



CITY COUNCIL REGULAR MEETING

Monday, September 09, 2024 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, September 9, 2024 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the 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/87646920895?pwd=YFdncXQpA4V4PmoY8SnxFtYzOrxxeN.1>

Meeting ID: 876 4692 0895

Passcode: 634496

One Tap Mobile

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

Dial by your location

+1346 248 7799 US (Houston)

I. ROLL CALL

II. CALL TO ORDER

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PRESENTATION(S)

VI. COMMENTS FROM THE PUBLIC

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

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

- [A.](#) Minutes of August 05, 2024 Workshop Session
- [B.](#) Minutes of August 12, 2024 Regular Meeting
- [C.](#) Minutes of August 19, 2024 Special Meeting and Workshop Session
- [D.](#) Review of Credit Card Statement
- [E.](#) Receive Monthly Financial Highlight Report
- [F.](#) Review Quarterly Investment Report (04/01/2024 thru 06/30/2024)
- [G.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [H.](#) Ratify the 5-year lease of Tracts 9 and 9A to Prestige
- [I.](#) Ratify the 2-month up to 6-month lease of the boat slips CH-2 and CH-3 and 0.4 acre +/- of PID No. 19213 (old freezer lant site) to Mike Hooks, LLC

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

- [1.](#) Review proposed FYE 2025 Undine Budget and proposed plan to address TTHM Levels with representatives of Undine. Presenter is Jody Weaver
- [2.](#) Receive presentation from Enterprise on the vehicle lease program. Presenter is Anastacia Maples
- [3.](#) Consider request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 12, 2024 beginning at 10:00 a.m.; the parade route will be from Sandcrab Stadium, San Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event. Presenter is Tania French
- [4.](#) Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the "Marian Rosary" procession parade on Sunday, October 13, 2024 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

5. Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 24, 2024 beginning at 6:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow
6. Conduct Public Hearing on the 2024-2025 fiscal year Budget. Presenter is Brittney Hogan
7. Conduct Public Hearing on proposed 2024 Tax Rate. Presenter is Brittney Hogan
8. Consider new job description for Assistant to the Harbor Master. Presenter is Jody Weaver
9. Consider proposed City Compensation Plan for 2024-2025 fiscal year. Presenter is Jody Weaver
10. Consider First reading of an Ordinance (S-2-24) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2024 thru September 30, 2025. Presenter is Brittney Hogan
11. Consider First reading of an Ordinance (S-3-24) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2024. Presenter is Brittney Hogan
12. Consider First reading of an Ordinance (S-4-24) of the City of Port Lavaca regarding compensation of Mayor and Council Members; and providing an effective date. Presenter is Jody Weaver
13. Consider Second and Final reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow
14. Consider Second and Final reading of an Ordinance (G-8-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 50, Sec. 50-67 Utilities - Water User Rates – GBRA, Residential and Commercial; and providing an effective date. Presenter is Jody Weaver
15. Consider First reading of an Ordinance (G-9-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 54 Waterways Fees; and providing an effective date. Presenter is Jody Weaver
16. Consider rescheduling the regular City Council meeting scheduled for Monday, November 11, 2024 for another date since it falls on a scheduled City Holiday (Veterans Day), in accordance with Ordinance No. S-15-07, Section 4. Presenter is Mandy Grant
17. Consider recommendation of the Planning Board to consider a request for a Minor Re-Plat for Block 5, Lot 5-6 of the Lynnhaven Subdivision (109-111 Bonham St.). Parcel ID# 18848. Presenter is Derrick Smith
18. Consider recommendation of the Planning Board to consider a Variance to Ordinance Section 12-24(d)(10) for Interior Lot Boundary Line Setback Requirements. The property is described as Block 5, Lot 5-6 of the Lynnhaven Subdivision (111 Bonham St.). Presenter is Derrick Smith
19. Announcement by Mayor that City Council will retire into closed session:
 - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of

Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

- To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow

- To deliberate a negotiated contract for a prospective gift or donation to the State or the Governmental Body (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.073 of the Texas Government Code). 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, September 9, 2024**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, September 4, 2024**.

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of August 05, 2024 Workshop Session

INFORMATION:



CITY COUNCIL WORKSHOP

Monday, August 05, 2024 at 5:30 PM

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

MINUTES

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

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

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, 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:

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 5:31 p.m. and presided with the following announcement:

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Review and discuss amendments to the City of Port Lavaca HR and Workplace Policies as follows: Presenter is Jody Weaver

- Chapter 4: Leaves of Absence; Sec. 4.03; Holiday Leave
- Chapter 4: Leaves of Absence; Sec. 4.04.02; Sick Leave Incentive Program
- Chapter 5: Compensation; Sec. 5.11; TimeKeeping Policy
- Chapter 5: Compensation; Sec. 5.12; TeleWork Policy
- Chapter 6: Work Environment and Workplace Safety; Sec. 6.11; Emergency Disaster Policy

Council discussed this agenda item.

No action necessary and none taken.

2. Review and discuss amendments to the GBRA Fee Rate for FY 2024-2025. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

V. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

Seconded by Councilman District 5 Ward

Voting Yea:

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

Workshop adjourned at 7:28 p.m.

These minutes were approved on September 09, 2024.

ATTEST:

Jack Whitlow, Mayor

Lorena Perez-Diaz, Assistant City Secretary

COMMUNICATION

SUBJECT: Minutes of August 12, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, August 12, 2024 at 6:30 PM

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

MINUTES

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

On this the 12th day of August 2024, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| 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

- Councilman Ward 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 the following citizen spoke:
 - Phyllis Boone, 805 S. Colorado Street, Port Lavaca, TX; Hurricane Preparedness information.

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

- A. Minutes of July 09, 2024 Special Meeting (July 08, 2024 Regular Meeting cancelled due to Tropical Storm Beryl)**
- B. Minutes of July 29, 2024 Workshop Meeting**
- C. Review of Credit Card Statement**
- D. Receive Monthly Financial Highlight Report**
- E. Receive certification of additional sales and use tax to pay debt services**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

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

1. **Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:**
 - (a) **617 S. Ann St.**
 - (b) **506 S. Virginia**
 - (c) **306 W. Martin Luther King**
 - (d) **227 Tommy Dr.**

Mayor opened public hearing at 7:18 p.m.

Mayor closed the public hearing at 7:45 p.m.

No action necessary and none taken.

2. **Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith**

**(Author’s Note: (July 08, 2024 Regular Meeting was cancelled due to Tropical Storm Beryl). Fire Chief Reyes and City Attorney Odefey presented this agenda item in Development Services Director Smith’s absence.*

According to Development Services Director Smith’s memo:

On April 08, 2024, City Council took action to declare each of the four (4) properties listed below as substandard and allowed the property owners/heirs ninety (90) days to fix or update. The following is an update for these cases, now one hundred twenty-six (126) days after declaration.

(a) 617 S. Ann Street (Case #107)

Staff has been in touch with the landowner. The mobile home does not belong to the landowner and she stated that she did not realize she was responsible for the mobile home on her property, but was going to look into getting it removed, but there has been no change in the condition of this mobile home structure. All public notices have been issued and the owner of the mobile home has not been located. Staff is requesting Council give authorization to proceed with demolition and placing a lien on the property.

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 finds that the following property listed, 617 S. Ann Street, located in the City of Port Lavaca, Texas, was **previously declared substandard**, following Public Hearings held on April 08, 2024 and August 12, 2024.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed sixty (60) days after notification, to move or demolish; and if not, the city may proceed with demolition and place a lien on the property.

Seconded by Councilman District 5 Ward

Voting Yea:

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

(b) 506 S. Virginia Street (Case 109)

Staff is in communication with the owner. The Owner is planning to restore the structure.

He is currently in the process of procuring contractors to replace the roof, siding and windows, with plans to begin the renovations in the Fall of 2024. Staff is recommending to allow 6 months to execute a written renovation agreement and obtain a building permit for the renovation.

Motion made by Councilman District 1 Aguirre

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 finds that the following property listed, 506 S. Virginia Street, located in the City of Port Lavaca, Texas, was **previously declared substandard**, following Public Hearings held on April 08, 2024 and August 12, 2024.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed six (6) months to obtain a building permit for the renovation; and if not, the city may proceed with demolition and place a lien on the property.

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, Councilman District 5 Ward, Councilman District 6 Burke

(c) 306 Martin Luther King, Case #110

Staff is in communication with the property owner. The Owner has secured new siding and some building materials and is planning to replace some of the siding and make other improvements to the structure. The property is being mowed and there has been some work done on the building since the substandard declaration on April 08, 2024. Staff recommends Council allow 6 months to obtain a building permit and complete improvements to the building structure such that it is no longer substandard.

Motion made by Councilman District 1 Aguirre

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 finds that the following property listed, 306 Martin Luther King, located in the City of Port Lavaca, Texas, was **previously declared substandard**, following Public Hearings held on April 08, 2024 and August 12, 2024.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed six (6) months to obtain a building permit and satisfy Code Enforcement’s request, and come back to Council for consideration, if necessary.

Seconded by Councilman District 5 Ward

Voting Yea:

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

(d) 227 Tommy Drive, Case #111

There have been no improvements made to this property since the April 08, 2024 declaration, nor since April 2022, which the property was first noticed by Code Enforcement. Despite numerous efforts to locate and communicate with heirs to this property, staff has had no communication. All required notices have been made and staff is requesting Council authorization to proceed with demolition and placing a lien on the property.

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

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 227 Tommy Drive, located in the City of Port Lavaca, Texas, was **previously declared substandard**, following Public Hearings held on April 08, 2024 and August 12, 2024.

BE IT FURTHER RESOLVED, THAT the city is authorized to proceed with demolition via contractors and associated fees paid by the city will be placed as a lien on the property.

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, Councilman District 5 Ward, Councilman District 6 Burke

3. 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) 116 Cheeves Ave**
- (b) 225 Cheeves Ave**
- (c) 227 Cheeves Ave**
- (d) 505 Bonorden Street**
- (e) 515 N. Nueces Street**
- (f) 502 N. Benavides Street**

Mayor opened public hearing at 7:54 p.m.

Mayor closed the public hearing at 8:19 p.m.

No action necessary and none taken.

Mayor announced Council would go into Recess at 8:20 p.m.

Mayor announced Council was back from Recess at 8:30 p.m.

1. **Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith**

**(Author’s Note: (July 08, 2024 Regular Meeting was cancelled due to Tropical Storm Beryl). Fire Chief Reyes and City Attorney Odefey presented this agenda item in Development Services Director Smith’s absence.*

According to Development Services Director Smith’s memo:

(a) 116 Cheeves Ave

Staff is recommending Council declare this property substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 116 Cheeves Ave., located in the City of Port Lavaca, Texas, is 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 12, 2024:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

(b) 225 Cheeves Ave

(c) 227 Cheeves Ave

The property owner provided a written statement on July 03, 2024 that he would have both mobile homes removed from the property by December 31, 2024.

Motion made by Councilman District 6 Burke

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 finds that the following properties listed, 225 Cheeves and 227 Cheeves Ave., 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 12, 2024:

BE IT FURTHER RESOLVED, THAT these properties are hereby declared substandard and will allow the property owner six (6) months to remove structures and if not, then Council authorizes staff to proceed with demolition and place a lien on the properties.

Seconded by Councilman District 5 Ward

Voting Yea:

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

(d) 505 Bonorden Street

Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.

Notification is to be sent in the Spanish language.

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

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 505 Bonorden Street, located in the City of Port Lavaca, Texas, is 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 12, 2024:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

BE IT ALSO RESOLVED, THAT this notification will be sent in the **Spanish** language.

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, Councilman District 5 Ward, Councilman District 6 Burke

(e) 515 N. Nueces Street

The property Owner has been in contact with both Code Enforcement and the City Manager's office. Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 515 N. Nueces Street, located in the City of Port Lavaca, Texas, is 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 12, 2024:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then this property will again go before Council for further consideration.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

(f) 502 N. Benavides Street

The property Owner has been in contact with Code Enforcement and has stated their intention to renovate the property. Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.

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 finds that the following property listed, 502 N. Benavides Street, located in the City of Port Lavaca, Texas, is 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 12, 2024:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 5 Ward

Voting Yea:

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

5. **Receive updated report from the Victoria Economic Development Corporation (VEDC).
Presenter is Jonas Titus**

Mr. Jonas Titus presented Council with a report from the Victoria Economic Development Corporation (VEDC).

No action necessary and none taken.

6. **Consider request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 03, 2024 from 9:00 a.m. to 2:00 p.m.
Presenter is Anne Marie Odefey**

City Attorney Odefey advised Council that Our Lady of the Gulf Catholic Church (OLGULF) Altar Society was requesting closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 03, 2024 from 9:00 a.m. to 2:00 p.m.

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 request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 03, 2024 from 9:00 a.m. to 2:00 p.m.

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, Councilman District 5 Ward, Councilman District 6 Burke

7. **Consider Memo of Understanding (MOU) between the City of Port Lavaca and County of Calhoun for Combined Dispatch. Presenter is Jody Weaver**

**(Author’s Note: City Attorney Odefey presented this agenda item in Interim City Manager Weaver’s absence absence).*

According to Interim City Manager Weaver’s memo:

On July 10, 2023, the City Council adopted a resolution to negotiate in good faith and enter into an Interlocal Agreement with Calhoun County to participate in a combined Calhoun County Dispatch Center.

In the proposed Interlocal Agreement, the City commits to pay to the County the sum of the total salary for 4 (four) dispatchers per the County’s adopted salary schedule and the County commits to hiring the existing four (4) City dispatchers or give them the first right of refusal for hire.

The City is guaranteed two (2) positions on the governing board of the Dispatch Advisory Board to reflect Police and Fire.

The Combined Dispatch shall provide after-hours dispatch of non-emergency calls in the City for sewer, water, animal control and Police Administrative callouts.

The agreement expires on December 31, 2025 and provides for three (3) annual renewals, as written.

The monetary commitment for 2025 (due on January 1) will be 4 x \$75,000 = \$300,000. This is the same dollar amount that was proposed in early discussions with the County regarding a Combined Dispatch Center.

Commissioner David Hall and Judge Richard Meyer were in attendance at the Council meeting to help answer any questions.

Calhoun County Judge Richard Meyer, Commissioner David Hall and Director of Emergency Communications Patrick Schubert were in attendance to help answer any questions.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves Memo of Understanding (MOU) between the City of Port Lavaca and County of Calhoun for Combined Dispatch, a copy which is in the office of the City Secretary, in its entirety.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

8. **Consider Resolution No. R-081224-1 of the City Council of Port Lavaca, Texas, authorizing the submission of a Community Development Block Grant – Mitigation-Resilient Communities Program Project Application to the General Land Office; and authorizing the Mayor to act as the City’s Executive Officer and Authorized Representative in all matters pertaining to the City’s participation in the Community Development & Revitalization Program. Presenter is Jody Weaver**

**(Author’s Note: Public Works Director Shaffer presented this agenda item in Interim City Manager Weaver’s absence).*

Motion made by Councilman District 5 Ward

WHEREAS, the City Council of Port Lavaca desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interest of the City to apply for funding under the Community Development Block Grant Mitigation Program, Resilient Communities.

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

- Section 1. Has a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant – Mitigation-Resilient Communities; and
- Section 2. That the application be for the CDBG-MIT Resilient Communities Application program to carry out Planning Activities; and
- Section 3. That the grant amount be up to the maximum allowed by the CDBG-MIT-RCP; and
- Section 4. That the City Council directs and designates the Mayor as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development & Revitalization Grant Program.

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, Councilman District 5 Ward, Councilman District 6 Burke

9. Consider amendments to the City of Port Lavaca HR and Workplace Policies as follows:**Presenter is Jody Weaver**

- **Chapter 4: Leaves of Absence Sec. 4.03 Holiday Leave**
- **Chapter 5: Compensation Sec. 5.11 Timekeeping Policy**
- **Chapter 6: Work Environment and Workplace Safety; Sec. 6.11 Emergency Disaster Policy**

**(Author's Note: Interim Finance Director Hogan presented this agenda item in Interim City Manager Weaver's absence).*

Topic: Holiday Leave

After close consideration of all current city holidays, staff is proposing to change the Birthday Holiday to a Floating Holiday that is eligible to use within the calendar year rather than "within 60 days" as it is currently stated. This will provide the employees with more flexibility in scheduling since it will extend to the full calendar year and be an added benefit by giving them a choice on what day they decide to schedule.

Topic: Timekeeping Policy

In FY2024 the City of Port Lavaca started implementing an automated timekeeping system called Timeclock Plus which is used to automate the time and attendance of the employees. This system is beneficial in the efficiency and effectiveness of the payroll process. The recommended timekeeping policy will outline information pertaining to the recording and tracking of hours worked, and the responsibilities of the employee and supervisor.

With this new system we can keep better records of time worked, accruals, and essentially cut the payroll process time in half by eliminating manual timesheets. Other features of this system include the ability to set Geofences, create specific automated rules according to FLSA laws and regulations, and the ability to track specific job codes (Training, Festival, Emergency, Etc.).

Topic: Emergency Policy

We are proposing an emergency policy which outlines the procedures during a city declared disaster. The procedures reflected in this policy will include definitions of the types of emergencies, the responsibilities of city employees during an emergency, and specific compensation based on various scenarios.

As of now the "Hurricane Compensation Policy" that we adopted on September 20, 2020 is not adequate according to FEMA standards. After attending the TDEM T-600 (Texas Disaster Accounting 101) training in March the City was given specific criteria on how FEMA determines eligibility of reimbursement based off the entity's policies already in place. Our current policy includes language making compensation subject to federal funding or disaster declaration, which is not permissible for an emergency policy. The purpose of this proposed policy is to be non-discretionary and applied uniformly to all employees.

Staff recommends approval of amendments to the HR Workplace & Policies, a copy which is in the office of Human Resources, in their entirety.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves amendments to the City of Port Lavaca HR and Workplace Policies listed below, as written and presented:

- Chapter 4: Leaves of Absence Sec. 4.03 Holiday Leave
- Chapter 5: Compensation Sec. 5.11 Timekeeping Policy
- Chapter 6: Work Environment and Workplace Safety; Sec. 6.11 Emergency Disaster Policy

BE IT FURTHER RESOLVED, THAT Council also authorizes **an additional Holiday**, to be determined by the Interim City Manager.

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, Councilman District 5 Ward, Councilman District 6 Burke

10. **Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith**

**(Author’s Note: City Attorney Odefey presented this agenda item in Development Services Director Smith’s absence).*

Motion made by Councilman District 5 Ward

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 Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

11. **Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow**

Motion made by Councilman District 5 Ward

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 First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

12. **Consider recommendation of selection committee to select a consultant to prepare a Master Parks Plan and Authorize the City Manager to negotiate a professional services contract for City Council approval. Presenter is Jody Weaver**

**(Author's Note: Public Works Director Shaffer presented this agenda item in Interim City Manager Weaver's absence).*

According to Interim City Manager Weaver's memo:

Included in the objectives for the 2023-24 Fiscal year was to Prepare a Master Parks Plan in order to be eligible to apply for large Texas Parks and Wildlife grants.

We recently advertised a Request for Qualifications from consultants interested in providing this professional service.

Statements of Qualifications were received as shown on the attached scoring sheet summary: Kendig Keast Collaborative (Sugarland), LJA Planning & Landscape Architecture (Houston), and Vista Planning & Design/Twistleaf (West Lake Hills, Texas).

The Parks Board appointed the following individuals to score the received submittals: Mac Sistrunk, Greg Falcon, Dina Smith, Bill Reagan and Director of Public Works, Wayne Shaffer.

The overall scores were as follows: LJA received a score of 89.0; Kendig Keast was 88.6 and Vista was 73.8.

Staff recommends selecting LJA Planning & Architecture and authorizing the Interim City Manager to negotiate a contract to provide a Master Parks Plan, which will be brought back to Council for final approval.

It should be noted that LJA is the same firm that last year prepared the City’s Downtown Waterfront Masterplan and we are working with them on the proposed new Gateway signs and landscaping at the Bauer.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of the Selection Committee, Council hereby approves LJA Planning & Architecture as a Consultant to prepare a Master Parks Plan.

BE IT FURTHER RESOLVED, THAT the Interim City Manager is hereby authorized to negotiate a contract to provide a Master Parks Plan and take back to City Council for final approval.

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, Councilman District 5 Ward, Councilman District 6 Burke

13. **Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver**

**(Author’s Note: Public Works Director Shaffer presented this agenda item in Interim City Manager Weaver’s absence).*

According to Interim City Manager Weaver’s memo:

Included in the 2023-24 Fiscal Year Capital Improvement Plan was to construct a sidewalk and bike lanes on Smith Road for a budgeted cost of \$275,000.

Staff waiting to initiate this project until after verifying that these funds would not be needed to supplement the Independence Drive project should the bids have come in much higher. This was not the case, so we are prepared to move ahead with this project.

Attached please find a conceptual site plan of the project scope and a proposed Professional Services Agreement from CivilCorp to prepare design, bid documents and contract phase inspections. Page 8 of the contract provides a breakdown of the proposed \$50,600 fee.

