Cities in our region include Victoria, Palacios, Rockport, Bay City, Sweeney, Lake Jackson, Cuero, Yoakum, Yorktown, and others.

Tania has already attended the required Film Friendly Texas Workshop and the policy designates our Film Liason as the City Events Coordinator. The following 5 sites have been selected to submit as possible filming locations in the city to the Texas Film Commission database: Main Street Theatre, Lighthouse Beach Park, City Harbor, Nautical Landings Marina, Calhoun County Courthouse

Financial Impact:

There is no fee associated with being a certified Fim Friendly Texas City, but the program has the potential of having a great positive economic impact on our community. The media production industry stimulates the local economy by spurring on-site spending at local small businesses as well as things like lodging, catering, transportation, construction supplies, local hires etc.

Recommendation:

Staff recommends approval of the Resolution to adopt the Film Friendly Guidelines.

RESOLUTION NO. R-081125-3**RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS, SUPPORTING
THE FILM FRIENDLY TEXAS PROGRAM AND ESTABLISHING THE
CITY OF PORT LAVACA FILM FRIENDLY GUIDELINES**

WHEREAS, the Film Friendly Texas program, established in 2007 by the Texas Film Commission, promotes media production in Texas; and

WHEREAS, the program equips communities to accommodate media production and engage local businesses; and

WHEREAS, media production benefits local economies, creating jobs and boosting small businesses; and

WHEREAS, the Film Friendly Texas Program enhances relationships between media professionals and communities; and

WHEREAS, the Texas Film Commission efficiently connects opportunities to its certified communities; and

WHEREAS, the City of Port Lavaca desires to establish Film Friendly Guidelines in support of the Film Friendly Texas Program.

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

THAT, It endorses and supports the Film Friendly Texas Program for its economic and cultural contributions and establishes the City of Port Lavaca Film Friendly Guidelines.

SECTION 1. That the attached Exhibit “A” City of Port Lavaca Film Friendly Guidelines are hereby approved.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

PASSED AND ADOPTED on this 11th day of August, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Guidelines for Filming in **Port Lavaca, Texas, TX**

- I. Purpose
- II. City Control/City Manager Authority
- III. Permit Requirements and Fees
- IV. Application Fee
- V. Use of City Equipment and Personnel
- VI. Use of City-Owned Real Estate
- VII. Vehicles and Equipment
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Damage to Public or Private Property XII. Hold Harmless Agreement

Guidelines for Filming in Port Lavaca, Texas, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within **Port Lavaca, Texas** and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of **Port Lavaca, Texas** residents and businesses, and to promote public health, safety and welfare. The City Manager reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

Filming in TxDOT rights-of-way: To film on any State of Texas highway right-of-way within the city or the county, an applicant must obtain approval from the TxDOT Yoakum District office which oversees Calhoun County. Locally, TxDOT-managed corridors include Main Street (US 87), SH 35, SH238, FM 1090, and FM3084. For questions regarding this requirement, please contact the TxDOT Yoakum District at (361) 293-4300.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite for that use.

The Applicant agrees that the City of **Port Lavaca, Texas** shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in **Port Lavaca, Texas**, the City Events Coordinator/Film Liaison must be contacted to discuss the production's specific filming requirements and the feasibility of filming in **Port Lavaca, Texas**.

Any commercial producer who desires to undertake a commercial production in **Port Lavaca, Texas** is required to complete and return the attached application for filming to the Office of the City Manager, or his/her designee, within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. APPLICATION FEE

A suggested application processing fee of **\$100.00** should accompany each application for filming in **Port Lavaca, Texas**.

The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

V. POLICIES WHILE FILMING

No alcoholic beverages or illegal drugs may be brought onto City of Port Lavaca property. Smoking or vaping in or within 15 feet of any entrance to any public building is prohibited by City ordinance.

A good faith effort shall be made on the part of the Applicants to purchase available supplies in Port Lavaca and to hire residents of Port Lavaca when feasible.

Filming shall not interrupt the regular business of the City of Port Lavaca and/or its citizens and visitors, except as otherwise approved by the City Manager in the Agreement.

VI. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related to City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police security requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

Off-duty firefighters and police officers shall be paid by the production company at a rate no less than the prevailing security hourly rate.

VII. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, use of **Port Lavaca, Texas** name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production, except that City of Port Lavaca property may not be used for films rated "NC-17" or "X", or otherwise promote pornography. Filming which uses pyrotechnics, explosions, or automobile/heavy equipment stunts are not permitted to film on City of Port Lavaca property. In conjunction with the permitted uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite for that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity:	Cost per calendar day:
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50

The Applicant acknowledges and agrees that the City of **Port Lavaca, Texas** possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the City-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the City requests such cleaning and/or sanitation services at any time. Upon such a request by the City, the Applicant must obtain approval from the City of the Applicant's arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The City may require such approval before use of the City-owned property for Production Activity begins.

VIII. VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

IX. HOURS OF FILMING

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

X. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner,

tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application.

XI. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of **Port Lavaca, Texas** and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XII. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XIII. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of **Port Lavaca, Texas**, and that I and my firm will indemnify and hold harmless the City of **Port Lavaca, Texas**, and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.*

*I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of **Port Lavaca, Texas**, on behalf of the firm.*

Signature Date: _____

Printed Name

Title

THE CITY OF PORT LAVACA, TEXAS, TX

Application for Commercial Filming

Title of Project: _____

Type of Production: _____
(*feature film, television series, commercial, music video, virtual reality, etc.*)

Proposed Filming Locations (attach additional pages if necessary):

Date(s) of Prep, Filming & Wrap:

Primary Contact Name: _____

Cell Phone Number: _____

Email: _____

Location Manager (if different from Primary Contact) Name: _____

Cell Phone Number: _____

Email: _____

Name of Production Company: _____

Address: _____

City/State/Zip: _____

Web Site: _____

Has this production already been in contact with the Texas Film Commission? _____ If yes, who is your contact at the Texas Film Commission? _____

Or

Has this production already completed the Texas Film Commission's Texas Production Registration Form? _____

PRODUCTION (Attach additional sheets if necessary.)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial or drone photography, amplified sound or use of animals: (give dates and times, hours should include prep, holding of sets, wrap and rain dates, if potentially needed)
2. Approximate number of persons involved with the production, including cast and crew:
3. Anticipated need of City or County personnel, equipment or property:
4. Public areas in which public access will be restricted during production:
5. Describe alterations to public property:
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
7. Location where crew will be fed, if not at filming location:
8. Location where extras will be held, if not at filming location:
9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

Signature Date: _____

Printed Name & Title

Application approved by **Port Lavaca, Texas** representative:

Date: _____

The "Guidelines for Filming in Port Lavaca, Texas" apply to all motion picture production in Port Lavaca, Texas.

The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision; Repeal Clause and effective date. Presenter is Colin Rangnow

INFORMATION:

ORDINANCE #G-8-25

AN ORDINANCE AMENDING SECTION 3 OF THAT CERTAIN ORDINANCE DESIGNATING THE TYPE AND LOCATION OF TRAFFIC CONTROL DEVICES WITHIN THE CITY OF PORT LAVACA, PASSED AND APPROVED BY CITY COUNCIL THE 8TH DAY OF SEPTEMBER, 1986, AND RECORDED IN CITY COUNCIL MINUTE RECORDS, VOLUME "HH", PAGE 41, BY ADDING NEW STREET LOCATIONS TO SAID ORDINANCE IN SAID SECTION 3; REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION I: Section 3 of the Ordinance designating the type and location of traffic control devices within the City of Port Lavaca, passed and approved by City Council on the 8th day of September, 1986, and recorded in City Council Minute Records, Volume "HH", page 41, is hereby amended by adding the following locations for traffic control devices:

Brookhollow Subdivision

- Stop signs on 300 Holiday and 400 Holiday @ intersection of Travis St and Holiday Ln (4 way stop)
- Stop signs on 100 Chantilly Ln, 700 Brookhollow Dr. and 800 Brookhollow Dr @ intersection of Chantilly Ln and Brookhollow Dr. (3-way intersection)
- Stop sign and street sign on 100 Blackstone Place
- Stop sign and street sign on 100 Beachmont Ln @ 900 Brookhollow Dr
- Stop Sign and street sign on 100 Beachmont Ln @ 900 Westwood Dr
- Stop Sign on 100 Brentwood Place @ 800 Westwood Dr
- Stop signs on 200 Chantilly Ln, 800 Westwood Dr and 700 Westwood Dr (3-way intersection)
- Stop sign and street sign on 300 Glenbrook Ln @ 700 Westwood Dr
- Stop signs on 600 Westwood Dr, 400 Sunnydale Dr and 500 Sunnydale Dr (3-way intersection)
- Change yield signs to stop signs on 500 Ridgecrest and 600 Ridgecrest @ intersection of 600 Candlelight Ln and 500 Ridgecrest Dr
- Change yield sign to stop sign on 400 Ridgecrest Dr @ 600 Lazy Ln and 400 Ridgecrest Dr
- Change yield sign to stop sign and add street sign @ 400 Fairmont Dr @ 400 Fairmont Dr and 600 Lazy Ln
- Add stop sign on 500 Fairmont Ln @ 500 Fairmont Ln and 500 Candlelight Ln
- Stop signs on 500 Westwood Dr, 400 Candlelight Ln and 500 Candlelight Ln (3-way intersection)
- Change yield sign to stop sign on 400 Holiday Ln @ 400 Holiday Ln and 400 Westwood Dr

- Stop sign on 500 Elmhurst Dr @ 500 Elmhurst Dr and 400 Candlelight Ln
- Stop sign on 500 Travis St @ 500 Travis St and 300 Candlelight Ln
- Stop signs on 200 Candlelight Ln, 500 Willowick Dr and 600 Willowick Dr (3-way intersection)
- Change yield signs to stop signs on 100 Sunnydale Dr and 200 Sunnydale Dr @ 600 Willowick Dr and 100 Sunnydale Dr
- Stop sign on 200 Glenbrook Ln @ 200 Glenbrook Ln and 700 Willowick Dr
- Stop sign on 700 Willowick Dr @ 700 Willowick and 100 Chantilly Ln

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

SECTION III. The effective date of this ordinance shall be when passed and approved by City Council, and traffic control signs, markings and devices are appropriately in place.

FIRST READING this 14th day of July, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of August, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of August, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

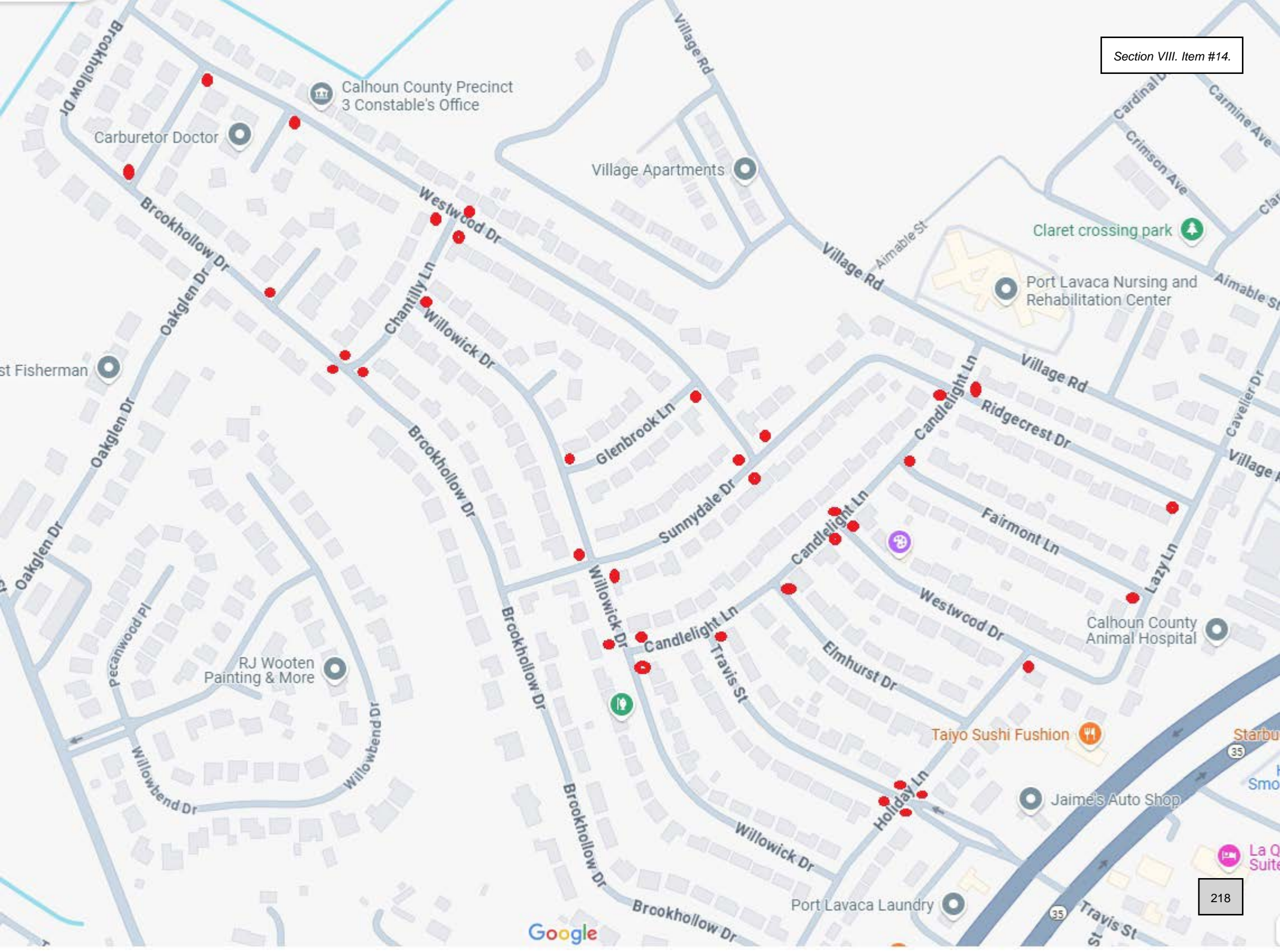
Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippet	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

Amends G-6-86



COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (S-3-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan

INFORMATION:

ORDINANCE NO. S-3-25**AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS FOR AMENDMENT(S) TO THE BASE ORDINANCE NO. S-2-24 FOR 2024-2025 FISCAL YEAR BUDGET; PROVIDING FOR BUDGET AMENDMENT(S); PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE**

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

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

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

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

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

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

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

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

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

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

FIRST READING this 11th day of August, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

First Reading	Second and Final	Passed and Approved
------------------	---------------------	------------------------

Councilman Aguirre
Councilman Dent
Councilman Tippit
Councilwoman Padron
Councilwoman Bland-Stewart
Councilman Burke

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

Request For Approval of Budgetary Amendment Fiscal Year 2024-2025

Amendment # GF-005

Required Balance	\$	3,850,947.95
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Amended Unreserved Fund Balance	\$	4,811,679
--	-----------	------------------

Account No.					Original Budget	Increase/ (Decrease)	Amended Budget	Reason
Fund	Dept.	Line-item	DEPT	---- Description ----				
001	50320	533.19	DEV SVCS	DEMOLITION SERVICES	50,000	25,500	\$ 75,500	ADDITIONAL DEMOLITION FOR RANDLE ST
NET INCREASE/(DECREASE) TO UNRESERVED FUND BALANCE						(25,500)		

Date:

222



City of Port Lavaca
Finance Department
202 N. Virginia St.
Port Lavaca, Tx 77979
accounts payable@portlavaca.org

CITY OF PORT LAVACA REQUISITION REQUEST FORM

Section VIII. Item #15.

Expedited Review ☐

PURCHASE
ORDER #

(Assigned by Finance)

DATE: 6/18/25

Name of
Vendor Urban Surveying

G/L Acct #: 501-55133544.70

Project #: Line #:

Total: \$87,065

Section 1 - General Information

Requisitioned by: Wayne Shaffer Director of Public Works
(Name) (Title)

Department: Utility Maintenance

Project: I & I remediation (smoke testing)

Description of Goods/Services: Smoke testing of Main liftstation basin

Section II - HUB Contact Documentation - FOR PURCHASES OF \$3,000 - \$49,999

In compliance with Chapter 252.0215 of the Texas Local Government Code and pages 13 & 14 of the City Purchasing Policy and Procedures manual, the department originating this purchase requisition certifies that: (Select A or B)

A) The following Calhoun County Historically Underutilized Businesses were identified and contacted concerning this purchase:

HUB #1

HUB #2

B) ☒ No applicable Calhoun County HUBs were identified from the Comptroller of Public Accounts listing; therefore, the City is exempt from HUB contact requirements for this purchase. (Attach HUB vendor search results.)

Section III - Competitive Quotation Documentation

Competitive quotations are generally required for cooperative, emergency, sole source or single source purchases, with justification/sole source documentation, and approval by Finance, per pages 13-15 of the City Purchasing Policy and Procedures.

Cooperative Purchase?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	PSA/Contract #
Sole Source?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Single Source?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Professional Services?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Emergency Purchase?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

* If yes, City Manager authorization

Competitive Bid? ☐ Yes ☒ No

Attach bid tabulation and Council minutes

	Quotation #1 \$1,001 - \$5,000	Quotation #2 \$5,001 - \$10,000	Quotation #3 \$10,001 - \$49,999
PO NOT REQUIRED	\$3,000	HUB Vendor Search	\$49,999
Name of Company	Urban Surveying		
Telephone Number	361-578-9837		
Contact Person	Terry Ruddick		
Email Address			
Quotation #			
Total Price Quoted	\$87,065		

Section IV - Approvals

Department Head or Designee:

Date: 7-30-25

To be routed for signature by Finance staff:

Finance Director: _____

Date: _____

City Manager: _____

Date: _____

Wayne W. Shaffer
Public Works Director
City of Port Lavaca

Via email: wshaffer@portlavaca.org

RE: Main Lift Station Basin Smoke Testing

Dear Mr. Shaffer,

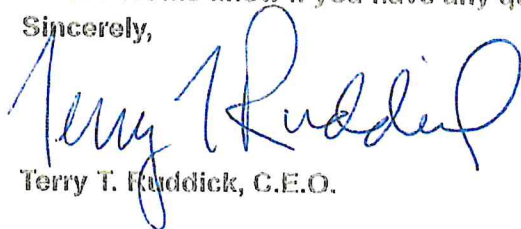
Thank you for allowing USI the opportunity to submit a proposal to provide smoke testing services for the referenced project. Following is a list of estimated pipe lengths per size along with the corresponding fee:

6"	– 36,500 linear feet @ \$0.85 per foot =	\$31,025
8"	– 37,200 linear feet @ \$0.85 per foot =	\$31,620
10"	– 13,000 linear feet @ \$0.85 per foot =	\$11,050
12"	– 6,800 linear feet at \$0.85 per foot =	\$5,780
15"	– 6,100 linear feet at \$1.00 per foot =	\$6,100
18"	– 1,490 linear feet at \$1.00 per foot =	\$1,490
Total =		\$87,065

Please note that the pipe lengths are estimates from record drawings. We will determine actual pipe lengths during the smoke testing process.

I would welcome the opportunity to discuss timing, deliverables, etc. at your convenience. Please let me know if you have any questions or concerns.

Sincerely,


Terry T. Ruddick, C.E.O.

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-9-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Charges, Chapter 2 Administration; Chapter 8 Amusements and Entertainments, Sec. 8-28; Chapter 50, Sec. 50-67 Utilities - Water User Rates – GBRA, Residential and Commercial; Chapter 54 Waterways; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025**AGENDA ITEM:****DATE:** 8.06.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CONSIDER APPROVAL OF ORDINANCE AMENDING APPENDIX A – FEES, RATES, AND CHANGES

Background:**Chapter 2 – Administration:**

In December 2024 the City approved an amendment to the fees to reflect a credit card convenience fee for those customers paying for city services with a credit card. It has been six months since implementing this fee and the City is still absorbing a large portion of these fees due to the low amount set initially.

Overlooking our rate schedule from our merchant Open Edge that was provided back in December 2024 while the charge for each transaction is \$0.50 and .89% of sale amount, there are additional fees associated with each transaction that have a different set of fees.