The conceptual site plan shows a 5 ft wide sidewalk on the north side of Smith Road from El Camino Real to across from Bay Vista and then to restripe all of Smith Road to provide bike lanes on both sides from SH 35 to Bay Vista.

- Because of the limited width available and utilities, the sidewalk will most likely be right behind the curb.
- We will be eliminating the turn lane into El Camino Real as you travel from the north – this is not essential and is not utilized much – i.e. this turn isn’t any more prevalent coming from the north than turning into any of the other streets.
- We can’t eliminate the turn lane at SH 35, so we probably will need to provide some widening to accommodate a bike lane on the south side at SH 35.

CivilCorp’s preliminary cost estimate is \$200,000 for the sidewalk, striping and mobilization. At this point we are not sure what all may be involved with adding the bike lane where Smith Road meets SH 35, but such work could be added as an Alternate bid item.

Staff recommends approval of the Professional Service Contract with CivilCorp in the amount of \$50,600 for the Smith Road sidewalk and bike lane project.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby authorizes award of a professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project, in the amount of \$50,600.00.

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

14. **Consider Interlocal Agreement between the City of Port Lavaca and Texas Municipal League (TML) for Cyber Liability Coverage and Data Breach Response. Presenter is Brittney Hogan**

Interim Finance Director Hogan advised Council that effective September 30, 2024, Texas Municipal League (TML) Risk Pool is requiring all risk pool participants to "opt in" for continued Cyber Liability coverage by completing a Cyber Liability & Data Breach Response Interlocal Agreement. Cybercriminal activity has become impossible to predict and more common in the past decade, which is why the TML Risk pool has now created a separate cyber fund. This cyber fund will ensure the cities protection against such cyber threats.

The basic coverage we receive from the TML risk pool includes breach response, network business interruption, cyber extortion, data recovery costs, and fraud protection. As a member of the TML Risk Pool the City must continue to take steps to protect ourselves by continuing to implement our current cyber policies and training to help prevent any unwanted cyber threats.

Staff recommends City Council approve the Cyber Liability & Data Breach interlocal agreement to qualify for Cyber coverage for FY 2024-2025.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves Interlocal Agreement between the City of Port Lavaca and Texas Municipal League (TML) for Cyber Liability Coverage and Data Breach Response for the new 2024-2025 annual contribution of Core + in the amount of \$1,250.00.

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

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, Councilman District 5 Ward, Councilman District 6 Burke

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

**(Author's Note: Interim Finance Director Hogan presented this agenda item in Interim City Manager Weaver's absence).*

Motion made by Councilman District 5 Ward

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 First reading of an Ordinance (G-8-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, GBRA Fees; and providing an effective date.

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, Councilman District 5 Ward, Councilman District 6 Burke

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

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, Councilman District 5 Ward, Councilman District 6 Burke

Meeting adjourned at 9:09 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of August 19, 2024 Special Meeting and Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, August 19, 2024 at 9:00 AM

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 19th day of August, 2024, the City Council of the City of Port Lavaca, Texas, convened in a special and workshop session at 9:00 a.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| 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:

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 9:21 a.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

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

1. **Consider award of a Pre-Disaster Debris Removal Services Contract. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that last July they authorized contracting with Tetra Tech for a Pre-disaster contract for Debris Management Services, in the event of a significant storm event. We recently solicited cost proposals for a pre-disaster contract for debris removal and disposal in the event of a significant storm. The solicitation process is documented and meets the Federal procurement requirements.

We received seven (7) proposals and they are as follows:

- Arbor Masters (Kansas)
- Crowder Gulf (Alabama)
- Looks Great Service (Mississippi)
- Ceres Environmental (Florida)
- DRC Emergency Service (Galveston, TX)
- CTC Disaster Response (Kansas)
- TFR Enterprises (Leander, TX)

A Bid Tabulation and a Spreadsheet of the scoring done by the committee comprised of myself, Wayne Shaffer (Director of Public Works), Brittney Hogan (Interim Finance Director), and Kateryna Thomas (Grants and Capital Improvement Projects Coordinator).

As a monitoring company, Tetra Tech closely worked with Crowder Gulf and DRC Emergency Service and stated that they are both reliable. Tetra Tech has also worked with Ceres Environmental and TFR Enterprises however, less often. Tetra Tech did not have any experience working with Arbor Masters, Looks Great Services, or CTC Disaster Response.

Under FEMA requirements, Kateryna Thomas notified various MWDBE, HUB, and Small Businesses about the RFP and has fully documented it for submittal to FEMA should we get hit with a windstorm and need to enact the contract.

There is no financial commitment until we issue a Notice-to-proceed on the contract, which would happen only if another hurricane/ tropical storm comes our way in the next 3 years. The contract is for 2 years and automatically renews monthly up until a maximum of 3 years term.

With a Pre-Disaster contract, we can pick up debris within days of a hurricane instead of weeks.

The Selections Committee recommends authorizing the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Removal and Disposal with **DRC Emergency Services** based upon their submitted Proposal dated July 25th, 2024, and authorize the Mayor to sign once the language has been approved by the City Attorney.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby authorizes the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Removal and Disposal with DRC Emergency Services based upon their submitted Proposal dated July 25th, 2024.

BE IT FURTHER RESOLVED, THAT the Mayor is authorized to sign once the language has been approved by the City Attorney.

Seconded by Councilman District 2 Dent

Voting Yea:

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

2. **Receive Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2024-2025 Fiscal Year pursuant to the Water Treatment Contract. Presenter is Joey Weaver**

Interim City Manager Weaver advised Council that 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.

The annual revenue requirement is projected to increase by \$395,638 or \$32,970 per month. \$266,250 of this increase (or \$22,187.50/month) is due to our increased share of the Corporate Administration and General expense, which is based upon our Equivalent Residential Connections (ERC's) compared to the Corporate total ERC's. This number has essentially doubled so I have questions about how our allotted amount was calculated and am waiting on information/clarification from Undine so I can fully explain this increase and make sure there are no mistakes in the calculations. Because our actual ERC is greater than the assumed 5,000 used when we entered into a contract, I understand our share will increase, but I don't have all the information yet to understand why it doubled.

For perspective, this \$22,187.50/month equates to an additional \$4.90/month for each of our 4530 customers. As soon as I have this information, I will pass this along to Council prior to Monday's meeting.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby accepts Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2024-2025 Fiscal Year pursuant to the Water Treatment Contract.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

3. Consider Ratifying action taken by Administration to authorize demolition of the structure at 1406 SH 35 South that was declared substandard on May 13, 2024 and place a lien on the property for such cost. Presenter is Derrick Smith

Development Services Director Smith and Interim City Manager Weaver advised Council that it was staff's intention to have Council go ahead and include in the motion to declare substandard the authorization to demolish this property following whatever time frame council provided to the property owner to bring the property into compliance. While preparing for the list of substandard buildings for the August 12, 2024 meeting, we realized that the approved minutes for this May 13 list only reflected the 30 days and did not include the authorization to demolish. I went back and listened to the recording and although getting authorization to get bids to demolish was mentioned during the discussion, with all the back-and-forth discussion with the other properties on the list, authorization to demolish was not included in the motion.

Not realizing that the authorization to actually demolish had not been included in the Council's motion and the continued health and safety concerns posed by the condition of the property, once the 30 days was up, Code Enforcement got 3 bids and the demolition was awarded to Axis Demolition for \$15,000, which is within the limit of expenditure I can authorize without Council approval.

We are asking Council to "Ratify action taken by administration to authorize demolition of the structure at 1406 SH 35 South that was declared substandard on May 13, 2024 and place a lien on the property for such cost."

Moving forward it is our intention to have individual motions for any properties submitted as substandard so as to not experience such an oversight again.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves Ratifying action taken by Administration to authorize demolition of the structure at 1406 SH 35 South that was declared substandard on May 13, 2024 and place a lien on the property for such cost.

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, Councilman District 5 Ward, Councilman District 6 Burke

4. Consider a proposed tax rate for the 2024-2025 fiscal year and take a record vote. Presenter is Brittney Hogan

Interim Finance Director Hogan advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the City must calculate the "No New Revenue" (NNR) and "Voter Approval Rate".

The CCAD Tax Assessor/Collector is required to calculate the NNR and VAR rates and publish a Notice in the newspaper and on the City's website.

We have prepared the proposed budget based upon a tax rate of \$0.8000 per \$100 value of property on the tax roll, however, City Council could propose a tax rate up to \$0.8563 without risking a mandatory vote for approval by the citizens.

Debt service requirements for the City of Port Lavaca are currently \$0.1257 of the current proposed property tax rate of \$0.8000. The City has four outstanding debt issues. For Fiscal Year 2025 the total required debt service payment is \$1,829,279 of which \$799,119 is secured by property taxes.

The City issued an additional \$14,000,000 in certificates of obligation in Fiscal Year 2024 which increased the debt service tax rate from \$.0821 to \$0.1257 which is a 53% increase and shifts funds collected and available for Maintenance & Operations to Debt repayment. While the City remains below the voter-approval tax rate the increase in the tax rate effectively provides the same funds for Maintenance & Operations that were collected from last fiscal year's tax rate.

A comparison of the required calculation is as follows:

Property Tax Rate Comparison

	2024-2025	2023-2024
Property Tax Rate:	\$0.8000/100	\$0.7807/100
No-New-Revenue Tax Rate:	\$0.7689/100	\$0.6895/100
No-New-Revenue Maintenance & Operations Tax Rate:	\$0.6897/100	\$0.6387/100
Voter-Approval Tax Rate:	\$0.8564/100	\$0.7808/100
Debt Rate:	\$0.1257/100	\$0.0821/100

The calculation of each of the rates are set by the State Tax Code and must be published in order to provide transparency to the property taxpayers of the City.

The NNR establishes the threshold in which the city can adopt a property tax rate that does not provide additional revenue. If the City chooses to set its tax rate greater then the NNR, it must hold a Public Hearing and advertise that the city is increasing its tax revenue.

The VAR establishes the threshold that, if exceeded, the City must first hold an election and seek the approval of the citizens before it can set the property tax rate at or above the VAR.

The City can increase the tax rate up to \$0.8563 without holding an election if it so chooses.

Currently, the proposed tax rate, which is \$0.0193 more than last year, will generate \$300,615, or 5.81% more revenue for the proposed FY 2025 budget. If Council wishes to propose a tax of \$0.8563, which is .0756 more than last year, it will generate approximately \$685,603 or 13.26% more revenue.

Once City Council votes on the proposed rate, it must publish notices and cannot exceed that rate, however it can lower the rate at any time prior to adoption.

The vote must be a record vote of each member of the governing body by name.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby proposes a tax rate of \$0.800 per \$100 value for the 2024-2025 fiscal year budget and publishing notice thereof.

Seconded by Councilman District 6 Burke

Voting Yea and Record Vote by Name:

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

Voting Nay: None

5. Consider setting a public hearing on the proposed 2024-2025 fiscal year Budget for Monday, September 09, 2024. Presenter is Brittney Hogan

Interim Finance Director Hogan advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the 2024-2025 Fiscal Year (FY) Budget.

The City Council must set the date and time for a Public Hearing on the proposed 2024-2025 Fiscal Year budget. According to our budget calendar, we have scheduled the Public Hearing on the Budget to be held at a regular council meeting on September 09, 2024, at which time we may also have the First reading of the ordinance to adopt the 2024-2025 FY budget.

Because the proposed tax rate exceeded the No-New-Revenue rate, legislation considers it a tax increase, and requires special language to accompany the Notice of Public Hearing on the budget as follows:

For a tax rate of \$0.8000

"This budget will raise more total property taxes than last year's budget by \$300,615 or 5.81%, and of that amount \$101,676 is tax revenue to be raised from new property added to the tax roll this year."

For a tax rate of \$0.8563

"This budget will raise more total property taxes than last year's budget by \$685,603 or 13.26%, and of that amount \$108,832 is tax revenue to be raised from new property added to the tax roll this year."

Only one Public Hearing is required and satisfies the requirements for a later vote on the Ordinance adopting the annual budget.

Staff recommends the Public Hearing be set for Monday, September 09, 2024 at 6:30 p.m.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves a Meetings for setting a Public Hearing on the proposed 2024-2025 Fiscal Year Budget, for Monday, September 09, 2024 at 6:30 p.m.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

6. Consider setting a public hearing on proposed 2024 tax rate for Monday, September 09, 2024. Presenter is Brittney Hogan

Interim Finance Director Hogan advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, should the City Council choose to propose a tax rate that exceeds the No-New-Revenue (NNR) rate, it is considered a tax increase and a public hearing on the tax rate is required.

City Council must set a date and time for the public hearing after they vote to propose a tax rate greater than the NNR. A Notice of Public Hearing on Tax Increase must be published in the newspaper and prominently displayed on the city's website.

According to our budget calendar, we have scheduled the Public Hearing on the Tax Rate to be held at a regular council meeting on September 09, 2024, at which time we may also have the First reading of the Tax Rate Ordinance, where a record vote must be taken.

The proposed tax rate provided in the budget is \$0.8000, which is more than last year but exceeds the NNR rate of \$0.7689 and will generate \$300,615 or 5.81% more revenue. If the Council wishes to propose a tax rate of \$0.8563, which is \$0.0756 more than last year, it will generate approximately \$685,603 or 13.26% more revenue.

Staff recommends the Public Hearing be set for September 09, 2024, at 6:30PM (Regular Meeting) and authorize the publication of the Notice of Public Hearing on Tax Increase to describe the date, time and place for the hearing along with the required language as set forth by Property Tax Code.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves a meeting for setting a Public Hearing on the proposed 2024 tax rate, for Monday, September 09, 2024 at 6:30 p.m. and authorize the publication of the Notice of Public Hearing on Tax Increase to describe the date, time and place for the hearing along with the required language as set forth by Property Tax Code.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

7. **Consider Resolution No. R-081924-1 to adopt a five-year plan (2024-2029) for the Capital Improvement Program (CIP) in compliance with article 7.02(15) of the city's home rule charter. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

WHEREAS the City Charter requires the City Manager to submit a plan for capital improvement covering the succeeding five years and proposed method of financing to the City Council prior to the beginning of each budget year; and,

WHEREAS the City Manager submitted a Five-Year Capital Program to the City Council on July 29, 2024 in compliance with the City Charter and,

WHEREAS the City Council has reviewed the Five-Year Capital Program, found it to be in compliance with all City Charter and believes its approval by resolution is in the best interest of Port Lavaca residents.

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

THAT the Five-Year Capital Program (October 1, 2024 – September 30, 2029), a copy of which is attached hereto and incorporated in the Fiscal Year Budget 2024-2025, is hereby adopted in compliance with the City Charter.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn Special Meeting.

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, Councilman District 5 Ward, Councilman District 6 Burke

Special Meeting adjourned at 10:30 a.m.

RECESS

- Mayor Whitlow announced Council would take a brief recess at 10:30 a.m.
- Mayor Whitlow announced Council was back from recess at 10:47 a.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop meeting to order at 10:47 a.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. Conduct Cyber Security Training for Council. Presenter is Jody Weaver

City Council Members who were in attendance completed this Cyber Security Training.

No action necessary and none taken.

LUNCH

- Mayor Whitlow announced Council would break for Lunch at 11:45 a.m.
- Mayor Whitlow announced Council was back from Lunch at 1:03 p.m.

2. Discuss proposed City Budget for 2024-2025 fiscal year. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

RECESS

- Mayor Whitlow announced Council would take a brief recess at 2:20 p.m.
- Mayor Whitlow announced Council was back from recess at 2:37 p.m.

IX. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn Workshop.

Motion made by Councilman District 2 Dent

Seconded by Councilman District 5 Ward

Voting Yea:

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

Workshop adjourned at 4:50 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #D.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
July 9, 2024 to August 8, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$12,587.51
- Payments	\$12,587.51
- Other Credits	\$60.44
+ Purchases	\$17,059.54
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$16,999.10

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$8,578.00
 Statement Closing Date August 8, 2024
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$16,999.10
 Minimum Payment Due: \$509.98
Payment Due Date: September 2, 2024

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/01	08/01	8543189K600XSRBWL	PAYMENT - THANK YOU	\$12,587.51-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$16,999.10
 Minimum Payment Due: \$509.98
Payment Due Date: September 2, 2024

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

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

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



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXX0305	\$12,587.51-
07/14	07/16	5270487JM0HELT9NZ	HOLIDAY INN BEACH RESO SOUTH PADRE I TX	\$761.20
		CHECK-IN 07/14/24	FOLIO #1207021	
07/16	07/17	5550080JNOWLP7ZQ6	TEXAS NARCOTIC OFFICER EL PASO TX	\$40.00
07/19	07/21	2524780JT03EH87ZA	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$19.46
07/23	07/25	5550629JY13H5KKSQ	HAMPTON INN AND SUITES DENTON TX	\$253.00
		CHECK-IN 07/21/24	FOLIO #00030178	
07/24	07/25	7230102JYS66DJ3P1	BAYSIDE SEAFOOD RESTAU PORT LAVACA TX	\$34.62
07/25	07/26	5270487K00PBXEAGF	HOLIDAY INN EXP & SUIT MISSOURI CITY TX	\$455.13
		CHECK-IN 07/22/24	FOLIO #1238471	
07/26	07/28	2524780K004PHFH19	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$19.46
07/29	07/31	5520739K40069G1X8	PROFESSIONAL LAW ENFOR PLANO TX	\$99.00
08/01	08/04	5550629K71BD2WY3S	MOODY GARDENS HOTEL GALVESTON TX	\$182.85
		CHECK-IN 08/04/24	FOLIO #00238117	
08/06	08/06	5542950KBLSS77RHE	AGASERVICECO MAR TT 8042853300 VA	\$27.04
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXXX0727	\$1,891.76
07/12	07/14	5174295JK066DTTB2	IDENTOGO - TX FINGE 877-512-6962 MA	\$10.21
			ERIC SALES	
			TOTAL XXXXXXXXXXXXX0776	\$10.21
07/09	07/10	5543286JF63DP0DDT	AMZN MKTP US*RY6P04OH1 AMZN.COM/BILL WA	\$16.99
07/10	07/11	5542950JH07YHQHX5	TLO TRANSUNION BOCA RATON FL	\$75.00
07/13	07/14	5543286JK5VA3S8L2	AMAZON MKTPL*RY3SN46I2 AMZN.COM/BILL WA	\$37.00
07/15	07/16	5543286JM5VYHV4J7	AMAZON.COM*RS4453CW1 AMZN.COM/BILL WA	\$30.49
07/16	07/17	5543286JN5W7DL260	AMAZON MKTPL*RS4R06VK0 AMZN.COM/BILL WA	\$103.31
07/19	07/19	5543286JT5X0DTBD8	AMAZON MKTPL*RJ6UY0050 AMZN.COM/BILL WA	\$31.96
07/22	07/24	5543286JX5YBKTRES	BUC-EE'S #30 WHARTON TX	\$9.67
07/23	07/25	0514048JYLM7W79LY	CHICK-FIL-A #01210 MISSOURI CITY TX	\$10.16
07/24	07/26	5230186JZ14QZSXM4	SUNOCO 0277287900 QPS MISSOURI CITY TX	\$6.24
07/25	07/26	0543684JZ8PKMR1TZ	UEP*NAKA RAMEN MISSOURI CITY TX	\$21.96
07/25	07/26	5531020JZ0P0NWHHV	AMAZON.COM*RV2OV4060 SEATTLE WA	\$50.51
08/06	08/06	5543286KB62KXV4LE	AMAZON MKTPL*RF9MU4942 AMZN.COM/BILL WA	\$429.60
			KAREN NEAL	
			TOTAL XXXXXXXXXXXXX0784	\$822.89
07/08	07/09	5526352JF0N1NBEWT	HARBOR FREIGHT TOOLS34 PORT LAVAC CREDIT	\$32.46-
07/08	07/09	5526352JF0N1NBEVF	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$6.99
07/08	07/09	5526352JF0N1NBEX1	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$29.99
07/08	07/09	5526352JF0N1NBEZJ	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$32.46
07/18	07/21	5543286JT5X6BR5SG	FAIRFIELD INN & SUITES FORT WORTH TX	\$111.15
		CHECK-IN 07/18/24	FOLIO #E 7915	
07/20	07/21	5526352JV10N70V57	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$18.98
07/22	07/23	5543286JW5Y72ZBXZ	IN *SAFETY AND FIRE ED 281-8080656 TX	\$225.00
07/22	07/23	5548872JX05V9V55D	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
07/22	07/24	5543286JX5YBR0K5Y	WHATABURGER 789 Q26 SCHULENBURG TX	\$11.46
07/23	07/24	5563995JY017XXZSZ	EXXON SLOVACEK'S TRAVE WEST TX	\$13.05
07/29	07/30	5548872K406Z543PH	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
07/29	07/31	8230606K4S66LB0KY	VICTORIA COLLEGE VICTORIA TX	\$25.00
07/31	07/31	5543286K560MHD0TP	TEEX ECOMMERCE 979-458-6898 TX	\$460.00
			JUAN LUNA	
			TOTAL XXXXXXXXXXXXX0941	\$1,045.28
07/30	07/31	5548872K5074BYNKB	TCEQ IND RENEWAL LIC AUSTIN TX	\$111.00
			WAYNE SHAFFER	