Overlooking the statements from the past six months the City has calculated that the best cost allocation would be a flat percentage of 4%. This would ensure that the cost of City services is allocated directly to the individual receiving them and prevent the city from increasing any appropriation in the budget for these costs.

Chapter 8 - AMUSEMENTS AND ENTERTAINMENTS:

In previous discussions with council, there seemed to be a consensus that the rates charged per amusement machine needed to be increased. The current ordinance requires amusement centers to pay a \$50.00 annual license fee per machine.

Staff is recommending the fee to be increased to \$150.00 per amusement machine as shown below:

CHAPTER 8—AMUSEMENTS AND ENTERTAINMENTS

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

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

Chapter 50 Utilities:WATER USER RATES:

The Required Revenue to pay to Undine will be a known amount of \$218,781 per month beginning in October. This is an increase from last year of \$32,044/month. Similarly to how we calculate the increase for the GBRA fee, we are proposing to add \$6.95 across the board to the water use Base Rate for all In-City rate payers, as shown below. (By ordinance, Out of City pays 1.5x In-City rates and are shown below).

CURRENT			Uniform increase per rate payer		
rate	Classification	# accts	\$6.95	Revenue	Total water rate
\$26.65	Residential	3702	\$6.95	\$25,729	\$33.60
\$29.15	Sml Comm	501	\$6.95	\$3,482	\$36.10
\$46.65	Lrg Comm	148	\$6.95	\$1,029	\$53.60
\$39.98	Res OUT*	161	\$10.43	\$1,678	\$50.40
\$43.73	Sml Comm Out*	15	\$10.43	\$156	\$54.15
\$69.98	Lrg Comm Out*	4	\$10.43	\$42	\$80.40
* Out of City rate = 1.5x In City rate		4531		\$32,116	

Required Revenue: \$32,044

GBRA FEE: The City of Port has contracted with GBRA to pay for it's full reserve of 4,480 Acre-feet (AF) (4.0 MGD) of raw water with incremental increases in the rate since 2016. Currently the City is paying for 4,032 AF and as of September 1, 2025 will be committed to pay for the entire 4,480 AF.

GBRA has notified us that there will be an increase in the per Acre-foot charge from \$184/AF to \$193/AF.

Therefor the Raw Water Fee for FY 2025-26 will be 4,480 AF x 193/AF = \$864,640

\$864,640 / 12 months / 4531 rate payers = **\$15.91** per rate payer per month.

Chapter 54 Waterways:

CITY OF PORT LAVACA

The proposed changes are those to match the Tarrif Circular 1A as follows:

- 1) match the layout of the same information in the Tariff Circular 1A
- 2) Add a fee of \$5.00 per day per vehicle for any use of public parking areas by Commercial Tenants of the City Ports and Harbors or those persons Fleeting/Mooring or Docking in City Ports and Harbors.
- 3) Add a Bunker Fee (Item 230 in the Tarif) to charge \$50 per truck for fuel tanks to fuel docked or fleeted vessels
- 4) Establish a fine for unauthorized fleetinging or mooring
- 5) Establish a rate schedule for Commercial Vesel Dockage with a duration of up to and including 6 months and for leases between 6 month and a year.
- 6) Change name of the rail fee from “Use of Rail Spur” to “Rail Spur Maintenance Fee”

ORDINANCE #G-9-25

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

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

Chapter 2:	Administration
Chapter 8:	Amusements and Entertainments
	Sec. 8-28 Amusement Center Annual License
Chapter 50:	Utilities
	Sec. 50-67 Water User Rates – GBRA Fees (Res/Comm)
Chapter 54:	Waterways

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 11th day of August, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippet			
Councilwoman Padron			
Councilwoman Bland-Stewart			
Councilman Burke			

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

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

Section VIII. Item #16.

EXHIBIT A

CHAPTER 2 - ADMINISTRATION

Section Number	Subject	Fee Amount
2-126	Credit Card Convenience Fee	
	E-Commerce Payments (Online	\$0.50 per transaction plus 0.89% of sale 4% of Sale
	Point of Sale Payments	2% of sale 4% of Sale

(Ord. No. G-11-24, § II, 1-13-2025)

CHAPTER 8 – AMUSEMENTS AND ENTERTAINMENTS

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

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

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

Section VIII. Item #16.

CHAPTER 50 – UTILITIES

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
50-19	<i>Enforcement Penalty</i>	
	*A violation of this section is a misdemeanor and, upon conviction, any person who violates this section shall be punished by a fine up to \$500.00.	*
<i>Water service deposits</i>		
	<i>Type of Deposit:</i>	
50-49(a)	Residential	\$180.00—\$280.00
50-49(b)	Commercial	Up to 60-day average bill
50-50(2)	Fire hydrant	\$1,500.00
50-64	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
50-52(a) , 42-105	<i>Water tap/meter set fees:</i>	
	¾-inch water tap	\$840.00
	¾-inch meter set fee	\$370.00
	1-inch water tap	\$940.00
	1-inch meter set fee	\$540.00
	2-inch or greater tap	Based on current materials and labor
50-52(b)	Inspection fee	
<i>Water table</i>		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$26.65 per month \$33.60 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$13.65 per month \$15.91 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	
	Base charge 0—2,000 gallons ¾—1½-inch meter	\$29.15 per month \$36.10 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$13.65 per month \$15.91 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons

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

Section VIII. Item #16.

50-67	<i>Large commercial:</i>	
	Base charge	\$46.65 per month
	2—6-inch water meter	\$53.60 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$13.65 per month
		\$15.91 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Outside city limits:</i>	
	For residential and commercial customers located outside the city limits, the charge for water shall be 1½ times the rate charged to customers inside the city limits	
	Bulk Water: (Metered Water)	
	Base charge 0—2,000 gallons	\$50.00
	2,001—25,000 gallons	2 times large commercial rate
	Over 25,000 gallons	2 times large commercial rate
<i>Sewer table</i>		
50-111 (a)(1), 42-105	<i>Sewer tap fees:</i>	
	4" or 6" Sewer Tap Fee < 8 feet in length	\$780.00
	4" or 6" Sewer Tap Fee > 8 feet in length	\$1,350.00
	8-inch or greater	Based on current materials and labor
	Pavement break will be charged at \$35.00 per linear foot	
	Street bore will be charged based on current contractor fees	
50-111 (b)	Inspection fee	\$25.00 per tap
50-120 (a)	Annual industrial wastewater permit	\$2.00
50-122	<i>Residential wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$25.27 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
50-122	<i>Residential wastewater user rate for customer outside city limits:</i>	1½ times rate for customers inside city limits
50-123	<i>Commercial and industrial wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$27.02 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
	<i>Commercial wastewater user rate for customers outside city limits:</i>	1½ times user rate for customers inside city limits

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

Section VIII. Item #16.

50-124	<i>Extra strength surcharge:</i> Suspended	
	Over 250 ppm BOD or TSS	\$75.00 per week, per test
	Additional tests at customer request	\$80.00 per test
	Industrial wastewater discharge over 250 ppm BOD or TSS	Based on formula
<i>LPSS tap.</i> E-one LPSS:		Cost based on current materials and labor
<i>LPSS maintenance fee</i>		\$15.00 per month
<i>Utility billing fees.</i>		
	<i>Type of Fee:</i>	
50-41 (b), 50-49 (4)	Tampering	
	\$100.00 plus Cost of Repairs for first offense	
	\$500.00 plus Cost of Repairs for second and more offenses	
50-42	Meter inaccessible	\$30.00
50-45	Meter testing	Cost based on service fee
50-49 (3)	Nonsufficient funds	\$30.00
50-51	Trip charge	\$30.00
50-57 , 50-59 (b)	Disconnection	\$30.00 \$60.00
50-59 (a)(2)	After-hours reconnection	\$40.00 \$50.00
50-61	Transfer service	\$30.00
50-65	Temporary service	\$45.00
50-67	Missed turn on	\$30.00
50-67	Rereads-customer	\$30.00

(Ord. No. G-3-85, § 6, 7-8-1985; Ord. No. G-4-85, §§ 15, 17, 18, 7-8-1985; Ord. No. G-2-08, §§ I(18, 19), 9-8-2008; Ord. No. G-4-08, § 29, 9-22-2008; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; [Ord. No. G-10-16](#), art. II, 9-12-2016; [Ord. No. G-2-17](#), art. II, 9-11-2017; [Ord. No. G-4-18](#), art. II, 5-14-2018; [Ord. No. G-5-18](#), art. II, 9-10-2018; Ord. No. [G-12-19](#), 9-9-2019; Ord. No. [G-4-20](#), art. II, 9-14-2020; Ord. No. [G-8-20](#), 12-14-2020; Ord. No. [G-4-21](#), art. II, 9-20-2021; Ord. No. [G-7-22](#), art. II (Exh. A), 9-12-2022; Ord. No. [G-12-22](#), art. II (Exh. A), 1-9-2023; [G-7-23](#), art. II (Exh. A), 9-11-2023; [Ord. No. G-3-24](#), art. II(Exh. A), 5-13-2024; [Ord. No. G-8-24](#), art II(Exh. A), 9-9-2024)

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

Section VIII. Item #16.

CHAPTER 54 – WATERWAYS

Section Number	Subject	
	General:	
	Parking: Parking in Public Parking areas by Commercial Tenants of the City of Port Lavaca Ports and Harbors, or by those Persons Fleeting/Mooring or Docking in City Ports and Harbors, shall pay per vehicle per day.	\$5.00
	Bunker Fee, Tank Truck to Vessel Per Truck:	\$50.00
	Tariffs:	
	o Oysters per sack	\$0.00
	o Oysters per barrel	\$0.00
	o Shrimp per ton	\$0.00
	o Crude/condensate per barrel	\$0.125
	o Bulk product liquid or dry per ton	\$0.79
	Dockage:	
	Dockage for all self-propelled and non-self-propelled vessels shall be based on Length Overall (LOA) in feet per Day as follows:	
	o 74 ft. or less	\$75.00
	o 75 ft. to 100 ft.	\$125.00
	o 101 ft. to 200 ft.	\$200.00
	o 201 [ft.] or greater	\$250.00
	Fleeting and Mooring:	
	Fleeting and Mooring (Charges in locations approved by the Harbor Master per Day)	
	o Regulation Barges	\$175.00
	o Over-sized Barges (exceeding 35 ft. x 200 ft.)	\$250.00
	o All other fleeted vessels, equipment or materials	\$250.00
	o Fine for unauthorized fleeting or mooring per day	\$500.00
	Smith Harbor and City Harbor:	
	Commercial Vessel Dockage Rate: (available only for leases of one year or greater unless otherwise approved by City Council)	
	For leases of one year or greater	
	o First 25 ft. in length per month	\$175.00
	o For each additional foot of length > 25 ft. per month	\$5.00

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

Section VIII. Item #16.

	For leases up to and including six months	
	o First 25 ft in length per month	\$250.00
	o Each additional foot of length > 25 ft per month	\$6.00
	For leases > 6 months < 12 months	
	First 25 ft in length per month	\$200.00
	o Each additional foot of length >25 ft per month	\$5.00
	Harbor of Refuge:	
	o Dockage Space - LF/month	\$4.00
	o Use of Rail Spur Rail Spur Maintenance Fee- LS/month	\$1,000.00
	Nautical Landings Marina Rates:	
	o Dockage Space - LF/month	\$6.30
	o 110 v. 30-amp Connection - per month	\$52.50
	o 220 v. 50-amp Connection - per month	\$105.00
	Water and Trash (Included in all rentals)	
	o Transient rate < 35 ft.	\$15.75
	o Transient rate > 35 ft.	\$21.00

Ord. No. [G-1-19](#), art. II, 1-14-2019; Ord. No. [G-4-20](#), art. II, 9-14-2020; Ord. No. [G-3-21](#), art. II, 5-10-2021; Ord. No. [G-4-21](#), art. II, 9-20-2021; [G-7-23](#), art. II (Exh. A), 9-11-2023; [Ord. No. G-9-24](#), art. II(Exh. A), 10-14-2024)

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-10-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Chapter 54 Waterways; Establishing an Appendix "B" for the Tariff Circular 1-A; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 11, 2025

DATE: 08.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: 1st READING TO ADOPT PORTS & HARBORS TARIFF CIRCULAR 1-A

Background:

The Port Commission began working on this Tariff Circular in May of 2024. It was developed using the Tariff Circulars of the Port of Victoria and West Side Navigation District, who both have the same structure.

The purpose of the Tariff Circular is to serve as a formal document outlining the rates, charges, rules and regulations that govern the activities, services, and the use of the Ports & Harbors Facilities of the City of Port Lavaca. The Commissioners and Jim Rudellat have worked hard to prepare these Rules and Regulations to reflect the activities of the Ports & Harbors Facilities under the jurisdiction of the City of Port Lavaca. I have previously sent a draft version of this document to Council for review.

Most of the fees, rates and charges included in this proposed Tariff Circular are already included in the City's adopted fee ordinance. The few changes proposed to the current rates that are included in this Tariff document are reflected in proposed changes to the current rate ordinance in another agenda item for Monday's meeting.

Recommendation:

After many months of study and discussion, the Port Commission, at their regular meeting on July 15, voted unanimously to recommend to City Council to adopt this Tariff Circular 1-A document.

ORDINANCE #G-10-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS CHAPTER 54 WATERWAYS; ESTABLISHING AN APPENDIX "B" FOR THE TARIFF CIRCULAR 1-A; 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 is the Tariff Circular and is to serve as a formal document outlining the rates, charges, rules and regulations that govern the activities, services, and the use of the Ports & Harbors Facilities of the City of Port Lavaca and will be codified in the City of Port Lavaca's Code of Ordinances as "Appendix B". 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 11th day of August, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippet			
Councilwoman Padron			
Councilwoman Bland-Stewart			
Councilman Burke			

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

Exhibit A

Chapter 54 – WATERWAYS

ARTICLE I. – IN GENERAL

Sec. 54-1. – Incorporation of Tariff 1-A.

Tariff 1-A of the City of Port Lavaca which governs the rules and fees associated with the waterways located in the City of Port Lavaca and its extra-territorial jurisdiction is incorporated into the city's Code of Ordinances under this section as fully set out in **exhibit Appendix "A B"**, attached hereto and made a part of this article for all purposes.

(Ord. No. G-6-20, § 1, 9-14-2020)

CITY OF PORT LAVACA



7.15.2025

TARIFF CIRCULAR NO. 1-A

RATES, CHARGES, RULE & REGULATIONS
GOVERNING ACTIVITY AND USE OF THE

PORTS & HARBORS FACILITIES
UNDER THE JURISDICTION OF THE CITY OF PORT LAVACA

Approved by
City of Port Lavaca City Council
with advisement of the City of Port Lavaca Port Commission
202 N. Virginia St.
Port Lavaca, Texas 77979
Date: _____

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SECTION 1 – GENERAL INFORMATION, RULES & REGULATIONS

DESCRIPTION & JURISDICTION OF PORT COMMISSION

ITEM 1

Mariners are to consult appropriate authorities and information sources when determining constraints upon navigation in and around the Harbor of Refuge, Smith Harbor, Nautical Landings Marina, and City Harbor and not rely upon information contained herein for the purpose of safe navigation.

All properties now or subsequently owned by the City which are designated PORT, WHARF and DOCK or WATERS shall hereafter be placed under the supervision and control of the City Council. In order to provide a forum for the public regarding such properties, a Port Commission has been created by ordinance, to consist of not less than five (5) nor more than seven (7) members. Said Commissioners shall be qualified voters of the City, shall be over twenty-five (25) years of age, shall not be members of the Council, and shall be appointed to serve without compensation for a period of two (2) years, by a majority vote of the Council. Commissioners may be removed by a majority vote of the Council with or without cause.

The Port Commission shall provide recommendations to the City Manager regarding said port, wharf and dock properties and waters, and is expressly empowered to:

- (a) Appoint its own Chair and Secretary and adopt its own rules and order of business. It shall keep minutes of its meetings, and the minutes shall be open to public inspection. Its meetings shall be conducted in accordance with the Texas Open Meetings laws.
- (b) Provide recommendations regarding the extension and improvement of the physical properties to facilitate the efficient operation of the port and for the best interest of the inhabitants of the City.
- (c) Make recommendations to the Council for ordinances to provide for the issuance of licenses and/or permits and to adopt such rules and regulations as it deems necessary for the operation of the port, as well as for the use of port property, so long as the same are not inconsistent with the general laws and administrative rules relative thereto.
- (d) Review and provide recommendations to the Council on the budget for port operations each year at the regular budget time for the City.

DEFINITIONS**ITEM 5**

- (1) **AGENT:** The party or entity responsible for a request for services or the Owner/Operator of a tow or its equipment upon water of the CITY OF PORT LAVACA.
- (2) **BARGE:** Any non-self-propelled vessel.
- (3) **BARREL:** 42 US gallons of fresh water.
- (4) **BERTH:** The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked or otherwise secured.
- (5) **CARGO:** The measured product moved by any conveyance on or off the properties of the CITY OF PORT LAVACA PORTS & HARBORS for which charges will be assessed based on weight, volume or head count.
- (6) **CARGO OWNER:** The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
- (7) **CITY/CITY OF PORT LAVACA:** The City of Port Lavaca Ports & Harbors; 202 N. Virginia St. Port Lavaca, Texas 77979
- (8) **CONTRACTOR:** A third-party entity engaged by the Port to provide specific services on an exclusive basis to tenants or users of Port facilities or assets which require specified Port operating services as permitted under individually issued Operating or Usage Permits.
- (9) **DAY:** A period of 24 consecutive hours or fractional part thereof.
- (10) **DEMURRAGE:** See Storage
- (11) **DOCK:** Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the CITY OF PORT LAVACA.
- (12) **DOCKAGE:** The charge assessed against a vessel for berthing at a wharf, pier, bulkhead or for mooring to a vessel so berthed.
- (13) **FACILITIES:** Any wharf, dock, berth, fleet, shed, warehouse, improved-open area, rail track, pipeline, road, equipment, material handling machinery, appliance, land or any structure of any kind within the jurisdiction of the CITY OF PORT LAVACA and is either owned or leased by the CITY OF PORT LAVACA.
- (14) **FLEET:** The areas determined by CITY to be used for lay berth or services to vessels not engaged in cargo operation.
- (15) **FREIGHT HANDLER:** Shall mean any management company or entity engaged in the management of the handling of cargo on behalf of a rail carrier at the Port's rail facilities.
- (16) **HANDLING:** The specific service of physically moving cargo between points of rest and any place on the properties of the CITY.
- (17) **HARBOR MASTER:** An employee of the CITY who reports to the City Manager and supervises the operations in the ports and harbors of the CITY and administers its rules.
- (18) **HAZARDOUS MATERIALS:** Any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Texas Commission on Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.

- (19) **LOADING & UNLOADING:** The service of loading or unloading cargo between any place on the facilities and rail cars, barges, lighters or trucks or any other conveyance to or from the facilities.
- (20) **MANIFEST:** Any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
- (21) **OVERALL:** The greatest distance between two points either above or below the water.
- (22) **PERSON:** Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and the sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
- (23) **PORT:** The Ports and Harbors of the City of Port Lavaca, Texas, including all wharves, docks, berths, fleets, sheds, warehouses, improved-upon areas, rail tracks, pipelines, roads, equipment, material handling machinery, appliances, land, or any structure of any kind within the jurisdiction of the City Council and either owned or leased by the City of Port Lavaca.
- (24) **PORT COMMISSION:** A board consisting of not less than five (5) nor more than seven (7) members appointed by the City of Port Lavaca City Council with powers and duties as set out in the City of Port Lavaca Home Rule Charter.
- (25) **POINT OF REST:** The area of any facility of CITY OF PORT LAVACA which is assigned for the receipt of inbound cargo and for the delivery of outbound cargo to or from vessels, consignees, shippers or other transportation conveyance.
- (26) **STEVEDORE:** Any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
- (27) **STORAGE:** A service provided for the use of facilities for inbound or outbound cargo, from any conveyance, after the expiration of free time.
- (28) **TARIFF:** The rates, charges, rules and regulations governing activity, services and use of the facilities of the CITY as set forth in this agreement and any amendments thereto.
- (29) **TENANT:** Any party that leases property for exclusive or non-exclusive use at a marine facility.
- (30) **TON:** A unit of weight of 2,000 pounds; Short ton.
- (31) **TRANSLOAD:** The service of transfer of cargo between rail car, vessel or other transport conveyance without an intermediate point of rest.
- (32) **USAGE:** The use of CITY facilities by any rail carrier, lighter, operator, trucker, shipper, consignee, their agents, servants and/or employees when they perform their own Handling, Loading or Unloading; or the use of any facilities for any gainful purpose for which a charge is not otherwise specified.
- (33) **USER:** Any rail carrier, lighter, operator, trucker, tenant, shipper or consignee using the facilities of the CITY.
- (34) **VESSEL:** Includes within its meaning every description of watercraft whether self-propelled or non-self-propelled, used or capable of being used, as a means of transportation on water and shall include in its meaning the owner thereof.
- (35) **WHARFAGE:** The charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf

or moored in slip adjacent to wharf; it is solely the charge for use of wharf and does not include charge for any other service.