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 XXXXXXXXXXXX1212				\$111.00
07/15	07/16	5543687JN3HKDWEL4	HILTON HOTELS SAN ANTONIO TX	\$500.02
		CHECK-IN 00/00/00	FOLIO #2024071514	
07/22	07/23	5543286JW5Y6KAP4A	AMAZON MKTPL*RJ41M8MG2 AMZN.COM/BILL WA	\$47.87
07/22	07/23	5543286JW5Y7PNKK6	AMZN MKTP US*RJ88E30H1 AMZN.COM/BILL WA	\$97.94
07/25	07/26	5543286JZ5Z1KDZJJ	AMAZON.COM*RJ7CP9KZ1 AMZN.COM/BILL WA	\$219.90
07/25	07/28	8518412K0S66HHNGM	TEXAS MUNICIPAL CLERKS 940-5653488 TX	\$135.00
07/29	07/30	5550036K3180J218G	WALMART.COM WALMART.COM AR	\$221.27
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$1,222.00
07/10	07/10	5543286JG5SB41YR9	INT'L CODE COUNCIL INC 888-422-7233 IL	\$100.00
07/10	07/11	5543286JG5SGAT1X7	APPLE.COM/BILL 866-712-7753 CA	\$2.99
07/13	07/14	5543286JK5V5T5NER	TEEX ECOMMERCE 979-458-6898 TX	\$550.00
07/16	07/17	5543286JN5W94GL56	AMAZON MKTPL*RS1AC05V0 AMZN.COM/BILL WA	\$8.49
07/17	07/17	5543286JP5W5DW87P9	INT'L CODE COUNCIL INC 888-422-7233 IL	\$39.00
07/18	07/19	5543286JR5W5YDZGWS	AMAZON MKTPL*RS0H89SO2 AMZN.COM/BILL WA	\$75.05
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$775.53
08/07	08/08	5543286KQ631XAYPL	SQ *THE DONUT PALACE PORT LAVACA TX	\$110.00
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$110.00
08/02	08/04	5270715K809FG7WM4	THE HOME DEPOT #6564 CORPUS CHRIS CREDIT	\$27.98-
07/08	07/09	5543286JE636NL9RA	AMAZON MKTPL*R773H1IC1 AMZN.COM/BILL WA	\$96.39
07/11	07/12	5531020JJ0FPNH9BK	EASYBADGES, LLC PORTLAND OR	\$359.00
07/22	07/23	0230096JW8PL42QML	GOVERNMENT FINANCE OFF CHICAGO IL	\$85.00
07/24	07/24	5543286JY5YJW7F30	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7HRV	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7JRT	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7KY5	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7LFG	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7LV2	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/26	8535335JZQFXZGWWX	PAYPAL *TXMUNLEAGUE 5122317400 TX	\$100.00
07/26	07/29	8535335K2QFZML66H	PAYPAL *TXMUNLEAGUE 5122317400 TX	\$100.00
07/28	07/29	5543286K2600287TE	AMAZON MKTPL*RV9UV4X20 AMZN.COM/BILL WA	\$33.13
08/01	08/04	5270715K709FGBXZH	THE HOME DEPOT #6564 CORPUS CHRIST TX	\$27.98
BRITTNEY HOGAN				
TOTAL XXXXXXXXXXXX3462				\$3,173.52
07/10	07/12	5543286JH5SMN1AYK	WHATABURGER 789 Q26 SCHULENBURG TX	\$12.86
08/05	08/06	5526352KB1EWBTN3R	HARBOR FREIGHT TOOLS 2 VICTORIA TX	\$1,249.98
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$1,262.84
07/10	07/11	5543286JG5SH482PG	CCSI EFAX CORPORATE 323-817-1155 CA	\$176.70
07/24	07/24	5543286JY5YJW7EF4	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7HWP	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7JS3	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7KPZ	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/24	07/24	5543286JY5YJW7K92	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/31	08/01	5543286K560X1V25Y	AMZN MKTP US*RV4WD1DY1 AMZN.COM/BILL WA	\$2,797.78
08/04	08/04	5543286K96200RG9H	AMAZON MKTPL*RF7VW45V2 AMZN.COM/BILL WA	\$692.51
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$5,666.99



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
07/09	07/10	0230537JG00JPTV8S	USPS PO 4872200979 PORT LAVACA TX	\$8.73
07/12	07/12	5543286JJ5SVJYBQD	TEEX ECOMMERCE 979-458-6898 TX	\$470.00
07/18	07/19	5548872JT058205MB	TCEQ EPAYMENT AUSTIN TX	\$113.75
07/19	07/21	2545733JS000D4M3Q	PREP BLAST 615-6893546 TN	\$43.50
07/19	07/21	2545733JS000D4SRX	PREP BLAST 615-6893546 TN	\$43.50
07/26	07/28	2545733K1000DRLXX	PREP BLAST 615-6893546 TN	\$43.50
07/31	08/01	2545733K6000E8S95	PREP BLAST 615-6893546 TN	\$43.50
07/31	08/01	2545733K6000E99Z4	PREP BLAST 615-6893546 TN	\$43.50
08/01	08/02	5543286K6616XN2MX	AMAZON MKTPL*RF4KQ1OI0 AMZN.COM/BILL WA	\$72.17
08/01	08/02	8230509K6000XJ4H8	AMAZON MARK* RV19M7UD1 SEATTLE WA	\$24.93

CYNTHIA HEYSQUIERDO

TOTAL XXXXXXXXXXXXX0264 \$907.08

COLIN RANGNOW

TOTAL XXXXXXXXXXXXX2286 \$0.00

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$0.00	31	\$0.00
Cash Advances	19.49% (v)	\$0.00	31	\$0.00

(v) - variable

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

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

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

CREDITING OF PAYMENTS

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

BILLING RIGHTS SUMMARY

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

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

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

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

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

Your Rights if You are Dissatisfied with Your Credit Card Purchases

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

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

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

EXPLANATION OF INTEREST CHARGES

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

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

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

ANNUAL FEE DISCLOSURES

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

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

CREDIT BALANCES

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

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION

SUBJECT: Receive Monthly Financial Highlight Report

INFORMATION:



**CITY OF
PORT LAVACA**

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

To: Mayor and Members of the City Council
From: Brittney Hogan, Interim Finance Director
Subject: FY 23-24 Financial Highlights through **August 31, 2024**
Date: September 3, 2024

Below are the following reports for the period ending **August 31, 2024**, or **92%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,583,747** for the year as of July Collections in FY 23-24 are 96.89% of total adjusted tax levy. Total current year Property Taxes Outstanding as of July is **\$525,642**.

In the General Fund, revenues through **08/31/24** are **91%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,975,523** for the year as of August. Collections in FY 23-24 are 110% of budget.
2. *Sales Tax* collections through August were **\$3,381,274** or 91% of budget. Collections through August in FY 22-23 were **\$3,236,850**.
3. *Licenses & Permits* collections are **\$100,608** for the year, or 37% of budget. Collections through August in FY 22-23 were **\$141,277**.
4. *Bauer Center Rentals* through August are **\$69,985** or 70% of budget. Collections through August in FY 22-23 were **\$70,300**.
5. *Court Fines* are **\$54,060** for the year, or 45% of budget. Collections through August in FY 22-23 were **\$61,713**.

Expenditures in the General Fund for the year are **77.8%** of budget.

Target: 92%

In the Utility Fund, revenues as of **08/31/24** are **88%** of budget. In addition:

1. *Metered Water* sales through August are **\$2,589,549** or **99%** of budget.
2. *Residential Sewer* sales through August are **\$1,387,105** or **89%** of budget.
3. *Garbage Billings* through August are **\$870,807** or **94%** of budget.

Expenditures in the Utility Fund for the year are **106%** of budget.

Summary – FY 2023-2024 through 08/31/24

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$10,586,582	91%	\$ 9,663,757	77.8%	\$ 922,824
Utility	\$ 6,631,863	88%	\$ 6,754,818	105.5%	\$ (122,955)
HOT	\$ 455,376	77%	\$ 601,352	94%	\$ (145,976)
Beach	\$ 177,376	75.6%	\$ 133,006	63.3%	\$ 44,370
Port	\$ 982,952	51.2%	\$ 871,707	43%	\$ 111,245
				Total	\$ 809,508



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
July 31, 2024**

TAXES DUE AT CERTIFICATION	5,760,674.07
Adjustments to Date	-48,790.04
TOTAL TAX LEVY	5,711,884.03

2023 Tax Collections

	Base	Penalties & Interest	Total
October	2,358,896.67	0.00	2,358,896.67
November	583,430.25	0.00	583,430.25
December	613,928.54	0.00	613,928.54
January	1,059,143.68	0.00	1,059,143.68
February	554,729.66	14,603.88	569,333.54
March	119,352.19	7,911.86	127,264.05
April	61,021.37	6,523.73	67,545.10
May	98,899.96	9,901.84	108,801.80
June	47,822.11	6,244.65	54,066.76
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
TOTAL	5,497,224.43	45,185.96	5,542,410.39

Last Year %
Collected
95.56%

% Collected 96.89%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 41,336.48

2023 TAXES OUTSTANDING

177,892.16

% Current Outstanding 3.11%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
January	13,907.48	5,063.20	18,970.68
February	12,837.84	6,253.88	19,091.72
March	10,220.42	4,093.40	14,313.82
April	18,070.77	11,138.98	29,209.75
May	38,780.39	13,486.27	52,266.66
June	8,263.60	5,663.62	13,927.22
July	7,925.00	3,969.17	11,894.17
August			0.00
September			0.00
TOTAL	215,856.49	73,628.23	289,484.72

DELINQUENT TAXES OUTSTANDING

347,749.67

TOTAL TAXES OUTSTANDING

525,641.83

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

Section VII. Item #E.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation					Month	Y-T-D	Month	Y-T-D
Fiscal Year 2021										
Dec	Oct	345,451	27%	\$345,451	345,451	243,714	243,714	141.74%	26.9%	26.9%
Jan	Nov	281,510	12%	\$281,510	626,961	224,351	468,066	133.95%	12.3%	19.9%
Feb	Dec	279,811	-9%	\$279,811	906,772	274,277	742,342	122.15%	-8.7%	9.4%
Mar	Jan	265,655	-11%	\$265,655	1,172,427	265,771	1,008,114	116.30%	-10.5%	4.1%
Apr	Feb	246,266	7%	\$246,266	1,418,693	206,830	1,214,943	116.77%	6.6%	4.5%
May	Mar	354,052	22%	\$354,052	1,772,745	260,317	1,475,260	120.16%	21.8%	7.6%
Jun	Apr	296,421	25%	\$296,421	2,069,165	211,890	1,687,150	122.64%	25.2%	9.8%
Jul	May	294,843	11%	\$294,843	2,364,008	238,183	1,925,333	122.78%	10.8%	9.9%
Aug	Jun	329,290	-7%	\$329,290	2,693,298	317,553	2,242,886	120.08%	-7.2%	7.5%
Sep	Jul	285,544	19%	\$285,544	2,978,842	214,770	2,457,656	121.21%	19.0%	8.5%
Oct	Aug	276,092	1%	\$276,092	3,254,934	244,797	2,702,453	120.44%	1.0%	7.8%
Nov	Sep	311,985	16%	\$311,985	3,566,919	240,547	2,943,000	121.20%	16.1%	8.5%
Fiscal Year 2022										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%
Fiscal Year 2023										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%
Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	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					311,308	3,038,613			
Oct	Aug					352,981	3,391,594			
Nov	Sep					332,358	3,723,952			

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

Section VII. Item #E.

001-GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	8,985,666	8,985,666	0	402,848.03	9,101,624.08	0.00	(115,958.08)	101.29
LICENSES & PERMITS	268,410	268,410	0	9,894.62	100,607.52	0.00	167,802.48	37.48
USER & SERVICE CHARGES	102,500	102,500	0	10,171.00	72,520.25	0.00	29,979.75	70.75
FINES & FORFEITURES	284,000	284,000	0	24,344.67	266,744.97	0.00	17,255.03	93.92
OTHER REVENUE	550,950	550,950	0	32.35	389,444.82	0.00	161,505.18	70.69
GRANT AND CONTRIBUTION R	572,033	572,033	0	20,000.00	340,133.62	0.00	231,899.38	59.46
INTERGOVERNMENTAL REVENUE	875,783	875,783	0	28,661.41	315,506.31	0.00	560,276.69	36.03
TOTAL REVENUES	11,639,342	11,639,342	0	495,952.08	10,586,581.57	0.00	1,052,760.43	90.96
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,402	30,402	0	2,449.08	27,999.76	0.00	2,402.24	92.10
CITY MANAGER	394,511	394,511	0	27,111.86	312,241.66	6,250.00	76,019.34	80.73
CITY SECRETARY	224,494	224,494	0	17,735.37	199,865.81	0.00	24,628.19	89.03
HUMAN RESOURCE	34,725	34,725	0	2,003.83	25,563.05	0.00	9,161.95	73.62
MUNICIPAL COURT	163,474	163,474	0	11,949.30	135,599.21	0.00	27,874.79	82.95
TECHNOLOGY SERVICES	462,081	462,081	0	36,668.67	388,365.93	29,773.25	43,941.82	90.49
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	440,906	0	32,779.24	290,771.92	2,417.56	147,716.52	66.50
CITY HALL	207,520	207,520	0	11,987.96	178,790.64	44,087.50	(15,358.14)	107.40
POLICE	2,919,859	2,919,859	0	245,078.11	2,358,140.57	0.00	561,718.43	80.76
FIRE	2,162,555	2,162,555	0	165,392.26	1,911,205.61	0.00	251,349.39	88.38
ANIMAL CONTROL	246,085	246,085	0	13,541.08	165,947.68	20,651.70	59,485.62	75.83
CODE ENFORCEMENT/INSPECT	511,797	511,797	0	45,978.64	353,625.31	2,957.88	155,213.81	69.67
STREETS	2,897,645	2,897,645	0	99,359.42	1,850,577.81	1,562.49	1,045,504.70	63.92
PARKS & RECREATION	1,064,950	1,064,950	0	64,922.01	683,155.54	173,650.98	208,143.48	80.46
BAUER CENTER	335,464	335,464	0	27,110.94	327,697.08	0.00	7,766.92	97.68
NON-DEPARTMENTAL	680,027	680,027	0	38,921.72	454,209.85	0.00	225,817.15	66.79
TOTAL EXPENDITURES	12,776,495	12,776,495	0	842,989.49	9,663,757.43	281,351.36	2,831,386.21	77.84
REVENUES OVER/(UNDER) EXPENDITURES	(1,137,153)	(1,137,153)	0	(347,037.41)	922,824.14	(281,351.36)	(1,778,625.78)	56.41-

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

Section VII. Item #E.

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	4,511,964	4,511,964	0	30,851.18	4,975,522.99	0.00 (463,558.99)	110.27	
411.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	6,539.10	203,934.63	0.00 (103,934.63)	203.93	
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	307,513.56	3,381,273.92	0.00	342,678.08	90.80
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	900.00	47,554.69	0.00	14,445.31	76.70
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	36,534.76	260,799.00	0.00	81,201.00	76.26
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	5,988.32	19,909.57	0.00	12,090.43	62.22
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	20,399.15	0.00	29,600.85	40.80
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	11,876.58	111,180.30	0.00	17,569.70	86.35
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,644.53	21,675.76	0.00	13,324.24	61.93
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	59,374.07	0.00 (59,374.07)	0.00	
TOTAL TAXES		8,985,666	8,985,666	0	402,848.03	9,101,624.08	0.00 (115,958.08)	101.29	
LICENSES & PERMITS									
421.01	ELECTRICAL LICENSES	0	0	0	0.00	0.00	0.00	0.00	
421.02	BUILDER LICENSES	7,000	7,000	0	0.00	4,601.92	0.00	2,398.08	65.74
422.01	ELECTRICAL PERMITS	25,000	25,000	0	0.00	15.00	0.00	24,985.00	0.06
422.02	BUILDING PERMITS	157,000	157,000	0	7,801.94	71,356.70	0.00	85,643.30	45.45
422.03	PLUMBING PERMITS	22,000	22,000	0	0.00	0.00	0.00	22,000.00	0.00
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00	5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	320.00	0.00 (320.00)	0.00	
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	1,050.00	0.00 (1,050.00)	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	140.00	2,345.00	0.00	255.00	90.19
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	1,107.68	12,858.31	0.00	17,141.69	42.86
423.91	LAWN LIBRARY FEES	0	0	0	0.00	0.00	0.00	0.00	
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	710.00	5,705.00	0.00	1,405.00	80.24
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	125.00	375.00	0.00	625.00	37.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	952.59	0.00	8,047.41	10.58
425.01	ANIMAL LICENSES & FEES	200	200	0	10.00	768.00	0.00 (568.00)	384.00	
426.01	ALARM FEES	100	100	0	0.00	260.00	0.00 (160.00)	260.00	
TOTAL LICENSES & PERMITS		268,410	268,410	0	9,894.62	100,607.52	0.00	167,802.48	37.48
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	10,088.00	69,985.00	0.00	30,015.00	69.99
435.07	BAYFRONT RENTALS	0	0	0	0.00	750.00	0.00 (750.00)	0.00	
439.01	POLICE SERVICES	2,000	2,000	0	83.00	1,785.25	0.00	214.75	89.26
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES		102,500	102,500	0	10,171.00	72,520.25	0.00	29,979.75	70.75

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

Section VII. Item #E.

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	90,000	90,000	0	7,566.41	127,029.47	0.00 (37,029.47)	141.14
441.02	TAX ATTORNEY FEES	45,000	45,000	0	7,497.91	67,989.61	0.00 (22,989.61)	151.09
443.01	COURT FINES	120,000	120,000	0	7,561.66	54,059.60	0.00 65,940.40	45.05
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	900.43	9,807.09	0.00 4,192.91	70.05
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	180.03	1,385.87	0.00 3,614.13	27.72
449.02	ARREST FEES	10,000	10,000	0	638.23	6,473.33	0.00 3,526.67	64.73
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	284,000	284,000	0	24,344.67	266,744.97	0.00 17,255.03	93.92
OTHER REVENUE								
451.01	INTEREST INCOME	500,000	500,000	0	0.00	306,274.77	0.00 193,725.23	61.25
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	0.00	150.25	0.00 349.75	30.05
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	0	0	0.00	0.00	0.00 0.00	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	34,300.00	0.00 (2,300.00)	107.19
459.12	TML REIMBURSEMENTS	0	0	0	0.00	24,252.78	0.00 (24,252.78)	0.00
459.14	ABATEMENT REIMBURSEMEN	0	0	0	0.00	2,195.00	0.00 (2,195.00)	0.00
459.15	HURRICANE	0	0	0	0.00	0.00	0.00 0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00 2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	11.00	0.00 (11.00)	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	32.35	16,261.02	0.00 (6,261.02)	162.61
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	6,000.00	0.00 0.00	100.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00 0.00	0.00
	TOTAL OTHER REVENUE	550,950	550,950	0	32.35	389,444.82	0.00 161,505.18	70.69
GRANT AND CONTRIBUTION R								
482.00	GRANT REVENUE	258,656	258,656	0	20,000.00	20,000.00	0.00 238,656.00	7.73
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	1,813.75	0.00 (13.75)	100.76
484.59	CALHOUN COUNTY-FIRE	240,577	240,577	0	0.00	247,319.87	0.00 (6,742.87)	102.80
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	572,033	572,033	0	20,000.00	340,133.62	0.00 231,899.38	59.46
INTERGOVERNMENTAL REVENUE								
492.01	XFER IN- 504 PORT COMM	51,181	51,181	0	4,265.08	46,915.88	0.00 4,265.12	91.67
492.02	XFER IN- 501 UTILITY F	1,135	1,135	0	94.58	1,040.38	0.00 94.62	91.66
492.04	XFER IN- 503 BEACH FUN	6,157	6,157	0	513.08	5,643.88	0.00 513.12	91.67
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	230.80	0.00 (230.80)	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	531,846	531,846	0	0.00	0.00	0.00 531,846.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	285,464	285,464	0	23,788.67	261,675.37	0.00 23,788.63	91.67
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00 0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	875,783	875,783	0	28,661.41	315,506.31	0.00 560,276.69	36.03

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

Section VII. Item #E.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	11,639,342	11,639,342	0	495,952.08	10,586,581.57	0.00	1,052,760.43	90.96

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

Section VII. Item #E.