- (36) WHARF: Any wharf, pier, landing, quay or other stationary structure to which may be utilized in the transit or handling of cargo or passengers and shall include other Port facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, distribution, assembling or handling of cargo.
- (37) WHARF DEMURRAGE: The charge assessed against cargo remaining in or on facilities of the CITY after the expiration of free time unless alternative arrangements have been made for storage.

APPLICATION OF TARIFF

ITEM 10

The rates, rules and regulations published in this Tariff apply equally to all cargo, users of the waterway, tenants and facilities of the CITY. The use of CITY facilities, to include the waterways under CITY jurisdiction, constitutes an acceptance by the User of all charges, rules and regulations published. The User agrees to pay all charges and be governed by all rules contained herein.

Amendments may be issued to address needed changes or revisions to the Tariff. The Tariff is subject to change by majority vote of the City Council. The CITY reserves the right to determine the charge or interpret the Tariff should it not specifically address the issues at hand, so long as it is applied equally to similarly situated users.

LIMITATION OF LIABILITY

ITEM 15

Except for liability under Texas law, if any, for damage caused by its negligence, CITY shall not be liable for any loss or damage to any cargo handled over or through its facilities, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, channel blockages or acts of God.

The CITY is not a common carrier and does not accept care, custody or control of any cargo or other property while on its wharves, docks, buildings or other facilities managed or controlled by CITY.

The CITY has jurisdiction over all properties whatsoever within the PORT and shall make and enforce such rules and regulations as may be necessary to promote and facilitate traffic, business and to secure safety and equal convenience to all authorized users thereof.

Persons entering Facilities shall do so at their own risk.

In the case of occurrence of unusual circumstances, without any fault of CITY, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine

casualty, Government action, labor actions, or similar circumstance, CITY shall not be held liable for any impacts on users, vessels, persons, or cargo.

No provision contained in this Tariff shall limit or relieve CITY from liability for its own negligence, nor require any authorized user to indemnify or hold harmless CITY OF PORT LAVACA from liability for its own negligence. No provision contained in this Tariff shall be interpreted in any manner as a waiver of any rights or protections against suit and/or liability, including, without limitation, any sovereign immunity protection which Landlord may possess or enjoy, now or in the future, by virtue of its status and existence as a governmental entity in the State of Texas.

CITY OF PORT LAVACA HELD HARMLESS

ITEM 20

All Users agree to indemnify and save harmless CITY from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of CITY and the use of its facilities.

DAMAGE TO CITY OF PORT LAVACA PROPERTY

ITEM 25

All vessels, owners, agents, tenants and users of CITY facilities shall be responsible for all damage to property and facilities of the CITY resulting from their use. Any such damage shall be repaired and billed against the user responsible, whether or not such damage is caused by negligence or use by operation and/or conduct of third parties participating with them or on their behalf. The expense of replacement or repair will be billed against the responsible party for such damages at cost plus 20%.

In the event any damage is done to property and facilities of CITY, the person or persons responsible for said damage, or in any way involved, shall give a full report to the HARBOR MASTER giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available. The person, persons, or entity causing the damage will be held responsible for reimbursing CITY for the cost of repairing said damage, including the cost of any emergency actions required to be taken by CITY, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

For facilities utilized under exclusive or preferential agreements, damage and repair requirements may, as agreed by CITY, be conducted annually through joint survey and subsequent determination of user responsibility.

HOLIDAYS**ITEM 30**

The CITY observes the following holidays: If any holiday falls on a Saturday, the preceding Friday will be the day of observance. If any holiday falls on a Sunday, the following Monday will be the day of observance.

New Year Day....	January 1
President's Day ...	3 rd Monday in February
Good Friday....	The Friday preceding Easter
Memorial Day....	May 30
Independence Day...	July 4
Labor Day....	1st Monday in September
Veterans Day ...	November 11
Thanksgiving Day....	4th Thursday in November
Thanksgiving Friday	4th Friday in November
Christmas Eve....	December 24
Christmas Day....	December 25

SIGNS**ITEM 35**

Erection or painting of signs on CITY property or structures is prohibited. Signs may be erected only upon written consent of the PORT COMMISSION subsequent submittal of design, dimension, proposed location, materials of construction, fastenings and method of erection. CITY reserves the right to make modifications to the foregoing submittal and to remove any erected sign for lack of maintenance subsequent a written notice and 30-day cure period. Should CITY removal be required, removal will be at cost plus 20%.

DEMURRAGE OR DETENTION**ITEM 40**

Except when caused by its own negligence, CITY will not be responsible for any demurrage or detention on railcars, vessels or trucks.

HARBOR MODIFICATIONS**ITEM 45**

CITY maintains sole jurisdiction over the waterway, lying within the City Limits of the City of Port Lavaca, Texas, and any modifications or structures within it. No piles shall be driven nor shall any platform be erected without written permission from the CITY. Furthermore, no modifications or alterations to the bank or waterway are permitted without obtaining written authorization; this includes any of the following: filling in, construction, repair, dredging, removal or demolition of any kind made to the waterfront or channel.

INSURANCE**ITEM 50**

The charges provided herein do not include any expense for insurance covering owner's interest in the property, nor will insurance be affected by CITY under its policies.

ACCESS TO RECORDS**ITEM 55**

Vessels, their owners, agents and masters, and all other users of the facilities shall be required to grant access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to facilitate the correct estimate of charges.

PAYMENT OF INVOICES AND CHARGES**ITEM 60**

All wharfage and dock usage charges incurred by a shipper in the loading and unloading of commodities at the PORT are due and payable to CITY within fifteen (15) days after the end of the calendar month in which such wharfage or dock usage charges were incurred. All bills for charges other than for wharfage or for the use of CITY's facilities are due upon presentation. Failure to pay any charges incurred by a shipper when due shall place the name of the vessel, its owners and agents, and the shipper upon a delinquent list at which time the use of the PORT will be denied. Any charges remaining unpaid 30 days past the date on which they are due shall be subject to an interest charge of 10% per month. Prompt written response is required for any charges in dispute or else interest charges will apply. Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

Presentation of bills to owners and agents of vessels or to stevedores is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges furnished the vessel for which maritime law provides a lien.

CITY reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, or against cargo loaded or discharged by such vessels or from other users of the facilities of CITY whose credit has not been properly established or does not remain in good standing with CITY. Use of facilities may be denied until such advance payment or deposits are made.

CITY reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities.

Vessels, their owners and agents, by the loading of cargo from wharves or the discharging of cargo thereon, agree to pay all penalty charges then accrued or which may accrue on such cargo, as well as any charges which may accrue from the removal of such cargo to another part of the wharves for storage elsewhere. These charges shall be assessed against the vessels, their owners and agents responsible for the cargo and making use of a berth as permitted by CITY.

Vessels, their owners and agents shall make collection of penalty charges before releasing merchandise. The amount of accrued penalty charges may be obtained from CITY.

CITY reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due.

FIRE PROTECTION

ITEM 65

Smoking and the use of open lights or fires in or around facilities of the CITY or on any vessel or rail car within the jurisdiction of the CITY is strictly prohibited.

Handling of explosives is strictly prohibited without the prior written consent of CITY.

The rules and regulations of the 2021 International Fire Code (IFC), including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities under the jurisdiction of the City of Port Lavaca Fire Department (AHJ – Authority having Jurisdiction), and all users shall comply with applicable requirements of the IFC. The National Fire Protection Association (NFPA) 307 “Standard for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves,” NFPA 303 “This standard provides requirements to protect lives and property from electrical hazards at marinas and related facilities, including boatyards, yacht clubs, boat condominiums, and docking facilities.” And NFPA 30 “Flammable and Combustible Liquids Code” including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities within the jurisdiction of the AHJ and all users shall comply with the requirements for these standards. The AHJ is authorized to interpret and enforce applicable provisions of the IFC, the NFPA, and the AHJ’s fire regulations.

The storage, keeping or use of any reportable quantities of acid, gasoline, distillates or other liquid petroleum products, except lubrication oil, on properties of the CITY is strictly prohibited, unless written authorization has been given by the CITY, including tenant complying with any requirements of the CITY regarding the material, its use or security.

No person may obstruct or interfere with free and easy access in case of fire to any properties or facilities within the jurisdiction of CITY. No person shall remove or in any manner disturb any fire extinguisher, fire hose, hydrant or any other fire-fighting appliance installed or placed in or upon the PORT facilities.

IMPLIED CONTRACT

ITEM 80

Entry upon the PORT by a person or vessel - whether by land, water, or otherwise, shall constitute an agreement by such person or vessel to comply with this tariff, any supplemental rules and regulations, and all applicable local, state, and federal regulations.

SECTION 2 – REGULATIONS GOVERNING USE OF WATERWAY

BERTH & FLEET ASSIGNMENTS

ITEM 200

Wharf and dock assignments may be governed by tenant agreements granting preferential use or non-exclusive use. Any preferential use shall be monitored and controlled by the tenant. Preferential use will not exclude the CITY to make berth assignments when it deems the facility is underutilized and such assignment will not negatively impact the tenant's operation.

All non-exclusive use wharves and docks are multi-user facilities. Certain interests may have a preferential berth at a facility that allows them to conduct operations upon arrival. Any wharf or dock not so contractually designated is usually assigned by the HARBOR MASTER on a first come first served basis subject to the terms, conditions and charges contained herein. Should any conflict or interpretation be required, the HARBOR MASTER will determine the order of assignment.

To expedite the handling of vessels and to avoid congestion, the HARBOR MASTER may order vessels already in berth to work continuously at their expense. A vessel refusing to work may be ordered to vacate the berth. Once ordered to vacate and notice being given to the master or person in charge, should they fail to comply with the instruction, the owner of the vessel shall be liable for all damage which may arise.

Additionally, the HARBOR MASTER may, at their discretion, order a vessel to move, to such a place as directed, when:

1. It is necessary for the proper operation of the facility;
2. There is an emergency;
3. Terminal congestion may be ameliorated by such a move;
4. A vessel is offensive or hazardous;
5. A vessel contains hazardous cargo or cargo that is labile to damage other vessels, cargo, or Port facilities; and/or
6. The vessel's berthing is in conflict with another vessel who had previous arrangements.

HARBOR & SAFETY REQUIREMENTS

ITEM 205

The CITY monitors the safety performance of vessel operation upon the waterways within its jurisdiction. All users are responsible for compliance of their vessels to rules which are established to protect people, assets and the environment of the CITY, tenants, property owners and other vessels.

- (1) **SPEED:** As stipulated by the US Coast Guard in CFR Title 33, Part 162.75 "Speeding in narrow sections is prohibited. Official signs indicating limited speeds shall be obeyed. Vessels shall reduce speed sufficiently to prevent damage when passing other vessels or structures in or along the waterway."

The maximum speed for all vessels shall be in accordance with CFR Title 33, Parts 83.06 and 164.11. Notwithstanding, vessels shall operate at slow bell or slower entering, while present in, and upon exiting the turning basin, and shall not exceed three miles per hour while passing any wharf, dock, bridge abutment or moored vessel.

- (2) **AUTOMATIC IDENTIFICATION SYSTEM (AIS):** Vessels equipped with AIS, as required by CFR Title 33, Part 164.46, must have the system active while in the jurisdiction of the CITY, unless the CITY is notified otherwise in advance.
- (3) **MOORINGS:** All vessels, when not underway, shall at all times be properly made fast using good and sufficient moorings considering the practice of good seamanship, cargo operation and weather considerations present and contemplated.
- (4) **FIRE ALARM:** In the event of a fire on board any vessel not underway, such vessel may sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at a dock to which it is moored. Such signal may be repeated to attract attention. The signal is not a substitute for, but may be used in addition to, other means of reporting the fire.
- (5) **ACCIDENT & COLLISION REPORTING:** Any fire, accident, pollution or other casualty of any kind whatsoever, occurring within the jurisdiction of the CITY must be reported to the HARBOR MASTER. Reporting requirements include incidents of groundings or striking of stationary objects. Reports are to be made in writing by electronic, facsimile transmission or other written form at the earliest opportunity and not more than twenty-four hours after the incident.
- (6) **POLLUTION, OIL & REFUSE:** All vessel owners, agent and operators shall comply with all federal, state or local regulations pertaining to placing or discharging into CITY waters any sewage, garbage, fuels, contaminants or refuse of any kind covered by such laws. Vessels discharging oil from bilge or tanks into CITY waters will be reported to the US Coast Guard and other appropriate authority for prosecution under appropriate federal and state laws or regulations.

Throwing of any rubbish or contaminant into CITY waters is strictly prohibited. Rubbish, garbage, dunnage or other general waste material shall be disposed of only in containers designated for this use and supplied by the vessel owner, agent or operator. Placing of any hazardous material or pollutant into such containers is prohibited. Vessels shall retain aboard any rubbish which cannot be properly placed in designated containers.

- (7) **RULES OF THE ROAD:** All vessels shall comply with the applicable "Rules of the Road" and nothing herein is intended to supersede the regulations pertaining to safe navigation.
- (8) **BUNKERING OF VESSELS:** Bunkering of vessels by tank truck will be permitted at any open dry cargo dock which has been designated to permit such activity. No bunkering shall take place while cargo operations are being performed simultaneously at the same berth. All preventive actions, including a contingent spill plan, for a safe and efficient fueling operation must be established between the delivery carrier and vessel before any transfer commences.

- (9) **VESSEL REPAIRS:** No vessel repairs will be made to vessels involving, welding, burning or other fire risk activity without the issuing of an appropriate hot work permit issued by A CERTIFIED MARINE CHEMIST and advisement to the HARBOR MASTER. Vessel repairs will be permitted at CITY open berths under the condition that the vessel will not be operable during any cargo operation and can be underway upon one-hour notice at all other times. The use of any dockside equipment, machinery or idle periods impacting the one-hour notice period requires notification and authorization from the HARBOR MASTER.
- (10) **REMOVAL OF SUNKEN VESSELS:** It shall be the responsibility of the vessel owner to salvage and/or adequately remove any vessel which may sink in the CITY's jurisdiction. Should a vessel sink while moored or working at facilities owned by CITY but under an exclusive use agreement to a second party, the second party shall be responsible for its salvage and/or adequate removal in the event the owner fails to act. Vessel owner shall salvage and/or remove said vessel within 48 hours after CITY requests same. If, in the discretion of the CITY, the vessel constitutes a hazard to navigation or impedes operation of PORT, arrangements may be permitted for its immediate removal by the CITY at vessel owner's risk and expense. Should the sinking impede operations or the responsible party fail to act, additional penalties of up to \$1,000 per Day may be assessed.
- (11) **LICENSING AND VESSEL REQUIREMENTS - SHIFT VESSELS OPERATING IN BASIN:** All vessels in operation in all waterways within the CITY's jurisdiction must meet all local, state, and federal requirements. All towboats operating in all waterways within the CITY's jurisdiction must be operated at all times by a U.S. Coast Guard licensed Captain with a valid MASTER OR MATE OF TOWING VESSELS license; must meet American Waterways Operators Responsible Carriers Program requirements in all respects; must meet U.S. Coast Guard Subchapter M Inspection Requirements, as applied to inland towing vessels; and must meet the following additional standards -
- Minimum 600 horsepower,
 - Twin screws,
 - AIS equipped,
 - Radar equipped, and
 - Adequate eye level to see over empty barges.
- (12) **TONNAGE REPORTING REQUIREMENTS:** All Users in the PORT must comply with all reporting requirements of local, state, and federal agencies in addition to those laid out in this tariff. Such reporting must be submitted in accordance with the requirements of the relevant agencies. In addition, tonnage movements must be reported to CITY concurrently with any cognizant local, state, and/or federal agencies. Tonnage movements must be reported to CITY in the manner laid out in "Exhibit D — Tonnage Reporting" attached to this Tariff.
- (13) **PENALTIES FOR INFRACTIONS:** Any User in violation of any provision of this Section will be subject to a penalty of \$250 per infraction in addition to any other fees, penalties, or other consequences to which the User may be subject.

FLEETING/MOORING**ITEM 215**

The CITY seeks to promote orderly and safe navigation of all waterways within its jurisdiction. For the safety of all users, the CITY may provide fleeting/mooring areas for the orderly safe mooring of vessels awaiting cargo operation or idled in the waterway, subject to the coordination with and approval of the Harbor Master. Designated fleeting/mooring spaces do not in all cases include public access to the adjacent land. The Harbor Master must be notified in advance of any vessels intending to fleet/moor within the jurisdiction of the CITY. Any unauthorized fleeting or mooring shall result in a fine of not less than \$500 per day. The CITY does not operate as a fleet service and all risk of use rests with the owner/operator. No barges containing hazardous materials are to be fledted and left unattended. Fleeting is available to vessels at a rate of

- \$175.00 per day for Regulation Barges
- \$250.00 per day for Over-sized Barges (exceeding 35 ft x 200 ft.)
- \$250.00 per day for all other fledted vessels, equipment or materials

DOCKAGE**ITEM 220**

Dockage for all self-propelled and non-self-propelled vessels shall be based on Length Overall (LOA) in feet per Day as follows:

74 ft. or less, per day	\$75.00
75 ft to 100 ft, per day	\$125.00
101 ft. to 200 ft. per day	\$200.00
201 ft or greater	\$250.00

BUNKER FEE, TANK TRUCK TO VESSEL**ITEM 230**

Bunkers may be delivered by tank truck with prior notification to the HARBOR MASTER. A charge of **\$50.00 per truck** is assessed against the vessel for transfer of fuel at CITY PORT facilities. All such operations must comply fully with the regulations of the United States Coast Guard (USGS) and all other applicable local, state and federal rules and regulations.

MANIFESTS REQUIRED OF VESSELS**ITEM 235**

Vessel Operators, shippers, operators, or their agents, utilizing facilities within the jurisdiction of the CITY, are required to furnish the HARBOR MASTER with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the PORT. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted at the discretion of the HARBOR MASTER.

Manifests shall be submitted to the HARBOR MASTER within seven (7) days of the arrival or within seven (7) days of the departure of any vessel.

Failure to submit the manifest within the time specified shall constitute cause for suspension of vessel privileges until such failure is remedied.

SECTION 3 – REGULATIONS GOVERNING FACILITIES & CARGO

HANDLING HAZARDOUS MATERIALS

ITEM 310

Materials classified as hazardous by the USCG or OT will be accepted by the CITY for handling in waterborne commerce only if such materials and the way they are handled conforms with all rules and regulations promulgated by those agencies. Conformance is required to such further OSHA, federal, state and local regulations, as well as all provisions of this tariff, any prevailing Port rules and regulations, and any permit(s) issued to the User handling the hazardous materials.

Notice shall be given to the HARBOR MASTER of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of facilities or equipment at the Port. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

The CITY may refuse the use of its facilities for the handling of hazardous and dangerous materials if, in the CITY's opinion, handling the hazardous materials constitutes an undue risk to the Port, Users, Tenants, and/or the citizens within the City of Port Lavaca.