501-PUBLIC UTILITY FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	7,182,792	7,182,792	0	638,846.67	6,429,349.64	0.00	753,442.36	89.51
FINES & FORFEITURES	240,000	240,000	0	10,789.01	109,701.08	0.00	130,298.92	45.71
OTHER REVENUE	120,000	120,000	0	710.33	92,812.70	0.00	27,187.30	77.34
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	7,542,792	0	650,346.01	6,631,863.42	0.00	910,928.58	87.92
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	157,108	0	13,037.03	123,131.84	0.00	33,976.16	78.37
BILLING	416,963	416,963	0	31,462.24	381,315.18	28,482.10	7,165.72	98.28
MAINTENANCE	1,347,812	1,347,812	0	228,661.28	1,031,868.65	555,212.98 (	239,269.63)	117.75
WASTEWATER TREATMENT	1,007,105	1,007,105	0	130,516.67	1,269,205.64	117,071.84 (	379,172.48)	137.65
NON-DEPARTMENTAL	4,136,641	4,136,641	0	350,865.91	3,949,296.87	0.00	187,344.13	95.47
TOTAL EXPENDITURES	7,065,629	7,065,629	0	754,543.13	6,754,818.18	700,766.92 (	389,956.10)	105.52
REVENUES OVER/(UNDER) EXPENDITURES	477,163	477,163	0 (	104,197.12)	(122,954.76)	(700,766.92)	1,300,884.68	172.63-

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

Section VII. Item #E.

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
431.11 WATER-METERED	2,627,012	2,627,012	0	261,270.70	2,589,548.53	0.00	37,463.47	98.57
431.12 WATER-BULK	0	0	0	0.00	194.94	0.00 (	194.94)	0.00
431.13 WATER-METERED COUNTY	95,014	95,014	0	8,183.65	79,536.54	0.00	15,477.46	83.71
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	133,883.45	1,387,105.40	0.00	180,267.60	88.50
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	68,541.85	733,086.54	0.00	346,776.46	67.89
431.23 SEWER COUNTY	67,205	67,205	0	6,754.58	60,062.95	0.00	7,142.05	89.37
431.25 SEWER-LOW PRESSURE (LP	975	975	0	120.00	1,320.50	0.00 (	345.50)	135.44
431.31 WASTE-GARBAGE COLLECTI	927,373	927,373	0	83,951.32	870,807.42	0.00	56,565.58	93.90
431.32 SPRING CLEANUP	100,000	100,000	0	2,558.48	22,075.20	0.00	77,924.80	22.08
432.05 GBRA FEES	631,277	631,277	0	52,028.40	572,842.38	0.00	58,434.62	90.74
432.11 WATER TAPS	20,000	20,000	0	12,564.24	17,439.24	0.00	2,560.76	87.20
432.21 SEWER TAPS	4,000	4,000	0	805.00	4,375.00	0.00 (	375.00)	109.38
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	1,200	1,200	0	2,695.00	16,935.00	0.00 (	15,735.00)	1,411.25
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	0.00	130.00	0.00	870.00	13.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	5,220.00	72,990.00	0.00 (	12,990.00)	121.65
432.64 SERVICE TEMP WATER	500	500	0	270.00	900.00	0.00 (	400.00)	180.00
432.65 SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	7,182,792	7,182,792	0	638,846.67	6,429,349.64	0.00	753,442.36	89.51
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	90,000	90,000	0	10,789.01	109,661.08	0.00 (	19,661.08)	121.85
442.02 CONTRACT REVENUE	150,000	150,000	0	0.00	40.00	0.00	149,960.00	0.03
TOTAL FINES & FORFEITURES	240,000	240,000	0	10,789.01	109,701.08	0.00	130,298.92	45.71
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	38,000	38,000	0	0.00	23,950.30	0.00	14,049.70	63.03
459.03 RETURNED CHECK FEE	1,000	1,000	0	270.00	1,320.00	0.00 (	320.00)	132.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	440.33 (	40.00)	0.00	35,040.00	0.11-
459.08 CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	0.00	67,569.49	0.00 (	24,569.49)	157.14
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	12.91	0.00	987.09	1.29
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	120,000	120,000	0	710.33	92,812.70	0.00	27,187.30	77.34
<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	7,542,792	7,542,792	0	650,346.01	6,631,863.42	0.00	910,928.58	87.92

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

Section VII. Item #E.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	576,905	576,905	0	0.00	435,495.02	0.00	141,409.98	75.49
OTHER REVENUE	14,500	14,500	0	0.00	19,880.97	0.00	(5,380.97)	137.11
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	591,405	591,405	0	0.00	455,375.99	0.00	136,029.01	77.00
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>638,804</u>	<u>638,804</u>	<u>0</u>	<u>54,799.23</u>	<u>601,351.52</u>	<u>0.00</u>	<u>37,452.48</u>	<u>94.14</u>
TOTAL EXPENDITURES	638,804	638,804	0	54,799.23	601,351.52	0.00	37,452.48	94.14
REVENUES OVER/(UNDER) EXPENDITURES	(47,399)	(47,399)	0	(54,799.23)	(145,975.53)	0.00	98,576.53	307.97

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

Section VII. Item #E.

503-BEACH OPERATING FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	230,000	230,000	0	5,950.71	146,075.14	0.00	83,924.86	63.51
OTHER REVENUE	4,500	4,500	0	0.00	31,300.60	0.00	(26,800.60)	695.57
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	234,500	234,500	0	5,950.71	177,375.74	0.00	57,124.26	75.64
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	210,294	210,294	0	13,850.77	133,005.65	0.00	77,288.35	63.25
TOTAL EXPENDITURES	210,294	210,294	0	13,850.77	133,005.65	0.00	77,288.35	63.25
REVENUES OVER/(UNDER) EXPENDITURES	24,206	24,206	0	(7,900.06)	44,370.09	0.00	(20,164.09)	183.30

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

Section VII. Item #E.

504-PORT & HARBORS FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	86,976.29	733,663.22	0.00	(60,974.22)	109.06
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	0.00	49,289.38	0.00	(13,689.38)	138.45
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	200,000.00	0.00	1,000,000.00	16.67
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	86,976.29	982,952.60	0.00	938,051.40	51.17
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	189.44	1,406.84	0.00	15.16	98.93
CITY HARBOR	7,000	7,000	0	0.00	2,858.94	0.00	4,141.06	40.84
HARBOR OF REFUGE	330,000	330,000	0	0.00	294,435.00	19,503.57	16,061.43	95.13
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA OPERATIONS	30,000	30,000	0	6,800.26	13,697.09	0.00	16,302.91	45.66
	<u>1,804,066</u>	<u>1,804,066</u>	<u>0</u>	<u>52,233.45</u>	<u>559,309.54</u>	<u>49,800.00</u>	<u>1,194,956.46</u>	<u>33.76</u>
TOTAL EXPENDITURES	2,183,488	2,183,488	0	59,223.15	871,707.41	69,303.57	1,242,477.02	43.10
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	27,753.14	111,245.19	(69,303.57)	(304,425.62)	15.98-

001

922,824.00 +
122,955.00 -
145,976.00 -
44,370.00 +
111,245.00 +
809,508.00 *

COMMUNICATION

SUBJECT: Review Quarterly Investment Report (04/01/2024 thru 06/30/2024)

INFORMATION:


City of Port Lavaca
 Quarterly Investment Report
 4/1/2024 - 6/30/2024

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	3/31/2024	6/30/2023	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
			10%	<u>Demand Deposits</u>											
N/A	N/A			Payroll First National Bank		\$ 9,513	\$ 8,333	0.0000%		\$ 8,333	\$ 8,333				\$ -
N/A	N/A			Pooled Cash First National Bank		\$ 5,371,311	\$ 3,452,427	1.5000%		\$ 3,452,427	\$ 3,452,427				\$ 17,076
N/A	N/A			Fireman's Retirement First National Bank		\$ 350	\$ 50	0.0000%		\$ 50	\$ 50				\$ -
N/A	N/A			Checking First National Bank		\$ -	\$ -	0.0000%		\$ -	\$ -				\$ -
N/A	N/A			Flip Flip First National Bank		\$ 1	\$ 1	0.0000%		\$ 1	\$ 1				\$ -
N/A	N/A			Parks Donation First National Bank		\$ -	\$ 5,000	0.0000%		\$ 5,000	\$ 5,000				\$ -
			90%	<u>Local Government Investment Pools</u>											
N/A	46 *			Consolidated Cash Logic		\$ 12,108,231	\$ 12,272,828	5.4105%	5.1100%	\$ 12,272,828	\$ 12,268,103				\$ 164,597
N/A	46 *			Series 2022 Capital Projects Logic		\$ 5,940,951	\$ 6,021,711	5.4105%	5.1100%	\$ 6,021,711	\$ 6,019,393				\$ 80,760
N/A	46 *			Series 2024 Capital Projects Logic		\$ -	\$ 14,198,535	5.4105%	5.1100%	\$ 14,198,535	\$ 14,193,069				\$ 188,334
N/A	40 *			Series 2024 Capital Projects Texstar		\$ 14,008,163	\$ -	5.2554%	5.1100%	\$ -	\$ -				\$ -
Total Investments						\$ 37,438,520	\$ 35,958,885	1.9650% Average		\$ 35,958,885	\$ 35,946,375	\$ -			\$ 450,767

* Weighted Average Maturity

Total Interest for April 1, 2024 through June 30, 2024

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

 07/17/24
 Britney Hogan
 Interim Finance Director
 Date

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca – August 2024 SEPTEMBER COUNCIL MEETING (updated)

Residential Incentives Draft

- Pending (still) – presented to Council on January 29th. The VEDC is waiting on the direction of the City Council.
- Residential Development – VEDC Staff speaking to comptroller’s office to better understand how to present the use of TIRZ and PID for development. Contacted a developer who has a proven track record in smaller communities, utilizing TIRZ and PID, with no direct money out of pocket for the City. VEDC staff will bring more information and set up a meeting with the City Manager, before bringing it to Council.

Marketing

- VEDC is currently updating the update the VEDC website to include a page/tab for Port Lavaca that will include economic development information specific to Port Lavaca (on going)
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”. We can present the process to council during a later meeting (if/when preferred).
 - First steps required include:
 - VEDC Staff (the invitation will be extended to Tania French at the chamber, as well) to attend a workshop hosted by the state. THEY ARE WORKING ON SCHEDULING ONE IN THE FALL. The FF staff is supposed to contact VEDC staff to update on a date.
 - Updating forms to be presented and approved by City Council (working on those now)

Business

- VEDC staff presented to City Council on August 12th, updating on all of the ongoing projects, with a focus on Calhoun County.
- Working with a potential shoe retailer (consultant) looking to possibly have a location in Port Lavaca.
- Having met with a consultant on August 23rd, CM and VEDC staff are working on an Economic Impact Analysis as it relates to Safe Harbor Refuge.
- VEDC staff will have a regularly scheduled meeting with CM on a monthly basis.
- VEDC staff will meet with CM marketing plan for vacant buildings/lots and other sites and will target those sites.
- VEDC staff will schedule regular visits to businesses located in Port Lavaca, beginning with those downtown.
- VEDC staff will be attending retail attraction trade shows, effective 4th quarter 2024 (schedule will follow). Discuss what a “wish list” would be for retail (ie. Carwash, shoe store, etc).
- Working with Chamber to schedule meetings with business owners/ roundtable discussion (*hopefully September, definitely in October*).

Projects

- VEDC is working with a new DOW supplier that will have an economic impact, to include some jobs, in the community.

- WGS is still a very active project. This would be at the ALCOA site and originally would result in 1,500 jobs.
- Project Lynas is still active
- 4 other (previously 3) large projects are being worked on in the region which will result in many jobs, if sites are selected. Everyone is still in the planning stages.

Other

- VEDC held their Quarterly Open Board Meeting on August 28th and Jonas Titas, President, updated on all projects. (Council members should be receiving invitations to these – if not, please let VEDC staff know asap. Mark the calendar for **NOVEMBER 14th** for the next one). The event was well attended, and the food was great!

COMMUNICATION

SUBJECT: Ratify the 5-year lease of Tracts 9 and 9A to Prestige

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE September 1, 2024

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

TENANT

Company name & address PRESTIGE OYSTERS, INC.
P.O. BOX 8448
BACLIFF, TX 77518

Home office address SAME

Contact #s Blerim Halili 281-339-2111

Local responsible party blerim@prestigeoysters.com

Contact #, email info@prestigeoysters.com

Emergency contact Lisa Halili 281-339-2111

PREMISES

TRACT #'s: CITY HARBOR: 9 and 9A; 0.68 acre; 576 LF dock space

TERM

Commencement Date September 1, 2024

Termination Date August 31, 2029

Monthly Rate \$2,900.00

Annual Rent adjustment: Municipal Cost Index with a min. of 2% and a max. of 5%

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 September 1, 2024 (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 PRESTIGE OYSTERS, 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 9 AND 9A WITH 576 LF OF DOCK SPACE, 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 Circular No. 1, 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, Prestige Oysters, 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 5 Years commencing on the first day of September 2024 and continuing until August 31, 2029. 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 and Dock Space. Tenant shall pay to City monthly rent of **\$2,900.00** per month, beginning September 1, 2024 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 5.08. Land Rent upon Holdover. If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. 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. Fencing and Utilities. Tenant may, at its sole cost and expense, provide for any appropriate fencing for the Leased Premises which shall become a permanent fixture of the Lease Premises. 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:
PRESTIGE OYSTERS, INC.
P.O. BOX 8448
BACLIFF, TX 77518

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

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

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

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the

singular shall include the plural wherever and as often as may be appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

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

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

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.


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

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

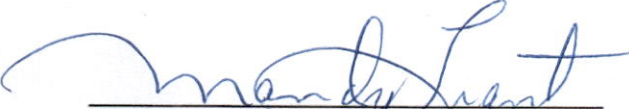
[Signatures follow on Next Page]

EFFECTIVE September 1, 2024 and EXECUTED this 30TH day of August, 2024


CITY OF PORT LAVACA:


John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT

By: 
Name: Blerim Halili
Title: Admin



CERTIFICATE OF LIABILITY INSURANCE

Section VII. Item #/I.
08/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell Insurance Agency 6575 West Loop S Suite 185 Bellaire TX 77401	CONTACT NAME: Thalia Lira PHONE (A/C, No, Ext): 713-661-7700 FAX (A/C, No): 713-661-6472 E-MAIL ADDRESS: Thalia@bobmitchellinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACCEPTANCE IND INS CO INSURER B: Chubb European Group INSURER C: Crum & Forster INSURER D: U.S. Specialty Insurance Co. INSURER E: INSURER F:	NAIC # 20010 44520
INSURED Prestige Oysters, Inc P.O. Box 8448 Bacliff TX 77518	

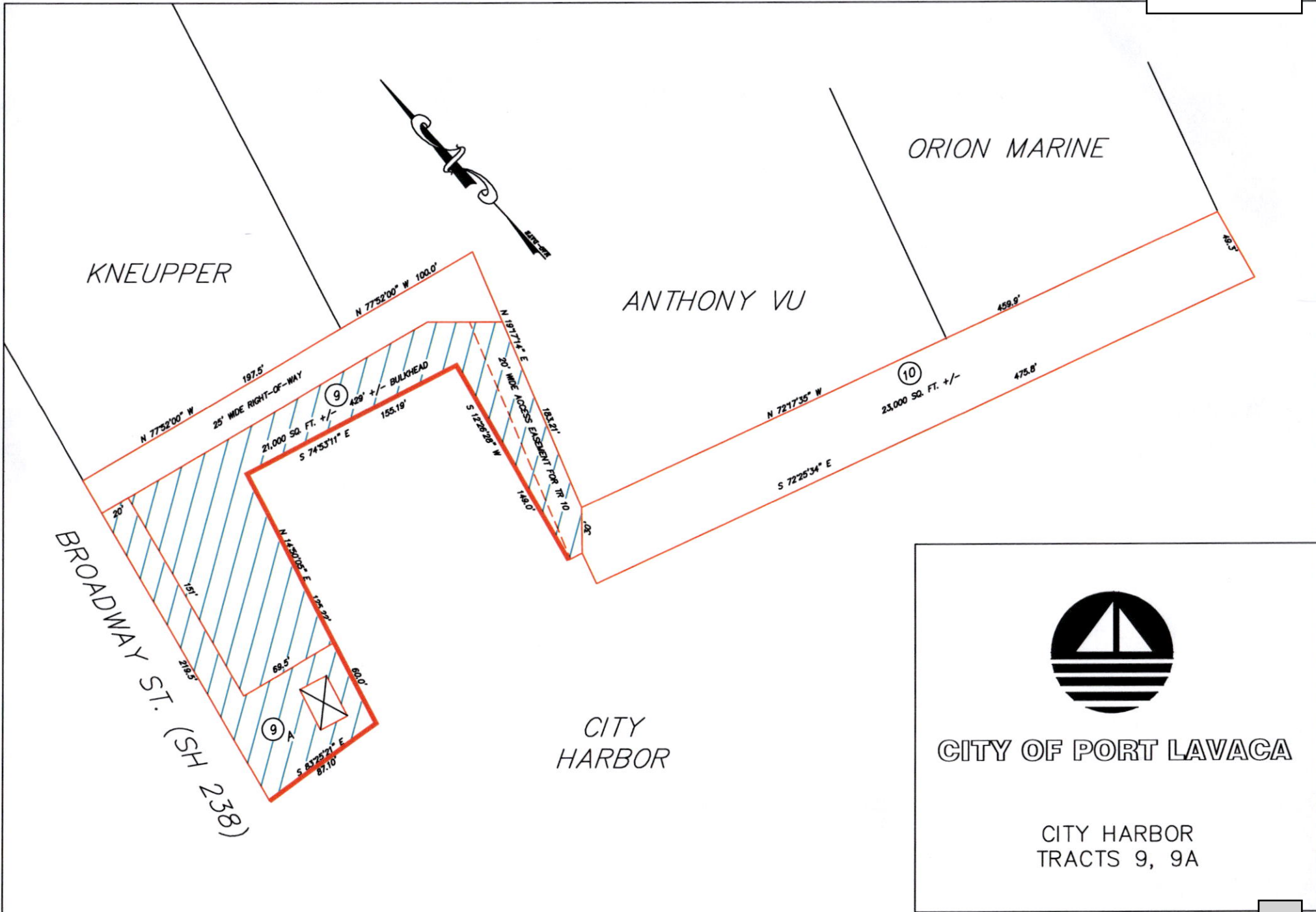
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BRK0001359 03	04/20/2024	04/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EMM0001477 02	04/20/2024	04/20/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Motor Truck Cargo			B1180D221071/231	03/11/2024	03/11/2025	Limit: \$100,000, Deductible: \$1,000
C	Excess Liability: Each Occurrence/Gener			SEO-129736	04/20/2024	04/20/2025	Limit: \$8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General liability includes a blanket waiver of subrogation and blanket additional insured when required by written contract.
This Policy 'B1180D221071/231' has Reefer Breakdown Liability (Limit: \$Included). Carrier: 'Chubb European Group', Effective Date: '03/11/2024', Expiration Date: '03/11/2025'.
This Policy 'B1180D221071/231' has Trailer Interchange (Deductibles - Comp: \$, Limit: \$). Carrier: 'Chubb European Group', Effective Date: '03/11/2024', Expiration Date: '03/11/2025'.

CERTIFICATE HOLDER City of Port Lavaca, Texas, a Texas home rule municipality 202 N Virginia St Port Lavaca TX 77979-3431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thalia Lira</i>
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CITY OF PORT LAVACA

CITY HARBOR
TRACTS 9, 9A

COMMUNICATION

SUBJECT: Ratify the 2-month up to 6-month lease of the boat slips CH-2 and CH-3 and 0.4 acre +/- of PID No. 19213 (old freezer lant site) to Mike Hooks, LLC

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **September 1, 2024**

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

TENANT

Company name & address MIKE HOOKS

Home office address _____

Contact #s _____

Local responsible party Mr. Allister

Contact #, email 337-499-1130

Emergency contact _____

PREMISES

BOAT SLIPS CH 2 AND CH3 AND 0.4 AC +/- OF PID 19213

TERM

Commencement Date September 01, 2024

Termination Date October 31, 2024

Monthly Rate \$1,050.00

Option: With 30 days advance notice, Tenant shall have option to extend the lease agreement for an additional month up to a maximum lease term of 6 months.

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 September 1, 2024 (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 MIKE HOOKS, LLC. (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 tracts of land located at the CITY HARBOR, City of Port Lavaca, Texas, identified as TRACT SLIP CH2 AND TRACT SLIP CH3 AND 0.4 AC +/- OF PROPERTY ID NO. 19213 (Located at the corner of Harbor St. and Fulton St. with entrance from Harbor St.) 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 for the boat slips CH-2 and CH3, the dockage of a single crew boat per slip including the loading and unloading of cargo, personnel, etc. as may be necessary in the operation of the business of Mike Hooks, LLC.; use of the transportation infrastructure access via the access easement across Scully’s parking lot. The Permitted Use of Property ID NO. 19213 shall be for parking of employees and contractors of Mike Hooks, LLC in an organized manner approved by the Harbor Master; 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 2 MONTHS commencing on the first day of September 2024 and continuing until October 31, 2024. Tenant shall have the right with thirty (30) days advance written notice to City to extend the lease agreement for an additional month on a month-to-month basis up to a maximum lease term of 6 months. 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. See “Permitted Use” in definitions above.

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 Rent. Tenant shall pay to City monthly rent of **\$1,050.00** per month, beginning September 1, 2024 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be prorated for any partial month. (*\$275.00 each for Boat Slips CH2 and CH3 and \$500.00 for 0.4 ac +/- for parking*)

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 **Thirty (30)** 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, HERINAFTER 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 HERINAFTER 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:
MIKE HOOKS, LLC

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

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

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability

does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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

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

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

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

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

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

[Signatures follow on Next Page]

EFFECTIVE SEPTEMBER 1, 2024 and **EXECUTED** this ____ day of _____, _____.

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

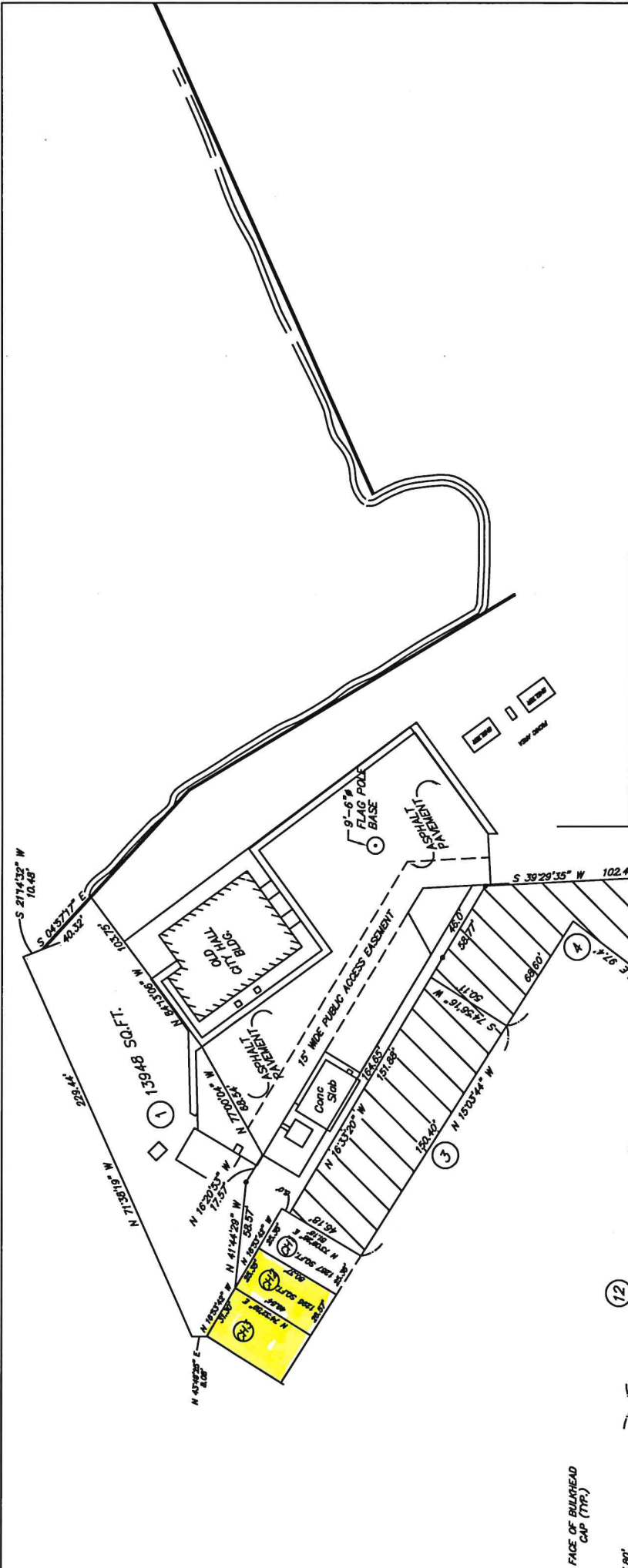
Mandy Grant, City Secretary


TENANT

By: _____

Name: _____

Title: _____





CITY OF PORT LAVACA

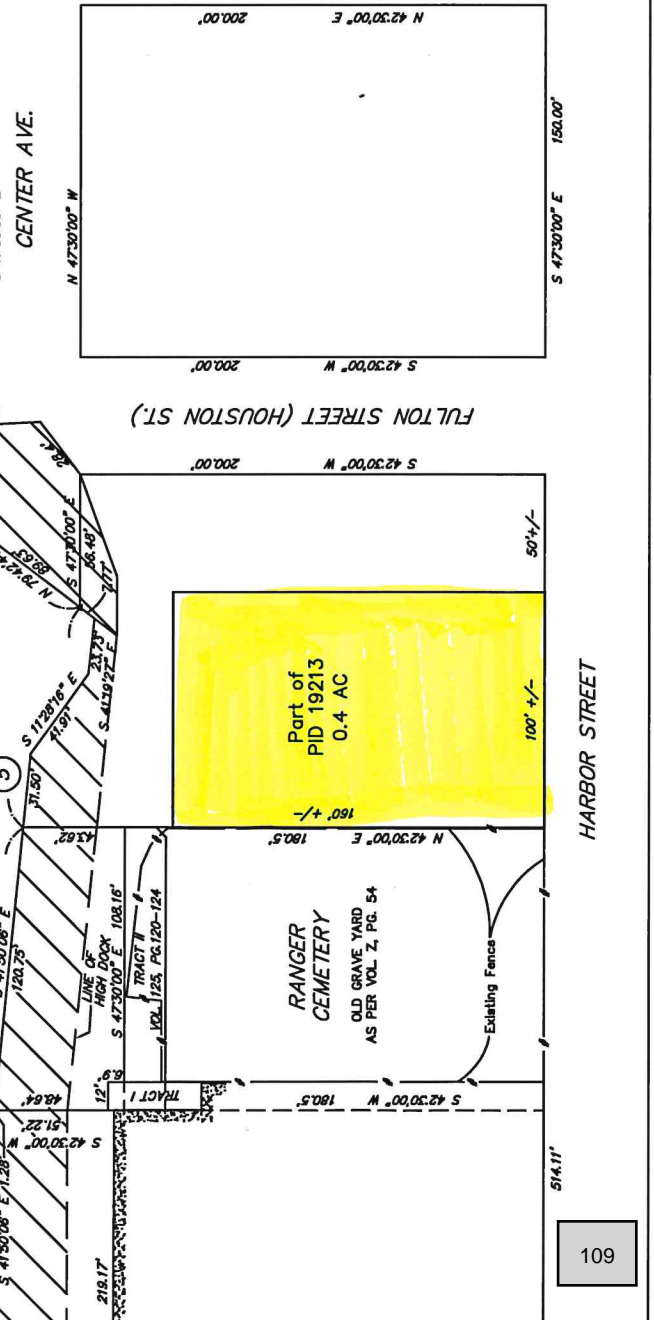
Section VII. Item #/.

CITY HARBOR
TRACTS SLIP CH2, SLIP CH
0.4 AC +/- of PID 19213

SITE PLAN

8.30.2024

1 of 1



COMMUNICATION

SUBJECT: Review proposed FYE 2025 Undine Budget and proposed plan to address TTHM Levels with representatives of Undine. Presenter is Jody Weaver

INFORMATION:

Undine Wholesale Supply LLC
2024 - 2025 Budget

	Total 2024 - 2025 Budget	Port Lavaca 2024 - 2025 Budget
GPD Committed	6,000,000	4,000,000
% of Total		66.67%
Projected Expenses		
Purchased Power	\$ 142,418	\$ 94,950
Chemicals	381,343	254,242
Contract Management Fees	894,156	596,134
Repairs & Maintenance	82,000	54,669
Materials & Supplies	6,439	4,293
Testing	31,029	20,687
Bank Fees	214	143
Insurance	64,024	42,685
Telephone/Mission Units Monitoring	9,198	6,132
Property & Franchise Taxes	50,901	33,936
Audit Fees	42,500	28,335
Other Operating Expenses	14,691	9,794
Administrative and General	803,588	535,752
Depreciation and amortization	262,685	175,132
Interest Expense - Debt	86,643	57,765
Income Taxes	102,750	68,503
Total Utility Operating Expenses	<u>\$ 2,974,579</u>	<u>\$ 1,983,152</u>
Margin	-	11.5%
Revenue Requirement		\$ 2,240,849
Net Income		<u>\$ 257,698</u>
Margin		11.50%
Monthly Charge		\$ 186,737

Undine Wholesale Supply LLC
2024 - 2025 Budget

	Port Lavaca 2024 - 2025 Budget	Port Lavaca 2023 - 2024 Budget	Increase	
GPD Committed	4,000,000	4,000,000		
% of Total	66.67%	66.67%		
Projected Expenses				
Purchased Power	\$ 94,950	\$ 74,724	\$ 20,226	Increase based on Actual TTM results plus est. inflation
Chemicals	254,242	161,208	93,034	Increase based on Actual TTM results plus est. inflation
Contract Management Fees	596,134	607,334	(11,201)	Reduced to reflect current contract rate with H2O
Repairs & Maintenance	54,669	140,167	(85,498)	Reduced based on Actual TTM results and H2O's Estimate
Materials & Supplies	4,293	-	4,293	Increase based on Actual TTM results plus est. inflation
Testing	20,687	21,561	(874)	Reduced based on Actual TTM results
Bank Fees	143	1,560	(1,417)	Reduced based on Actual TTM results
Insurance	42,685	61,387	(18,702)	Reduced to reflect current Policy
Telephone/Mission Units Monitoring	6,132	4,824	1,308	Increase based on Actual TTM results and current Mission Contract
Property & Franchise Taxes	33,936	40,554	(6,618)	Reduced based on lower anticipated Property Tax Rate
Audit Fees	28,335	-	28,335	New charge for Audit per Agreement
Other Operating Expenses	9,794	6,360	3,434	Increase based on Actual TTM results plus est. inflation
Administrative and General	535,752	269,501	266,250	Increase based on adjustment to ERC estimate, higher allocation
Depreciation and amortization	175,132	120,823	54,309	Increase related to higher Fixed Asset Balance
Interest Expense - Debt	57,765	66,607	(8,842)	Reduced based on current Interest Rates
Income Taxes	68,503	56,400	12,103	Increase related to higher Revenue Requirement
Total Utility Operating Expenses	\$ 1,983,152	\$ 1,633,012	\$ 350,140	
Margin	11.5%	11.5%		
Revenue Requirement	\$ 2,240,849	\$ 1,845,211	\$ 395,638	
Net Income	\$ 257,698	\$ 212,199		
Margin	11.50%	11.50%		
Monthly Charge	\$ 186,737	\$ 153,768	\$ 32,970	

Undine Wholesale Supply LLC
2024 - 2025 Budget

	Port Lavaca 2024 - 2025 Budget	Port Lavaca 2023 - 2024 Budget	Increase	
GPD Committed	4,000,000	4,000,000		
% of Total	66.67%	66.67%		
Projected Expenses				
Purchased Power	\$ 94,950	\$ 74,724	\$ 20,226	Increase based on Actual TTM results plus est. inflation
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Margin	11.50%	11.50%		
Monthly Charge	\$ 186,737	\$ 153,768	\$ 32,970	

COMMUNICATION

SUBJECT: Receive presentation from Enterprise on the vehicle lease program. Presenter is Anastacia Maples

INFORMATION:

City of Port LaVaca

Partnership Update

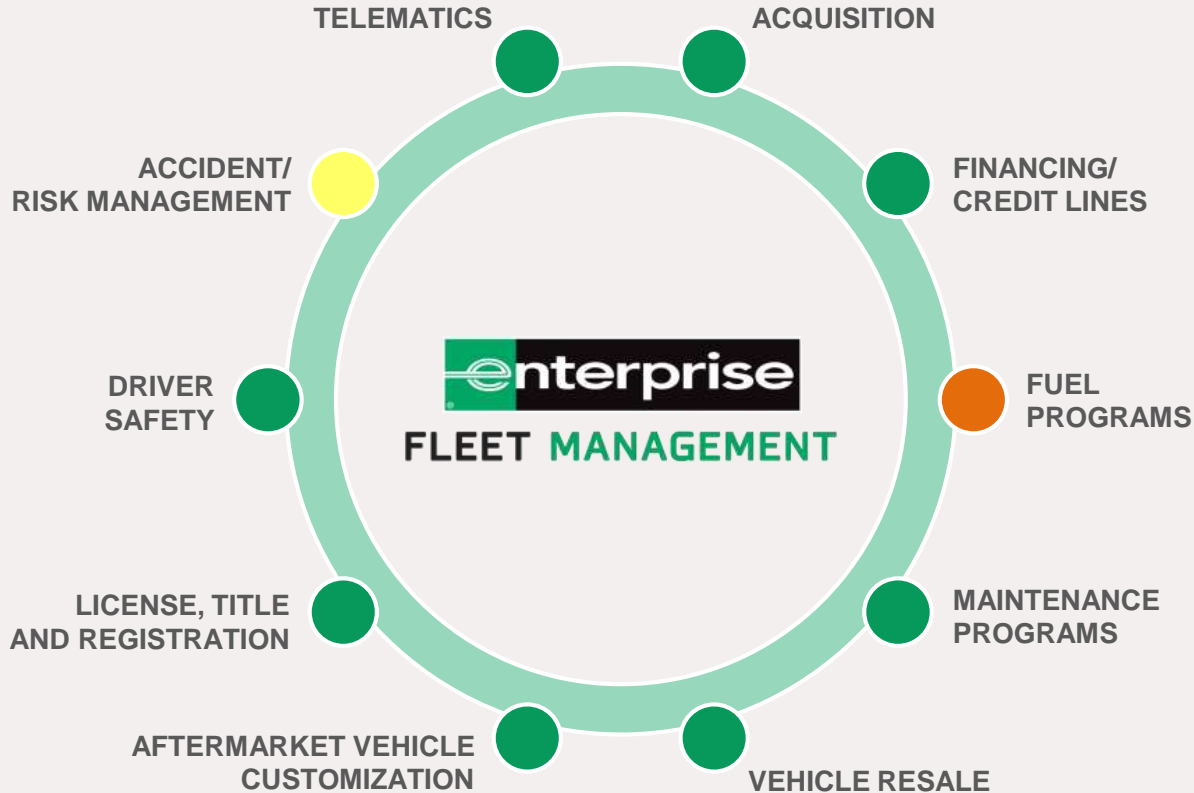
September 9, 2024

CONFIDENTIAL AND PROPRIETARY



FLEET MANAGEMENT

DELIVERING SOLUTIONS. DRIVING RESULTS.



Effective Vehicle Life Cycle

Section VIII. Item #2.

One of the important elements of Fleet Management is knowing the economics of when to replace vehicles

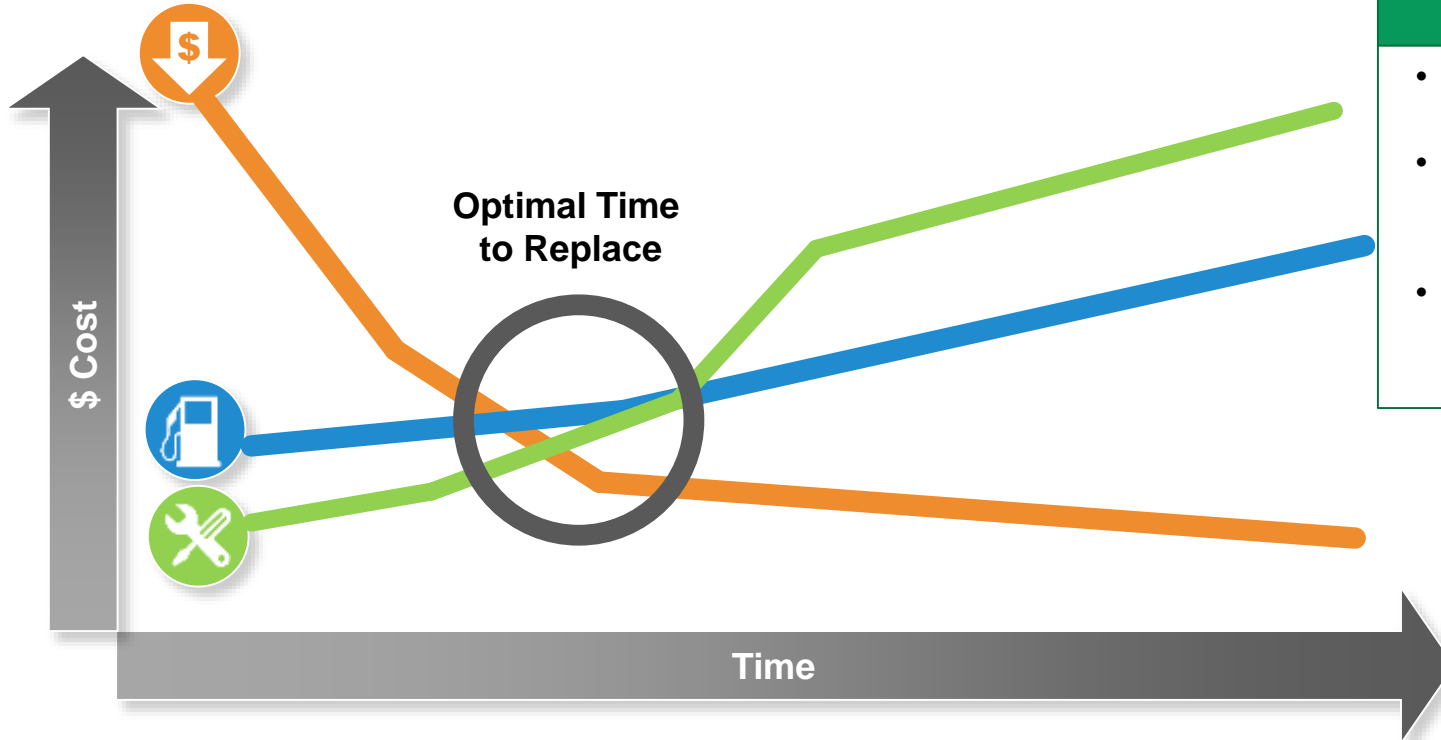
Enterprise analyzes the following items before making recommendations:

- Used vehicle prices / Vehicle resale environment
- Maintenance expenses / downtime
- Fuel and fuel economy standards
- Appearance and branding
- Vehicle incentives



EFFECTIVE VEHICLE LIFECYCLE:

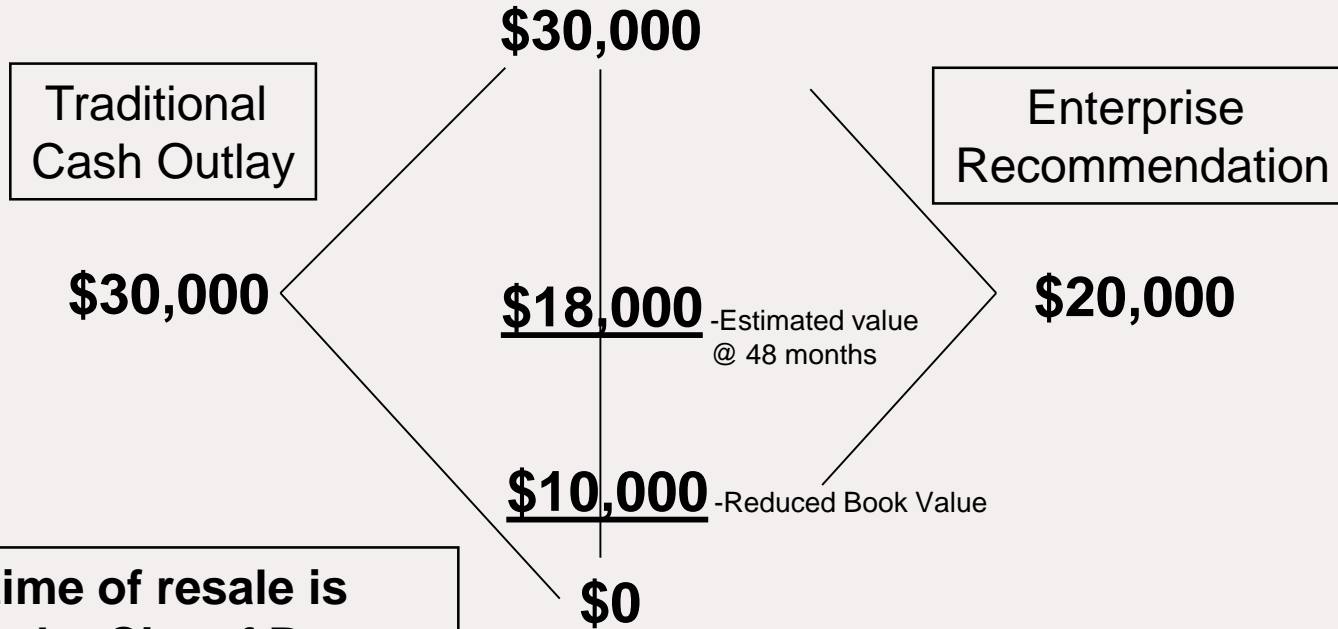
Section VIII. Item #2.



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

Open-Ended Equity Leasing Model



Equity at time of resale is returned to the City of Port LaVaca or rolled into replacement vehicle, reducing ongoing costs

INDUSTRY UPDATE

A look into Total Cost of Ownership trends since the beginning of Partnership - December 2021



Acquisition

+16

new vehicle prices



Fuel

+0.5% | **-3.5%**
GAS | DIESEL

price per gallon



Funding

+94
BPS

3-year treasury
interest rate



Remarketing

+18%

resale value



Maintenance

+37%

repairs



Insurance

+11%

premium increase

Sources: BankRate, Wards Intelligence, LMC Automotive, Automotive Fleet Magazine, Cox Automotive, Property Casualty 360, WEX

INDUSTRY UPDATE: INVENTORY SHORTAGE (2021 – 2023)



Operational Challenges

	<u>Pre-Pandemic</u>	<u>Current</u>
Stock Searches	3 Days	3 Weeks
Lead Times	12-16 Weeks	52 Weeks
Inventory Levels	3.75 Million	1.2 Million
Avg Vehicle Cost	\$27,000	\$47,000



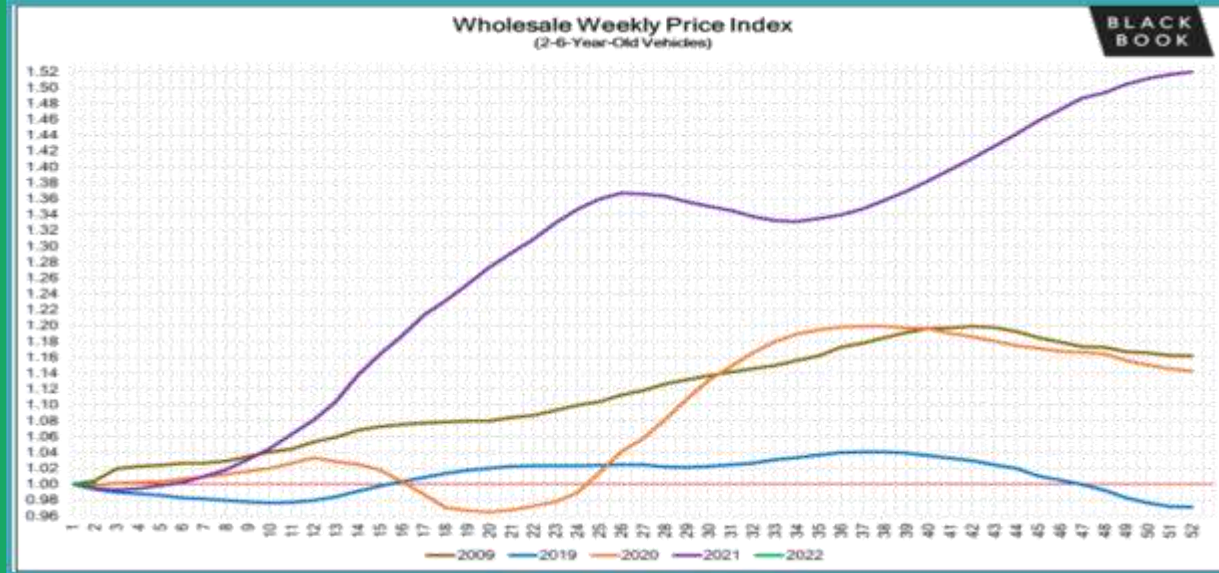
Dealers holding vehicles for retail vs. fleet



Volume incentive agreements different terms if at all

VEHICLE INVENTORY CHALLENGES

Section VIII. Item #2.



Where We Started

Fleet Overview– December 2021 at Partnership Closure

Section VIII. Item #2.

Prior to Partnership	
Average Fleet Size:	35
Total Fleet Value:	\$120,788
Different Vehicle Classes	16
Annual Maintenance Expense	\$63,840
Average Monthly Maintenance by Unit	\$162.00
Annual Fuel Expense	\$51,100
Average Annual Miles	8,100
Average Miles Per Gallon	10

Safety Concerns:

- Units predating Anti-Lock Brakes (2007): **2**
- Units Predating Electronic Stability Control (2012): **7**
- Units that predate standardization of back up camera (2018): **29**

On Our Way

Strategic Planning to Push us Forward

Acquisitions

Total Delivered

33

\$114,136 in
Gov't Incentives

Remarketing

Units Sold

24

\$80,825 in
recaptured funds

Telematics - GeoTab

Driver Safety data

Accurate Mileage

GeoTracking

Maintenance Program

Oversight of all
Repairs by ASE
certified
Technicians

No Repair
approved without
Maintenance
Approval

How Far We Have Come

Fleet Overview– End of Fiscal Year 2024

Section VIII. Item #2.

	Prior to Partnership	End of FY24
Average Fleet Size:	35	45
Total Fleet Value:	\$120,788	\$1,405,801
Different Vehicle Classes	16	9
Annual Maintenance Expense	\$63,840	\$75,950.10
Average Monthly Maintenance by Unit	\$162.00	\$140.65
Annual Fuel Expense	\$51,100	\$126,375
Average Annual Miles	8,100	12,980
Average Miles Per Gallon	10	19

2025 FLEET PLAN CONSIDERATIONS

CONFIDENTIAL AND PROPRIETARY

GM Order Banks

Order Banks Open: Open

Section VIII. Item #2.

Production has Begun

Forecasted Lead Time: 2-3 months

Replacement Plan

16 Vehicles identified for Cycling

\$185,000 in deployed equity for down payments

Targeting 100% implementation of Program in FY25

Operational Goals

Department Heads taking Fleet Roles

Deviceless GeoTab Transition

WEX Fuel Card Program – Discuss Option through Sourcewell

Contribute Resale Units to City Auction

Plan in Action

6 Leases Sold Early to Decrease Cost of 3 Add'l Leases

Unit	Monthly Payment	Maintenance Cost	Government Incentives	Available Equity	New Payment w/ Maintenance
ANIMAL	\$0.00	\$270.00	\$3,400.00	\$10,000.00	\$812.78
CODE	\$0.00	\$787.87	\$3,400.00	\$10,000.00	\$812.78
UTIL BILL	\$0.00	\$708.52	\$3,400.00	\$10,000.00	\$812.78
PARKS	\$934.72	\$489.96	\$3,400.00	\$10,000.00	\$812.78
STREETS	\$934.72	\$489.96	\$3,400.00	\$10,000.00	\$812.78
UTIL MAINT	\$925.76	\$477.58	\$3,400.00	\$10,000.00	\$812.78
Public Works	\$935.26	\$489.96	\$3,400.00	\$10,000.00	\$812.78
PORT COMM	\$934.72	\$489.96	\$3,400.00	\$10,000.00	\$812.78
UTIL BILL	\$931.17	\$473.60	\$3,400.00	\$10,000.00	\$812.78
TOTAL	\$5,596.35	\$4,677.41			\$7,315.02

Replacing 6 Leased Units in addition to the 3 City Owned Vehicles will save **\$35,504.88** for the City in FY25



FLEET MANAGEMENT

Anastacia V. Maples

Anastacia.V.Maples@efleets.com

210.710.3833

COMMUNICATION

SUBJECT: Consider request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 12, 2024 beginning at 10:00 a.m.; the parade route will be from Sandcrab Stadium, San Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event.
Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING DATE: SEPTEMBER 09, 2024

DATE: 9/4/2024

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: CALHOUN COUNTY FAIR PARADE

The Calhoun County Fair Association requests approval, traffic control and waiver of any fees for the annual Fair Parade to be held at 10 a.m. Saturday, Oct. 12. The parade will begin at Sandcrab Stadium travel down San Faubian to Virginia Street to Main Street and end at Bayfront Peninsula Park

RE: CC Fair Parade 2024

Lorena Perez-Diaz <ldiaz@portlavaca.org>

Tue 9/3/2024 2:19 PM

To:Amanda Gonzalez/FTP2SF <AmandaG@ftpc.fpcusa.com>

Cc:Tania French <tfrench@portlavaca.org>;Mandy Grant <mgrant@portlavaca.org>;Colin Rangnow <crangnow@portlavaca.org>

Good afternoon Amanda,

Consider this received.

We will put this on the agenda for the September 9th City Council meeting. The meeting will be at 6:30 p.m.

*Lorena Perez-Diaz
City of Port Lavaca
Assistant City Secretary
(361)552-9793 Ext. 223*

From: Amanda Gonzalez/FTP2SF <AmandaG@ftpc.fpcusa.com>
Sent: Tuesday, September 3, 2024 10:04 AM
To: Lorena Perez-Diaz <ldiaz@portlavaca.org>
Subject: CC Fair Parade 2024

Good Morning,

It is at the request of the Calhoun County Fair Association that we get in the agenda for approval of the 2024 Fair Parade scheduled for October 12,2024. The them this year will be "Denim & Diamonds". We will have a lineup at the CHS Stadium and using the Hwy 35 entrance only. The parade route will be start up at Sam Fabion, right on Virginia, left on Main, and end at the Bayfront. The parade will begin line up at 9:00 am and start-up to begin at 10:00 am. We will need police escort for securing a roadblock. If approved, can you let me know when the meeting date and time is?

Thanks

Amanda Gonzalez



Administrative Assistant – PPII

Phone 361/987-8426

Fax 361/987-8425

Cell 361/482-8464

Email:amandag@ftpc.fpcusa.com

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COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the “Marian Rosary” procession parade on Sunday, October 13, 2024 beginning at 5:00 p.m. and also request waiver of any fees associated with the event.
Presenter is Colin Rangnow

INFORMATION:

OUR LADY OF THE GULF PROCESSIONS

Mary Lupita Reyes <m.reyes0707@yahoo.com>

Mon 9/2/2024 1:49 PM

To: Mandy Grant <mgrant@portlavaca.org>

Mandy,

I'm running a little behind in requesting permission for Our Lady of the Gulf's annual processions. Hopefully it's not too late to get them on the City's September agenda.

On Sunday, October 13 we are scheduled to have a Marian Rosary Procession and on Sunday, November 24th we are scheduled to have the Christ the King Processions. We will follow the same route as on previous occasions.

We will start at Our Lady of the Gulf's parking lot taking a right on S. Nueces St., walk two (20 blocks towards W. Live Oak St., turn right on Live Oak, walk three (3) blocks towards S. Ann St., taking a right on S. Ann walking one (1) block to W. Leona St. We will take a right on Leona St. and walk back to Nueces St. and back to Our Lady of the Gulf's parking lot.

We would very much appreciate the Police Department's escort to ensure our community is safe during the procession.

Thanks again and let me know if there are any issues or questions with our request

Mary Lupita Reyes
361-482-9932

COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 24, 2024 beginning at 6:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

INFORMATION:

OUR LADY OF THE GULF PROCESSIONS

Mary Lupita Reyes <m.reyes0707@yahoo.com>

Mon 9/2/2024 1:49 PM

To: Mandy Grant <mgrant@portlavaca.org>

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We would very much appreciate the Police Department's escort to ensure our community is safe during the procession.

Thanks again and let me know if there are any issues or questions with our request

Mary Lupita Reyes
361-482-9932

COMMUNICATION

SUBJECT: Conduct Public Hearing on the 2024-2025 fiscal year Budget. Presenter is
Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM _____

DATE: 8/20/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: PUBLIC HEARING ON BUDGET

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the FY 2024-2025 budget.

On August 19, 2024, the City Council voted to set a public hearing on the FY 2024-2025 budget. The City Council set the date and time for a Public Hearing on the budget for September 9, 2024.

Because the proposed tax rate exceeded the No-New-Revenue rate, legislation considers it a tax increase and requires special language to accompany the notice of public hearing on the budget.

The City has complied with the governing legislation and has published the Notice of Public Hearing for the budget in the newspaper of general circulation (Port Lavaca Wave) and on the City's website.

This public hearing will provide an opportunity for taxpayers to express their views on the City's 2024-2025 annual budget.

Only one public hearing is required and satisfies the requirements for a later vote on the ordinance adopting the annual budget.

No action required.

City of Port Lavaca, Texas
Notice of Public Hearing
Fiscal Year 2024-2025 Budget

This budget will raise more total property taxes than last year's budget by \$300,615 or 5.81%, and of that amount, \$101,676 is tax revenue to be raised from new property added to the tax roll this year.

The City Council of the City of Port Lavaca, Texas, will hold a public hearing on the Fiscal Year 2024-2025 Proposed Budget on Monday, September 9, 2024, at 6:30 p.m. at 202 North Virginia.

The proposed budget and budget message are available for public inspection at:

- Port Lavaca City Hall, 202 North Virginia Street; and
- The City of Port Lavaca website: <https://portlavaca.org/city-departments/finance-department>

COMMUNICATION

SUBJECT: Conduct Public Hearing on proposed 2024 Tax Rate. Presenter is Brittney Hogan

INFORMATION:


CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM _____

DATE: 8/20/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: PUBLIC HEARING ON TAX RATE

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the 2024 Tax Rate.

On August 19, 2024, the City Council took a record vote to propose a tax rate of \$0.8000, which is more than the previous year's tax rate, to be levied on properties within the City. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. The City Council set the date and time for a Public Hearing on the Tax Rate for September 9, 2024.

This public hearing will provide an opportunity for taxpayers to express their views on the tax increase as defined by legislation.

Only one public hearing is required and satisfies the requirements for a later vote on the ordinance establishing a tax rate.

No action required.

NOTICE OF PUBLIC HEARING

Section VIII. Item #7.

ON TAX INCREASE

A tax rate of \$0.8000 per \$100 valuation has been proposed by the governing body of City of Port Lavaca.

PROPOSED TAX RATE	\$0.8000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.7689 per \$100
VOTER-APPROVAL TAX RATE	\$0.8564 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Port Lavaca from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Port Lavaca may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Port Lavaca is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2024 AT 6:30 PM AT 202 N. VIRGINIA ST PORT LAVACA, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Port Lavaca is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the CITY COUNCIL of City of Port Lavaca at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:

Burke, Aguirre, Dent

Ward, Padron, Tippit

AGAINST the proposal: none

PRESENT and not voting: none

ABSENT: none

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Port Lavaca last year to the taxes proposed to be imposed on the average residence homestead by City of Port Lavaca this year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.7807	\$0.8000	increase of 0.0193 per \$100, or 2.47%
Average homestead taxable value	\$130,864	\$143,791	increase of 9.88%
Tax on average homestead	\$1,021.66	\$1,150.33	increase of 128.67, or 12.59%
Total tax levy on all properties	\$5,169,901	\$5,470,516	increase of 300,615, or 5.81%

For assistance with tax calculations, please contact the tax assessor for City of Port Lavaca at 361-552-9793 or INFO@PORTLAVACA.ORG, or visit PORTLAVACA.ORG for more information.

COMMUNICATION

SUBJECT: Consider new job description for Assistant to the Harbor Master. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM __

DATE: 09.04.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: PROPOSED JOB DESCRIPTION FOR NEW POSITION OF EXECUTIVE ASSISTANT TO HARBOR MASTER

BACKGROUND:

As discussed at the recent Budget Workshop, we are proposing to ADD the position of “Executive Assistant to the Harbor Master”. A copy of the proposed job description is attached.

The addition of this position will allow Rachel to concentrate on her duties as the HR Coordinator as well as function as the Executive Assistant to the City Manager as needed.

This position, will function as the secretary for the Port Commission, setting up and attending all meetings, taking minutes, prepare minutes for approval, keeping up with all lease and other payments owed to the City from Ports & Harbors properties, applying Municipal Cost Index and other utility increases when due per the various leases. This position will function as the assistant to the Harbor Master, operating in a mostly office environment, assisting with purchasing and procurement, preparing draft lease documents, correspondence, record keeping and filing and organizing historical records of the Port Commission.

We are proposing this position with a pay grade of 36 (\$38,121.55 min / \$44,792.82 min. / \$51,464.09). Other positions in this grade are Administrative Assistant, Code Enforcement Officer, Records Clerk, Utilities Operator.

We had originally discussed officing this position with Jim at Nautical Landings, however we recently realized that his office is not ADA accessible and part of the job functions of this position is to meet with and assist the public with questions and help boat owners and others in filling out their lease agreements, etc. This needs to occur in a location that is fully accessible to the public. In addition, the Harbor Master and the assistant need to be able to easily work and communicate together. So, we are proposing to office this position and the Harbor Master into the area across the hall from the City Secretary (where the permit clerk and code enforcement officer used to sit) and room will be created for them in the north end remodel project. For the time being, the office at Nautical Landings will remain a field office for storage of materials, etc. for Jim.

RECOMMENDATIONS:

- 1) Approve the addition of one new position being “Executive Assistant to the Harbor Master” with the job description as presented.

ATTACHED: Job description of “Executive Assistant to the Harbor Master”

CITY OF PORT LAYACA

JOB TITLE: Executive Assistant to Harbor Master
DEPARTMENT: Ports & Harbors
JOB CODE: 1210

PAY GRADE: 36

JOB DEFINITION:

Under basic supervision, performs a variety of highly responsible administrative, technical support, and customer service duties for the Port Commission and Harbor Master. Provides technical and administrative support related to a variety of Administrative functions.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Performs technical support functions for Harbor Master, requiring understanding of municipal government operations, open meeting procedures, and City services and priorities; maintains information confidentiality, and performs duties with discretion and within scope of authority.
- Manages special assignments related to the Ports & Harbors fund, requiring knowledge of City policies and procedures.
- Maintains and updates a variety of computer databases and files; enters, edits, and retrieves data, and prepares reports.
- Gathers and assembles information and materials for special projects related to Ports & Harbors fund.
- Processes a variety of administrative forms, maintains City records and information tracking systems; prepares and updates records, forms, and reports; prepares complex correspondence, reports and administrative documents related to Port Commission properties, leases, Tariffs, etc.
- Attends City Port Commission meetings; prepares information packets; takes and distributes meeting minutes.
- Provides administrative support to the Port Commission and Harbor Master.
- Assists Harbor Master with the annual budget process, purchasing, and procurement.
- Updates information on the City's web site.
- Explains City rules, policies, and procedures; provides customer services, and retrieves and releases information according to procedures.
- Arranges and schedules appointments and meetings; opens and distributes mail; makes travel arrangements; processes registrations.
- Screens visitors and phone callers; resolves issues and complaints as appropriate.
- Orders and distributes supplies and processes invoices.
- Supports the relationship between the City and the general public by demonstrating courteous and cooperative behavior when interacting with clients, visitors, and City staff; maintains absolute confidentiality of work-related issues, client records, and City information; performs related duties as assigned or required.

KNOWLEDGE AND SKILLS REQUIRED:**Knowledge of:**

- City organization, operation, policies, and procedures.
- Municipal government executive functions, political environments, and confidentiality standards.
- Basic standards for business correspondence, writing, spelling, and grammar.
- Principles of record keeping, accounting, and records management.
- Customer service standards and protocols.

Skill in:

- Working independently, maintaining composure and discretion, and working effectively in a high-pressure environment with changing priorities.
- Prioritizing and completing assignments with minimum supervision.
- Compiling data, and preparing reports, technical documents, and correspondence.
- Planning, organizing, and managing administrative services.
- Maintaining accurate records, and entering information into a computer system with speed and accuracy.
- Dealing tactfully and courteously with the general public and others seeking information about City functions and activities.
- Establishing and maintaining cooperative working relationships with co-workers.
- Using a personal computer and basic software applications.
- Communicating effectively verbally and in writing,

MINIMUM QUALIFICATIONS:

High School Diploma or GED equivalent; AND four years of customer service, accounting, and computer experience, including executive support in a public sector environment; OR an equivalent combination of education, training and experience.

- State of Texas driver's license may be required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.

COMMUNICATION

SUBJECT: Consider proposed City Compensation Plan for 2024-2025 fiscal year. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM __

DATE: 09.04.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER CITY COMPENSATION PLAN FOR THE 2024-25 FISCAL YEAR

BACKGROUND:

It is the policy of the City of Port Lavaca to perform a salary survey every two (2) years, to include city to city contact and survey data available through TML. At least every sixth (6th) year the City contracts with a third party to review and recommend changes to the City’s job descriptions and salaries. The last Salary Survey/Compensation Plan which was performed by a third party was in 2020 with the final report dated January 2021. We have budgeted to perform during FY 2024-25 a new third-party Salary Survey/Compensation Plan and include a review and update of all job descriptions.

Staff performed a review of the current salaries paid and all full-time positions are being paid at or above the minimum pay recommended in the Compensation plan adopted by Council last year.

The attached in-house Salary Survey was performed by City staff which compares the salary range of a few select positions among the comparable cities that were used in the January 2021 Compensation plan. This information was gathered from the TML Salary survey and/or information received directly from the Cities.

The only change we are proposing to the salary structure is the addition of the Executive Assistant to the Harbor Master at a grade of 36.

RECOMMENDATIONS:

- 1) The City Council approves the Salary Structure as presented. Council approves providing budgeted funds for merit increases for all employees, except department heads, in an amount equal to 4% of their total budgeted FY 2023-24 salaries. For merit increases for department heads, budgeted funds in an amount equal to 2% of their total budgeted FY 2023-24 salaries is provided.
- 2) The City Headcount is approved as follows:
 As of October 1, 2024, 101 full-time employees and 3.38 part-time FTEs.
 As of January 1 after the dispatchers move to the combined Dispatch center, it will be 97 full-time employees and 2.01 part-time FTE’s.

ATTACHMENTS:

- Salary Structure effective 10.1.2024
- In-house 2024 Salary Survey

**CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2024**

Section VIII. Item #9.

Pay Grade	Job Class/Title	Min	Midpoint	Max
28	Janitor	\$ 25,577.12	\$ 30,090.73	\$ 34,604.34
	Part-time Animal Shelter Attendant	\$ 12.30	\$ 14.47	\$ 16.64
33		\$ 32,930.83	\$ 38,693.72	\$ 44,456.62
		\$ 15.83	\$ 18.60	\$ 21.37
34	Accounting Clerk			
	CVB Maintenance Worker			
	Dispatcher			
	Meter Technician			
	Municipal Court Clerk			
	Parks Maintenance Worker	\$ 34,577.37	\$ 40,628.41	\$ 46,679.45
	Street Maintenance Worker	\$ 16.62	\$ 19.53	\$ 22.44
	Utilities Maintenance - WWTP			
	Utility Billing Customer Service Representative			
	Utility Maintenance Worker			
Utility Maintenance-Construction				
35	Animal Control Officer			
	Development Coordinator/Permit Technician	\$ 36,306.24	\$ 42,659.83	\$ 49,013.42
	Heavy Equipment Operator			
	Police Cadet	\$ 17.45	\$ 20.51	\$ 23.56
36	Administrative Assistant			
	Code Enforcement Officer			
	Lead Dispatcher/Administrative Assistant	\$ 38,121.55	\$ 44,792.82	\$ 51,464.09
	Records Clerk/Dispatcher	\$ 18.33	\$ 21.54	\$ 24.74
	Ports & Harbors Admin Assistant			
Utilities Operator - WWTP C				
37	Customer Service Supervisor			
	Parks Crew Leader			
	Streets Crew Leader			
	Senior Animal Control Officer	\$ 40,027.63	\$ 47,032.46	\$ 54,037.30
	Utilities Crew Leader -WWTP	\$ 19.24	\$ 22.61	\$ 25.98
	Utilities Operator - WWTP B			
	Utilities Operator - WWTP B			
Utility Crew Leader				
38	Exec. Assistant to CM / HR Coordinator	\$ 42,029.01	\$ 49,384.08	\$ 56,739.16
	Utilities Operator - WWTP A	\$ 20.21	\$ 23.74	\$ 27.28
40	Accountant	\$ 46,336.98	\$ 54,445.95	\$ 62,554.92
	Assistant City Secretary	\$ 22.28	\$ 26.18	\$ 30.07
	Office Manager			
41	Firefighter/Engineer (2912 hours)	\$ 48,593.01	\$ 57,168.25	\$ 65,743.49
		\$ 16.69	\$ 19.63	\$ 22.58

**CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2024**

Section VIII. Item #9.

Pay Grade	Job Class/Title	Min	Midpoint	Max
42	Patrol Officer (2236 hours)	\$ 51,086.52	\$ 60,026.66	\$ 68,966.80
	Senior Accountant (2080 hours)	\$ 22.85	\$ 26.85	\$ 30.84
	Capital Projects / Grants Coordinator	\$ 24.56	\$ 28.86	\$ 33.16
44	Fire Lieutenant (2912 hours)	\$ 56,322.89	\$ 66,179.40	\$ 76,035.90
	Police Corporal (2080 hours)	\$ 19.34	\$ 22.73	\$ 26.11
	Police Corporal (2236 hours)	\$ 27.08	\$ 31.82	\$ 36.55
		\$ 25.19	\$ 29.60	\$ 34.01
45	Parks Superintendent			
	Streets Superintendent	\$ 59,139.03	\$ 69,488.37	\$ 79,837.70
	Utilities Superintendent	\$ 28.43	\$ 33.41	\$ 38.38
46	Detective-Sergeant (2080 hours)	\$ 62,095.99	\$ 72,962.78	\$ 83,829.58
	Patrol Sergeant (2236 hours)	\$ 29.85	\$ 35.08	\$ 40.30
	Harbor Master (2080 hours)	\$ 27.77	\$ 32.63	\$ 37.49
		\$ 29.85	\$ 35.08	\$ 40.30
47	Fire Captain (2912 hours)	\$ 65,119.28	\$ 76,610.92	\$ 88,102.56
		\$ 22.36	\$ 26.31	\$ 30.26
48	Patrol Lieutenant (2080 hours)	\$ 68,375.25	\$ 80,441.47	\$ 92,507.69
	CID Lieutenant (2080 hours)	\$ 32.87	\$ 38.67	\$ 44.47
49	City Secretary/Court Manager	\$ 71,794.01	\$ 84,463.54	\$ 97,133.07
		\$ 34.52	\$ 40.61	\$ 46.70
53	Director of Finance			
	Director of Development Svs	\$ 87,375.29	\$ 102,665.96	\$ 117,956.64
	Director of Public Works	\$ 42.01	\$ 49.36	\$ 56.71
54		\$ 91,629.37	\$ 107,799.26	\$ 123,969.15
55	Police Chief	\$ 96,210.84	\$ 113,189.22	\$ 130,167.61
	Fire Chief	\$ 46.26	\$ 54.42	\$ 62.58
61	City Manager	\$ 135,378.31	\$ 159,268.61	\$ 183,158.90
		\$ 65.09	\$ 76.57	\$ 88.06

Gathered from TML 2024 Salary Survey (Red is new information from last year)

When an Actual Base Salary is not known, the assumed actual is the minimum salary and is italicized

These cities are all included in the list of comparable cities as listed in the Jan 2021 Compensation Plan

City	Population	Job Title	Annual Actual Base Salary	Formal Annual Salary Min	Formal Annual Salary Mid	Formal Annual Salary Max	Entry Date	
Port Lavaca	61	CITY MANAGER	\$ 159,598.00	\$ 129,093.00	\$ 151,684.00	\$ 174,276.00		
Wharton	8,832	City Manager/ Administrator	\$ 145,000.00					Rec'd from City 2024
Ingleside	10,488	City Manager/ Administrator	\$ 130,000.00	\$ -	\$ -	\$ -	2/3/2022	No new information on TML for 2024
Rockport	10,847	City Manager/ Administrator	\$ 183,750.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	City Manager/ Administrator	\$ 171,595.00					2024
Freeport	12,802	City Manager/ Administrator	\$ 160,000.00	\$ 144,072.00	\$ 176,849.00	\$ 209,625.00	2/2/2024	
Beeville	14,164	City Manager/ Administrator	\$ 140,556.00	\$ 113,291.00	\$ 135,952.00	\$ 158,607.00	2/13/2024	
Bay City	17,882	City Manager/ Administrator	\$ 142,272.00	\$ 142,272.00	\$ 167,377.60	\$ 192,504.00		Rec'd from City 2024
Angleton	19,610	City Manager/ Administrator	\$ 134,654.00	\$ 121,797.00	\$ 158,337.00	\$ 194,877.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca C.M.	\$ 150,978.38		\$ 159,628.90			
Port Lavaca	53	FINANCE DIRECTOR	\$ 87,375.00	\$ 87,375.00	\$ 102,666.00	\$ 117,957.00		
Wharton	8,832	Finance Director	\$ 103,251.20					Rec'd from City 2024
Ingleside	10,488	Finance Director	\$ 80,311.00	\$ 78,140.00	\$ 86,823.00	\$ 97,675.00	2/3/2022	No new information on TML for 2024
Rockport	10,847	Finance Director	\$ 120,806.00					Rec'd from City 2024
El Campo	12,350	Finance Director	\$ 78,873.60	\$ 78,873.60	\$ 97,864.00	\$ 116,854.40		Rec'd from City 2024
Freeport	12,802	Finance Director	\$ 103,256.00	\$ 96,255.00	\$ 118,153.00	\$ 140,051.00	2/2/2024	
Beeville	14,164	Finance Director	\$ 91,426.00	\$ 82,761.00	\$ 99,314.00	\$ 115,865.00	2/13/2024	
Bay City	17,882	Finance Director	\$ 91,707.20	\$ 91,707.20	\$ 107,889.60	\$ 124,092.80		Rec'd from City 2024
Angleton	19,610	Finance Director	\$ 101,000.00	\$ 95,850.00	\$ 124,605.00	\$ 153,360.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca Finance Dir.	\$ 96,328.88		\$ 105,774.77			
Port Lavaca	49	CITY SECRETARY	\$ 86,049.60	\$ 71,884.00	\$ 84,464.00	\$ 97,043.00		
Wharton	8,832	City Secretary/ Clerk	\$ 108,014.40					* also Asst. City Manager
Ingleside	10,488	City Secretary/ Clerk	\$ 70,875.00	\$ 70,875.00	\$ 78,751.00	\$ 88,594.00	2/3/2022	No new information on TML for 2024
Rockport	10,847	City Secretary/ Clerk	\$ 98,657.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	City Secretary/ Clerk	\$ 52,561.60	\$ 52,561.60	\$ 65,228.80	\$ 77,896.00		Rec'd from City 2024
Freeport	12,802	City Secretary/ Clerk	\$ 74,153.00	\$ 64,481.00	\$ 79,150.00	\$ 93,819.00	2/2/2024	*NON-SUPERVISOR
Beeville	14,164	City Secretary/ Clerk	\$ 72,478.00	\$ 62,598.00	\$ 75,119.00	\$ 87,637.00	2/13/2024	
Bay City	17,882	City Secretary/ Clerk	\$ 62,130.00	\$ 62,067.00	\$ 76,690.00	\$ 97,219.00	1/30/2023	
Angleton	19,610	City Secretary/ Clerk	\$ 107,352.00	\$ 95,850.00	\$ 124,605.00	\$ 153,360.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca City Secy	\$ 82,192.29		\$ 83,257.30			
Port Lavaca	34	COURT CLERK	\$ 37,440.00	\$ 34,577.00	\$ 40,628.00	\$ 46,679.00		
Wharton	8,832	Court Clerk	\$ 36,628.80	\$ -	\$ -	\$ -		Rec'd from City 2024
Ingleside	10,488	Court Clerk	\$ 38,147.00	\$ 36,141.00	\$ 40,157.00	\$ 45,177.00	3/9/2021	
Rockport	10,847	Court Clerk	\$ 36,848.00	\$ 36,878.40	\$ 45,531.20	\$ 55,556.80	1/30/2023	No new information on TML for 2024
El Campo	12,350	Court Clerk	\$ 38,022.40	\$ 38,022.40	\$ 47,174.40	\$ 56,326.40		Rec'd from City 2024
Freeport	12,802	Court Clerk	\$ 36,421.00	\$ 31,345.00	\$ 38,476.00	\$ 45,607.00	2/2/2024	
Beeville	14,164	Court Clerk	\$ 40,310.00	\$ 33,976.00	\$ 40,771.00	\$ 47,566.00	2/13/2024	

Bay City	17,882	Court Clerk	\$ 39,520.00	\$ 31,346.00	\$ 47,566.00	\$ 42,411.00	1/30/2023	
Angleton	19,610	Court Clerk	\$ 35,714.00	\$ 30,160.00	\$ 36,192.00	\$ 41,259.00	1/30/2023	No new information on TML for 2024
Victoria	67,670	Court Clerk	\$ 31,949.00	\$ 31,949.00	\$ 41,058.50	\$ 50,168.00	2/13/2024	
		Avg NIC Port Lavaca Court Clerk	\$ 37,062.24		\$ 42,115.76			

Port Lavaca	55	POLICE CHIEF	\$ 100,006.40	\$ 96,331.00	\$ 113,189.00	\$ 130,047.00		
Wharton	8,832	Police Chief	\$ 107,473.60					Rec'd from City 2024
Ingleside	10,488	Police Chief	\$ 86,823.00	\$ 78,140.00	\$ 86,823.00	\$ 97,675.00	2/3/2022	
Rockport	10,847	Police Chief	\$ 141,960.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	Police Chief	\$ 84,115.20	\$ 84,115.20	\$ 104,353.60	\$ 124,592.00		Rec'd from City 2024
Freeport	12,802	Police Chief	\$ 138,000.00	\$ 100,602.00	\$ 123,489.00	\$ 146,376.00	2/2/2024	*Also Asst. City Manager
Beeville	14,164	Police Chief	\$ 103,931.00	\$ 82,761.00	\$ 99,314.00	\$ 115,865.00	2/13/2024	
Bay City	17,882	Police Chief	\$ 91,707.00	\$ 91,707.00	\$ 113,298.00	\$ 143,645.00	1/30/2023	
Angleton	19,610	Police Chief	\$ 104,031.00	\$ 99,998.00	\$ 129,998.00	\$ 159,997.00	1/30/2023	No new information on TML for 2024
Victoria	67,670	Police Chief	\$ 125,000.00	\$ 119,281.00	\$ 144,583.00	\$ 169,885.00	2/13/2024	
		Avg NIC Port Lavaca Police Chief	\$ 109,226.76		\$ 114,551.23			

Port Lavaca	42	POLICE OFFICER (Entry Level)	\$ 52,374.40	\$ 51,087.00	\$ 60,027.00	\$ 68,967.00		
Wharton	8,832	Police Officer (entry level)	\$ 56,235.40					Rec'd from City 2024
Rockport	10,847	Police Officer (entry level)	\$ 52,083.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	Police Officer (entry level)	\$ 60,081.84	\$ 60,081.84	\$ 74,539.92	\$ 88,998.00		Rec'd from City 2024
Freeport	12,802	Police Officer (entry level)	\$ 58,589.00	\$ 56,557.00	\$ 68,497.00	\$ 80,437.00	2/2/2024	
Beeville	14,164	Police Officer (entry level)	\$ 37,440.00	\$ 43,000.00	\$ 51,600.00	\$ 60,200.00	2/10/2023	No new information for 2024
Bay City	17,882	Police Officer (entry level)	\$ 51,230.00	\$ 51,230.00	\$ -		1/30/2023	
Angleton	19,610	Police Officer (entry level)	\$ 53,474.00	\$ 53,474.00	\$ 63,171.00	\$ 72,889.00	1/30/2023	No new information on TML for 2024
Victoria	67,670	Police Officer (entry level)	\$ 48,045.00	\$ 50,970.00	\$ 59,735.00	\$ 68,500.00	2/13/2024	
		Avg NIC Port Lavaca Police Offr	\$ 52,147.28		\$ 63,508.58			

Port Lavaca	53	PUBLIC WORKS DIRECTOR	\$ 97,760.00	\$ 87,375.00	\$ 102,666.00	\$ 117,957.00		
Wharton	8,832	Public Works Director	\$ 95,992.00					Rec'd from City 2024
Ingleside	10,488	Public Works Director	\$ 78,145.00	\$ 74,419.00	\$ 82,688.00	\$ 93,024.00	2/3/2022	
Rockport	10,847	Public Works Director	\$ 138,486.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	Public Works Director	\$ 78,876.00	\$ 78,876.00	\$ 97,865.00	\$ 116,854.00		Rec'd from City 2024
Freeport	12,802	Public Works Director	\$ 95,000.00	\$ 93,150.00	\$ 114,342.00	\$ 135,533.00	2/2/2024	
Beeville	14,164	Public Works Director	\$ 75,566.00	\$ 70,736.00	\$ 84,884.00	\$ 99,030.00	2/13/2024	
Bay City	17,882	Public Works Director	\$ 101,593.00	\$ 91,707.00	\$ 113,298.00	\$ 143,645.00	1/30/2023	
Angleton	19,610	Public Works Director	\$ 124,605.00	\$ 95,850.00	\$ 124,605.00	\$ 153,360.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca PWD	\$ 98,532.88		\$ 102,947.00			

Port Lavaca	34	UTILITY MAINTENANCE WORKER	\$ 34,577.00	\$ 34,577.00	\$ 40,628.00	\$ 46,679.00		
Wharton	8,832	Utility Maintenance Worker		??	\$ 33,363.20	\$ 37,502.40		Rec'd from City 2024
Ingleside	10,488	Utility Maintenance Worker	\$ 37,587.00	\$ 37,587.00	\$ 41,763.00	\$ 46,983.00	2/3/2022	
Rockport	10,847	Utility Maintenance Worker	\$ 37,336.00				1/30/2023	No new information on TML for 2024
El Campo	12,350	Utility Maintenance Worker	\$ 38,021.60	\$ 38,021.60	\$ 47,174.00	\$ 56,326.40		Rec'd from City 2024
Beeville	14,164	Utility Maintenance Worker	\$ 30,959.00	\$ 30,067.00	\$ 36,081.00	\$ 42,094.00	2/13/2024	

Bay City	17,882	Utility Maintenance Worker	\$ 31,200.00	\$ 31,346.00	\$ 36,878.00	\$ 42,411.00	1/30/2023	
Angleton	19,610	Utility Maintenance Worker	\$ 32,409.00	\$ 32,407.00	\$ 39,699.00	\$ 46,990.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca Utility Maint	\$ 34,585.43		\$ 40,319.00			

Port Lavaca	41	FIREFIGHTER (entry level)	\$ 53,114.88	\$ 48,654.00	\$ 57,168.00	\$ 65,683.00		
Freeport	12,802	Firefighter (entry level)	\$ 60,944.00	\$ 55,000.00	\$ 67,513.00	\$ 80,025.00	2/2/2024	
Angleton	19,610	Firefighter (entry level)	\$ 48,812.00	\$ 47,017.00	\$ 55,996.00	\$ 64,974.00	1/30/2023	No new information on TML for 2024
Victoria	67,670	Firefighter (entry level)	\$ 44,996.00	\$ 50,412.00	\$ 56,206.00	\$ 62,000.00	2/13/2024	
		Avg NIC Port Lavaca Firefighter	\$ 51,584.00		\$ 59,905.00			

Port Lavaca	35	DEV. SVS COORD./PERMIT TECH.	\$ 43,804.80	\$ 36,306.00	\$ 42,660.00	\$ 49,013.00		
Wharton	8,832	Permit Technician	\$ 38,625.60					Rec'd from City 2024
Ingleside	10,488	Permit Technician	\$ 53,164.00	\$ 50,370.00	\$ 55,966.00	\$ 62,962.00	2/3/2022	
Rockport	10,847	Permit Technician	\$ 41,724.00				1/30/2023	No new information for 2024
El Campo	12,350	Permit Technician	\$ 31,200.00	\$ 33,280.00	\$ 39,738.00	\$ 47,449.00	2/14/2023	No new information for 2024
Beeville	14,164	Permit Technician	\$ 35,666.00	\$ 33,979.00	\$ 40,771.00	\$ 47,566.00	2/13/2024	
Bay City	17,882	Permit Technician	\$ 41,662.00	\$ 34,569.60	\$ 40,664.00	\$ 46,758.40		Rec'd from City 2024
Angleton	19,610	Permit Technician	\$ 36,299.00	\$ 36,656.00	\$ 44,904.00	\$ 53,152.00	1/30/2023	No new information on TML for 2024
		Avg NIC Port Lavaca Permit Tech*	\$ 39,762.94		\$ 44,408.60			

Port Lavaca		FIRE CHIEF	\$ 100,006.40	\$ 96,331.00	\$ 113,189.00	\$ 130,047.00		
Freeport	12,802	Fire Chief	\$ 124,848.00	\$ 103,190.00	\$ 126,666.00	\$ 150,141.00	2/2/2024	
Victoria	67,670	Fire Chief	\$ 135,000.00	\$ 119,281.00	\$ 144,583.00	\$ 169,885.00	2/13/2024	
		Avg NIC Port Lavaca Fire Chief	\$ 129,924.00		\$ 135,624.50			

COMMUNICATION


SUBJECT: Consider First reading of an Ordinance (S-2-24) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2024 thru September 30, 2025. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

DATE: 8/20/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: CONSIDER ORDINANCE APPROVING THE ANNUAL BUDGET

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On July 22 (CIP) and August 19, 2024, the City Council held budget workshops to review recommendations from the City Manager for the FY 2024-2025 budget. The proposed budget was filed with the City Secretary and published on the City's website on August 8th.

On August 19, 2024, the City Council announced a public hearing on the FY 2024-2025 Budget to be held on September 9, 2024. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 28, 2024, and posted the same notice on the City's website.

The budget, with changes recommended by City Council in the August 19, 2024 workshop, is recommended for the City Council's approval, and contains combined Revenues of \$24,862,058 followed by combined Expenditures of \$24,104,165 leaving combined Fund Balance reserves of \$12,496,442.

The Ordinance to adopt the budget contains authorization, as prescribed in the City Charter, Section 8.03, for the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

Legislation does require specific language on the vote to adopt the budget, only that it must be a record vote. Staff provides a recommended motion as follows:

- **Motion: "I move to adopt the FY 2024-2025 Annual Budget as presented by the City Manager."**
 - **Must be a Record Vote of each member of the governing body by name.**

ORDINANCE #S-2-24

AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR THE CITY OF PORT LAVACA, TEXAS AND ADOPTING THE BUDGET DOCUMENT FOR THE FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has approved a budget for the City of Port Lavaca, Texas, for the fiscal year October 1, 2024 through September 30, 2025, and accordingly held a public hearing for same, at which time all interested citizens were given an opportunity to be heard for or against any item or amount of any item contained in said budget; and

WHEREAS, all approved adjustments, if any, have been made in said budget and said public hearing has been officially closed:

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

SECTION 1. That the annual budget for the City of Port Lavaca, Texas for the fiscal year October 1, 2024 through September 30, 2025 is hereby approved and the budget document is hereby in all things adopted and made a part of this ordinance as if set forth in full herein and is hereby declared to be the financial plan for the City of Port Lavaca, Texas for the fiscal year 2024/2025.

SECTION 2. That in accordance with the City Charter, Section 8.03 Transfer of Appropriations, the City Council hereby approves the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 4. This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 9th day of September, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 16th day of September, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 16th day of September, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (S-3-24) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2024. Presenter is Brittney Hogan

INFORMATION:


CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM _____

DATE: 8/22/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: CONSIDER ORDINANCE FIXING THE TAX RATE AND TAX LEVY – 1st READING

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas’ Truth-in-Taxation rules, the Local Government Code and the City’s Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On August 19, 2024, the City Council took a record vote to propose a greater tax rate (\$0.8000) as levied on properties as the previous year. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. City Council announced a date and time for a public hearing on the tax rate to be held on September 9, 2024.

The City published a notice of public hearing on the tax increase in the newspaper of general circulation (Port Lavaca Wave) on August 28, 2024, and posted the same notice on the City’s website.

Additionally, because the proposed tax rate exceeds the No-New-Revenue rate, additional language is required to be included in the ordinance and requires specific language in the motion to adopt the tax rate as follows:

- **MOTION:** “I move that the property tax rate be increased by the adoption of a tax rate of \$0.8000, which is effectively a 4.04 percent increase in the tax rate.”
 - **Must be a Record Vote by each member of the governing body by name.**

Additionally, the tax rate consists of two components, each of which must be approved separately:

Maintenance and Operations:	\$0.6743
Interest & Sinking (Debt):	\$0.1257

- **MOTION:** “I move to adopt a Maintenance and Operations rate of \$0.6743.”
- **MOTION:** “I move to adopt an Interest & Sinking rate of \$0.1257.”

ORDINANCE #S-3-24

AN ORDINANCE FIXING THE TAX RATE AND TAX LEVY FOR THE CITY OF PORT LAVACA, TEXAS, FOR THE YEAR 2024, UPON ALL TAXABLE PROPERTY IN SAID CITY OF PORT LAVACA, TEXAS SUBJECT TO TAXATION BY SAID CITY ON THE FIRST DAY OF JANUARY, 2024 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF SAID CITY OF PORT LAVACA; APPROPRIATING THE FUNDS DERIVED FROM SAID TAX LEVY TO VARIOUS FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1. That there shall be and there is hereby levied and assessed for the year 2024 upon all property of every description subject to taxation by the City of Port Lavaca, Texas on the 1st day of January, 2024, the following tax rate, to-wit:

An Ad Valorem Tax at the rate of \$0.8000 on the \$100.00 assessed value, based on 100% assessment thereof estimated in lawful currency of the United States of America, for the purpose of paying the general expenses of the City government and for payment of principal and interest on outstanding bonds and certificates of obligation for the fiscal year ending September 30, 2025.

(A) THIS YEAR'S TAX LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY.

SECTION 2. All taxes collected pursuant to this ordinance shall be deposited in the funds known as the General Fund and the Tax Supported Debt Service Fund, and said monies shall be appropriated and distributed as follows:

	Rate	Percentage
GENERAL FUND	\$ 0.6743	84.29 %
TAX SUPPORTED DEBT SERVICE FUND:		
2022 Cos & 2024 Cos	\$ 0.1257	15.71 %
TOTALS:	\$ 0.8000	100.00 %

SECTION 3. The duly authorized official responsible for the assessment and collection of taxes for the City of Port Lavaca is hereby directed to assess, extend and enter upon the tax rolls of the City of Port Lavaca, Texas, for the current taxable year the amount and rates herein levied, and to keep a correct account of same, and when so collected, to deposit same in the depository of the City of Port Lavaca to be distributed in accordance with this ordinance.

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

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

FIRST READING this 9th day of September, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 16th day of September, 2024

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 16th day of September, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (S-4-24) of the City of Port Lavaca regarding compensation of Mayor and Council Members; and providing an effective date.
Presenter is Jody Weaver

INFORMATION:

ORDINANCE #S-4-24

Modification of Compensation of the Mayor and Each Council Member

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS PROVIDING FOR COMPENSATION OF THE MAYOR AND EACH COUNCIL MEMBER; PROVIDING FOR THE FOLLOWING RULES; STANDARDS; PROCEDURES; AND SEVERABILITY; REPEALING ANY CONFLICTING ORDINANCES; AND SETTING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Port Lavaca (“City Council”) possesses and may exercise the full power of local self-government and has all powers possible and lawful for a Home Rule City not possess under the Constitution and laws of the State of Texas;

WHEREAS, the City Council has the authority to provide compensation to its elected officers pursuant to Section 141.004 of the Local Government Code (the “Code”);

WHEREAS, the City of Port Lavaca Home Rule Charter (the “Charter”), adopted in November of 2007 provides compensation for the Mayor in the amount of \$600.00 per month and for each Council Member a compensation of \$300.00 per month;

WHEREAS, the Charter provides that such compensation may be increased by ordinance by an amount no greater than ten percent of the current compensation in any fiscal year.

WHEREAS, the Charter provides that any such increase in compensation shall not take effect until the commencement of the terms of Mayor and/or Council Members elected at the next regular election;

WHEREAS, the term of the office of Mayor shall expire in May of 2026;

WHEREAS, the terms of Council Member District 4 and Council Member District 5 shall expire in May of 2025;

WHEREAS, the terms of Council Member District 1 and Council Member District 3 shall expire in May of 2026;

WHEREAS, the terms of Council Member District 2 and Council Member District 6 shall expire in May of 2027;

WHEREAS the Municipal Cost Index (MCI), developed by the American City & County, published in November 2007 was 198.7 and the latest published MCI in July 2024 is 316.66, being a factor of 1.59;

WHEREAS, the City Council has determined that an increase in the compensation of the Mayor and each Council Member, as provided by in the Charter, is in the best interest of the City and its residents.

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

Section I Findings of Fact

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section II Enactment

The City of Port Lavaca Code of Ordinances, Home Rule Charter per Election on November 06, 2007; Article 3, Governing Body, Section 3.02 Compensation of Mayor and Council Members.

Section III Severability

Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section IV Repealer

All ordinances or parts of ordinances that are in conflict with this Ordinance are all hereby repealed.

Section V Effective Date

This Ordinance shall become effective immediately from and after its passage.

FIRST READING this 9th day of September, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of October, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of October, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow

INFORMATION:

ORDINANCE #G-7-24

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:

LYNNHAVEN SUBDIVISION

200 HOUSTON STREET @ 300 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BOWIE STREET @ 300 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BONHAM STREET @ 200 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Travis Street)

200 CROCKETT STREET @ 200 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BURNET STREET @ 100 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

100 BOWIE STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)

200 CROCKETT STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Crockett Street)

200 BONHAM STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Bonham Street)

200 BURNET STREET @ 200 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Burnet Street)

100 MASSANET STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)

100 BOWIE STREET @ 100 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

100 CROCKETT STREET @ 100 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Houston Street)

100 BONHAM STREET @ 80 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

CALHOUN STREET @ HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

100 BURNET STREET @ 400 CALHOUN STREET
STOP Signs (replaces a former Yield Sign)

100 MASSANET STREET @ 1000 CALHOUN STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Calhoun Street)

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 12th day of August 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of September, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of September, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

Amends G-6-86

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-8-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 50, Sec. 50-67 Utilities - Water User Rates – GBRA, Residential and Commercial; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #G-8-24

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

Chapter 50: Utilities

Sec. 50-67 Water User Rates - GBRA Residential and Commercial

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of August, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of September, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of September, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

EXHIBIT A

CHAPTER 50—UTILITIES

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
<u>50-19</u>	<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>	
<u>50-49(a)</u>	Residential	\$180.00—\$280.00
<u>50-49(b)</u>	Commercial	Up to 60-day average bill
<u>50-50(2)</u>	Fire hydrant	\$1,500.00
<u>50-64</u>	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
<u>50-52(a), 42-105</u>	<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
<u>50-52(b)</u>	Inspection fee	
<i>Water table</i>		
<u>50-67</u>	<i>Water user rates:</i>	
<u>50-67</u>	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 per month \$13.65 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
<u>50-67</u>	<i>Small Commercial:</i>	

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

Section VIII. Item #14.

	Base charge 0—2,000 gallons 5/8—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 per month \$13.65 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
<u>50-67</u>	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 per month \$13.65 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
<u>50-67</u>	<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

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-9-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 54 Waterways Fees; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 9, 2024

AGENDA ITEM __

DATE: 09.08.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER 

SUBJECT: PROPOSED CHANGES TO THE FEES & RATES FOR CHAPTER 54 WATERWAYS

BACKGROUND:

As reported to Council in August, a select committee of the Port Commission, myself and Jim Rudellat have been working since March to draft a comprehensive TARIFF document that covers not just fees, but rules and other regulations and practices of operations of our Ports & Harbors. After considering the comments/concerns about the draft Tariff document expressed by Helena and also recognizing that we need to give all our tenants plenty of time to provide feedback on the document, I believe we need to take more time to closely review the language proposed in the Tariff document and think through how it will affect existing and new tenants. I would also like to run it by a Marine Attorney before finalizing it and presenting it to Council for adoption.

However, because of the anticipated increase in transient traffic that is expected in the coming months and years, the Port Commission has expressed a need to include in the Chapter 54 Waterways rate schedule, **daily rates** to handle any situations of **FLEETING AND MOORING** AND **GENERAL DOCKAGE**, while we iron out the details of a tariff document..

The proposed rates are what the Port Commissioners have been discussing as part of the tariff document for several months. I am proposing these rates as part of a first reading to amend the Chapter 54 Waterways rates. The Port Commission will meet on September 17 and the agenda will include a formal vote regarding a recommendation to adopt these rates. The committee and I will continue to work on the tariff document and hope to have it ready and fully reviewed and vetted in the next couple of months.

Fleeting an Mooring and Dockage are common terms in the Ports & Harbors operations, but for clarity, the terms are defined in the draft Tariff document as follows:

- **DOCKAGE:** The charge assessed against a vessel for berthing at a wharf, pier, bulkhead or for mooring to a vessel so berthed.
- **FLEET:** The areas determined by CITY to be used for lay berth or services to vessels not engaged in cargo operation.
- **MOORING:** An act of making fast a boat with lines or anchors.

RECOMMENDATIONS:

- 1) Approve the first reading of an ordinance to change the Appendix A – fees, rates and charges for Chapter 54 Waterways to include daily rates for general dockage and fleeting and Mooring.

ATTACHED: Proposed ordinance

ORDINANCE #G-9-24

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

Chapter 54: Waterways

Fleeting and Mooring Rates per Day

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 9th day of September, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of October, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of October, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

EXHIBIT A

CHAPTER 54 - WATERWAYS

Section Number	Subject	Fee Amount
	<i>Tariffs:</i>	
	○ Oysters per sack	\$0.00
	○ Oysters per barrel	\$0.00
	○ Shrimp per ton	\$0.00
	○ Crude/condensate per barrel	\$0.125
	○ Bulk product liquid or dry per ton	\$0.79
	Public Dock Space:	
	○ Per day per barge up to 200 LF	\$200.00
	○ Per day per barge greater than 200 LF	\$250.00
	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	\$75.00
	○ 75 ft to 100 ft	\$125.00
	○ 101 ft to 200 ft	\$200.00
	○ 201 LF or greater	\$250.00
	Fleeting and Mooring (Charges in locations approved by the Harbor Master per Day)	
	○ Regulation Barges (10,000 barrel capacity)	\$175.00
	○ Over-sized Barges (exceeding 35 ft x 200 ft)	\$250.00
	○ All other fleeted vessels, equipment or materials	\$250.00
	Commercial Fishing Vessel Dockage Rate:	
	○ First 25 ft. in length per month	\$175.00
	○ For each additional foot of length > 25 ft. per month	\$5.00
	Harbor of Refuge	
	○ Dockage Space - LF/month	\$4.00
	○ Use of Rail Spur - LS/month	\$1,000.00
	Marina Rates:	
	○ Dockage Space - LF/month	\$6.30
	○ 110 v. 30-amp Connection - per month	\$52.50
	○ 220 v. 50-amp Connection - per month	\$105.00

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

Section VIII. Item #15.

	Water and Trash (Included in all rentals)	
	○ Transient rate < 35 ft.	\$15.75
	○ 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)

COMMUNICATION

SUBJECT: Consider rescheduling the regular City Council meeting scheduled for Monday, November 11, 2024 for another date since it falls on a scheduled City Holiday (Veterans Day), in accordance with Ordinance No. S-15-07, Section 4. Presenter is Mandy Grant

INFORMATION:

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to consider a request for a Minor Re-Plat for Block 5, Lot 5-6 of the Lynnhaven Subdivision (109-111 Bonham St.). Parcel ID# 18848. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: September 09, 2024 **AGENDA ITEM** _____

DATE: 09.04.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBER

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: To consider a request for a Minor Re-Plat for Block 5, Lot 5-6 of the Lynnhaven Subdivision (109-111 Bonham St.). Parcel ID# 18848.

Michael Williams, RPLS on behalf of Jacob Atchison is requesting a minor re-plat for 109-111 Bonham Street. The existing breezeway for the main structure is currently on both properties. Therefore, Mr. Williams is requesting approval to move the interior lot line in order for the breezeway to be six (6) inches from the property line. The minor re-plat request does not meet the requirements as set out in Section 12 – 24(d)(10) of the City of Port Lavaca’s Code of Ordinances. In accordance with our adopted residential code, projections are not allowed to project less than 2 feet of property lines.

Staff Recommendation: Denial

In order to comply with the adopted ordinances, it is the staff’s recommendation that the extension of the breezeway be removed from the house prior to approval.

Attachments:

- Calhoun County Appraisal District Summary
- Calhoun County Appraisal District Parcel Image
- 2021 IRC Table R302.1(1)
- Site Plan for Proposed Interior Lot Line
- Preliminary Re-Plat
- Current Deed
- Current Pictures

Planning Board Recommendation: **Approval** contingent on the removal of overhead structure that is within setback requirements

Property Details		
Account		
Property ID:	18848	Geographic ID: S0200-00050-0004-00
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	111 NULL BONHAM (GARAGE APT) ST NULL, TX 77979	
Map ID:	S0200-00050-0005-00	Mapsco:
Legal Description:	LYNNHAVEN (PORT LAVACA), BLOCK 5, LOT 5,6	
Abstract/Subdivision:	S0200	
Neighborhood:	(1375) LYNNHAVEN AREA	
Owner		
Owner ID:	89059	
Name:	ATCHISON JACOB	
Agent:		
Mailing Address:	16403 HILLVIEW PASS DR SAN ANTONIO, TX 78247-4451	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	



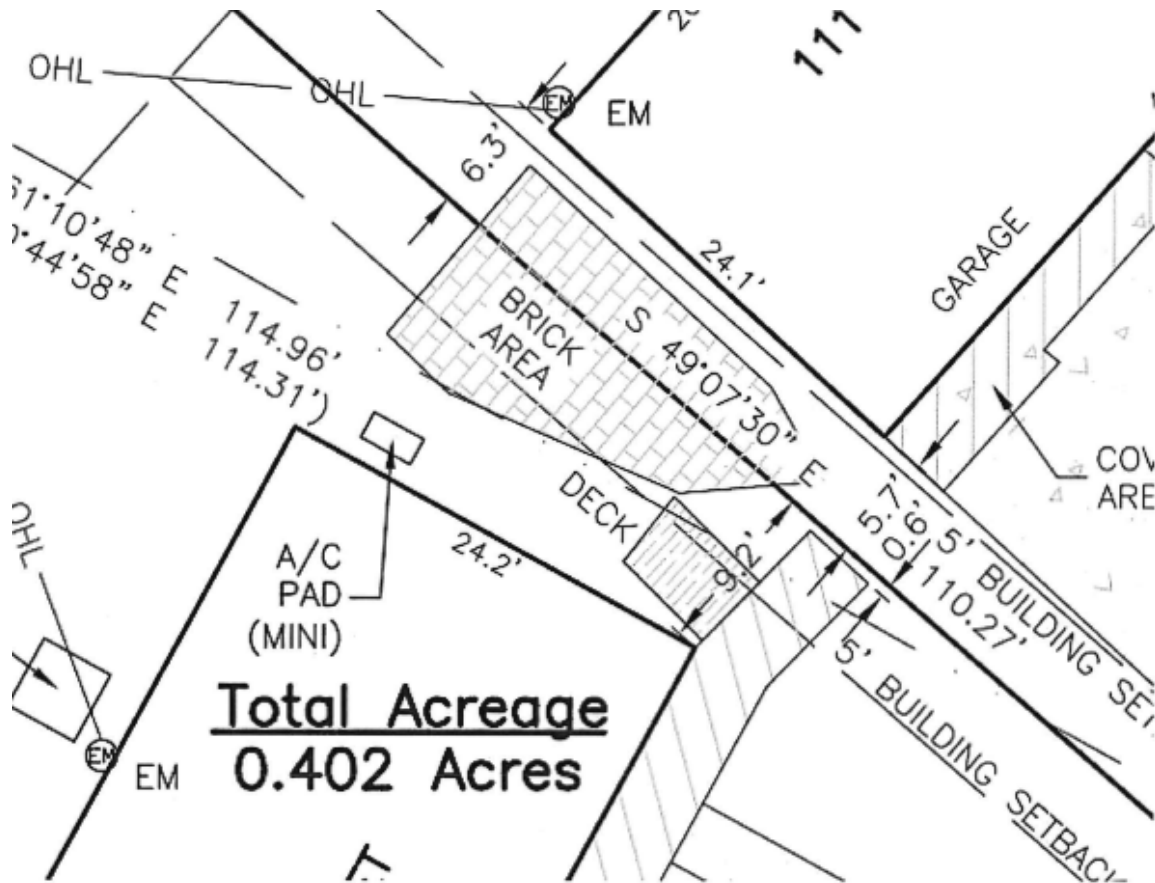
CITY OF PORT LAVACA

TABLE R302.1(1) EXTERIOR WALLS

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E 119, UL 263 or Section 703.3 of the <i>International Building Code</i> with exposure from both sides	0 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood ^{a, b}	≥ 2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	NA	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1 foot = 304.8 mm.
NA = Not Applicable.

- a. The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhang if fireblocking is provided from the wall top plate to the underside of the roof sheathing.
- b. The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the rake overhang where gable vent openings are not installed.



COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to consider a Variance to Ordinance Section 12-24(d)(10) for Interior Lot Boundary Line Setback Requirements. The property is described as Block 5, Lot 5-6 of the Lynnhaven Subdivision (111 Bonham St).
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

PB MEETING: September 9, 2024 **AGENDA ITEM** _____

DATE: 09.04.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBER

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: To consider a Variance to Ordinance Section 12-24(d)(10) for Interior Lot Boundary Line Setback Requirements. The property is described as Block 5, Lot 5-6 of the Lynnhaven Subdivision (111 Bonham St.).

Chapter 12, Article II, Section 12-24. – Building setbacks.

In accordance with Section 12-24(d)(10), the Lynnhaven Subdivision requires a five (5) foot setback for interior lot lines. The staircase provided for the 2nd floor of the garage apartment at 111 Bonham St. encroaches into the required side yard by 2.13 feet and lessens the encroachment to .69 feet as shown on the attached proposed minor re-plat. According to the Calhoun County Appraisal District Summary, the main dwelling and garage were built in 1965. The city does not have any building permit records for this property. Therefore, we cannot verify when the staircase was built and if the setbacks were approved at the time of construction.

Staff Recommendation: Approval

When considering whether to grant a variance, the Board must make specific findings that (1) it meets the intent of the ordinance and substantial justice will be provided to the applicant; (2) the variance is not contrary to public interest; and (3) that due to special conditions, literal enforcement of the ordinance would result in an unnecessary hardship to the property owner.

It is the staff’s opinion that the garage and staircase were both approved by the city for construction. Therefore, it is the staff’s recommendation to approve the request.

Attachments:

- Request for Variance Form
- Calhoun County Appraisal District Summary
- Calhoun County Appraisal District Parcel Image
- Site Plan
- Current Deed
- Current Picture

Planning Board Recommendation: Approval

Property Details		
Account		
Property ID:	18848	Geographic ID: S0200-00050-0004-00
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	111 NULL BONHAM (GARAGE APT) ST NULL, TX 77979	
Map ID:	S0200-00050-0005-00	Mapsco:
Legal Description:	LYNNHAVEN (PORT LAVACA), BLOCK 5, LOT 5,6	
Abstract/Subdivision:	S0200	
Neighborhood:	(1375) LYNNHAVEN AREA	
Owner		
Owner ID:	89059	
Name:	ATCHISON JACOB	
Agent:		
Mailing Address:	16403 HILLVIEW PASS DR SAN ANTONIO, TX 78247-4451	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	



COMMUNICATION

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

INFORMATION:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
- To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow
- To deliberate a negotiated contract for a prospective gift or donation to the State or the Governmental Body (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.073 of the Texas Government Code). Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