TRANSSHIPMENT OF CARGO

ITEM 340

Cargo, which is discharged from a vessel and intended for transshipment will be assessed wharfage on the outward movement if reloaded within seven (7) days of initial placement. If cargo remains beyond the seventh day, the inward and outward wharfage will be assessed, as well as any other applicable charges set forth in this Tariff.

SECTION 4 – WHARFAGE CHARGES

WHARFAGE CHARGES BY COMMODITY

ITEM 400

All wharfage charges are in U.S. Dollars (USD) per Ton (2,000 pounds) unless otherwise noted.

- Crude petroleum, condensate, and other Liquid hydrocarbons, PER BARREL \$0.125
- Bulk product liquid or dry, PER TON \$0.79
- Oysters, PER BARREL \$0.00

SECTION 5 – FEES

GENERAL

ITEM 500

Potable Water: Refer to Appendix A -Chapter 50 Utilities of the City of Port Lavaca Code of Ordinances.

Parking: Parking in Public Parking areas by Commercial Tenants of the PORT or by those Persons FLEETING/MOORING or DOCKING in CITY Ports and Harbors shall pay \$5.00 per vehicle per day.

HARBOR OF REFUGE

ITEM 510

Dedicated Dockage space provided with a ground lease	\$4.00/LF
Rail Spur Maintenance Fee	\$1,000/MO

NAUTICAL LANDINGS MARINA

ITEM 520

Dockage/Stall Rentals	\$6.30/LF/MO
110v 30-amp Connection	\$52.50/MO
220v 50-amp Connection	\$105.00/MO
Transient Rate <35 ft LOA	\$15.75/DAY
Transient Rate >35 ft	\$21.00/DAY
Water and Trash is included in all Dockage/stall rentals	

SMITH HARBOR AND CITY HARBOR

ITEM 530

Commercial Vessel Dockage Monthly rate for leases of one year or greater:	
First 25 ft. of LOA	\$175.00/MO
Each additional foot of LOA > 25 ft.	\$ 5.00/MO

Commercial Vessel Dockage Monthly rate for leases up to six months:	
First 25 ft. of LOA	\$ 250.00/MO
Each additional foot of LOA > 25 ft	\$ 6.00/MO

Commercial Vessel Dockage Monthly rate for leases > 6 months <12 months	
First 25 ft of LOA	\$ 200.00/MO
Each additional foot of LOA >25	\$ 5.00/MO

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-11-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Chapter 12 Buildings and Building Regulations, Article VI Requirements for Owners of Residential Properties used as Short-Term Rentals; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date.
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: August 11, 2025 **AGENDA ITEM** _____

DATE: 08.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider Adoption of Chapter 12, Article VI – Requirements for Owners of Residential Properties used as Short-Term Rentals

It has been brought to staff's attention that there are numerous Short-Term Rentals (STRs) operating within the City of Port Lavaca that have not been paying the required taxes to the city and possibly the state. Therefore, staff will be recommending for council to approve Avenu Insights & Analytics to begin auditing STRs beginning on October 1, 2025.

Furthermore, the City of Port Lavaca's current Code of Ordinances does not address any specific requirements that need to be addressed for the operation of STRs. Some of these requirements include:

1. Life and Safety Requirements
 - a. Smoke/Carbon Monoxide Detectors
 - b. Fire Extinguishers
 - c. Emergency Egress Plans
 - d. Emergency contact information for guests
2. The name, address, email and telephone number of the Owner and Operator of the subject short-term rental unit;
3. The name, address, email and telephone number of a designated **Local Contact Person**;
4. The Local Contact Person is the Operator or person designated by the Operator who shall be available for the purpose of:
 - a. Responding to complaints presented by the Port Lavaca Police Department regarding the condition, operation, or conduct of occupants of the short-term rental unit; and
 - b. Responding in person or by phone within twenty-four (24) hours to all other complaints; and
 - c. Taking remedial action to resolve any such complaints;
5. Occupancy Limits
6. Off-street parking requirements
 - a. No required parking shall be permitted within right-of-ways or easements.
 - b. Yards and/or landscaping shall not be used to provide necessary parking.

Staff is also recommending an initial non-refundable registration fee of \$150.00. All of the required information, fees and inspections will be completed prior to operation. Subsequent

renewal of a STR accompanied by an initial non-refundable registration renewal fee of \$100.00 will be on an annual calendar year basis beginning January 1st of each year.

Staff is recommending approval of the attached STR ordinance.

Attachment(s):

- Proposed Chapter 12, Article VI - Requirements for Owners of Residential Properties used as Short-Term Rentals

ORDINANCE #G-11-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES CHAPTER 12 BUILDINGS AND BUILDING REGULATIONS, ARTICLE VI, SEC. 12-350 THRU SEC. 12-357; REQUIREMENTS FOR OWNERS OF RESIDENTIAL PROPERTIES USED AS SHORT-TERM RENTALS; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

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

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Effective Date

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

FIRST READING this 11th day of August, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilwoman Bland-Stewart			
Councilman Burke			

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

EXHIBIT A

Chapter 12 – BUILDINGS AND BUILDING REGULATIONS

**ARTICLE VI. - REQUIREMENTS FOR OWNERS OF RESIDENTIAL PROPERTIES
USED AS SHORT-TERM RENTALS**

Sec. 12-350. - Purpose

This Article is adopted to promote the public health, safety, and general welfare within the City by providing neighborhood sustainability and preserving property values. Having current and reliable information about the owners of Short-Term Rentals will allow the City to provide those owners with timely information on the condition of their properties and emergency contact information, to ensure collection of hotel occupancy taxes, to protect the health and safety of guests of Short-Term Rentals and to aid in enforcement of applicable ordinances and laws. By requiring the registration of Short- Term Rental properties, the City Council seeks to protect property values and to prevent property damage within the City limits.

Sec. 12-351.- Definitions.

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

City. The City of Port Lavaca, Texas.

Director or Designee. The department(s) or division(s) of the City designated by the City Manager to administer and/or enforce the provisions of this Ordinance and any person or persons designated by such a department or division to represent the department or division for said purpose.

Guest. A person contracting with a Short-Term Rental for use of a residential dwelling or premises as a Short-Term Rental and the person's invitees at the Short-Term Rental.

Hotel Occupancy Tax. Hotel occupancy tax as provided for in Chapter 44, Article III of the City Code of Ordinances and Chapter 351 of the Texas Tax Code, as they exist or may be amended and any successor ordinances or laws.

Local Contact Person. The Owner, Operator, or person designated by the Owner or the Operator, who shall be available for the purpose of responding to concerns or requests for assistance related to the Owner's Short-Term Rental.

Occupant(s) shall mean the person or persons who have rented the short-term rental for a specified period and the overnight occupants.

Operator. The Owner or the Owner's authorized representative who is responsible for compliance with this Article while advertising and/or operating a Short-Term Rental.

Owner. The person or entity that holds legal or equitable title to the Short-Term Rental property.

Short-Term Rental (STR). A privately owned dwelling, including but not limited to, a single-family dwelling, condominium, duplex, townhouse, mobile home, recreational vehicle (RV), or any portion of such dwellings, rented by the public for consideration, and used for dwelling, lodging or sleeping purposes for any period less than thirty (30) consecutive days. The term applies regardless of whether the dwelling was originally constructed or zoned as a residential dwelling. The term *Short-Term Rental* does not include:

- (1) Multi-family dwelling(s), apartment complex, hotel, motel, dormitory, public or private club, recreational vehicle park, hospital and medical clinic, nursing home or convalescent home, foster home, transitional housing facility, any housing operated or used exclusively for religious, charitable or educational purposes, and any housing owned by a governmental agency and used to house its employees or for governmental purposes.
- (2) Rental of a property pending closing of a real estate purchase contract.

Short-Term Rental Permit. A permit issued by the City authorizing the use of a privately owned dwelling as a Short-Term Rental.

Short-Term Rental Listing Service. A person that participates in the Short-Term Rental business by facilitating booking services through which an owner may offer Short-Term Rentals to potential guests. Short-Term Rental Listing Services usually, though not necessarily, provide booking services through an online platform that allows an owner to advertise the premises through a website provided by the Short-Term Rental Listing Service and the Short-Term Rental Listing Service conducts a transaction by which potential guests arrange their use and their payment, whether the potential guest pays rent directly to the owner or to the Short-Term Rental Listing Service

Short-Term Rental Unit. One or more habitable rooms forming a single habitable division within a Short-Term Rental, or an entire undivided Short-Term Rental, which is advertised to be occupied, is occupied or is intended to be occupied by a single party of Guests under a single reservation and/or single rental payment.

Sec. 12-352. – Applicability

- (a) The property owner shall designate themselves or an agent to comply with the requirements of this Article on behalf of the owner. The owner or designated agent is sometimes referred to as "operator" herein.
- (b) The owner shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwelling unit as a short-term rental unit, regardless of whether such noncompliance was committed by the owner, operator, authorized agent or representative or the occupants or guests of the occupants.
- (c) This article is not intended to provide any owner/operator of residential property with the right or privilege to violate any city ordinance, private conditions, covenants or restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this section or to repeal, arrogate, or impair any existing easements, covenants, or deed restrictions.

- (1) Exception: Existing Short-Term Rentals that have been in operation for at least one (1) year at the time of adoption of this ordinance, but have had no complaints filed against the property in relation to the Short-Term Rental and have filed / paid their Hotel Occupancy Tax (HOT) in a timely manner and can show proof of such, will be considered legal non-conforming and is subject to the regulations set forth in this chapter. Change in ownership will negate the legal non-conforming status.
- (d) Abrogation and greater restrictions. Where this article and another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (e) An advertisement promoting the availability of Short-Term Rental property in violation of any provision of this ordinance is prima facie evidence of a violation.
- (f) The provisions of this article pertaining to Short-Term Rentals shall be reviewed by the city council within one year of the adoption. Those provisions are subject to amendment or repeal upon such review or at any other time. The adoption of the Short-Term Rental provisions of this article shall not be construed to create any enforceable right to the continuation of short-term rentals or any right to compensation for loss, damages, costs, or expenses alleged to have been incurred in reliance upon its adoption or suffered as a result of its repeal.

Sec. 12-353.- Registration and Permit

- (a) Registration Required: Prior to using a dwelling unit as a Short-Term Rental or advertising in any manner the availability of the dwelling unit for Short-Term Rental use, the operator must submit the following information on a form and in the manner prescribed by the Director:
 - (1) The name, address, email and telephone number of the Owner and Operator of the subject short-term rental unit;
 - (2) The name, address, email and telephone number of a designated Local Contact Person;
 - (3) The Local Contact Person is the Operator or person designated by the Operator who shall be available for the purpose of:
 - i. Responding to complaints presented by the Port Lavaca Police Department regarding the condition, operation, or conduct of occupants of the short-term rental unit; and
 - ii. Responding in person or by phone within twenty-four (24) hours to all other complaints; and
 - iii. Taking remedial action to resolve any such complaints;
 - (4) The name, mailing, and physical address of the proposed Short-Term Rental unit;
 - (5) The number of sleeping rooms and applicable occupancy limit of the proposed Short Term Rental unit. For purposes of this section, a sleeping room is a room designated and used primarily for sleeping and resting on a bed, air mattress, cot, or couch. This shall not be interpreted to include living rooms, family rooms and other similar rooms in which furniture such as fold- down beds or convertible couches are provided on a permanent basis for regular accommodation of residents, temporary or otherwise;
 - i. Maximum occupancy is three (3) times the number of sleeping rooms per dwelling unit as per Texas State Property Code, Title 8, Sec 92.010. Children shall not be counted in the occupancy calculation. For purposes of this section an adult is an individual eighteen (18) years of age or older at time of rental.

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

Section VIII. Item #18.

- ii. The maximum occupancy of a Short-Term Rental shall be determined at the time a Short-Term Rental permit is issued or renewed. That capacity shall not be increased by subsequent construction of any addition to the structure covered by the permit or by construction of any other structure located on the property without an inspection and approval by the Building Official and submission of an amended registration form;
- (6) If the applicant does not own the property where the rental unit is located, the applicant must provide written documentation, signed by the property owner before a notary public, authorizing the registrant to operate a short-term rental on the premises;
- (7) A diagram showing the proposed layout of the property use and any on-site parking available for the Short-Term Rental;
- (8) Payment of all fees, established by this article or the City Council and, for registration renewals, proof of collection and payment of Hotel Occupancy Tax due during the preceding registration periods; and
- (9) Incomplete applications will not be processed and, as a result, any premises associated with an incomplete application will not be registered in compliance with or as required by this division; and any additional information the Director determines necessary for the administration of this section.
- (b) Prior to issuance of a Short-Term Rental permit, the Operator shall allow an on-site inspection of the Short-Term Rental unit by the Building Official or his/her designee to ensure compliance with the following:
 - (1) The requirements set forth in Section 12-354(a)(1) through (9) of this Article; and
 - (2) The requirements set forth in Sections 12-354(b)(1) through (8) of this Article; and
 - (3) A live inspection must occur every 2 years.
- (c) Any existing Short- Term Rental shall have ninety (90) days from adoption of the ordinance to obtain a permit.
- (d) Transferability. A Short-Term Rental permit is not transferable to a new property owner. A new owner must apply for a Short-Term Rental permit within sixty (60) days from the closing date of the purchase or any other conveyance of ownership. Failure of a new property owner to apply for permit within sixty (60) days from the closing date may result in the revocation or non- renewal of an existing Short Term Rental permit or the denial of a new Short Term Rental registration.
- (e) Any property owner delinquent and/or owing city fees to include but not limited to property taxes, sanitation, or utility service fees. and property maintenance fees will be prohibited from registering a Short-Term Rental until such time as payment or acceptable resolution is approved by the City Manager or his/her designee.
- (f) Registration fee; renewal fee.
 - (1) The Short-Term Rental registration form shall be accompanied by an initial non-refundable per unit registration fee of \$150.00.
 - (2) The initial registration of the Short-Term Rental is valid for twelve (12) months from the date the completed registration is filed with the city and payment of the registration fee has been made unless ownership of the Short-Term Rental changes at which time a new registration will be required and new permit issued. Subsequent renewal of a Short-Term Rental accompanied by an initial non-refundable per unit registration renewal fee of \$100.00 will be on an annual calendar year basis beginning January first of each year.

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PART II – CODE OF ORDINANCES

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- (g) Each Short-Term Rental, once properly registered, shall be issued a permit with a unique registration number. The registration number must be included in any and all advertisement for the Short-Term Rental, including internet booking sites.

Sec.12-354. - Short Term Rental operational requirements.

- (a) The Operator shall post the following information in a prominent location within the Short- Term Rental Unit, using a form promulgated by the City:
- (1) The unique Short Term Rental Permit number assigned to the Short-Term Rental Unit;
 - (2) Operator name and number;
 - (3) Local Contact Person name and number;
 - (4) The location of any on-site and off-site parking spaces available for Guests;
 - (5) The occupancy limit;
 - (6) Instructions to Guests concerning disposal of garbage and handling of garbage containers;
 - (7) Depiction of floor plan identifying evacuation routes, including the dwelling's exits, primary evacuation routes and secondary evacuation routes near the front door of the dwelling if applicable;
 - (8) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non- emergency telephone numbers for police, fire and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates;
 - (9) Notification that the Guests are responsible for compliance with all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental, and that Guests may be fined by the City for violations of this Article; and
- (b) The Operator shall operate a Short-Term Rental in compliance with the following:
- (1) City of Port Lavaca Sign Ordinance, as applicable, set forth in Chapter 36 of the Code of Ordinances.
 - (2) Maximum occupancy limits prescribed by the Building Official, pursuant to the International Fire Code as adopted in Chapter 12 Article II of the Code of Ordinances being 2021 IFC, Chap 10 Means of Egress, Texas State Property Code, Title 8, Sec 92.010.
 - (3) Parking shall comply with Chapter 48 Division 3 – Off Street Parking and Loading of the City's Code of Ordinances. No required parking shall be permitted within public right-of-way or access easements as defined by City Code or state regulations regarding parking. Yards and/or landscaping shall not be used to provide the necessary parking.
 - (4) Each Short-Term Rental owner shall provide in the Short-Term Rental working smoke/carbon monoxide detectors in accordance with adopted codes, and at least one working type A fire extinguisher. The premises shall otherwise comply with the applicable Code of Ordinance requirements, including but not limited to all building and fire codes.
 - (5) City of Port Lavaca Hotel Occupancy Tax Ordinance, set forth in Chapter 44 Article III of the Code of Ordinances.

- (6) City of Port Lavaca Noise Ordinance, set forth in Chapter 20 Article VI of the Code of Ordinances.
- (7) City of Port Lavaca Solid Waste Ordinance set forth in Chapter 38 Article II of the Code of Ordinances. Accumulation on Property per Chapter 20 Article III.
- (8) During any period when a Short-Term Rental is occupied or intended to be occupied by Guests, the Local Contact Person shall be available for the purpose of responding to concerns or requests for assistance related to the condition, operation, or conduct of Guests of the Short-Term Rental.
- (c) Other standards. It is unlawful:
 - (1) To advertise on a Short-Term Rental Listing Service or offer a Short-Term Rental without first obtaining a Short-Term Rental Permit in accordance with this Article;
 - (2) To operate a Short-Term Rental in a manner that does not comply with all applicable City and state laws and codes;
 - (3) To operate a Short-Term Rental without paying the required hotel occupancy taxes;
 - (4) To operate a Short-Term Rental with an active alarm system that has not been registered with the Port Lavaca Police Department;
 - (5) To operate a Short-Term Rental with an active alarm system that is registered with the Port Lavaca Police Department but is not listed on the permit as a Short-Term Rental;

Sec. 12-355. - Notification of complaints.

Complaints related to the operation of a Short-Term Rental, including but not limited to complaints concerning noise, garbage, parking, and disorderly conduct by Guests, shall be reported to the City Code Enforcement office during daytime hours and The Port Lavaca Police Department after hours.

Sec. 12-356. - Compliance with other laws.

The Owner, Operator, Local Contact Person, and Guests shall comply with all applicable laws, rules and regulations pertaining to the operation, use, and occupancy of a Short-Term Rental. The Owner shall not be relieved from any civil or criminal liability for a violation of this Article, regardless of whether such violation is committed by the Owner, Operator, Local Contact Person, or Guest of the Owner's Short-Term Rental.

Nothing in this Article shall be construed to relieve any person or Owner of any other applicable requirements of federal, state, or local law, rules, or regulations. Nothing in this Article shall be construed to provide any property owner with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the Owner's property that may prohibit the use of such Owner's property as a Short-Term Rental as defined in this Article.

Sec. 12-357. - Compliance and Penalty provision.

- (a) It shall be unlawful for any person or entity to violate any provision of this Article. Proof that a violation of this Article occurred at a Short-Term Rental shall create a rebuttable presumption that the Owner of said Short-Term Rental committed the violation.
- (b) Any violation of this Article is a Class C misdemeanor offense, and upon conviction, shall be punished by a fine as set forth in Section 1-8 of the Code of Ordinances.
- (c) Prosecution under this Article shall not require the pleading or proving of any culpable mental state.

- (d) Penalties provided for in this Article are in addition to any other criminal or civil remedies that the City may pursue under federal, state, or local law.

Sec. 12-358. - Permit suspension or revocation; appeal.

Upon conviction of a violation of this Article, the Director may suspend or revoke any Short-Term Rental Permit issued for the same Short-Term Rental where the violation occurred. The Director shall notify an Owner of a suspension or revocation under this Section in writing, delivered by Certified Mail, Return Receipt Requested, and mailed to the address of the Owner as set forth on the most recent Short Term Rental Permit application submitted to the City. An Owner may appeal a notice of suspension or revocation under this Section by filing a written appeal with the Director within thirty (30) days following the date said notice was deposited in the U.S. Mail. Following a timely filing of an appeal hereunder, the Owner may present evidence to the Director related to the suspension or revocation under this Section. Following the Director's final decision on appeal, the Owner may appeal an adverse decision of the Director by filing a written appeal with the Director within thirty (30) days following the date of the Director's final decision.

COMMUNICATION

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

INFORMATION:

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

COMMUNICATION

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

INFORMATION:

