



CITY COUNCIL REGULAR MEETING

Monday, May 10, 2021 at 6:30 PM
Electronically through Zoom

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.

COVID-19 MEETING PROCEDURE

Public notice is hereby given that due to covid-19 concerns and in accordance with the governor's orders and recommendations, the city of Port Lavaca, Texas, city council meeting is closed to the public. Instead, the city council will be utilizing "Zoom Meeting and Facebook live transmission" on The City of Port Lavaca's Facebook page beginning at the time listed above.

VIRTUAL MEETING INFORMATION

Click to Join

Meeting: <https://us02web.zoom.us/j/84561040213?pwd=VTJzeUNXZnhHeFNwMTNreTFIakovQT09>

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I. CALL TO ORDER**II. INVOCATION****III. PLEDGE OF ALLEGIANCE****IV. PROCLAMATION**

1. May is Motorcycle Awareness Month
2. National Police Week is May 9 – May 15, 2021 “Respect. Honor. Remember.”
3. Public Works Week is May 16 – May 22, 2021 “Stronger Together”

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

- A. Minutes of April 12, 2021 Regular Meeting
- B. Receive monthly Financial Highlight Report
- C. Payment of Invoices Exceeding \$1,500
- D. Port Commission Lease: Big Bear Shrimp & Seafood LLC - 2 Year Option to extend

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

1. Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Tim Dent, District 2 and Ken Barr, District 6 to serve a new term of three (3) years. Presenter is Mandy Grant
2. Consider election of Mayor Pro Tem by Council Members in accordance with Section 3.04 of the City of Port Lavaca Home Rule Charter. Presenter Is Mandy Grant
3. Consider Resolution No. R-051021-1 of the City of Port Lavaca, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates within the city should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Presenter is Anne Marie Odefey
4. Consider request of Yolanda Resendiz (565 Bayou Drive, Port Lavaca, Texas) for a Parade Permit with Police Escort for a Quinceañera procession with horses from Our Lady of the Gulf Catholic Church to the Bauer Community Center on Saturday, May 22, 2021 commencing at 2:00 p.m. Presenter is Colin Rangnow

5. Consider appointment and/or re-appointment of representative(s) to the Golden Crescent Regional Planning Commission (GCRPC) General Assembly and Board of Directors. Presenter is Jody Weaver
6. Consider Second and Final Reading of an Ordinance (G-3-21) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 32 - Parks and Recreation, Chapter 38 - Solid Waste, CH 54 – Waterways); and providing an effective date. Presenter is Jody Weaver
7. Consider permitting the Cemetery Association to fence in their property across City Rights-of-Way. Presenter is Jody Weaver
8. Consider Russell Marine, LLC's Change Order No. 1 to the Lighthouse Beach Fishing Pier project to add the demolition of the remaining old causeway pier in Lavaca Bay and also consider a budget amendment in the amount of \$42,500 to handle this expenditure. Presenter is Jody Weaver
9. Consider request from the Public Works Department to declare City property as Surplus (the old UV disinfection system at the WWTP) and authorize staff to dispose same either by donation to another City or by auction. Presenter is Wayne Shaffer
10. Consider recommendation of the Planning Board for a Recreational Vehicle (RV) Park to be located north of Austin and west on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 90212. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96, Port Lavaca, Texas. Presenter is Jessica Carpenter
11. Consider recommendation of the Port Commission to approve Urban Engineer's Task Order #25 for Upper Dock at City Harbor. Presenter is Jody Weaver
12. Consider entering into a new Professional Services Agreement between the City of Port Lavaca and Bureau Veritas North America, Inc. Presenter is Jessica Carpenter
13. Consider awarding a FEMA Hazard Mitigation Grant construction contract for Generators and Quick Connects at various locations. Presenter is Jody Weaver
14. Consider construction contract award for 2021 Sidewalk Capital Improvement Project (CIP) on Bauer Street. Presenter is Jody Weaver
15. Consider recommendation of the Port Commission for Amendment No. 1 to the Ground Lease Agreement for Wild Reef Seafood (Tracts 7, 8 and 11 at City Harbor). Presenter is Jody Weaver
16. Consider award of engineering contract to AECOM with Task Orders for Water Systems Planning and Lynn's Bayou Wastewater Treatment Plant Expansion. Presenter is Jody Weaver
17. Announcement by the Mayor that City Council will retire into closed session to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employer [Port Commission/Board Member(s)]). Presenter is Mayor Whitlow
18. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

19. Consider appointment and/or re-appointment of member(s) to the Port Commission Board to fill a vacancy and serve a term of two (2) years. Presenter is Jody Weaver

VIII. 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, May 10, 2021**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Thursday, May 06, 2021**.

_____/s/ Mandy Grant

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: May is Motorcycle Awareness Month

INFORMATION:



PROCLAMATION

WHEREAS, the safe operation of a motorcycle requires the use of special skills developed through a combination of training and experience, the use of good judgment, and a thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, it is especially meaningful that all of the citizens of Port Lavaca and of this state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, roadway users should at all times unite in the safe sharing of the roadways within the City of Port Lavaca and throughout the State of Texas; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, do hereby proclaim that the month of May shall be

MOTORCYCLE SAFETY AWARENESS MONTH

in the City of Port Lavaca, and I urge all citizens to join the Mayor, Council, staff, and employees of the City to do their part to increase safety and awareness in our community.

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 10th day of May, 2021.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: National Police Week is May 9 – May 15, 2021 “Respect. Honor. Remember.”

INFORMATION:



PROCLAMATION

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the men and woman of the Port Lavaca Police Department play an essential role in safeguarding the rights and freedoms of all members of the community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Port Lavaca Police Department has grown to be a progressive and professional law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, do hereby proclaim that the week of May 9-15, 2021 shall be

NATIONAL POLICE WEEK

in the City of Port Lavaca, and I urge all citizens to join the Mayor, Council, staff, and employees of the City to do their part to increase safety and awareness in our community.

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 10th day of May, 2021.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Public Works Week is May 16 – May 22, 2021 “Stronger Together”

INFORMATION:



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are vital importance to sustainable and resilient communities and to the public health, high quality of life and wellbeing of the people of Port Lavaca, Texas; and

WHEREAS, public works provides services in our community that are an integral part of the lives of our citizens and enhance the daily quality of their lives; and

WHEREAS, state and local governments are responsible for building, rebuilding, operating and maintaining the transportation, water supply, water treatment, parks, public buildings and other structures and facilities essential to serving our citizens; and

WHEREAS, the support of understanding and informed citizens is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, parks and public buildings; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitudes and understanding of the importance of the work they perform; and

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, do hereby proclaim that the week of May 16-23, 2021 shall be

NATIONAL PUBLIC WORKS WEEK

in the City of Port Lavaca, and I urge all citizens to join the Mayor, Council, staff, and employees of the City to do their part to increase safety and awareness in our community.

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 10th day of May, 2021.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of April 12, 2021 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, April 12, 2021 at 6:30 PM

Electronically through Zoom

MINUTES

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

On this the 12th day of April, 2021, 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:

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

And with the following absent: None

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

I. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:36 p.m. and presided.

II. INVOCATION

- Councilman Ward gave the invocation.

III. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

IV. 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 commented:
 - Daniel Amador had question on Covid-19 restrictions at the Bauer Community Center.

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

- A. Minutes of March 08, 2021 Regular Meeting.
- B. Minutes of March 22, 2021 Special and Workshop.
- C. Payment of Invoices Exceeding \$1,500

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:

Motion made by Councilman District 5 Ward, Seconded by Councilman District 6 Barr.

Voting Yea:

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

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

1. **Consider request from the Fire Department to declare City property as Surplus (the old washer extractor) and authorize donation of same to Texas A&M Forest Service Helping Hands Program, who in turn will donate it to the Magnolia Beach Volunteer Fire Department.**

Fire Chief Reyes advised Council that the City of Port Lavaca Fire Department has purchased a new personal protective equipment Extractor. He said the Fire Department would like to declare this equipment surplus and donate the old Extractor to the Texas A&M Forestry Helping Hands Program, which in turn will donate to the Magnolia Beach Volunteer Fire Department. He said staff recommends declaring extractor as surplus and authorize donation of same, as presented.

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 and declares the old Extractor presented as surplus and authorizes donation to the Texas A&M Forestry Helping Hands Program, who in turn will donate to the Magnolia Beach Volunteer Fire Department.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 1 Smith.

Voting Yea:

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

2. **Consider First Reading of an Ordinance (G-4-21) of the City of Port Lavaca abandoning a portion of street Right-of-Ways within Port Lavaca Cemetery; and providing for an effective date.**

Mayor Whitlow announced this agenda item would be skipped, per recommendation of staff.

No action necessary and none taken.

3. **Consider Resolution No. R-041221-1 by the City of Port Lavaca, Texas suspending the May 3, 2021 effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2020 and requiring delivery of this resolution to the Company and Legal Counsel.**

WHEREAS, the City of Port Lavaca, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy South Texas Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2021, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 3, 2021; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 3, 2021, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.
2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Motion made by Councilman District 6 Barr, Seconded by Councilman District 5 Ward.

Voting Yea:

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

4. **Consider Second and Final Reading of an Ordinance (G-2-21) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Chapter 12, Buildings and Building Regulations, Article II, Building Trade Codes, Section 12.20, Building Trade Codes-Adopted; Providing for Severability; Providing a Repealing Clause; and Providing an Effective Date.**

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

THAT, in accordance with recommendation of staff, Council hereby approves Ordinance G-2-21 on this second and final reading.

Motion made by Councilman District 2 Dent, Seconded by Councilman District 5 Ward.

Voting Yea:

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

5. **Consider Ratifying approval of Invoice from Diamond K Services, Inc. of Cuero, Texas for emergency repairs rendered to the rail spur at Harbor of Refuge on behalf of Port Commission.**

Interim City Manager Weaver advised Council that in early March 2021, Jeff Holley with Helena Chemical was called by Union Pacific and told that if repairs were not made to the rail-spur that belongs to the City at the Harbor of Refuge, they would no longer be able to deliver railcars to the facility at the Harbor of Refuge. She said Mr. Holley called Harbor Master Jim Rudellat, to let him know what was going on. She said Rudellat then solicited cost proposals from Diamond K Services, Inc. and Lonestar Railroad Contractors, Inc. to perform needed repairs to the rail spur. She said Diamond K submitted the lowest bid for repairs at a Base Bid cost of \$30,773.00 (bare minimum required before additional rail cars could be delivered) and an alternate addition of \$8,042.00 to remove/replace an additional 50 rail ties (also needed to provide a safe track for the rail cars). Weaver said she approved the expenditure as an emergency item needed to protect health and safety and keep Helena Chemicals in operation.

At the April 6, 2021 Port Commission meeting, the Port Commission expressed appreciation for moving forward with these emergency repairs and recommended to City Council that this expenditure in the amount of \$38,815.00 be ratified.

The Base Bid repairs were completed on March 5, 2021 and the additional repairs were completed on March 12, 2021. Weaver advised the City has contracted with Diamond K to perform a quarterly inspection with a written report for a cost of \$350.00 per inspection.

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

THAT, in accordance with recommendation of staff, Council approves Ratifying approval of Invoice from Diamond K Services, Inc. of Cuero, Texas, in the amount of \$38,815.00 for emergency repairs rendered to the rail spur at Harbor of Refuge on behalf of Port Commission.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 6 Barr.

Voting Yea:

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

6. **Consider Resolution No. R-041221-2 to award an Administration Contract for the Texas Department of Housing and Community Affairs (TDHCA) 2021 HOME Program implementation.**

WHEREAS, it is necessary and prudent to initiate the implementation process at the earliest possible date;

WHEREAS, a significant amount of time can be saved by completing the procedures for hiring professional services for the HOME Investment Partnership Program at the earliest possible time; and

WHEREAS, the Request for Proposal procedures for administrative and soft cost management services are valid for the HOME Investment Partnership Program contract term.

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

Section 1. That Grantworks, Inc. be awarded a contract to provide HOME Investment Partnership Program related administration services and soft cost project management services for the HOME Reservation and Contract Program.

Section 2. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 3 Tippit.

Voting Yea:

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

7. **Consider a Citizen Participation Plan for the City of Port Lavaca in connection with the Texas Community Development Block Grant Program (TxCDBG).**

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 adopting a Citizen Participation Plan and Citizen Complaint Procedures to be followed during implementation of Texas Community Development Block Grant Program (TxCDBG), a copy which is on file in its entirety, in the office of the City Secretary.

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

Motion made by Councilman District 2 Dent, Seconded by Councilman District 5 Ward.

Voting Yea:

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

8. Consider award of construction contract for the Dredging of Smith Harbor.

Interim City Manager Weaver and Harbor Master Rudellat advised Council that the 2020-2021 Capital Improvement Plan (CIP) has \$450,000.00 budgeted to dredge Smith Harbor. At the September 18, 2020 City Council meeting, a Task Order was awarded to Urban Engineering in the amount of \$37,650.00 to prepare bid documents for this dredging project. This left \$412,350.00 for construction.

The scope of the project consists of mechanically dredging approximately 9,300 CY of material from Smith Harbor and the removal of an existing boat house, piers, and other debris from Smith Harbor. Approximately 2/3rds of the dredged material are expected to be placed onsite as shown on the site plan and the remainder will be taken to the Harbor of Refuge. Bids were received as follows:

Name of Vendor	Amount Bid	Calendar Days
Derrick Construction Co., Inc.	\$307,850.00	90
Peninsula Marina, Inc.	\$391,950.00	45
Shirley & Sons Construction Co., Inc.	\$424,400.00	90
Rexco, Inc.	\$490,303.30	200

The Low Bidder is Derrick Construction Company, Inc. with a bid of \$307,850.00. I will note that the engineer's cost estimate for this scope was \$295,000.00. Derrick Construction is the contractor that reconstructed the Bayfront Peninsula Park Fishing Pier.

As you recall there was some conversation at budget time last year regarding whether to perform a Master Plan Study prior to dredging the harbor. \$50,000 has been budgeted to fund a new Master Plan Study of the waterfront, but Request for Qualifications (RFQ's) have not been completed yet. The Port Commission has discussed this with Urban Engineers and regardless of the final determined use of the harbor, this work to dredge and cleanup the harbor must be done. In addition, there is no real concern about the channel silting up quickly, especially with the small traffic of the 2 to 3 shrimp boats coming in and out of the harbor.

Port Commission is recommending award of a construction contract to Derrick Construction for this dredging and demolition work in the amount of \$307,850.00.

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

THAT, in accordance with recommendation of Port Commission and staff, Council hereby approves award of construction contract for the Dredging of Smith Harbor, as presented, to Derrick Construction Company, Inc. in the amount of \$307,850.00 and 90 calendar days to complete from receipt of Notice to Proceed.

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

Motion made by Councilman District 5 Ward, Seconded by Councilman District 1 Smith.

Voting Yea:

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

9. **Consider First Reading of an Ordinance (G-3-21) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 32 - Parks and Recreation, Chapter 38 - Solid Waste, CH 54 – Waterways); and providing an effective date.**

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

THAT, in accordance with recommendation of staff, Council hereby approves Ordinance No. G-3-21 on this the first reading.

Motion made by Councilman District 2 Dent, Seconded by Councilman District 1 Smith.

Voting Yea:

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

10. **Consider Tariff Rates for Helena Chemicals Harbor of Refuge Lease.**

Mayor Whitlow announced that Councilman Smith, Interim City Manager Weaver, Harbor Master Rudellat and Port Commission Chairman Davila will get together with Helena representatives and come to a consensus which will then be brought back to City Council for consideration.

No action necessary and none taken.

11. **Consider selection of engineering consultant for upgrades to the Wastewater Treatment Plant (WWTP) and Water Supply Master Plan.**

Interim City Manager Weaver advised Council that in December of 2020, staff solicited Requests for Qualifications (RFQ's) from Engineering Firms to assist in the assessment of the existing water supply and distribution systems, the expansion of the Wastewater Treatment Plant, and planning for future upgrades and expansion of the water and wastewater systems to handle future growth. RFQ's were sent to the following firms:

<u>Name of Company</u>	<u>Responded</u>
1. AECOM	Yes
2. BGE (Brown & Gay Engineering)	Yes
3. CivilCorp	No
4. EHT	Yes
5. G&W Engineering	No
6. KSA Engineering	No
7. Mott McDonald	Yes
8. Schaumburg & Polk	No
9. Urban Engineering	Yes

Staff received five (5) Statement of Qualifications (SOQ) from the following (scores are included):

<u>Name of Company</u>	<u>Water</u>	<u>WWTP</u>
• AECOM	91.8	92.8
• BGE (Brown & Gay Engineering)	75.8	78.8
• EHT	85.0	87.3
• Mott McDonald	90.8	85.8
• Urban Engineering	88.8	85.0

Weaver said the selection committee selected by the mayor comprised of herself, Wayne Shaffer, Tim Dent and Allen Tippit. She said the committee members independently scored the submittals and met as a group to review the submittals together, sharing any comments or impressions that other committee members may have missed in their initial review and to then confirm that the results of the collective scoring align with the recommendation of the committee.

For the Water Planning project, we are looking for a firm with extensive knowledge and expertise in public water distribution and specifically water supply systems (surface, groundwater, and blending).

For the Wastewater Treatment Plant (WWTP) project, we are looking for a firm with extensive knowledge and expertise in working with Texas Commission on Environmental Quality (TCEQ) and designing WWTP's, with experience in upgrading/expanding existing plants (as opposed to only new plants) as a plus.

On both projects, AECOM had the highest ranking. Mott McDonald was #2 in Water and EHT was #2 in Wastewater.

The Selection Committee recommends selecting AECOM to begin cost proposals and contract negotiations. The initial scopes will be:

- Assess our current water supply and evaluate options for additional sources of water for future growth and a secondary source.
- Assess the condition of the existing WWTP and develop a plan for engineering study/design to expand the plant for future growth per TCEQ requirements.

The expense for these contracts is not budgeted, so once a cost proposal and contract are negotiated, we will bring the contracts back to Council for approval.

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

THAT, in accordance with recommendation of staff, Council hereby approves the selection of AECOM as the Engineering Consultant to begin cost proposals and contract negotiations as presented by staff, for upgrades to the Wastewater Treatment Plant (WWTP) and Water Supply Master Plan.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 1 Smith.

Voting Yea:

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

12. Consider recommendation of the Planning Board for approval of a conceptual plan from Mr. Tony Magana for a medium-density residential triplex development with a potential variance request for zero side yard setbacks. Presenter is Jessica Carpenter

Development Services Director Carpenter advised Council to consider a conceptual plan from Mr. Tony Magana for a medium-density residential triplex development, located in Claret Crossing Subdivision lots 53-58, with a potential variance request for zero side yard setbacks.

Mr. Tony Magana is proposing a medium-density residential triplex development with a potential variance request for zero side yard setbacks. The applicant will reconfigure existing lots to meet the design layout for the development via a replat. There are considerations to do one lot or replat to two lots and record a shared open space document with either of these replat options or create individual lots for each unit. Mr. Magana is proposing to build 3 individual triplexes for a total of nine (9) residential units on lots 53-58 of Claret Crossing subdivision. The Planning Board recommends approval of Mr. Magana's conceptual plan, as presented.

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

THAT, in accordance with recommendation of the Planning Board and staff, Council hereby approves the conceptual plan from Mr. Tony Magana for a medium-density residential triplex development, located in Claret Crossing Subdivision lots 53-58, with a potential variance request for zero side yard setbacks.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 2 Dent.

Voting Yea:

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

13. Consider recommendation of the Planning Board for approval of a conceptual plan for Mr. Jimmy Shelton for a proposed medium-density residential townhome development with a variance request for zero side yard setbacks.

Development Services Director Carpenter advised Council to consider a conceptual plan for Mr. Jimmy Shelton for a proposed medium-density residential townhome development with a variance request for zero side yard setbacks. Mr. Shelton is proposing the townhomes to be built on 40 x 70' lots with zero side yard setbacks. The legal description is A0035 Maximo Sanchez, Tract Pt 26, Acres 5.00, and property identification number is 90774.

The applicant's proposed design for the lots meets this lot width standard and the square footage of the townhomes are compliant to this regulation as well. He also developed The Enclave Townhomes in proximity to this proposed Enclave Terrace Townhome development and received the zero-side yard setback for the original Enclave Townhome development. The Planning Board recommends approval of Mr. Shelton's conceptual plan, as presented.

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

THAT, in accordance with recommendation of the Planning Board and staff, Council hereby approves a conceptual plan a conceptual plan for Mr. Jimmy Shelton for a proposed medium-density residential townhome development with a variance request for zero side yard setbacks.

Motion made by Councilman District 1 Smith, Seconded by Councilman District 5 Ward.

Voting Yea:

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

Voting Abstaining: Councilwoman District 4 (Mayor Pro Tem) Padron (Lost Zoom Feed)

14. Consider recommendation of the Port Commission regarding proposal from CRG Texas to conduct a Limit Phase II Environmental Site Assessment at Tracts 16, 17 and 17A (26.66 Acres) at the Harbor of Refuge.

Interim City Manager Weaver reminded Council that the Port Commission contracted with CRG Texas Environmental Services to perform a Modified Phase I Environmental Site Assessment on Tracts 16, 17, and 17A at the Harbor of Refuge. Of key interest in the report is the results of 5 shallow soil samples tested as part of the ESA. A copy of the Site Map showing the location of those soil samples as well as Table 1 showing the Analytical Results of the testing done is on file, in its entirety, in the office of the City Secretary.

The Port Commission discussed this at their April 6 meeting and recommended for Council to move forward with the Limited Phase II Environmental Site Assessment of these tracts per the proposal of CRG Texas in the amount of \$28,164.00. This is not a budgeted expense. The Port Commission further recommends that the funds come from General Fund Reserves since this involves the site in its use as an old landfill.

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 proposal from CRG Texas to conduct a Limit Phase II Environmental Site Assessment at Tracts 16, 17 and 17A (26.66 Acres) at the Harbor of Refuge, for the sum of \$28,164.00, a copy which is on file, in its entirety, in the office of the City Secretary.

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

Motion made by Councilman District 3 Tippit, Seconded by Councilman District 5 Ward.

Voting Yea:

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

15. Receive update on city-wide brush cleanup operations and consideration of purchase of a S220 Air Burner.

Interim City Manager Weaver advised Council that the Port Commissioners were under the impression that the lead time was much longer than 3-4 months when they made their motion on Monday to recommend to Council to move forward with the purchase at this time. She suggested that Council give her and Public Works Director Shaffer a bit more time to get more of their questions answered and bring a complete plan of operation proposal to the Council at a workshop in the very near future. She said that based upon the preliminary information she has from the Texas Commission on Environmental Quality (TCEQ), it appears that the permit application is straight forward and required a public comment period, which is most likely 30 days, but she has not confirmed that yet. She said TCEQ states that complete applications with no issues are usually issued within.

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 tables this agenda item.

Motion made by Councilman District 2 Dent, Seconded by Councilman District 5 Ward.

Voting Yea:

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

16. Consider Resolution R-041221-3 to extend condolences to Taiwan for the loss of people in the Taroko Express Railroad crash incident.

WHEREAS, on Friday morning, April 2, 2021, a high-speed passenger train derailed in Hualien Taiwan, killing at least 50 and injuring 216 of the passengers; and

WHEREAS, a construction crane truck slid onto the tracks only around one minute before the accident happened and the packed train carrying almost 500 passengers and crew slammed into the truck near the eastern city of Hualien, causing it to derail near the entrance to Qingshui Tunnel becoming one of the island's worst rail accident in many decades; and

WHEREAS, the City of Port Lavaca and Taiwan have many friendly ties. This tragedy has saddened and shocked the citizens of Port Lavaca.

NOW, THEREFORE, BE IT RESOLVED, That We, the Members of the City Council of Port Lavaca, Texas, are struck with sorrow and anguish from this tragedy, and we extend our deepest sympathy and condolences to all the people of Taiwan for the tragic losses suffered.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 3 Tippit.

Voting Yea:

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

17. 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**

Mayor Whitlow announced that Council would retire into closed session at 8:18 p.m.

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

Mayor Whitlow announced that Council was back in open session at 9:00 p.m. and the following action would be considered:

A resolution (No. R-041221-4) authorizing the Interim City Manager to take all actions necessary to protect the interests of the City of Port Lavaca (City) in their water rights, water supply and water treatment.

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

The City previously authorized the Interim City Manager to execute all documents necessary to replace the existing water supply contract with a new Water Supply Agreement between the Guadalupe-Blanco River Authority (GBRA) and the City and execute such other documents pertinent thereto. The City is working towards substantial agreement regarding improvements necessary to improve and maintain the current facility.

GBRA management held an informal meeting with the City on March 3, 2021 to inform them that they had been approached and were considering the sale of the City's facility. The Board of Directors of GBRA, without the approval or consent of the City, on March 17, 2021 authorized the General Manager/CEO to negotiate the sale, of GBRA water treatment and distribution assets in Calhoun County pursuant to a letter of intent with a private firm, Undine, LLC, whereby the firm would will conduct its own evaluation of facilities that properly belong to the City, including plans to develop, operate and maintain the facilities, all without the City's participation or consent.

Water supply is critical to the economic and social future of Calhoun County and the City cannot lose control of facilities and water rights that were specifically entrusted to GBRA for the sole benefit of the City and people of Calhoun County. The City is not opposed to the sale or lease of the foregoing assets. The City asserts however that the City and people of Calhoun County, not GBRA should benefit from any sale and retain control thereof.

The City now authorizes the Interim City Manager to initiate legal and administrative action to protect the City's water rights, water supply, and water treatment options. The Interim City Manager will also draft a formal letter to the Lt. Governor and members of the Texas Senate requesting that pending nominations to GBRA's Board of Directors not be confirmed by the 87th Legislature, allowing the Governor to appoint a new Board that reflects a proper understanding of the role and purpose of GBRA as carrying the States in protecting the environmental and economic development of the lower Guadalupe Basin.

This resolution shall become effective immediately upon adoption.

Motion made by Councilman District 2 Dent, Seconded by Councilman District 6 Barr.

Voting Yea:

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

VII. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 6 Barr, Seconded by Councilman District 5 Ward.

Voting Yea:

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

Meeting adjourned at 9:04 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

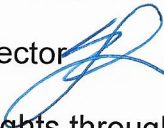
SUBJECT: Receive monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

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

To: Mayor and Members of the City Council
From: Susan Lang, Finance Director 
Subject: FY 20-21 Financial Highlights through **April 30, 2021**
Date: April 5, 2021

Below are the following reports for the period ending **April 30, 2021**, or **58%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,371,723** for the year as of March. Collections in FY20-21 are 93.6% of total adjusted tax levy. Total current year Property Taxes Outstanding as of March is **\$296,051**.

In the General Fund, revenues through **4/30/21** are **79%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,038,328** for the year as of April. Collections in FY20-21 are 102% of budget.
2. *Sales Tax* collections through April were **\$1,960,840** or 67% of budget. Collections through April in FY 19-20 were **\$2,071,041**.
3. *Building Permits* collections are **\$103,530** for the year, or 87% of budget. Collections through April in FY 19-20 were **\$95,837**.
4. *Bauer Center Rentals* through March are **\$23,855** or 68% of budget. Collections through April in FY 19-20 were **\$26,405**.
5. *Court Fines* are **\$61,103** for the year, or 49% of budget. Collections through April in FY 19-20 were **\$55,862**.

Expenditures in the General Fund for the year are **46%** of budget.

In the Utility Fund, revenues as of **4/30/21** are **52%** of budget. In addition:

1. *Metered Water* sales through April are **\$1,203,503** or **49%** of budget.
2. *Residential Sewer* sales through April are **666,489** or **56%** of budget.
3. *Garbage Billings* through April are **\$412,645** or **59%** of budget.

Adjusted expenditures in the Utility Fund for the year are **56%** of budget.

Summary – FY 2020-2021 through 3/31/21

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>Reserve Xfer to CIP *</u>	<u>Adjusted Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$7,342,857	79%	7,435,172	(2,410,000)	5,025,172	46%	2,317,685
Utility	\$3,130,607	52%	7,583,803	(3,885,000)	3,698,803	56%	(568,196)
HOT	\$189,684	38%	234,181	0	234,181	39%	(44,498)
Beach	\$113,449	19%	327,999	(15,000)	312,999	55%	(199,550)
Port	\$420,634	67%	983,104	0	983,104	62%	(562,470)
						Total	\$942,971

*The City reserves flexibility to delay and/or cancel approved CIP projects, if necessary

Summary Revenue and Expenditure Reports for the selected funds are attached for your review.

COMMUNICATION

SUBJECT: Payment of Invoices Exceeding \$1,500

INFORMATION:

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103862 ALL PUMP & EQUIPMENT CO					
INV 3041694	3/17/2021 4/14/2021	4/14/2021 57083	LABOR TO CLARIFIER DRIVE	WWTP	\$1,722.50
01-103074 ALL-PUMP & EQUIP. CO.					
INV 3040602	11/5/2020 4/14/2021	4/14/2021 57084	REPAIRS TO CLARIFIER GEAR BOX	WWTP	\$41,976.00
INV 3040693	1/7/2021 4/14/2021	4/14/2021 57084	REPAIRS TO CLARIFIER GEAR BOX	WWTP	\$8,700.00
01-103869 AMERICAN RESTORATION					
INV APP 3	4/7/2021 4/14/2021	4/14/2021 57085	FAYE BAUER STERLING PARK CONSTRUCTION CONTRACT FOR REPAIRS	FAYE BAUER	\$15,363.00
01-101855 THIRKETTLE CORPORATION					
INV INV0081725	3/22/2021 4/14/2021	4/14/2021 57086	WATER METER	UTILITY MAINTENANCE	\$4,408.80
01-103058 BAREFOOT CONSTRUCTION					
INV 001868	3/31/2021 4/14/2021	4/14/2021 57089	REMOVED/REPLACE DOOR	PORT REVENUE FUND	\$4,935.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102265 BIO-AQUATIC TESTING, INC.					
INV 00058411	4/12/2021 4/14/2021	4/14/2021 57091	TESTING SERVICES	WWTP	\$1,610.00
01-103266 BLS CONSTRUCTION INC.					
INV 002	3/22/2021 4/7/2021	4/5/2021 57071	LH BEACH DOCK IMPROVMENTS	LIGHT HOUSE BEACH	\$103,771.14
01-102150 BRANNAN PAVING CO. LTD					
INV 009534	2/28/2021 4/14/2021	4/14/2021 57092	GEORGE STREET CIP PROJECT 2019-2020	STREETS	\$109,889.53
INV 009569	3/31/2021 4/28/2021	4/29/2021 57206	GEORGE STREET CIP PROJECT 2019-2020	STREETS	\$74,785.20
01-102558 BSN SPORTS, INC.					
INV 911666326	2/11/2021 4/14/2021	4/14/2021 57093	SPORTS SUPPLIES BASEBALL FIELD	PARKS & RECREATION	\$1,645.03
01-102917 BUREAU VERITAS NORTH AMERICAN					
INV 1576342	3/31/2021 4/14/2021	4/14/2021 57094	BACKUP INSPECTIONS	CODE ENFORCEMENT	\$1,951.88

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102276 CALDWELL COUNTY CHEVROLET					
INV MZ241362	4/1/2021 4/14/2021	4/14/2021 57097	CREW TRUCK	PARKS & RECREATION	\$26,576.00
01-101569 CALHOUN COUNTY YMCA					
INV 03/2021	3/21/2021 4/28/2021	4/29/2021 57209	MEMBERSHIP DUES MARCH 2021	ALL DEPARTMENTS	\$2,105.60
01-102565 CARD SERVICE CENTER					
INV 0305/032021	4/7/2021 4/14/2021	4/14/2021 57100	CREDIT CARD CHARGES	ALL DEPARTMENTS	\$6,422.76
01-100105 PORT LAVACA CHAMBER OF COMMERCE					
INV 202104159494	4/15/2021 4/28/2021	4/29/2021 57215	TOURISM SERVICE AGREEMENT	BAUER CENTER	\$25,000.00
01-101233 CIVILCORP, LLC					
INV 160127	3/25/2021 4/14/2021	4/14/2021 57108	CAPITAL IMPROVEMENT GEORGE STREET RECONSTRUCTION	STREETS	\$1,808.00
INV 160130	3/25/2021 4/14/2021	4/14/2021 57109	ENGINEERING - EZZELL ST 2020-2021 CIP	STREETS	\$4,900.00
INV 160131	3/25/2021 4/14/2021	4/14/2021 57110	ENGINEERING - EAST GEORGE ST 2020-2021 CIP	STREETS	\$4,200.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-101233 CIVILCORP, LLC					
INV 160206	4/16/2021 4/28/2021	4/29/2021 57217	ENGINEERING - EZZELL ST 2020-2021 CIP	STREETS	\$3,650.00
INV 160207	4/16/2021 4/28/2021	4/29/2021 57218	ENGINEERING - EAST GEORGE ST 2020-2021 CIP	STREETS	\$3,150.00
INV EP016791	12/31/2020 4/7/2021	4/5/2021 57072	ENGINEERING SERVICES FEDERAL GRANT PROJECT	CDBG GRANT	\$93,024.36
01-101609 COASTAL OFFICE PRODUCTS					
INV OE-QT-16848-1	3/11/2021 4/14/2021	4/14/2021 57112	FILE CABINETS	CODE ENFORCEMENT	\$3,292.45
01-100129 CORE & MAIN LP					
INV N922642	4/8/2021 4/28/2021	4/29/2021 57222	WATER MAIN PARTS	UTILITY MAINTENANCE	\$6,628.50
01-102609 DATAPROSE, LLC					
INV DP2101054	3/31/2021 4/14/2021	4/14/2021 57115	UTILITY BILLING MARCH 2021	UTILITY BILLING	\$3,240.68
01-100728 FERGUSON ENTERPRISES, INC					
INV 9132287	3/30/2021 4/14/2021	4/14/2021 57120	WATER & SEWER MAIN PARTS	UTILITY MAINTENANCE	\$2,026.81

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-100728 FERGUSON ENTERPRISES, INC					
INV 9135894	4/8/2021 4/28/2021	4/29/2021 57233	WATER & SEWER MAIN PARTS	UTILITY MAINTENANCE	\$2,254.76
INV 9156536	4/19/2021 4/28/2021	4/29/2021 57233	REPAIR CLAMP	UTILITY MAINTENANCE	\$2,015.00
01-100154 FIRESTONE OF PORT LAVACA					
INV 0072103	1/5/2021 4/28/2021	4/29/2021 57234	REPAIRS TO UNIT #2815	POLICE DEPARTMENT	\$1,506.40
01-102882 FRONTIER SOUTHWEST INC					
INV 18830907065/042021	4/10/2021 4/28/2021	4/29/2021 57236	PHONE CHARGES APRIL 2021	ALL DEPARTMENTS	\$2,711.44
01-102490 U.S. BANK NATIONAL ASSOCIATION					
INV 04/2021	4/24/2021 4/28/2021	4/29/2021 57237	FUEL APRIL 2021	ALL DEPARTMENTS	\$7,722.85
01-100174 G & W ENGINEERS, INC.					
INV 9101.197b-0321	4/4/2021 4/28/2021	4/29/2021 57238	HAZARD MITIGATION GRANT	PORT REVENUE FUND	\$49,500.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-101048 GRANTWORKS, INC.					
INV 4-7218379	3/12/2020 4/14/2021	4/15/2021 57182	ADMINISTRATION	CDBG - CENTER ST. TARGET	\$3,025.00
01-100186 GUADALUPE BLANCO RIVER					
INV SI011277	4/9/2021 4/14/2021	4/14/2021 57124	WATER PURCHASED MARCH 2021	NON-DEPARTMENTAL	\$99,250.27
01-100187 GUADALUPE BLANCO RIVER					
INV SI011250	4/5/2021 4/14/2021	4/14/2021 57125	STORED WATER IN CANYON LAKE	NON-DEPARTMENTAL	\$28,186.67
01-100190 GULF COAST PAPER COMPANY INC.					
INV 2030229	4/13/2021 4/28/2021	4/29/2021 57241	CLEANING SUPPLIES	PARKS & RECREATION	\$1,866.29
01-101839 HARRISON, WALDROP					
INV 8556	3/31/2021 4/14/2021	4/14/2021 57127	AUDIT FEES	NON-DEPARTMENTAL	\$5,000.00
01-103865 HR GREEN INC.					
INV 142116	3/19/2021 4/14/2021	4/14/2021 57130	AWIA RISK ASSESSMENT	UTILITY MAINTENANCE	\$2,469.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102141 INDUSTRIAL DISPOSAL SUPPLY					
INV 466045	3/17/2021 4/14/2021	4/14/2021 57132	SWEEPER PARTS	STREETS	\$13,995.57
01-100260 LESTER CONTRACTING, INC.					
INV 2005710	3/31/2021 4/28/2021	4/29/2021 57248	STREET IMPROVEMENTS JACKSON ST 2019-2020 CIP PROJECT	STREETS	\$12,524.04
INV 2018903	2/28/2021 4/28/2021	4/29/2021 57249	FIREHYDRANT REPLACEMENT	UTILITY MAINTENANCE	\$6,750.00
INV 2102301	3/12/2021 4/14/2021	4/14/2021 57135	RED DIRT	PARKS & RECREATION	\$3,550.00
INV 2106101	3/31/2021 4/28/2021	4/29/2021 57250	LOWER MANHOLES	UTILITY MAINTENANCE	\$21,400.00
INV EST 7	2/28/2021 4/28/2021	4/29/2021 57251	FIRE HYDRANT	UTILITY MAINTENANCE	\$12,506.75
01-102904 JESSE JAMES LLC					
INV 1671	4/7/2021 4/14/2021	4/14/2021 57136	IT SERVICES 4/7/21-05/6/21 PD	TECHNOLOGY (POLICE DEPARTMENT)	\$1,810.00
INV 1673	4/17/2021 4/28/2021	4/29/2021 57252	IT SERVICES 4/17/21-5/16/21	TECHNOLOGY (ALL DEPARTMENTS)	\$2,500.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102016 MARVELOUS GARDENS INC.					
INV 5298	4/15/2021 4/14/2021	4/16/2021 57186	HIGHWAY MEDIAN CONTRACTED SERVICE	STREETS	\$4,096.66
01-100267 MCCREARY, VESELKA,					
INV 03/2021	4/13/2021 4/14/2021	4/14/2021 57138	COLLECTION DELIQUENT TAX FEES	NON DEPARTMENTAL	\$1,977.22
01-103883 NEWLINE SKATEPARKS FL, INC.					
INV 456	4/24/2021 4/28/2021	4/29/2021 57257	ENGINEERING- SKATE PARK	PARKS & RECREATION	\$4,500.00
01-102612 ONSOLVE, LLC					
INV 15165007	3/31/2021 4/14/2021	4/14/2021 57149	CODERED EXT 07/25/20-07/24/21	TECHNOLOGY (ALL DEPARTMENTS)	\$2,978.00
01-103847 ENVIRONMENTAL SCIENCE CORPORATION					
INV 1345412-S	3/31/2021 4/28/2021	4/29/2021 57260	CHEMICALS	WWTP	\$1,958.00
01-100334 PORT LAVACA, CITY OF					
INV 202104289504	4/28/2021 4/28/2021	4/29/2021 57263	PETTY CASH - CITYWIDE CLEANUP	PETTY CASH	\$2,000.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-101635 PORT LAVACA DODGE					
INV 176501	4/15/2021 4/28/2021	4/29/2021 57264	VEHICLE MAINTENANCE UNIT #2582	UTILITY MAINTENANCE	\$4,163.46
01-100335 PORT LAVACA, CITY OF					
INV 04/2021	4/21/2021 4/28/2021	4/29/2021 57266	WATER/SEWER APRIL 2021	ALL DEPARTMENTS	\$3,704.39
01-102556 PUBLIC SECTOR PERSONNEL CO					
INV 3265	11/3/2020 4/14/2021	4/16/2021 57187	COMPENSATION PLAN	HUMAN RESOURCES	\$5,000.00
01-102309 REPUBLIC SERVICES #847					
INV 0847-001141735	4/7/2021 4/14/2021	4/14/2021 57158	GARBAGE COLLECTION	NON DEPARTMENTAL	\$64,674.13
01-100840 ROBERTS, ODEFY, WITTE					
INV 1608-003M/86	4/8/2021 4/14/2021	4/14/2021 57160	MUNICIPAL COURT / MARCH 2021	NON DEPARTMENTAL	\$4,930.20
01-102474 SCOTT-HART, INC					
INV 734	12/7/2020 4/28/2021	4/29/2021 57271	EMERGENCY SEWER CLEAN UP	NON DEPARTMENTAL	\$6,331.47

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-101259 SHIRLEY & SONS CONST CO.					
INV 3232	12/11/2020 4/14/2021	4/14/2021 57164	CONSTRUCTION AT LH BEACH BOAT RAMP	LIGHTHOUSE BEACH	\$15,800.00
INV 3242	3/9/2021 4/14/2021	4/14/2021 57164	SCULLYS BULKHEAD AND FINGER PIERS CITY DOCK	PORT REVENUE FUND	\$12,448.80
01-102145 STAR W EQUIPMENT REPAIRS					
INV 4956	4/13/2021 4/28/2021	4/29/2021 57273	SWEEPER REPAIR	STREETS	\$8,780.00
01-100393 STATE COMPTROLLER					
INV 202104069483	4/5/2021 4/14/2021	4/14/2021 57167	1ST QTR STATE CRIMINAL COST	MUNICIPAL COURT	\$18,533.51
01-103919 THE COUNTY OF CALHOUN TEXAS					
INV 04122021	4/12/2021 4/14/2021	4/14/2021 57169	OIL DISTRIBUTOR AND TRUCK	STREETS	\$9,500.00
01-100419 TML - IEBP					
INV 05/2021	4/27/2021 4/28/2021	4/29/2021 57278	HEALTH/DENTAL INSURANCE	ALL DEPARTMENTS	\$63,410.14

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-100418 TML INTERGOVERNMENTAL RISK					
INV 9099/042021	4/1/2021 4/14/2021	4/14/2021 57170	INSURANCE	ALL DEPARTMENTS	\$42,533.80
01-100444 UNION PACIFIC RAILROAD CO					
INV 312546110	4/1/2021 4/28/2021	4/29/2021 57282	LEASE RENT	NON DEPARTMENTAL	\$2,459.75
01-103205 UPSTAGE CENTER, INC					
INV 202104129486	4/12/2021 4/14/2021	4/14/2021 57175	PARTY IN THE PARK	HOTEL OCCUPANCY TAX	\$2,700.00
01-100446 USA BLUE BOOK					
INV 534893	3/17/2021 4/14/2021	4/14/2021 57176	SAMPLE STATION	UTILITY MAINTENANCE	\$1,609.58
01-103860 VICTOR FREDERICKSEN					
INV 21-026	3/10/2021 4/14/2021	4/16/2021 57190	ENGINEERING TO DEVELOP BID PACKAGE	STREETS	\$5,000.00
01-100784 VICTORIA BUILDER SUPPLY					
INV 202104169496	4/13/2021 4/14/2021	4/16/2021 57191	DOORS, WINDOW AND GLASS	PORT REVENUE FUND	\$2,095.50

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103113 VICTORIA COLLEGE					
INV S0006412	4/8/2021 4/14/2021	4/14/2021 57177	TUITION- POLICE ACADEMY	POLICE DEPARTMENT	\$1,550.00
01-103802 WALLER COUNTY ASPHALT, INC.					
INV 20469	3/26/2021 4/14/2021	4/14/2021 57180	ASPHALT	STREETS	\$2,952.07
INV 20481	3/29/2021 4/14/2021	4/14/2021 57180	ASPHALT	STREETS	\$2,946.16

TOTAL INVOICES PAID OVER \$1500.00	\$1,135,960.12
---	-----------------------

CITY OF
Section VI. Item #C.

Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
March 9, 2021 to April 7, 2021

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$4,086.99
- Payments	\$4,086.99
- Other Credits	\$10.05
+ Purchases	\$6,432.81
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$6,422.76

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$17,381.00
 Statement Closing Date April 7, 2021
 Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$6,422.76
 Minimum Payment Due: \$192.69
 Payment Due Date: May 2, 2021

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/16	03/16	F1127002B00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$4,086.99-
			TOTAL XXXXXXXXXXXX0305	\$4,086.99-
03/16	03/17	82700882BS66F924K	LUPE TORTILLA #6 SUGARLAND TX	\$79.06
03/29	03/30	55480772T2MGRVRKQ	RAZZOO'S CAJUN CAFE #3 FORT WORTH TX	\$40.02
03/29	03/30	55436872T4QGW7Y4W	OMNI FT WORTH STARBUCK FORT WORTH TX	\$13.05
03/29	03/31	55310202T5SL12HPZ	BILLY BOB'S BAR & CAFE FORT WORTH TX	\$15.99
03/30	03/31	55436872S4QH6VM3X	OMNI FT WORTH STARBUCK FORT WORTH TX	\$15.65
03/30	04/01	52708082S61DK92L2	PF CHANGS #9972 FORT WORTH TX	\$50.22
03/31	04/01	55436872V4QHHN5NN	OMNI FT WORTH STARBUCK FORT WORTH TX	\$15.65
03/31	04/02	85544022V019DD8TN	PICCHI PACCHI ITALIAN FORT WORTH TX	\$30.57

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: \$6,422.76
 Minimum Payment Due: \$192.69
 Payment Due Date: May 2, 2021

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

11273390700003050001926900006422765



Section VI. Item #C.

CITY

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/01	04/02	05140482VMHDDJDQDJ	H-E-B GAS/CARWASH #7 CUERO TX	
04/01	04/02	55436872W4QJ1KD1E	OMNI FT WORTH STARBUCK FORT WORTH TX	\$32.00
04/01	04/02	55436872W4QJ1TPJV	OMNI FORT WORTH HOTEL FORT WORTH TX	\$13.05
		CHECK-IN 03/28/21	FOLIO #5523941	\$873.44
COLIN RANGNOW				
TOTAL XXXXXXXXXXXXX0727 \$1,178.70				
04/05	04/06	85450932ZWGR3T2VV	OSS ACADEMY SPRING TX	
04/05	04/06	85450932ZWGR3T2W3	OSS ACADEMY SPRING TX	\$40.00
04/05	04/06	5543286305SANG7V0	TEEX RETAIL COLLEGE STATI TX	\$40.00
				\$450.00
ERIC SALES				
TOTAL XXXXXXXXXXXXX0776 \$530.00				
03/31	04/01	55432862S5ST87TPD	AMZN MKTP US*KT1ET7IT3 AMZN.COM/BILL WA	
03/31	04/01	55310202V2DYGK2RV	AMZN MKTP US*QN1AB81L3 AMZN.COM/BILL WA	\$47.97
04/01	04/01	55432862V5SW9NKX0	AMZN MKTP US*LG8PB5343 AMZN.COM/BILL WA	\$65.97
				\$7.99
KAREN NEAL				
TOTAL XXXXXXXXXXXXX0784 \$121.93				
03/09	03/10	5543286255SSGVY6S	TEEX RETAIL COLLEGE STATI TX	
03/25	03/26	55436872M4QFR3L2Z	DOUBLETREE BY HILTON 210-5341000 TX	\$225.00
				\$2.98
JAVIER RAMOS				
TOTAL XXXXXXXXXXXXX0867 \$227.98				
03/08	03/09	5543286235SHEKD3H	IN *SAFETY AND FIRE ED 281-9320891 TX	
03/12	03/15	851841229S66GNWJW	TEXAS FIRE CHIEFS ASSO 512-9397277 TX	\$215.00
03/31	04/01	55488722VBMMDM27P9	DSHS REGULATORY PROG 5124587111 TX	\$395.00
03/31	04/01	55488722VBMMDM27RJ	DSHS REGULATORY PROG 5124587111 TX	\$64.00
04/05	04/07	851841230S66JKYWV	TEXAS FIRE CHIEFS ASSO 512-9397277 TX	\$64.00
				\$395.00
JUAN LUNA				
TOTAL XXXXXXXXXXXXX0941 \$1,133.00				
03/09	03/10	5541734254MLY4Z6D	TLF*MC ADAMS FLORAL IN VICTORIA TX	
03/23	03/24	55432862J5SM7YKYE	WALMART GROCERY 800-966-6546 AR	\$179.58
03/31	04/01	55432862S5STZTF8D	B2B PRIME*VF1UV7G43 AMZN.COM/BILL WA	\$130.88
				\$179.00
MANDY GRANT				
TOTAL XXXXXXXXXXXXX1238 \$489.46				
03/11	03/12	5543286265S93EM8G	AMZN MKTP US*6C7IE1MQ3 AMZN.COM/BILL WA	
03/17	03/18	52704872Q2DZ4KG93	PSI SERVICES LLC USD 8188476180 CA	\$45.80
				\$50.00
JESSICA CARPENTER				
TOTAL XXXXXXXXXXXXX1329 \$95.80				
04/05	04/06	552635230M0GZ8LAL	CHILI'S COLLEGE STATIO COLLEGE STATI TX	
				\$46.72
JOE REYES JR				
TOTAL XXXXXXXXXXXXX0215 \$46.72				
04/02	04/04	55480772X0T44BSWZ	ZOOM.US 88879996 CREDIT	
03/10	03/11	5543286255SY2KT1X	J2 EFAX SERVICES 323-817-3205 CA	\$10.05-
03/10	03/11	152702125003A11VV	MICROSOFT*STORE MSBILL.INFO WA	\$119.94
03/12	03/14	1527021270050YJ6A	MICROSOFT*STORE REDMOND WA	\$108.24
03/22	03/23	55432862H5SBFF15M	UPS*000000V4145F111 800-811-1648 GA	\$108.24
03/29	03/30	55432862R5S9TG2J7	UPS*000000V4145F121 800-811-1648 GA	\$10.64
03/30	03/31	02300962T8PKZYNN7	GOVERNMENT FINANCE OFF CHICAGO IL	\$25.13
03/31	04/01	55480772V0T3GTW2Y	ZOOM.US 8887999666 CA	\$85.00
04/01	04/04	55207392W002NTE7P	AUTHORIZE.NET SAN FRANCISCO CA	\$159.95
				\$30.00

Transactions continued on next page



Section VI. Item #C.

CITY

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/03	04/05	55432862X5SPWRVAE	AMZN MKTP US*M17EH3HL3 AMZN.COM/BILL WA JOANNA WEAVER	\$1,139.05
TOTAL XXXXXXXXXXXXX0249				\$1,776.14
03/18	03/19	02306632E00FH3SJB	BREWSTER STREET ICEHOU CORPUS CHRIST TX	\$46.69
03/18	03/21	05436842E8PKE7YM8	OPC*DEL MAR COLLEGE 866-866-5257 TX	\$23.50
03/19	03/22	85544022GWGNGMLM6	MAIN STREET SHIPPING C PORT LAVACA TX	\$46.70
03/22	03/23	55432862H5SBDSTZW	AMZN MKTP US*J86TC5JN3 AMZN.COM/BILL WA	\$645.12
03/22	03/23	55432862H5SBT5DH1	AMZN MKTP US*PU7656XC3 AMZN.COM/BILL WA	\$54.02
04/01	04/02	02305372W00GHZRG2	USPS PO 4872200979 PORT LAVACA TX CYNTHIA HEYSQUIERDO	\$7.00
TOTAL XXXXXXXXXXXXX0264				\$823.03

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	14.24% (v)	\$0.00	30	\$0.00
Cash Advances	14.24% (v)	\$0.00	30	\$0.00

(v) - variable

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

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

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

COMMUNICATION

SUBJECT: Port Commission Lease: Big Bear Shrimp & Seafood LLC - 2 Year Option to extend

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.05.2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JODY WEAVER, INTERIM CITY MANAGER 

SUBJECT: **BIG BEAR 2-YR OPTION TO EXTEND LEASE OF SLIP CH1/ADJACENT LAND AND BUILDINGS – TO INCLUDE THE LAND ON WHICH SITS BIG BEAR’S GENERATOR**

In April, Big Bear Shrimp & Seafood, LLC submitted their request to exercise their one two (2) year option to extend their lease of “Slip CH1 and adjacent land and buildings” at the City Harbor to June 30, 2023.

There was some discussion among the commissioners at the March Port Commission meeting that there had been a previous discussion with Mark Dietzel of Big Bear about increasing his rent from \$300/month to \$500/month when permission was granted to permit the installation of the generator and CenterPoint gas main. I did contact Mr. Dietzel and asked him about this. Mr. Dietzel does not recall any discussion of increasing the rent. I did listen to the recording of the Port Commission meeting in January 2020, when approval of the gas line was provided, and there was no discussion of amending the rental rate.

The current lease does state that the rent covers “Slip CH1 and adjacent land and buildings.” For consideration, Mr. Dietzel did pay \$700 to Centerpoint Energy for the gas line, which is now a permanent improvement to the slip. The current lease document does allow for a single 2-year extension of this lease with written notice from Big Bear to the City within 60 days of the expiration date of June 30, 2021, which has been met.

My recommendation to the Port Commission was to accept the request to exercise the two-year extension at \$300/month, accepting the location of the generator as part of the leased Slip CH1 space. A more details description of the limits of the lease can be made when a new lease document is executed beginning July 1, 2023.

Note Effective July 1, 2021, per the lease document, the rental rate of \$300 will be adjusted by the most current Municipal Cost Index published at that time. An MCI adjustment will also be made effective July 1, 2022.

RECOMMENDATION: The Port Commission voted 3 to 2 to accept my recommendation to accept the request to exercise the 2-year extension of the current lease.

Ayes – Raymond Butler, Sue Traylor, David Roberts

Nays – Alex Davila and Mike McGuire

I am recommending that Council ratify the action of the Port Commission

COMMUNICATION

SUBJECT: Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Tim Dent, District 2 and Ken Barr, District 6 to serve a new term of three (3) years. Presenter is Mandy Grant

INFORMATION:

COMMUNICATION

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

INFORMATION:

COMMUNICATION

SUBJECT: Consider Resolution No. R-051021-1 of the City of Port Lavaca, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates within the city should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Presenter is Anne Marie Odefey

INFORMATION:

RESOLUTION NO. R-051021-1

A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

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

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

WHEREAS, on or about April 6, 2021 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 51984, seeking to increase electric distribution rates by approximately \$39.87 million (an approximately \$2.60 increase to the average residential customer's bill from the rates just approved in the Company's rate case); and

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

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

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

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 51984.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of May, 2021.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

MODEL STAFF REPORT REGARDING AEP TEXAS’S DISTRIBUTION
COST RECOVERY FACTOR FILING

On April 6, 2021, AEP Texas Inc. (“AEP” or “Company”) filed an Application to Amend its Distribution Cost Recover Factors (“DCRF”) to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$54.56 million (an approximately \$2.60 increase to the average residential customer’s bill from the rates just approved in the Company’s rate case).

The resolution authorizes the City to join with the Cities Served by AEP (“Cities”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with Cities as a party in the Company’s DCRF filing, PUC Docket No. 51984.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company’s application is unreasonable and should be denied.
4. This section states that the Company’s current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

COMMUNICATION

SUBJECT: Consider request of Yolanda Resendiz (565 Bayou Drive, Port Lavaca, Texas) for a Parade Permit with Police Escort for a Quinceañera procession with horses from Our Lady of the Gulf Catholic Church to the Bauer Community Center on Saturday, May 22, 2021 commencing at 2:00 p.m. Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant

From: Chief Colin Rangnow

Date: April 19, 2021

Subject: Agenda Item

Present to the Port Lavaca City Council for approval permit application with police escort for a Quinceanera procession on May 22, 2021 at 2:00 pm. The procession, with several horses, will start at OLG Catholic Church (415 W Austin) and terminate at the Bauer Community Center (2300 TX-35). The parade route will consist as follows:

- Start: OLG Catholic Church (415 W Austin)
- East on West Austin/FM 238
- North on S. Commerce/FM 238
- North on Broadway/FM 238
- End: Bauer Community Center (2300 TX-35)

Point of contact/requestor is Yolanda Resendiz, 565 Bayou Dr. Port Lavaca, Texas. (361) 489-9764. Requestor is aware a \$25.00 fee will be required, and they must provide people to follow behind and pick up any excrement. Staff, Chief of Police Colin Rangnow, recommends approval of request.

Chief Colin Rangnow

Port Lavaca Police Department

COMMUNICATION

SUBJECT: Consider appointment and/or re-appointment of representative(s) to the Golden Crescent Regional Planning Commission (GCRPC) General Assembly and Board of Directors. Presenter is Jody Weaver

INFORMATION:

**GOLDEN CRESCENT REGIONAL PLANNING COMMISSION**

1908 N Laurent, Suite 600, Victoria, TX 77901

(361) 578-1587 / Fax (361) 578-8865

www.gcrpc.org

Golden Crescent Economic Development District

Mayor Jack Whitlow
202 N. Virginia St.
Port Lavaca, Texas 77979

EXECUTIVE COMMITTEE**President**

Josephine E. Soliz
Mayor Pro Tem, City of Victoria

1st Vice-President

Alonzo Morales
Commissioner, Goliad County

2nd Vice-President

Tony Allen
Councilman, City of Cuero

3rd Vice-President

Alice Jo Summers
Mayor, City of Hallettsville

Secretary-Treasurer

Annie Rodriguez
Mayor, City of Yoakum

Director-at-Large

Mike Atkinson
Citizen, Victoria

Director-at-Large

Julio Espinosa
Municipal Judge, Edna

Director-at-Large

Jeffery Tunnell
Executive Director, Gulf Bend
Center

Immediate Past President

Kevin LaFleur
Commissioner, Gonzales County

Executive Director

Michael Ada

April 13, 2021

RE: General Assembly Voting Delegates and Board of Directors Representative

Dear Mayor Whitlow,

City of Port Lavaca's membership in the Golden Crescent Regional Planning Commission (GCRPC), provides the county with the opportunity to annually appoint and nominate a member of City Council for the following:

❖ **Two (2) General Assembly Voting Delegates.**❖ **One (1) Board of Directors Representative.** *Please note, under the Bylaws, this representative must be chosen from the two (2) approved voting delegates.*

The General Assembly, GCRPC's policy body, meets annually. The Board of Directors, GCRPC's governance body, meets monthly. Terms begin September 1st and end August 31st annually. A city's current voting delegates and board representative may continue to serve at the pleasure of the City Council.

Port Lavaca's current voting delegates and board representative are:

Voting Delegate & Board Rep.	Councilperson Rosie Padron
Voting Delegate	Councilperson Jim Ward

Please fill in and return the attached form after City Council's approval on or before May 31st, 2021. If you have any questions or need any additional information please contact our Executive Administrative Assistant, Cherokee McGrath-Myers at (361) 578-1587, ext. 202 or email cherokeem@gcrpc.org.

Sincerely,

Michael Ada
Executive Director



**Golden Crescent Regional Planning Commission (GCRPC)
General Assembly / Board of Directors Nomination Form**

DUE DATE: MAY 31st, 2021

Please identify your two General Assembly Voting Delegates below. Choose **one** of these Voting Delegates as your GCRPC Board of Directors' Representative by checking the appropriate box on the right.

	Nominee Information	Board Rep.
Name:		
Title:		
Mailing Address:		
Email Address:		
Phone Number:		

	Nominee Information	Board Rep.
Name:		
Title:		
Mailing Address:		
Email Address:		
Phone Number:		

X

Printed Name

X

Sign & Date

Please indicate below the date on which the above designations were approved by the Commissioners Court.

_____ 2021

Submit all nominations to our Executive Administrative Assistant, Cherokee McGrath-Myers, by emailing cherokeem@gcprc.org, or mailing to his attention at 1908 N. Laurent St., Suite 600, Victoria, TX 77901.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-3-21) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 32 - Parks and Recreation, Chapter 38 - Solid Waste, CH 54 – Waterways); and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #G-3-21

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 appendix marked in red or blue and highlighted in yellow:

- Chapter 32: Parks and Recreation
 - Sec. 32-71(e) LHB RV Park Rates (Hill Sites and Waterfront Sites)
- Chapter 38: Solid Waste (Garbage/Brush Collection)
 - Sec. 38-29 Residential Rate
- Chapter 54: Waterways (Tariffs)
 - Harbor of Refuge – Dockage Space

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of April, 2021.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 10th day of May, 2021.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of May, 2021.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

Section Number	Subject	Fee Amount
CHAPTER 32—PARKS AND RECREATION		
32-71(d)	Minor and special event permit	No charge
32-71(e)	Lighthouse Beach and RV Park	
	Hill sites:	
	Daily rates:	\$35.00
		\$50.00
	With senior discount	
	With Good Sam discount	
	Weekly rates:	\$200.00
		\$250.00
	With senior discount	
	With Good Sam discount	
	Monthly Rate:	\$400.00
		\$500.00
	Waterfront Sites:	
	Daily rates:	\$40.00
		\$55.00
	Weekly rates:	\$250.00
		\$325.00
	Day use cabanas:	\$50.00
	Monthly rate:	\$600.00
	<i>Lighthouse Beach and RV Park other fees:</i>	

Appendix A - FEES, RATES AND CHARGES

Section VII. Item #6.

	<i>Tent sites</i>	\$20.00
	<i>Miscellaneous rates:</i>	
32-71(d)	Annual day pass	\$25.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day Pass Bus non-school	\$45.00
	Dump station	\$40.00
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20 day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
	<i>Pavilion deposits: per event</i>	
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)
(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, § II, 3-12-2012; Ord. No. G-3-13, § II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-1-18, § II, 1-8-2018; Ord. No. G-2-20, § II, 4-13-20)		
Note— The dump station is only for RV Black Water waste disposal. No drums or other types of containers permitted.		
—		

CHAPTER 38—SOLID WASTE		
38-29	Residential Rate	\$17.88
	Garbage / Brush Collection	\$17.53
	City-wide Cleanups	\$0.35
38-30	Commercial Rate	Per Contract
	Prices are per contract through the solid waste provider	
(Ord. No. G-5-93, §§ 12, 13, 9-30-1993; Ord. F-1-10 (New Solid Waste Ordinance); Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-10-16, art. II, 9-12-2016;) Ord. No. G-2-20, § II, 4-13-2020)		
—		

CHAPTER 54—WATERWAYS		
	Tariffs:	
	Oysters per sack	\$0.30
	Oysters per barrel	\$0.90
	Shrimp per ton	\$8.00
	Crude/condensate per barrel	\$0.10
	Crude/condensate per ton of bulk	\$0.65
	Railcars	
	Railcar / per day	\$75.00

Appendix A - FEES, RATES AND CHARGES

Section VII. Item #6.

	Public Dock Space	
	Per day for 200 – 250 Ft. Barges	\$200.00
	Harbor of Refuge	
	Dockage Space (LF/Month)	\$3.30
	Marina	
	Dock Dockage Space (LF/Month)	\$6.30
	110 v. 30-amp Connection - per month	\$52.50
	220 v. 50-amp Connection - per month	\$105.00
	Water and Trash Included in all rentals If paid annually, will discount one month's rental	
	Transient rate < 35 ft.	\$15.75
	Transient rate > 35 ft.	\$21.00
(Ord. No. G-1-19, art. II, 1-14-2019; (Ord. No. G-4-20, art. II, 9-14-2020)		
—		

COMMUNICATION

SUBJECT: Consider permitting the Cemetery Association to fence in their property across City Rights-of-Way. Presenter is Jody Weaver

INFORMATION:

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

Re: Proposed new fencing at the Port Lavaca Cemetery

The Port Lavaca Cemetery Association is requesting permission from the City of Port Lavaca to fence across the rights of way of S. Juanita, S. S. Trinity, and Chestnut St., as shown on the attached site plan, in order to fence the boundary of the property owned by the cemetery association. A minimum 16 ft gate access will be provided at the north end of Juanita Street for the City to access the right-of-way and the utilities which are located within this right-of-way.

We thank you and the City Council for your consideration of this request.

Best Regards,

A handwritten signature in blue ink that reads "Mickey Thomas". The signature is fluid and cursive, with the first name "Mickey" being more prominent than the last name "Thomas".

Mickey Thomas, President
Port Lavaca Cemetery Association



COMMUNICATION

SUBJECT: Consider Russell Marine, LLC's Change Order No. 1 to the Lighthouse Beach Fishing Pier project to add the demolition of the remaining old causeway pier in Lavaca Bay and also consider a budget amendment in the amount of \$42,500 to handle this expenditure.

Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 4.26.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: DEMOLITION OF REMAINDER OF OLD CAUSEWAY PIER IN LAVACA BAY

I have received that attached proposal from Russell Marine, LLC to remove and haul off what still remains of the original causeway fishing pier out in Lavaca Bay. I approached them with this topic when they first mobilized and they thought it might cost up to \$150K. They didn't need to know right away so they said they would see how the demolition of the portion that is under contract goes and then respond back with a proposal as soon as they felt comfortable with a number.

This proposal is to demolish the approximate 1,000 linear feet of old pier that is still standing isolated in Lavaca Bay for a lump sum of \$42,500. The demolition will meet the same specifications as the demolition currently under contract has.

As I am quite sure that the City will not be able to demolish this in the future for any where close to this dollar amount, I am recommending approval of this Change Order to add this demolition.

This \$42,500 is not budgeted of course, so I am recommending that Council approve a budget amendment to transfer General Fund Reserve dollars into the Parks Department to handle this expenditure.



April 22, 2021

JoAnna Weaver P.E.
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979

Reference: Change Order 001 - Additional Timber Pile Demolition

Ms. Weaver:

Russell Marine is pleased to offer you the following Lump Sum proposal to Demolish Additional Timber Pile, ~1,000 LF, located within Lavaca Bay. Proposal includes material haul off to previously approved waste facility.

Demolition of Existing Timber Pier – 1,000 LF	\$42,500.00
Total	\$42,500.00

This proposal includes the following for clarification:

1. Final agreement based on mutually acceptable terms and conditions.
2. Schedule of work subject to availability of crew and equipment.
 - a. Crew to be utilized from Lighthouse Beach Fishing Pier Project
3. Quote is valid for acceptance within 30 days.
4. Russell Marine LLC plans to remove the timber structure by means of a barge mounted excavator.
 - a. Timber Piling to be removed at or below mudline
5. Russell Marine LLC excludes side sonar
6. Pricing is based on 5 – 10-hour days

If you have any questions or concerns, please contact our office at your convenience at 281-860-0011 or cell 504-202-7962.

Respectfully,

Cameron Toups
Project Manager

**OF PORT LAVACA
For Approval of Budgetary Amendment
Year 2020-2021**

GENERAL -001

GF-3 t #

Adopted Budget \$	13,151,564
Previous Amendments	75,659
(Decrease) this Request	42,500
Subtotal All Amendments	118,159
Amended Budget \$	13,269,723

requested: 4/29/2021

[illegible]

Approvals:
COUNCIL: YES _____ NO _____

Entered:

City Manager _____

Initials: _____

Director of Finance

Date: _____

COMMUNICATION

SUBJECT: Consider request from the Public Works Department to declare City property as Surplus (the old UV disinfection system at the WWTP) and authorize staff to dispose same either by donation to another City or by auction. Presenter is Wayne Shaffer

INFORMATION:

CC MEETING: May 10, 2021

DATE: May 4, 2021

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: SURPLUS ITEMS

BACKGROUND: AFTER UPGRADE OF THE WASTEWATER FACILITY UV SYSTEM THE CITY HAS ALL THE PARTS AND PIECES OF THE OLD SYSTEM. THESE PARTS ARE VALUABLE TO CITIES WITH THE SAME SYSTEM AS THEY CANNOT BUY NEW PARTS DUE TO IT BEING OBSOLETE. ONE CITY HAS ALREADY SHOWN INTEREST.

FINANCIAL IMPLICATIONS: NONE

IMPACT ON COMMUNITY SUSTAINABILITY: NONE

RECOMMENDATION: STAFF RECOMMENDS DECLARATION OF SURPLUS SO THAT WE MAY EITHER AUCTION OR DONATE TO A CITY IN NEED OF PARTS

ATTACHMENTS:

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board for a Recreational Vehicle (RV) Park to be located north of Austin and west on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 90212. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96, Port Lavaca, Texas. Presenter is Jessica Carpenter

INFORMATION:

CITY OF PORT LAVACA

MEETING: May 10, 2021

DATE: 05.04.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JESSICA CARPENTER, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider recommendation of the Planning Board for approval of a Recreational Vehicle (RV) Park to be located north of Austin and west on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 90212. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96, Port Lavaca, Texas.

Sec. 26-6. - Manufactured housing parks.

(3) New or expanding manufactured housing parks construction.

(a) Manufactured housing and recreational vehicle parks shall be constructed in areas recommended by the planning commission and approved by city council, in accordance with the currently adopted City of Port Lavaca Land Use Plan.

The applicants, Mr. Silva and Mr. Ordonez are requesting to develop an RV Park on the parcel legally described as A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96, Port Lavaca, Texas. The applicant is seeking planning commission recommendation for approval to move forward to seek approval by city council, per Sec 26.6(3)(a), for this site to be developed as an RV park.

Sec. 26-8. - Recreational vehicle parks.

(a) Recreational vehicle parks shall meet the same requirements as that of a manufactured housing park as listed in section 26-6.

(b) Exceptions.

(1) Recreational vehicle parks shall be identified as recreational vehicle parks.

(2) Recreational vehicles, located in a recreational vehicle park, are not required to be tied down or otherwise secured.

(3) Separation between recreational vehicles shall be a minimum of ten feet.

(4) Minimum spaces shall be 20 feet by 70 feet.

(5) The water distribution and sewage collection system shall be private and subject to the city's plumbing code. Water shall be provided through a master meter.

(a) Recreational vehicle parks shall meet the same requirements as that of a manufactured housing park as listed in section 26-6.

The applicant has provided a draft site plan for the proposed RV park. There are no further details to review to measure development standard requirements in accordance to submitted plans. A detailed site plan submittal will be required to understand the request to develop this site as an RV Park as to ensure the applicant's proposed RV park is being designed and developed in accordance with the City Code of Ordinances development criteria for Manufactured Home Parks and RV Parks, as per Sec. 26.6 and Sec 26.8.

Staff Recommendation: Approval

This property is located adjacent to the southeast corner of the approved designated area for Manufactured Home Parks and RV Parks on the Future Land Use Map. This location has a west contiguous property line of an existing manufactured home park.

Links for reference:

Future Land Use Map:

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

Calhoun County aerial for location of property in accordance to approved and existing comparable land uses:

<https://propaccess.trueautomation.com/mapSearch/?cid=83&p=90212>

Department Comments:

Engineering: If approval is granted for this location to be developed as an RV park, a pre-development meeting to discuss the comprehensive site development and design standards, including but not limited to, the septic plans will be scheduled with the applicant and pertinent city representatives.

Fire: If approval is granted for this location to be developed as an RV park, a pre-development meeting to discuss the comprehensive site development and design standards, including but not limited to, the fire department requirements will be scheduled with the applicant and pertinent city representatives.

Public Works: If approval is granted for this location to be developed as an RV park a pre-development meeting to discuss the septic plans will be scheduled with the applicant and city department representatives.

Development Services: If approval is granted for this location to be developed as an RV park, a pre-development meeting to discuss platting the property, comprehensive site development, and design standards will be scheduled with the applicant and pertinent city representatives. A detailed site plan is required. Staff will ensure the applicant's proposed RV park is being designed and developed in accordance to the City Code of Ordinances development criteria for Manufactured Home Parks and RV Parks, as per Sec. 26.6 and Sec 26.8.

CITY OF PORT LAVACA

Planning Board Recommendation: Approved

At the May 3, 2021 Planning Board meeting the commission approved the staff recommendation of an approval for a Recreational Vehicle (RV) Park to be located north of Austin and west on Alcoa Drive within the city limits of Port Lavaca. The property identification number is 90212. The legal description for this parcel is A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96, Port Lavaca, Texas.

Attachments:

- RV Park Site Plan
- Letter of request for RV Park
- Calhoun County Appraisal District Summary

To whom it may concern:

My brother-in-law, Adalberto Ordonez, and I have been working in different refineries and chemical plants for almost 20 years. Being that jobs in this industry are usually temporary, we know what it's like to constantly relocate and have consequently been renting RV spaces for well over a decade. Since 2012, we have both been working on and off at the Formosa Plastics plant and have grown to love Port Lavaca.

Given our extended stay in the town, Adalberto and I thought it would be a good idea to be partners in buying a property where we could park our own RVs and save some money in the long term; we cannot do it individually due to lack of monetary resources. We are also thinking in buying a property with enough space, so we can build RV spaces to rent out and make some profit out of it as well. It has been a very difficult for us always being away from home. My brother in law has missed so much on his kids growing up, school events, family birthdays, etc., and I am trying to avoid exactly that with my own kids since they are still very young, 6 and 3 years old. It has taken also a toll on our wives as well for having to take care of all the family's needs on their own. If our project is approved, we are planning on relocating permanently and bringing our families with us. Down the road, we would like to build either a duplex or (2) houses for our families to live in instead of having them living in a RV so they can be more comfortable. The construction will be executed in approximated 5 or more different phases depending on cash flow.

PHASE 1

- Buying the property
- Obtain permits needed for construction
- Hiring an engineer to develop the blue prints
- Utilities installation, sewer, water, fire hydrants, electrical, etc.
- Construction of an office and preparation for at least 20 RV spots

PHASE 2

- Expanding utilities and adding 20 more RV spots

PHASE 3

- Expanding utilities and adding 20 more RV spots

PHASE 4

- A construction of a duplex or 2 houses for our families to live in

PHASE 5

- Expanding utilities and adding 40 more RV spots

I genuinely think that allowing us to do this project will not only help our families fulfill the American dream, but better the community as well.

Thank you for your time and look forward for your response.

Best,

Herminio Silva

Property Information: 2021

Legal Description: A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 6.96
 Abstract: A0137
 Neighborhood: PORT LAVACA WEST
 Appraised Value: N/A
 Jurisdictions: C04, CAD, FML, G05, GWD, NV6, S01

Owner Identification #: 101093

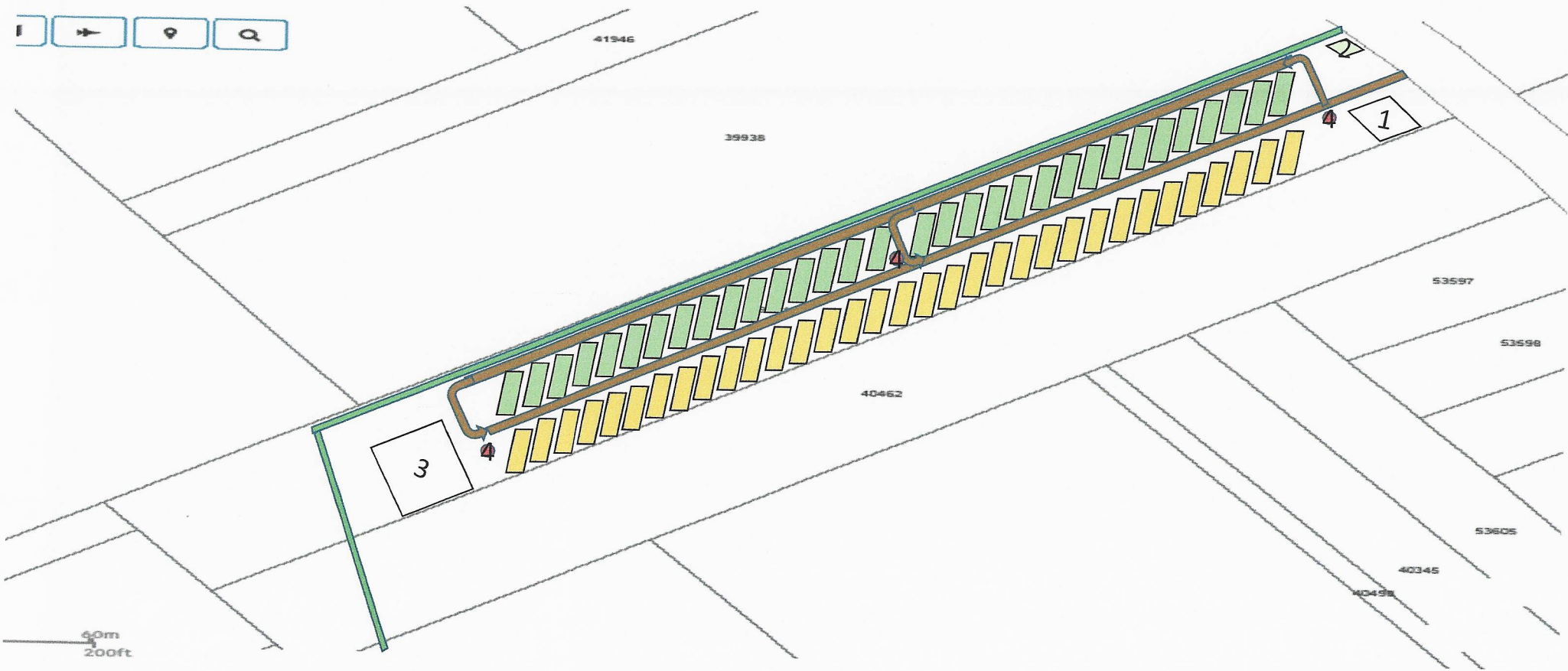
Name: MCDANIEL JANIC
 Exemptions:
 DBA: Null

Calhoun CAD Map Search

This product is for informational purposes suitable for legal, engineering, or survey and represents only the appraisal Calhoun County Appraisal District ex



Lot Plan for RV's



Lots are 70 FT X 20 FT

1. RV Park Office
2. City Utility Station
3. Duplex
4. Fire Hydrants
5. Green Lots are pull through sights. 70 ft x 20 ft
6. Yellow Lots are Back in sights. 70 ft x 20 ft

NOTE: The total spaces in the park will depend
on true measurements based on engineer.

COMMUNICATION

SUBJECT: Consider recommendation of the Port Commission to approve Urban Engineer's Task Order #25 for Upper Dock at City Harbor. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.03.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: URBAN ENGINEERING TASK ORDER NO. 25 – CITY HARBOR UPPER DOCK

The FEMA Damage, Description and Dimension (DDD) document identified an area of the 20 ft wide upper dock of City Harbor (142' long) as eligible for 90% reimbursement due to damage caused by Hurricane Harvey. At the February Port Commission meeting, the Port Commissioners authorized Urban Engineering to prepare a Task Order for this work. Urban Engineering has submitted Task Order No. 25 for this scope of work for \$18,000.

The scope will include demolition and cleanup of and around the old concrete retaining wall at the east end of the dock. FEMA should reimburse 90% of the prorated share of the engineering that covers the 142' x 20' fill and concrete slab replacement. Texas will pay 75% of the 10% match.

Recommendation: Staff joins the Port Commission in recommending an award of this Task Order to Urban Engineering. The work will be charged to Hurricane Harvey Fund 175, but those funds not reimbursed will be charged to the Port Revenue fund.

This is Task Order No. 25,
consisting of 3 pages.

Task Order

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

1. **Specific Project Data**

A. Title: City of Port Lavaca – City Harbor Docks - Upper Dock

Description: Design plans & specifications, prepare bid documents and perform contract administration for repairs to the City Harbor Docks - Upper Dock including the ramp.

2. **Services of Engineer**

Engineer shall have those responsibilities set forth in Exhibit A.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Exhibit B.

4. **Times for Rendering Services**

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

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Design, Bidding and Contract Administration</i>	<i>Fixed Fee</i>	<i>\$18,000.00</i>

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

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

6. **Consultants:** None

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

8. **Attachments:** None

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

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

The Effective Date of this Task Order is _____, _____.

OWNER:

By: _____

Name: Jack Whitlow

Title: Mayor

ENGINEER:

By: 

Name: Matt A. Glaze, P.E.

Title: Senior Engineer

Engineer License or Firm's
Certificate No. TREF# F-160
State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Jody Weaver, P.E.

Title: City Engineer

Address: 202 N. Virginia St.
Port Lavaca, TX 77979

E-Mail
Address: jweaver@portlavaca.org

Phone: 361-552-9793

Fax: 361-552-6062

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Matt A. Glaze, P.E.

Title: Senior Engineer

Address: 2004 N. Commerce St.
Victoria, TX 77901

E-Mail
Address: mglaze@urbanvictoria.com

Phone: 361-578-9836

Fax: N/A

CERTIFICATE OF INTERESTED PARTIES

Section VII. Item #11.

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-734544

Date Filed:
04/06/2021

Date Acknowledged:

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

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

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

City of Port Lavaca, Texas

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

Task Order #25
Engineering Services for City of Port Lavaca - City Harbor Docks - Upper Dock (UE Job #E22288.09)

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is THOMAS A. SCHMIDT, and my date of birth is 11-14-47.

My address is 2004 N. COMMERCE ST., VICTORIA, TX, 77901, USA.
(street) (city) (state) (zip code) (country)

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

Executed in VICTORIA County, State of TEXAS, on the 6TH day of APRIL, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

COMMUNICATION

SUBJECT: Consider entering into a new Professional Services Agreement between the City of Port Lavaca and Bureau Veritas North America, Inc. Presenter is Jessica Carpenter

INFORMATION:

CITY OF PORT LAVACA

MEETING: May 10, 2021 **AGENDA ITEM** _____

DATE: 05.03.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JESSICA CARPENTER, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Discuss and approve a new contract with Bureau Veritas North America, Inc. for a Standard Professional Services Agreement contract.

The intent for a new contract with Bureau Veritas North America, Inc. (BV) for a new Standard Professional Services Agreement contract will allow for the City to utilize the expanded “options” of services Bureau Veritas provides. There is not an upfront incurred cost to this new contract. It is the same fee-based contract as the prior contracts between Bureau Veritas and the City. **There will not be any change to our current fee schedule pertaining to plan review, permits and *municode* with this new contract.**

There are internal vetting of projects and situations where we have the need for BV to be the expert voice in difficult plan reviews and in the field with building inspections. These are incurred costs that may not be pass through fees to the customer, and staff will be mindful in budgeting for these expenses. Some of the BV expanded services in this new contract are pass through fees, such as retro permits. There is a level of service the City provides to the community in the areas for building and development, and the positions that BV provide fill this niche for our community.

There is not an expiration to the contracts with BV. When BV increase fees, there is a need for a new contract is needed. When the City requests additional services or a reduction of the level of service a new contract. This new contract is due to the City requesting the contract to have the “option” of the additional services Bureau Veritas offers.

As of recent the City has been utilizing, free of charge, these additional fee-based services Bureau Veritas provides BV would like us to understand these services are not free, and for the City to assess the needs of their services. After analyzing this request. Staff has acknowledged there will be an ongoing and continued need for the additional services that are only billed if utilized, there is no upfront cost to renew this contract. We need to have the contract renewed to include the other services BV provides.

The services we will opt for are for internal use. The prior contract was strictly for plan review and building inspection in the protocol Veritas requires. Anything outside of that is not in our current contract, such as the examples of services I described below:

- Pre-development meetings. The City staff have implemented development meeting for commercial development and asked for BV to be represented at these meetings to provide input pertaining to the building code regulations. This is standard practice a municipality offers. It is a free service provided to a community’s developers, builders, and contractors. This allows all of the respective development review departments to listen to developers discuss their proposed

CITY OF PORT LAVACA

commercial projects and the City staff provides guidelines, regulations, and direction for the development. A predevelopment meeting is recommended prior to submittal of a project or plat. This will allow for transparent discussion and understanding of design and development standards.

- City requested appointment inspection for unique situations (i.e.) the BV building inspector and AEP collaborating onsite at a particular property to educate the property owner and electrician pertaining to the matters to be corrected to ensure no continued failed inspections occur.
- Ample email communications between City staff and the building inspector and/or plan reviewers that extends beyond the BV required request and report form for communications protocol. This pertains specifically to difficult projects that require further information or understanding of the plan revisions or onsite corrections that are beyond the scope of the standard project plans or construction issues. The plan reviewer or building inspector needs to bill for the service, but we have gotten these hours in this service capacity for free up to now.
- City staff collaborated with Victoria Health Department and Bureau Veritas to complete a restaurant inspection with multiple building and health code violations. BV provided an inspector for free for this request. There is a multi-agency campaign of this nature in progress and the continued need for the building inspector onsite during these collaborative inspections is one of the additional service fees covered in the proposed new contract.
- Also, for unique aspects like the newly built house on Agate. The City is providing an above and beyond service to the property owner who is in a difficult situation with his former contractor and a poorly build home. City leaders met with this homeowner to understand the circumstance. They agreed the City could provide further inspection and review of documents provided by the homeowner to aid him in this matter. Veritas has completed an overall reinspection of the home and is comparing notes to the private inspection the homeowner hired out for in the packet he provided.
- Another example is a commercial project that was under construction without a single permit. We had BV onsite with City staff to assess the unpermitted construction and properly understand what work had been done without permits and inform the property owner what will need to be redone correctly once he has permit approval to continue the work.
- A further free service provided by BV recently, was the vetting of information for the fire protection sprinkler systems for townhomes that was processed through three BV employees to get the qualified response.

All of the aforementioned examples represent free services Bureau Veritas has provided the City recently that are fee-based services. BV has mentioned we have utilized the free option to its potential. The City has experienced recent increase in both residential and commercial growth and BV is an integral aspect to the services we provide our public to ensure our current and future development is built safe and successful.

CITY OF PORT LAVACA

Services covered in the current contract:***Inspections***

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Services covered under the expanded contract:***Plan Review***

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority, and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

Construction Code Services

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Fire Services Plan Review

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall

CITY OF PORT LAVACA

be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

Including the original inspections and plan review services:

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Bureau Veritas has been a successful component to the City's recent increase in development. The renewal of the BV contract is the correct step to providing the residents of Port Lavaca the surety of safety of place and progressive development into the future.

Attachments:

- Bureau Veritas Contract



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Port Lavaca, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the attached Third Party Plan Review Agreement terms and conditions following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC	CLIENT
Signature:	Signature:
Name:	Name: <u>Jack Whitlow</u>
Title:	Title: <u>Mayor for City of Port Lavaca</u>
Date:	Date: <u>May 10, 2021</u>
Address:	Address: <u>202 N. Virginia Street</u>
Telephone:	Telephone: <u>361-552-9793</u>
Email:	Email: <u>jwhitlow@portlavaca.org</u>
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire

Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 1. Major park and recreation areas and facilities;
 2. Water Treatment plants;
 3. Sewage Treatment plants;
 4. Extraterritorial jurisdiction line, as appropriate; and
 5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:

- Development of the economy;
- Physical growth of the community;
- The relationship of the community to the region.

2. Economic Base,"Barrier Analysis"

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 1. Electric;
 2. Water;
 3. Natural gas;
 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 1. Location;
 2. Utility connections;
 3. Transportation;
 4. Availability.
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 1. Wage levels (g) Land/site costs
 2. Electricity costs (h) Local property taxes
 3. Fuel costs (i) Financing costs
 4. Water costs (j) State costs
 5. Sewer costs (k) Other(s), as appropriate
 6. Building costs
 - b) Operating Condition Factors:
 1. Unskilled labor supply (k) Availability of air service
 2. Skilled labor (l) Vocational education facilities
 3. Productivity (m) Site availability
 4. Unionization (n) School facilities
 5. Labor-management relations (o) Medical services
 6. Electric power availability (p) Natural features, resources, geography, etc.
 7. Water and sewer availability (q) Others, such as, telecommunications,
 8. Gas availability aesthetics, community receptivity, laws,
 9. Common motor carrier service community organizations, debt, etc.
 10. Rail/freight service

- c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
- d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,
- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;

- c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
- d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District
- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;

- b) Right-of-way widths;
 - c) Paving widths, types and condition of pavement;
 - d) Traffic control data;
 - e) Parking restrictions;
 - f) Curb and gutter;
 - g) Origin and destination information, where available;
 - h) Land use and traffic generator information;
 - i) Truck routes; and,
 - j) Emergency routes.
- c. Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
 - Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;

- e) Location and capacity of generators;
- f) Condition of system elements and other system data, as available.
- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
 - a) Water quality;
 - b) Storage facilities;
 - c) Availability of water; future needs;
 - d) Water pressure;
 - e) Water costs to city;
 - f) Water cost to customers and review of current and
 - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review.** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review.** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope:
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope: The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- Scope:
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

ATTACHMENT B FEE SCHEDULE

Construction Code Services

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Fire Services

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00

\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00
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Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review (1 hour minimum)	\$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	\$250.00 per hour

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00 per hour
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review (2 hour minimum)	\$250.00 per hour
Fire Code Plan Inspection (2 hour minimum)	\$250.00 per hour

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000.

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

Health Services

FULL SERVICE:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for each Temporary Event permit (1 TFER inspection)	\$100.00
Cost of Service for each Complaint Investigation (1 TFER inspection)	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. * Minimum one hour.	\$150.00 per hour

Public Works Services

Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

Planning and Mapping Services

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43

7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42

As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element

* Assume easy access to documents - additional research listed under additional services

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)

* Assume easy access to documents - additional research listed under additional services

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA Services

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

COMMUNICATION

SUBJECT: Consider awarding a FEMA Hazard Mitigation Grant construction contract for Generators and Quick Connects at various locations. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.06.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: GENERATORS AND QUICK CONNECTS AT VARIOUS LOCATIONS – HAZ MIT GRANT

Background: As you recall we were awarded a Hazard Mitigation Grant after Hurricane Harvey to install back-up generators at the WWTP and a few lift stations. The Federal dollars awarded are \$640,867.50, requiring a 25% match or \$213,622.50. G&W Engineers was awarded an engineering contract for \$64,500. At the February Council meeting, we awarded a contract for the generators at the Wastewater treatment plant and Main Lift Station for \$265,484.00.

We received bids on Tuesday 5.4.21 for the following additional scope: Back up power generators at the Brookhollow Lift Station, the Lynnhaven Lift Station, the Ann Street Lift Station, the Vela Lift Station and the George Street Public Works Building. The project includes adding quick connects at other lift stations in town.

Attached find the Recommendation for award from G&W Engineers, Inc. along with the bid tabulation.

Recommendation: Staff concurs with G&W and recommends that Council award a construction contract in the amount of \$404,361.95 to Material Producer Construction Services, LLC and waive the typographical error technicality found in the written unit price of Bid item 22. (The overall total bid is correct).

Note: The final portion of the project is to purchase 2 portable standby generators that can be moved from lift station to lift station as may be needed. This will be going out for bids very soon.

Attachments:

- Letter of Recommendation
- Email from Low Bidder regarding typographical error in item 22
- Bid Opening Table
- Itemized Bid Table

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
 TBPE Firm Registration No. F4188 • TBPLS Firm Registration No. 10022100

May 5, 2021

Jack Whitlow, Mayor
 City of Port Lavaca
 202 N. Virginia St.
 Port Lavaca, 77979

RE: LETTER OF RECOMMENDATION
Generators and Quick Connects at Various Locations - City of Port Lavaca
Contract No. HMGP DR-4332-0341

Dear Mayor and Council Members,

Bids for construction of the above referenced project were received at the Port Lavaca City Hall, 202 N. Virginia Street, Port Lavaca, TX until 2:30 p.m., Tuesday, May 4, 2021 at which time said Bids were publicly opened and read aloud.

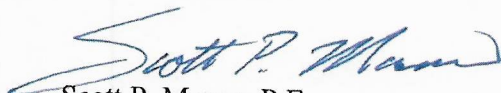
The enclosed Bid Opening Table and Bid Itemized Table indicate there were a total of five (5) Bidders submitting Bids. After all bids were read aloud, the "Apparent Low Bidder" is Material Producer Construction Services, LLC at a cost of \$404,361.95. However, on Bid Item 22, the unit price and the total amount are both \$70,742.00. It has been confirmed with Material Producer Construction Services, LLC that this was a typographical error on the unit price and the total amount for Item 22 is \$70,742.00.

We have not had the privilege of working with Material Producer Construction Services, LLC but based on our research, they appear to be qualified and capable of performing the required work. Therefore, we recommend the Construction Contract be awarded to Material Producer Construction Services, LLC for the TOTAL PROJECT COST of \$404,361.95.

If the City concurs with this recommendation, and upon your direction, we will prepare a Notice of Award and a construction contract package and deliver it to Material Producer Construction Services, LLC for processing.

Please call me @ (361) 552-4509 if you have any questions.

Sincerely,
 G & W Engineers, Inc.


 Scott P. Mason, P.E.

Enclosures: Bid Opening Table & Bid Itemized Table

cc: file 9101.197

jweaver@portlavaca.org

From: Scott Mason <smason@gwengineers.com>
Sent: Wednesday, May 5, 2021 3:57 PM
To: jweaver@portlavaca.org
Cc: 'Glynis King'
Subject: FW: Generator & Quick Connect

Jody,

Please see below. We have confirmed with MPCs that this was a typographical error and that the bid amount remains the same for the total.

I have done research and inquired about recent and similar types of projects. MPCs appears from my research more than capable of performing the work and does have experience with this type of work.

I will have Glynis type up an official letter of recommendation and we will be sending over.

Thank you,

Scott P. Mason, P.E.

Lead Project Engineer

G&W Engineers, Inc.
 205 W. Live Oak
 Port Lavaca, Texas 77979
 P: (361) 552-4509
 F: (361) 552-4987
smason@gwengineers.com

From: Joey Klar <jklar@mpcserv.com>
Sent: Wednesday, May 5, 2021 10:49 AM
To: Tom Dunn <TDunn@romco.com>; gking@gwengineers.com; smason@gwengineers.com
Cc: Gable D. Sprague <GSprague@romco.com>
Subject: RE: Generator & Quick Connect

Scott, Glynis,

Item 22 on the bid sheet is a typographical error on MPCs. The price each should be \$6431.09 ea. The Total in line 22 is correct at \$70742.00.

Thank you for the opportunity to clarify this.

Joey Klar
 MPCs
 Project and Service Manager
 210-273-2164

G & W Engineers, Inc.
205 W. Live Oak
Port Lavaca, TX 77979

BID OPENING TABLE

GENERATORS AND QUICK CONNECTS AT VARIOUS LOCATIONS - CITY OF PORT LAVACA

Date: May 4, 2021
Time: 2:30 p.m.
Job No. 9171.197b

Contractor	Constar Construction	S & R Electric	Material Producer Construction Services, LLC	Dausin Electric Company	McDonald Municipal & Industrial - A Division of C.F. McDonald Electric, Inc.	Mercer Controls Inc.			
Bid Schedule	\$620,000.00		*Bid Opening Amount \$404,362.95 Actual = \$404,361.95	*Bid Opening Amount \$616,792.00 Actual = \$616,990.00	\$514,469.00	\$432,618.00			
Bid Bond	YES	NO	YES	YES	YES	YES			
Specification Notes	YES		YES	YES	YES	YES			
Calendar Days	180		200	280	250	240			
Acknowledges Addenda	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Statement of Bidder's Qualifications	YES		YES	YES	YES	YES			
Non-Collusion Affidavit of Prime Bidder	YES		YES	YES	YES	YES			
Certification of Bidder Regarding Civil Rights Laws & Regulations	YES		YES	YES	YES	YES			
Contractor's Certification of Recovered Materials	YES		YES	YES	YES	YES			
Certificate as to Corporate Principal	Not a Corporation		YES	NO	YES	YES			
Conflict of Interest	YES		YES	YES	YES	YES			
Debarment Certification	YES		YES	YES	YES	YES			
Certification Regarding Lobbying	YES		YES	YES	YES	YES			
Disclosure of Lobbying Activities	YES		YES	YES	YES	NO			

G & W Engineers, Inc.
205 W. Live Oak
Port Lavaca, TX 77979

ITEMIZED BID TABLE

Generators and Quick Connect Improvements at Various Locations - City of Port Lavaca

Date: May 4, 2021
Time: 2:30 p.m.
Job No. 9101.197b

BID ITEM	DESCRIPTION	QTY	UNIT	Constar Construction		Dausin Electric Company		Material Producer Construction Services, LLC		McDonald Municipal & Industrial - A Division of C.F. McDonald Electric, Inc.		Mercer Controls Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	100kw Standby Rating 3-Phase 277/480v Diesel Generator with 200kw Alternator	1	EA	\$55,000.00	\$55,000.00	\$64,668.00	\$64,668.00	\$44,431.82	\$44,431.82	\$30,000.00	\$30,000.00	\$39,930.00	\$39,930.00
2	30kw Standby Rating 3-Phase, 120/240v Diesel Generator with 50kw alternator	1	EA	\$42,000.00	\$42,000.00	\$44,060.00	\$44,060.00	\$31,875.00	\$31,875.00	\$18,000.00	\$18,000.00	\$21,985.00	\$21,985.00
3	60kw Standby Rating 3-Phase, 277/480v Diesel Generator with 100kw alternator	1	EA	\$56,000.00	\$56,000.00	\$52,939.00	\$52,939.00	\$36,875.00	\$36,875.00	\$26,000.00	\$26,000.00	\$25,672.00	\$25,672.00
4	30kw Standby Rating 1-Phase, 120/240v Diesel Generator	1	EA	\$41,000.00	\$41,000.00	\$44,744.00	\$44,744.00	\$32,045.45	\$32,045.45	\$17,000.00	\$17,000.00	\$18,413.00	\$18,413.00
5	60kw Standby Rating 1-Phase, 120/240v Diesel Generator	1	EA	\$41,000.00	\$41,000.00	\$58,433.00	\$58,433.00	\$42,755.68	\$42,755.68	\$22,000.00	\$22,000.00	\$24,338.00	\$24,338.00
6	150-amp, 480v Automatic Transfer Switch	1	EA	\$6,000.00	\$6,000.00	\$9,185.00	\$9,185.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$4,800.00	\$4,800.00
7	100-amp, 240v Automatic Transfer Switch	1	EA	\$6,000.00	\$6,000.00	\$8,554.00	\$8,554.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$4,800.00	\$4,800.00
8	100-amp, 480v Automatic Transfer Switch	1	EA	\$6,000.00	\$6,000.00	\$8,554.00	\$8,554.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$4,800.00	\$4,800.00
9	150-amp, 240v Automatic Transfer Switch	1	EA	\$6,000.00	\$6,000.00	\$9,185.00	\$9,185.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$4,800.00	\$4,800.00
10	400-amp, 240v Automatic Transfer Switch	1	EA	\$6,000.00	\$6,000.00	\$12,607.00	\$12,607.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$9,775.00	\$9,775.00
11	Electrical work required for 100kw Standby Rating 3-Phase 277/480v Diesel Generator with 200kw Alternator installation	1	EA	\$35,000.00	\$35,000.00	\$14,597.00	\$14,597.00	\$18,086.00	\$18,086.00	\$54,000.00	\$54,000.00	\$16,925.00	\$16,925.00
12	Electrical work required for 30kw Standby Rating 3-Phase, 120/240v Diesel Generator with 50kw alternator installation	1	EA	\$23,000.00	\$23,000.00	\$11,352.00	\$11,352.00	\$14,894.00	\$14,894.00	\$30,000.00	\$30,000.00	\$20,815.00	\$20,815.00
13	Electrical work required for 60kw Standby Rating 3-Phase, 277/480v Diesel Generator with 100kw alternator installation	1	EA	\$26,000.00	\$26,000.00	\$12,168.00	\$12,168.00	\$18,086.00	\$18,086.00	\$30,000.00	\$30,000.00	\$38,638.00	\$38,638.00
14	Electrical work required for 30kw Standby Rating 1-Phase, 120/240v Diesel Generator installation	1	EA	\$23,000.00	\$23,000.00	\$11,293.00	\$11,293.00	\$14,894.00	\$14,894.00	\$30,000.00	\$30,000.00	\$18,409.00	\$18,409.00
15	Electrical work required for 60kw Standby Rating 1-Phase, 120/240v Diesel Generator installation	1	EA	\$26,000.00	\$26,000.00	\$15,449.00	\$15,449.00	\$18,086.00	\$18,086.00	\$30,469.00	\$30,469.00	\$28,586.00	\$28,586.00
16	Reinforced concrete foundation for new 100kw Standby Rating 3-Phase 277/480v Diesel Generator with 200kw Alternator	1	EA	\$8,000.00	\$8,000.00	\$9,785.00	\$9,785.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$6,600.00	\$6,600.00

G & W Engineers, Inc.
205 W. Live Oak
Port Lavaca, TX 77979

ITEMIZED BID TABLE

Generators and Quick Connect Improvements at Various Locations - City of Port Lavaca

Date: May 4, 2021
Time: 2:30 p.m.
Job No. 9101.197b

BID ITEM	DESCRIPTION	QTY	UNIT	Constar Construction		Dausin Electric Company		Material Producer Construction Services, LLC		McDonald Municipal & Industrial - A Division of C.F. McDonald Electric, Inc.		Mercer Controls Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
17	Reinforced concrete foundation for new 30kw Standby Rating 3-Phase, 120/240v Diesel Generator with 50kw alternator	1	EA	\$6,500.00	\$6,500.00	\$4,326.00	\$4,326.00	\$4,800.00	\$4,800.00	\$12,000.00	\$12,000.00	\$5,600.00	\$5,600.00
18	Reinforced concrete foundation for new 60kw Standby Rating 3-Phase, 277/480v Diesel Generator with 100kw alternator	1	EA	\$7,500.00	\$7,500.00	\$9,785.00	\$9,785.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$6,600.00	\$6,600.00
19	Reinforced concrete foundation for new 30kw Standby Rating 1-Phase, 120/240v Diesel Generator	1	EA	\$6,500.00	\$6,500.00	\$8,034.00	\$8,034.00	\$6,400.00	\$6,400.00	\$12,000.00	\$12,000.00	\$5,600.00	\$5,600.00
20	Reinforced concrete foundation for new 60kw Standby Rating 1-Phase, 120/240v Diesel Generator	1	EA	\$7,500.00	\$7,500.00	\$9,785.00	\$9,785.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$5,600.00	\$5,600.00
21	Intruder resistant fencing including gates	200	LF	\$42.50	\$8,500.00	\$94.47	*18,894.00	\$93.51	*18,702.00	\$65.00	\$13,000.00	\$60.00	\$12,000.00
22	200-amp, 240v manual transfer switch and quick connect receptacle	11	EA	\$14,500.00	\$159,500.00	\$14,698.00	*161,678.00	\$6,431.09	\$70,742.00	\$6,000.00	\$66,000.00	\$8,800.00	\$96,800.00
23	200-amp, 480v manual transfer switch and quick connect receptacle	1	EA	\$18,000.00	\$18,000.00	\$16,915.00	\$16,915.00	\$7,689.00	\$7,689.00	\$6,000.00	\$6,000.00	\$11,132.00	\$11,132.00
TOTAL AMOUNT BID				\$620,000.00		\$616,990.00		\$404,361.95		\$514,469.00		\$432,618.00	

CALENDAR DAYS	180	280	200	250	240
BID BOND	YES	YES	YES	YES	YES
ACKNOWLEDGES ADDENDA	N/A	N/A	N/A	N/A	N/A

*Mathematical Error

COMMUNICATION

SUBJECT: Consider construction contract award for 2021 Sidewalk Capital Improvement Project (CIP) on Bauer Street. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.06.2021
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: 2021 CIP SIDEWALK PROJECT – BAUER STREET

Background:

There is \$100,000 budgeted for a new sidewalk on Bauer Street in the 2020-21 budget. The scope of the Base Bid includes a new 5 ft sidewalk from Oren Drive to Suncrest. Since much of this sidewalk is directly behind the curb and gutter, 183 linear feet is included to be replaced in conjunction with the new sidewalk. Due to a couple of steep driveways in the block between Suncrest and Avalon, there is no sidewalk planned in this block under this contract. A sidewalk will be constructed in front of the curb in this block at some point in the future.

The Alternate Bids include sidewalk from Avalon to Austin Street. A large length of walk in this block has been omitted at this time due to a multi-family development planned for construction in the near future.

We advertised for bids and had 4 firms as plan holders. We received 2 bids today. The bid tabulation is attached.

Financial Impact: As you recall earlier, we spent \$8,225 of these funds to work with CCISD in replacing some sidewalk along Jackson Street, leaving \$91,775 in the budget. The apparent Low Bidder, Staff Concrete with a greatest amount bid of \$73,986.67 is within budget.

Recommendation: Staff recommends Council award a construction contract to Staff Concrete in the amount of \$73,986.67 for the Base Bid. With this award there is \$17,788 left in the sidewalk budget which can be used for smaller sidewalk improvements around town.

Attached:

- Bid Tabulation
- Plans

BID TABULATION: 2021 SIDEWALK IMPROVEMENT PROJECT: BAUER STREET
 BID OPENING: MAY 5 @ 2:30 PM

BID ITEM	EST. QTY	UNIT	DESCRIPTION	Staff Concrete		Lester Contracting	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	150	LF	5 FT WIDE X 4" CONCR. SIDEWALK - DETAIL "A"	\$36.50	\$5,475.00	\$52.00	\$7,800.00
2.	500	LF	5 FT WIDE X 4" CONCR. SIDEWALK - DETAIL "B"	\$46.80	\$23,400.00	\$52.00	\$26,000.00
3.	15	LF	5 FT WIDE X 4" CONCR. SIDEWALK AT DRIVEWAYS - DETAIL "C"	\$36.50	\$547.50	\$52.00	\$780.00
4.	40	SF	REMOVE/REPLACE DRIVEWAYS AND APPROACHES - CONCR. 4" - DETAIL "D"	\$38.06	\$1,522.40	\$22.25	\$890.00
5.	12	LF	SAWCUT EXISTING 4" CONCRETE	\$7.50	\$90.00	\$24.75	\$297.00
6.	3	EA	CURB RAMP TYPE 10	\$2,320.00	\$6,960.00	\$1,785.00	\$5,355.00
7.	1	EA	CURB RAMP TYPE 2	\$2,320.00	\$2,320.00	\$2,975.00	\$2,975.00
8.	183	LF	REMOVE/REPLACE CURB AND GUTTER DETAIL "D"	\$35.59	\$6,512.97	\$78.00	\$14,274.00
TOTAL BASE BID					\$46,827.87		\$58,371.00

A1.1	100	LF	5 FT WIDE X 4" CONCR. SIDEWALK - DETAIL "B"	\$44.80	\$4,480.00	\$52.00	\$5,200.00
A1.2	25	LF	5 FT WIDE X 4" CONCR. SIDEWALK AT DRIVEWAY- DETAIL "D"	\$45.00	\$1,125.00	\$78.00	\$1,950.00
A1.3	190	SF	REMOVE/REPLACE DRIVEWAYS AND APPROACHES - CONCR. 4"	\$17.42	\$3,309.80	\$22.25	\$4,227.50
A1.4	1	EA	CURB RAMP TYPE 10	\$2,320.00	\$2,320.00	\$1,785.00	\$1,785.00
TOTAL ADD. ALTERNATE NO. 1					\$11,234.80		\$13,162.50

ADDITIVE ALTERNATE NO. 2 (From Austin St. north approx. 190 LF)

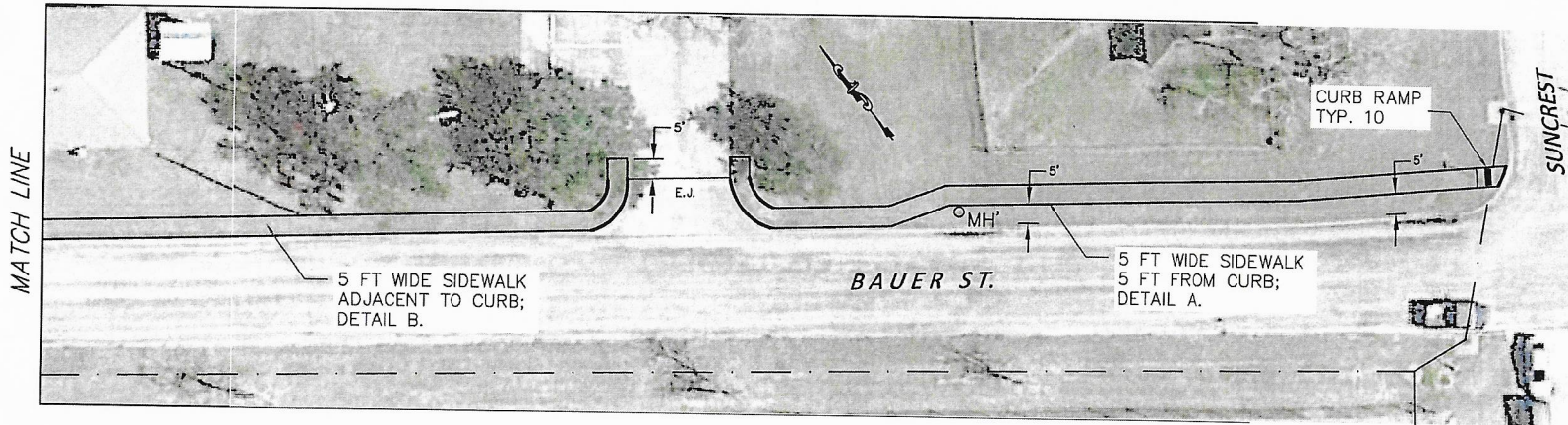
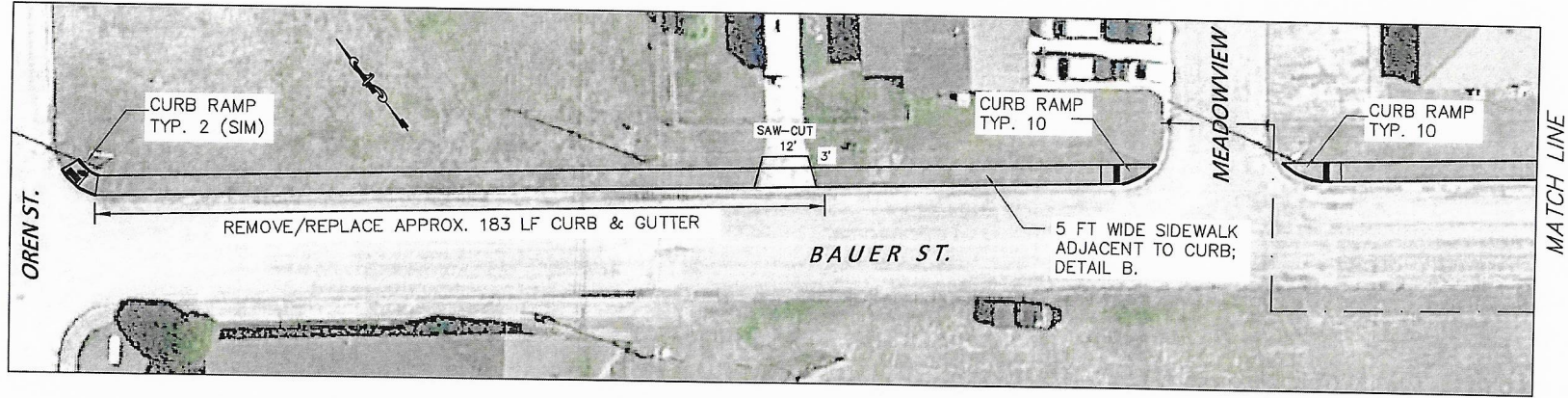
BID ITEM	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
A2.1	130	LF	5 FT WIDE X 4" CONCR. SIDEWALK - DETAIL "B"	\$44.80	\$5,824.00	\$52.00	\$6,760.00
A2.2	50	LF	5 FT WIDE X 4" CONCR. SIDEWALK AT DRIVEWAY- DETAIL "D"	\$45.00	\$2,250.00	\$78.00	\$3,900.00
A2.3	1	LS	CONSTRUCT CONC. TRANSITION TO EXISTING SIDEWALK; ADDITIONAL CONCRETE AROUND FH AND PATCH ASPHALT DRIVE ALONG NEW SIDEWALK		\$3,250.00		\$1,200.00
A2.4	1	EA	INSTALL NEW 5X5 CURB INLET WITH MIN. 6 FT THROAT OPENING.	\$4,600.00	\$4,600.00	\$6,610.00	\$6,610.00
TOTAL ADD. ALTERNATE NO. 2					\$15,924.00		\$18,470.00

GREATEST AMOUNT BID on which the 5% Bid Bond is based (Sum of Base Bid + Add. Alt No. 1 + Add. Alt No. 2)

\$73,986.67

\$90,003.50

ALL WORK TO MEET TEXAS ACCESSIBILITY STANDARDS

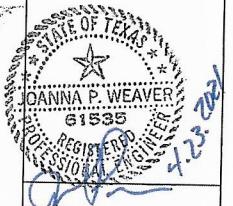


BASE BID

Drwn By: JPW
Scale: 1"=30'
Issued for Bid
Date: 04.20.2021

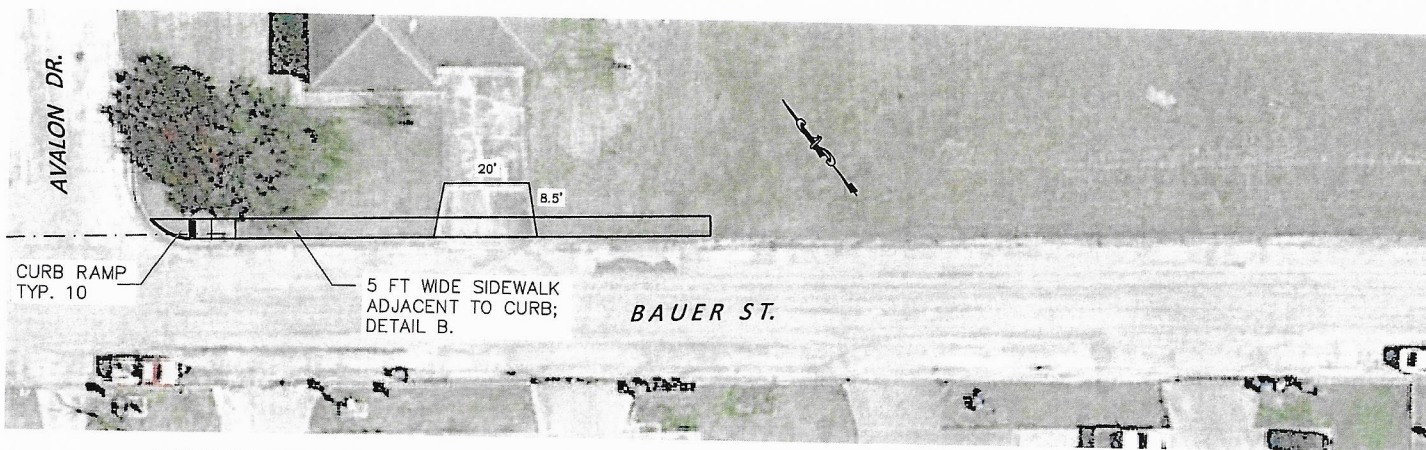
2021 SIDEWALK IMPROVEMENT PROJECT
BAUER STREET

CITY OF PORT LAVACA

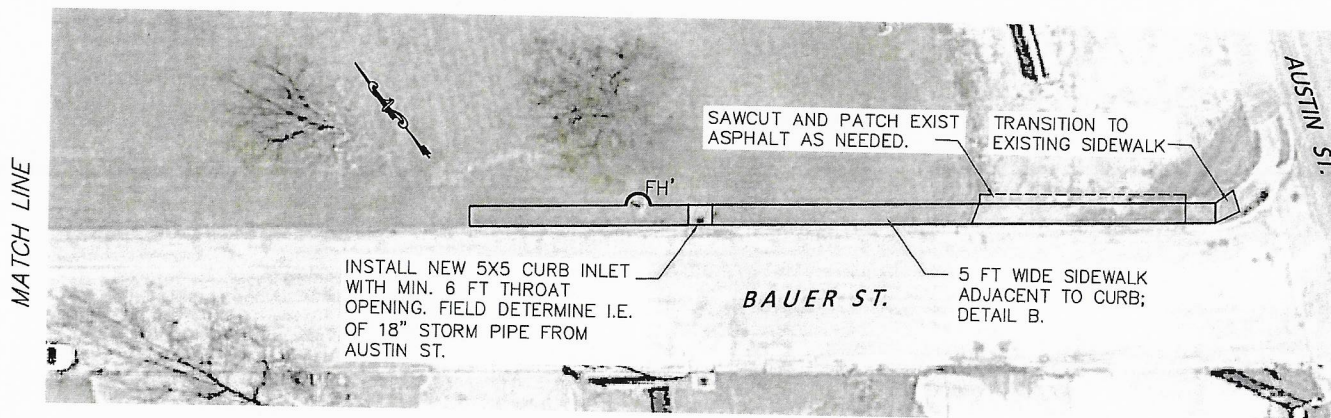


Sheet 1 of 4

ALL WORK TO MEET TEXAS ACCESSIBILITY STANDARDS



ADDITIVE ALT. BID 1



ADDITIVE ALT. BID 2

Drwn By: JPW

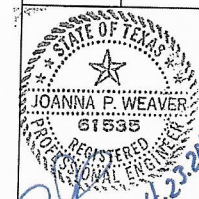
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Issued for Bid

Date: 04.20.2021

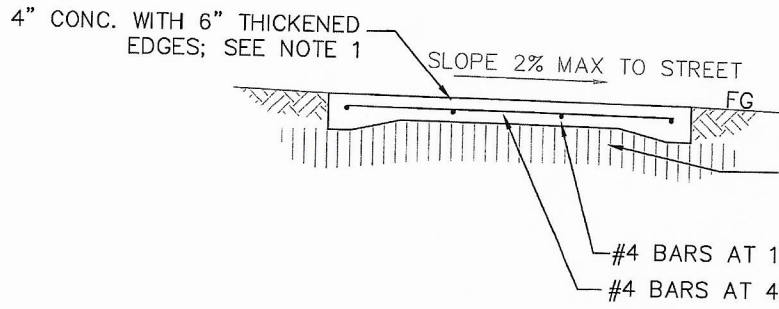
2021 SIDEWALK IMPROVEMENT PROJECT
BAUER STREET

CITY OF PORT LAVACA

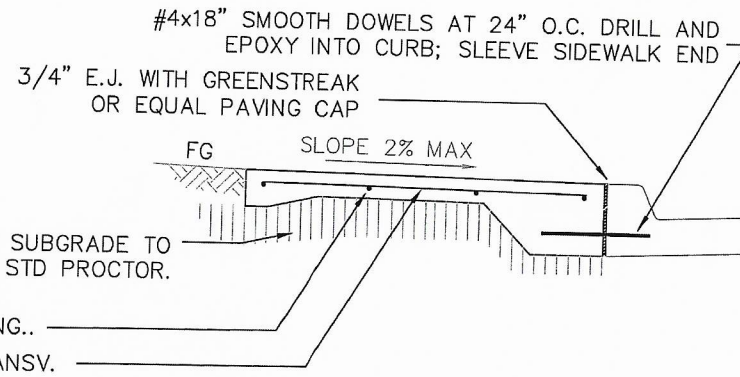


Sheet 2 of 4

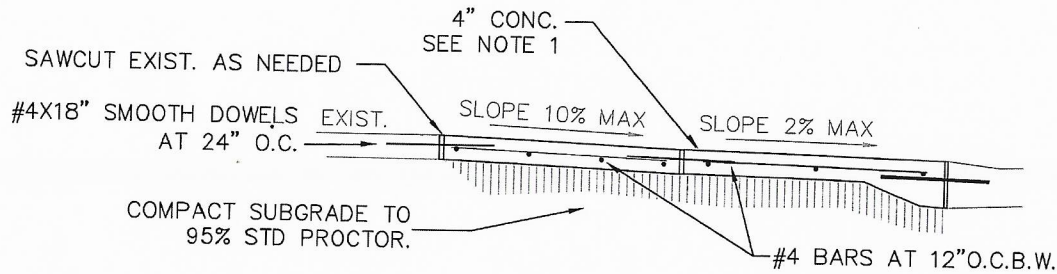
ALL WORK TO MEET TEXAS ACCESSIBILITY STANDARDS



A. SIDEWALK DETAIL



B. SIDEWALK DETAIL



C. SIDEWALK DETAIL @ DRIVEWAY

GENERAL NOTES:

1. CONCRETE STRENGTH SHALL BE 3,000 PSI @ 28 DAYS
2. EXPANSION JOINTS SHALL BE LOCATED AGAINST ALL FIXED OBJECTS, CHANGE OF GRADE, AND AT 45' INTERVALS (10' MIN./50' MAX.).
3. TOOLED CONTRACTION JOINTS, EQUAL TO $\frac{1}{4}$ THE THICKNESS OF THE CONCRETE, SHALL BE LOCATED AT 5' O.C. ALONG THE 5 FT WIDE SIDEWALK.
4. ALL EXPANSION JOINTS SHALL BE A PREMOLDED CAP EQUAL TO GREENSTREAK.
5. ALL CONSTRUCTION SHALL BE IN STRICT COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS.
6. SIDEWALKS ACROSS DRIVEWAYS AND ALL DRIVEWAY PAVEMENT SHALL BE MIN. 4" THICK 3,000 PSI CONCRETE W/ #4@12" O.C. B/W. AND A MIN 6" THICKENED EDGE AT THE LAYDOWN CURB.
7. THE SLOPES ON NEW DRIVEWAYS AND APPROACHES SHALL NOT EXCEED 10% WITHOUT THE CITY ENGINEER'S APPROVAL.

Drwn By: JPW

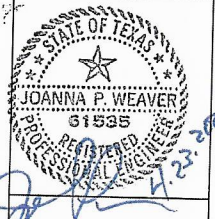
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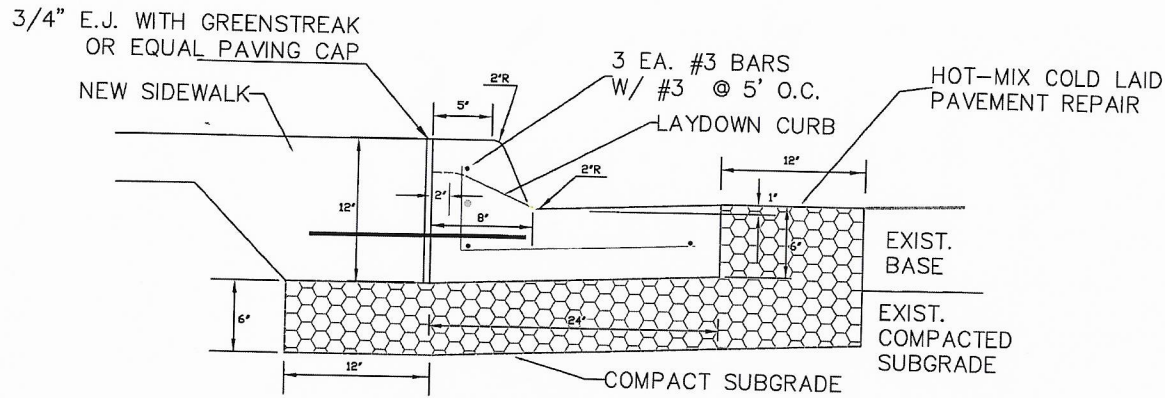
Date: 04.20.2021

2021 SIDEWALK IMPROVEMENT PROJECT
BAUER STREET

CITY OF PORT LAVACA



Sheet 3 of 4



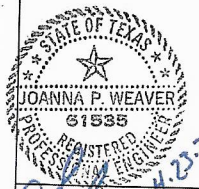
D. STANDARD CURB/SIDEWALK DETAIL

1. ALL CONCRETE TO BE 3,000 PSI @ 28 DAYS.
2. CRUSHED LIMESTONE SHALL MEET TXDOT247, TYPE A GRADE. THE SUBGRADE SHALL BE FULLY COMPACTED PRIOR TO INSTALLATION OF THE CRUSHED LIMESTONE. REPORT ANY SOFT SPOTS TO THE ATTENTION OF THE CITY ENGINEER. LIMESTONE SHALL BE FULLY COMPACTED IN 4" - 6" LIFTS TO ACHIEVE 95% MOD. PROCTOR DENSITY.
3. THE SPECIFIED WIDTH OF THE BASE REPLACEMENT AND PAVEMENT REPAIR IN FRONT OF THE GUTTER IS TO BE INCLUDED IN THE LINEAR FOOT COST TO REPLACE THE CURB AND GUTTER.

Drwn By: JPW
Scale: 1"=30'
Issued for Bid
Date: 04.20.2021

2021 SIDEWALK IMPROVEMENT PROJECT
BAUER STREET

CITY OF PORT LAVACA



Sheet 4 of 4

COMMUNICATION

SUBJECT: Consider recommendation of the Port Commission for Amendment No. 1 to the Ground Lease Agreement for Wild Reef Seafood (Tracts 7, 8 and 11 at City Harbor). Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.05.2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT: PROPOSED AMENDMENT NO. 1 TO GROUND LEASE AGREEMENT FOR
WILD REEF SEAFOOD (TRACTS 7, 8 AND 11 CITY HARBOR)**

John Tesvich dba Wild Reef Seafood LLC wants to increase traffic in the store by offering for sell off-premise beer and wine. In order to allow Mr. Tesvich to move forward with this plan, the definition of “Permitted Use” in the Ground Lease Agreement must be amended and the Mayor would need to sign off on the ABC application, as owner of the property.

The current “Permitted Use” reads as follows:

“ ... the operation of Tenant’s seafood business, including loadings and unloading of seafood boats, storage of seafood and shall include the full retail sale of seafood products.”

The suggested amendment would add the following text to the above definition, after “products”.

“..., convenience store items and off-premise beer and wine, as permitted by the Texas Alcohol and Beverage Commission.

Recommendation from the Port Commission to City Council:

- Approval of the above cited amendment to the definition of “Permitted Use” in the Ground Lease Agreement with Wild Reef Seafood and recommend Council authorize the Mayor to execute the TABC permit application as owner of the facility.



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

PERSONAL HISTORY SHEET

Section VII. Item #15.

L- PHS
(11/2020)

Every officer and majority owner must complete a Personal History Statement. Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

OWNER/APPLICANT

1. Trade Name (Name of restaurant, bar, etc.) <u>Wild Reef Seafood, LLC.</u>		
2. Location Address: <u>732 Broadway St. Port Lavaca, TX 77979</u>		
3. Marital Status: ☐ Single ☒ Married ☐ Divorced ☐ Widowed		
4. Full Legal Name (Last, First, Middle) <u>Tesvich John Ante</u>		
Social Security Number <u>438-70-1152</u>	Issuing State/ Driver's License Number <u>Louisiana / 03861639</u>	Date of Birth (mm/dd/yyyy) <u>April 9, 1957</u>
Place of Birth (City, State, Country) <u>Port Sulphur, Louisiana, USA</u>		
Email Address <u>jatesvich@yahoo.com</u>		

SPOUSE

5. Full Legal Name (Last, First, Middle) <u>Tesvich Jane Pabrica</u>		
Social Security Number <u>435-78-9548</u>	Issuing State/ Driver License Number <u>Louisiana 004294559</u>	Date of Birth (mm/dd/yyyy) <u>June 3, 1960</u>
Place of Birth (City, State, Country) <u>Buras, Louisiana, USA</u>		

OTHER RESIDENT

6. Do you live with anyone over the age of 18, other than your spouse?		☐ YES ☒ NO	
If "YES" please provide their information below: (If additional space is needed, please attach a page with information.)			
Full legal name (Last, First, Middle)			
Social Security Number	Issuing State/ Driver License No.	Date of Birth (mm/dd/yyyy)	Relationship

RESIDENTIAL ADDRESSES

7. List residential addresses for the past five (5) years starting with current address.
If you have not lived in Texas for the previous 12 months, you are required to provide TABC with an official copy of your criminal background check from the FBI or state police of any state where you lived in the previous five years.
(If additional space is needed, please attach a list with the following information.)

Number and Street	City, State, ZIP	From (mm/yyyy)	To (mm/yyyy)
<u>30300 Hwy 23</u>	<u>Buras, LA, 70041</u>	<u>01/1982</u>	<u>PRESENT</u>
8. Business Phone No. <u>337-413-8000</u>			
Residential Phone No. <u>504 564-2733</u>		Mobile Phone No. <u>504-912-2750</u>	

RESIDENT STATUS

9A. Are you a U.S. citizen?			☒ YES ☐ NO
B. If "YES" answer the following: ☒ Native Born ☐ Naturalized. If "Naturalized," Provide the "A" Number _____			
C. If "NO" What is your legal status in the United States? Explain below, or attach a page with information.			
D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc.			
APPLICANT ☐ YES ☐ NO		SPOUSE (BE/BG ONLY) ☐ YES ☐ NO	
CH - Date Entered / /		Supervisor's Signature	
		OTHER ☐ YES ☐ NO	
		Destroy Date / /	

TABC USE ONLY



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

OWNER OF PROPERTY

L-OP
(1/2021)

Trade Name or Permit Number _____

OWNER OF PROPERTY INFORMATION

1. Indicate if owner of property is:

☒ Owner of Land and Building ☐ Owner of Land ☐ Owner of Building ☐ Owner of Boat

Note: If land and building are owned by different entities, complete Form L-OP for each entity.

INDIVIDUAL OWNER

2. Full Legal Name (Last, First, Middle):

Date of Birth (mm/dd/yyyy)

SSN:

BUSINESS ENTITY OWNER

3. Name of Business Entity

CITY OF PORT LAVACA

Federal Employer Identification Number (FEIN) for Owner of Property

Full Legal Name of Partner, Officer (Last, First, Middle)

Date of Birth (mm/dd/yyyy)

Title

Full Legal Name of Partner, Officer (Last, First, Middle)

Date of Birth (mm/dd/yyyy)

Title

Full Legal Name of Partner, Officer (Last, First, Middle)

Date of Birth (mm/dd/yyyy)

Title

Full Legal Name of Partner, Officer (Last, First, Middle)

Date of Birth (mm/dd/yyyy)

Title

Full Legal Name of Partner, Officer (Last, First, Middle)

Date of Birth (mm/dd/yyyy)

Title

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE

COMMUNICATION

SUBJECT: Consider award of engineering contract to AECOM with Task Orders for Water Systems Planning and Lynn's Bayou Wastewater Treatment Plant Expansion. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MAY 10, 2021

DATE: 5.06.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: AWARD OF AN ENGINEERING CONTRACT TO AECOM WITH TASK ORDERS FOR WATER SYSTEMS PLANNING AND LYNN'S BAYOU TREATMENT PLANT EXPANSION

Background: At the April Council meeting, AECOM was selected as the engineering firm to negotiate with for a Professional Services Agreement in response to the RFQ sent out in December regarding Water Supply Planning and needed upgrades to the Wastewater Treatment Plant. AECOM has spent the last month reviewing information that Wayne provided and had a team on site for a day touring the wastewater treatment plant and discussing our water supply concerns.

AECOM submitted a Master Design Engineering Services Agreement, which Anne Marie has reviewed. With this approved agreement, individual cost proposals will become Task Orders on this Master Agreement. AECOM has been working on a cost proposal for two initial task orders being:

- 1) City's water supply feasibility study
- 2) City's Wastewater Treatment Plant expansion

They initially came back with a cost proposal in the neighborhood of \$150,000, but we did a bit of adjustment and the proposal presented identifies a Not To Exceed Amount of \$120,855 for the defined scope without further authorization.

Financial Impact: The FY 2020-21 Capital Improvement Plan includes \$3,229,000 of Water Improvements and \$1,009,500 of Wastewater improvements. Of this, \$1,500,000 was budgeted for a new Ground Storage Tank/High Service Pump Station. Engineering hasn't even been awarded for this. There is also \$710,000 budgeted for the Broadway/Live Oak waterline work. As you recall engineering was authorized to get started because easement acquisition was involved, but we said that the project would be brought back to Council for approval to bid prior to even bidding. Urban Engineering has been focusing on the 12" waterline project and hasn't really started much on this project as is. On the wastewater side, the 2020-21 CIP budget includes \$500,000 for a new Brooks Lift Station. We have not awarded an engineering contract for this yet, waiting for the completion of the financial audit.

Wayne and I agree that the information and planning tools to be gained with these studies is of high priority. We are proposing to reallocate budgeted funds from the Broadway/Live Oak waterline project and the Brooks Lift Station project to pay for these 2 Task Orders. Requests to move forward with either the Broadway/Live Oak waterline project bid or the Brooks Lift Station design will not occur until the financial audit is complete and we can clearly show there are adequate funds for these projects after spending the needed funds for these engineering studies.

Recommendation: Approve an award of the Master Design Engineering Agreement to AECOM and approve Task Orders 1 and 2 as outlined in Exhibit A dated 5 May, 2021 for a not to exceed amount of \$120,855 for the stated scope without further authorization.



MASTER DESIGN ENGINEERING SERVICES AGREEMENT

This Master Design Engineering Services Agreement ("Agreement"), effective this _____, 20_____, is by and between **Port Lavaca**, a city incorporated within the state of Texas ("Client"), and AECOM Technical Services, Inc., a California corporation ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

RECITAL

WHEREAS Client has a need, from time-to-time, to access design engineering services involving multiple tasks for a single project or multiple tasks in support of multiple projects; and

WHEREAS AECOM is willing to provide such design engineering services to Client under the terms and conditions set forth herein based on the particulars of each task.

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in one or more specific task orders ("Task Orders"). **EXHIBIT A**, incorporated herein by reference, is the preferred form for such use.

1.2 The individual Task Orders will normally include the description of the project ("Project"); the scope of services to be performed under the specific Task Order ("Services"); the schedule for the performance of the Services ("Project Schedule"); deliverables to be provided under the Services ("Deliverables"); special terms and conditions unique to the specific Task Order ("Special Terms and Conditions"); and the designation of the primary representatives for each Party relating to the specific Task Order.

1.3 Nothing in this Agreement provides a guaranty that the Client will issue, or that AECOM will accept, any Task Orders. AECOM's decision to decline any Task Order shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require the signatures of both Parties.

1.4 It is the expressed intent of the Parties that this Agreement shall be made available to affiliates of AECOM. For the purposes of this Agreement, as it applies to each Task Order, the term "AECOM" shall mean either AECOM as defined above or the affiliate identified in the Task Order. The applicable Task Order shall clearly identify the legal name of the affiliate accepting the Task Order. All rights and responsibilities of AECOM under a Task Order executed by an AECOM affiliate shall belong exclusively to the affiliate.

2. TERM OF AGREEMENT

2.1 Upon execution by the Parties, this Agreement shall have the effective date as set forth above and shall remain in force for a period of two years, unless sooner terminated as provided herein or extended in writing by the Parties.

2.2 If this Agreement is terminated for any reason, no new Task Orders may be issued, but any existing Task Orders shall remain in full force and subject to this Agreement until the Services under the respective Task Orders have been completed.

2.3 Individual Task Orders may be terminated on the same basis as this Agreement.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with ATTACHMENT 2 of the Task Order ("Compensation and Payment"), incorporated herein by reference and attached hereto.

4. NOTICE Legal notice shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the applicable addresses set forth below:

TO CLIENT:

City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979

Attn: Jody Weaver, PE, Interim City Manager

TO AECOM:

19219 Katy Freeway, Suite 100

Houston, TX 77094

Attn: Susan Spore, PE, Sr. Project Manager

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for the construction work to be performed ("Work"), including without limitation (i) construction means, methods, techniques, sequences or procedures; (ii) direction of Contractors' personnel; (iii) quality control of the Work, (iv) selection of construction equipment; (v) coordination of Contractors' work; (vi) placing into operation any plant or equipment; or (vii) Contractors' failure to perform the Work in accordance with any applicable construction

contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers, employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing Client's full requirements and criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and is not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in email, archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services requires the use of AECOM Intellectual Property, and to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property, solely and to the extent necessary, to achieve the purposes stated in ATTACHMENT 1 of the Task Order.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary

in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in ATTACHMENT 1 of the Task Order. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies ("AECOM Indemnitees"), against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnitees may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, or AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATIONS

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) require

AECOM to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

17.1.1 Workers Compensation insurance as required by Law;

- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee;
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims for loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Contractors are required to provide to Client relating to their work.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION & RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER EACH TASK ORDER AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION UNDER SUCH TASK ORDER, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTE RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly

involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

21.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 21.1 and 21.2 have been met.

22. GOVERNING LAW

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the state where the Project is located, (the "State") without giving effect to any laws, rules or provisions of the State that would cause the application of the laws rules or provisions of any jurisdiction other than the State.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. Upon termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies that have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Dispute Resolution), 22 (Governing Law), 24 (Assignment and Subcontracting), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be deemed automatically so revised to the limited extent necessary to

make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. PREPARATION OF THE AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. The Parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

29. SIGNATURES Each Party warrants that the person executing this Agreement has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

Executed amendments to this Master Design Engineering Services Agreement
Master Design Engineering Services Agreement, Article 31
Master Design Engineering Services Agreement, Articles 1 through 30 and 32
Executed Task Orders
Other contract documents

Client may use its standard business forms (such as purchase orders) to administer any agreement between AECOM and Client, but use of such forms shall be for convenience purposes only, and any handwritten or typed provision in conflict with the terms of this Agreement, including these Terms and Conditions, and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

31. SPECIAL TERMS & CONDITIONS

None

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties.

[Signature page follows]

AECOM Technical Services, Inc.

CLIENT: City of Port Lavaca

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address
19219 Katy Freeway, Suite 100
Houston, TX 77094
)

Address
202 N. Virginia Street
Port Lavaca, TX 77979

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Task Order No.: _____

EXHIBIT A

SAMPLE TASK ORDER FORM

This Task Order No. _____ ("Task Order"), with an effective date of _____, 20____, is issued under the Master Design Engineering Services Agreement ("Agreement") dated _____, 20____ by and between _____ ("Client") and _____ a _____ corporation. ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

The Parties agree as follows:

1. Upon execution by the Parties, this Task Order is hereby incorporated by reference into the Agreement.
2. The following Attachments are hereby incorporated into this Task Order by reference:

Attachment 1 Task Order Services, Schedule and Deliverables

Attachment 2 Task Order Compensation

3. **Project Managers** The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order:

AECOM:

Name	
Title	
Phone Number	
Email Address	

Client:

Name	
Title	
Phone Number	
Email Address	

- 4 All other terms and conditions of the Agreement remain unchanged.
- 5 Each Party represents that the person executing this Task Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: _____

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

(End of page)

AECOM Project Number: _____
AECOM Project Name: _____
Task Order No.: _____

Attachment 1

Task Order Services, Schedule and Deliverables (Sample)

1. Services:

2. Schedule:

3. Deliverables:

4. Task Order Special Terms and Conditions Only Applicable to this Task Order:

(End of page)

AECOM Project Number: _____
AECOM Project Name: _____
Task Order No.: _____

Attachment 2

Compensation and Payment (Sample)

1. **COMPENSATION** The Services set forth in **Attachment 1** will be compensated on the following basis:

[] Advance retainer of [\$ *Numerical Amount*] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

[] Time & Material - See Section 2.1 for Hourly Labor Rates

[] Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ *Numerical Amount*). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[] Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$ <i>Numerical Amount</i>

[] Cost Plus Fixed Fee: [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*]

[] Other:

--

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

--

2.1 HOURLY LABOR RATE SCHEDULE

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATE CATEGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSABLE EXPENSES Reimbursable expenses are actual expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Task Order.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6. PAYMENT

6.1 If payment is based on a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. The Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, the Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.5 Client shall make payments to AECOM using one of the following methods:

6.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America

Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

Exhibit A

City of Port Lavaca

Water Systems Planning and Lynn's Bayou Wastewater Treatment Plant Expansion

5 May 2021

Reference:

RN101612893

City of Port Lavaca - Water Systems Planning and Lynn's Bayou Wastewater Treatment Plant Expansion - Engineering Scope of Services**Introduction:**

The AECOM team appreciates the opportunity to work with the City of Port Lavaca (City) on these challenging and important projects. The City is requiring engineering services to assist in the assessment of the existing water supply and distribution systems, the expansion of the Lynn's Bayou Wastewater Treatment Plant, and planning for future upgrades and expansion of the water and wastewater system to manage future growth.

The two initial task orders considered as part of the Professional Services Agreement (PSA) include:

- 1) City's water supply feasibility study: Assess the City's current water supply and evaluate options for additional sources of water for future growth and a secondary source.
- 2) City's Lynn's Bayou Wastewater Treatment Plant (WWTP) expansion: Assess the condition of the existing WWTP and develop a plan for engineering study/design to expand the plant to accommodate for future growth as per TCEQ requirements.

Scope of Work (SOW):

The proposed scope of services for this work authorization includes the following tasks:

1. Project Management and Coordination

This task includes the following project management meetings, project management deliverables and project coordination activities for Task Orders 1 & 2:

- 1.1. Project Manager and select staff participation in the project kick-off meetings (2 meetings, one for each task order). The objectives of the kickoff meetings will include aligning project team with city's expectations on the project scope, establishing lines of communication, and confirming staff roles and responsibilities. The kick-off meetings will be conducted via a virtual video conference program (such as Microsoft Teams or Zoom).
- 1.2. Project Manager and select staff participation in weekly project progress conference calls (1 weekly conference for both task orders) to provide progress update and facilitate general project coordination, communication with City staff, and other stakeholders for the project duration.

- 1.3. Preparation and maintenance of a schedule, progress and financial status report updated and submitted monthly through the end of both task orders.
- 1.4. Preparation and maintenance of health and safety plan (for field activities), project schedule, monthly progress reporting and invoicing.
- 1.5. General Project Management activities including providing day-to-day coordination of activities, subconsultant coordination, and providing project control (cost & schedule – plan vs. actual).

2. City's Water Supply Feasibility Study:

City of Port Lavaca is contracted with the Guadalupe-Blanco River Authority (GBRA) to purchase its water from the Water Treatment Plant (WTP) located seven miles outside the City of Port Lavaca. The raw water source for the treated drinking water is provided by the diversion of water from the Guadalupe River near Tivoli by GBRA's Calhoun Canal System, utilizing water rights permits issued to GBRA by the State of Texas. The contract with GBRA has been in place since the late 1960's, prior to which, the City owned and operated its own waterworks system with the City's entire water supplied by wells (7 wells in total at the time) situated near the City. The wells have since been abandoned after the City began purchasing treated water from GBRA.

The quantity of water delivered to Port Lavaca under the GBRA Water Supply contract is limited to a maximum flow per day of 4 MGD, for any calendar year. Port Lavaca's water supply is approaching the 4 MGD available and is expected to exceed the contractual demand in the near future, based on projected growth.

The City is seeking an engineering scope of services to assess the current water supply and evaluate options for additional sources of water for future growth and to supplement the current surface water supply as a secondary source. Options for secondary water supply sources include rehabilitating the existing (abandoned) wells, as well as development of new wells in another location.

2.1. City's current water supply assessment

This task includes developing a design basis for the feasibility study prior to the evaluation of well supply options to provide a secondary source for the city's water supply:

2.1.1. Review of existing records and information including:

- 2.1.1.1. City's Water System Assessment (December 2020) and overall system configuration.
- 2.1.1.2. Past 3-years of flow and water quality data from existing water supply.
- 2.1.1.3. Projected service goals in the short, mid, and long term.

2.1.2. Define expectations and design basis for the water supply feasibility study

- 2.1.2.1. Define supplemental long term water demand or backup supply in 0.5 MGD increments, up to an ultimate projected supplemental supply of 2.0 MGD. Placement of wells will consider demand, constructed and planned potable water distribution system and pressure zones.
- 2.1.2.2. Define water quality goals in accordance with TCEQ guidelines and regulations.

2.2. Evaluation of existing (abandoned) wells

This task involves a preliminary assessment of the feasibility of rehabilitating or reconstructing the City's abandoned wells:

2.2.1. Review of available existing records and information for the three remaining wells that were not plugged at the time of abandonment or sold to a third party:

- 2.2.1.1. Well downhole video(s).
- 2.2.1.2. Drilling and construction records.
- 2.2.1.3. Well production records.
- 2.2.1.4. Maintenance records
- 2.2.1.5. Water level and aquifer test data.
- 2.2.1.6. Water quality data.
- 2.2.1.7. Geophysical logs, and records related to the local hydrogeology and water quality, and other wells
- 2.2.1.8. Available site plans, property boundaries, easements and encroachments

2.2.2. Conduct site visits to visually inspect above ground conditions of all three accessible abandoned water wells. This brief effort will inform the team as to access to the site for reconstruction of wells and available space for supplemental facilities.

2.2.3. Preliminary assessment of the potential rehabilitation of existing wells based on evaluation of records in Task 2.2.1 and site visits in Task 2.2.2. Aquifer testing (supplemental task) using existing wells may be recommended to assess the production capacity and water quality of the existing well sites.

2.2.4. Estimate ranges of potential well production capacity, water quality, and conceptual treatment requirements (including equipment, piping, pumping, storage and building needs) to integrate a redeveloped well supply using rehabilitated or reconstructed wells to existing drinking water system.

2.2.5. Summarize the review of existing well records, local hydrogeology, observations from well data review, and the feasibility for redevelopment or reconstruction of the three abandoned wells on existing City-owned parcels. Recommend existing well testing (as a supplemental task if warranted) to assess the production capacity and water quality of the existing well sites. Provide Class 5 cost (AACE standards, see section 4 below) for recommendations and the potential rehabilitation or replacement of existing wells.

2.3. Evaluation of new potential well sites

This task involves a phased approach to evaluate the existing aquifer and related water quality data in the area and recommendations for subsequent exploration and testing to determine the feasibility and conceptual design of new well field development to supplement the surface water supply:

2.3.1. Review geophysical logs, well records and water quality data in an area within approximately 3 miles of the City limits. Identify areas with aquifer properties and water

quality with the greatest potential for groundwater supply development and integration into the drinking water system. This data will be used to identify potential well-field sites.

2.3.2. Estimate ranges of potential well production capacity, water quality, and conceptual treatment requirements (including equipment, piping, pumping, storage and building needs) to integrate new potable well supplies to the existing public water system (PWS).

2.3.3. Identify potential well locations considering distributed or centralized groundwater treatment and introduction of potable water flow to the distribution system. These alternatives will be coordinated and discussed with Urban Engineering in review of the water distribution network model.

2.3.4. Develop recommendations for exploratory drilling, test well construction, and aquifer and water quality testing to assess the feasibility and characteristics of new well supplies in up to two locations.

2.3.5. Summarize the review of aquifer data, ranges of potential well production capacity and water quality at various locations, and Class 5 cost (AACE standards, see section 4 below) estimates, and prioritized recommendations for exploration and testing of candidate well sites.

2.3.6. Prepare a Technical Memorandum summarizing tasks 2.2.5 & 2.3.5.

2.4. Review of Agency Permitting Process

This task includes summarizing the rules, regulations and requirements of agencies including the Calhoun County Groundwater Conservation district and TCEQ (chapter 290), as it pertains to rehabilitation of existing wells and the development of new wells:

2.4.1. Review the rules and regulations of Calhoun County GCD and summarize the permitting process, well spacing requirements, and well production limits in the context of both the rehabilitation of existing wells and the development of a new wells.

2.4.2. Review the rules and regulations of TCEQ's Chapter 290 – Public Water Systems and summarize the permitting process in the context of both the rehabilitation of existing wells and the development of a new wells.

3. City's Lynn's Bayou Wastewater Treatment Plant (WWTP) expansion

The City owns and operates the sanitary sewer system and has over 3,840 connections. The majority of the City's approximately 40 miles of wastewater collection lines are constructed with vitrified clay pipe (VCP) with a lesser amount being polyvinyl chloride pipe and a trace amount of cast-iron. Pipe sizes range from 4" to 18" in diameter with an average depth of six feet. The City has over 650 manholes, the majority of which are constructed of brick and mortar. Those manholes which are less than 25 years old are constructed of fiberglass. The topography of the area is generally flat which accounts for the use of 20 lift stations in the City's collection system. The City is engaged in a Capital Improvement Program (CIP) that either replaces or lines VCP sewers on an annual basis in an effort to reduce infiltration and inflow (I&I).

Port Lavaca is authorized to treat and discharge domestic wastewater via the Lynn's Bayou WWTP (Permit WQ0010251001). The WWTP, centrally located in the community, was constructed in 1982 and is permitted for 2 MGD average daily flow and a 2-hour peak flow of 5,319 GPM. Currently, the average

daily flow to this plant has reached 75% of the WWTP rated capacity for three consecutive months and as such has triggered TCEQ's requirement for the initiation of engineering and financial planning for an expansion of the wastewater treatment plant. It is also understood that during heavy rains the wet weather flows can be quite significant although a decrease in wet weather flows has been observed over a multi-year period as a result of the sewer line rehabilitation and replacement program. The permit discharge limitations are shown in the table below.

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Biochemical Oxygen Demand (5-day)	20 (334)	30	45	65	Two/week	Composite
Total Suspended Solids	20 (334)	30	45	65	Two/week	Composite
Total Copper, µg/l	11.10 (0.185)	N/A	23.5	34.4	One/week	Composite
Total Zinc, µg/l	75.19 (1.25)	N/A	159.07	233.1	One/week	Composite
<i>E. coli</i> , CFU or MPN/100 ml	35	N/A	104	N/A	Daily	Grab

3.1. Validation of WWTP Flows and Data Evaluation

This task includes data collection and analysis of flows, population projections, wastewater collection system and treatment constraints, and confirmation the City's project objectives.

- 3.1.1. Review two to three years of water consumption data (GBRA), Port Lavaca's wastewater treatment plant influent flow meter data, and wastewater effluent flow data.
- 3.1.2. Review WWTP plans, reports, hydraulic profile, wastewater quality data, etc.
- 3.1.3. Conduct temporary water flow monitoring near GBRA meter to confirm accuracy of flow readings. (Assume 2 weeks).
- 3.1.4. Review growth projections, and future flow demand needs.

3.2. Condition Assessment

This task includes interviews with operations, review of O&M practices and a condition assessment at the Lynn's Bayou WWTP.

- 3.2.1. Review current hydraulic capacity and organic loading of the plant.
- 3.2.2. Conduct a condition assessment of all equipment at the plant including mechanical, electrical, I&C, HVAC, and structural. Identify which assets are not at the end of life and can be re-used.
- 3.2.3. Interview city staff to identify and understand current issues, bottlenecks, and future requirements.
- 3.2.4. Prepare summary technical memorandum (TM) that identifies key issues and includes recommendations for the Evaluation task.

3.3. Evaluate and Plan for Lynn's Bayou WWTP Upgrade Needs

In this task the AECOM design team will work with City staff to evaluate the current wastewater treatment processes, discuss future TCEQ discharge permit requirements and develop a plan to expand Lynn's Bayou WWTP.

3.3.1. Prepare a Biowin model of the current plant processes, and validate with recorded actual performance data using low, average, and high demand operating scenarios. This desk-top exercise will identify current process bottlenecks and hydraulic limitations. The Biowin model will require reliable sampling data (influent, effluent wastewater quality) to simulate plant conditions. As such, AECOM may recommend supplemental wastewater sampling (currently not included) if it is determined the available sampling data is inadequate.

3.3.2. After completing the Biowin model, evaluate

- The limiting capacity of the current treatment process to meet a 20 mg/L BOD and 20 mg/L TSS limits per the current TPDES permit,
- The limiting capacity of the current treatment process to meet a possible future 10 mg/L BOD/10 mg/L TSS permit; this excludes potential nutrient removal parameters such as ammonia and/or phosphorus that are not in the current permit nor are typically included in TPDES permits.

3.3.3. Facilitate a conference call with TCEQ and City stakeholders to receive guidance with respect to future permit discharge requirements.

3.3.4. Discuss with the City and evaluate copper and zinc exceedances in the treated effluent. Review potential treatment technologies.

3.3.5. Based on previous tasks/sub-tasks, develop a preliminary design basis (10% design Development) to use in alternative development.

3.3.6. Develop two alternatives that include process upgrades to cost-effectively increase plant treatment capacity in existing tankage. AECOM will also assess the need for expanding current tank capacities for primary and secondary treatment processes to accommodate the increased flow loading to the plant. Operational bottlenecks in chemical precipitation, pH adjustment and/or clarifiers will be assessed by our local subject matter experts to develop process alternatives to resolve these issues.

3.3.7. Write a Summary Report that includes the findings from tasks 3.1, 3.2, and 3.3. Evaluate the alternatives based on Class 5 (AAE standard, see Section 4 below) conceptual cost, , ability to meet future permit requirements and additional criteria, as defined collaboratively by the City and AECOM.

4. Assumptions

- Data identified in this cost proposal is readily available within two weeks of the notice to proceed.
- Conceptual cost estimates completed during these two tasks will be performed in accordance with the AACE standards for a Class 5 Estimate with an expected accuracy of -20% to -50% on the low end and +30% to +100% on the high end.
- Biowin model will require reliable sampling data (influent, effluent wastewater quality) to simulate plant conditions. As such, AECOM may recommend supplemental wastewater sampling (currently not included) if it is determined the available sampling data is inadequate.
- It is assumed that the City of Port Lavaca will return review comments within two weeks of a draft submittal.
- No downhole inspection of wells, unless authorized as an additional task.

- No well testing or water quality sampling unless authorized as an additional task.
- Projected water and wastewater flows are an estimate at this time
- Rental of flow meter is estimated at \$900/week.

Schedule

AECOM anticipates completing both tasks within 12 weeks of authorization and receipt of data requests. Please see milestone schedule below.

Task 2 – Water supply feasibility study

Milestone/Deliverable	Calendar days from NTP
Data review - water supply	14
Evaluation of existing wells	35
Evaluation of new wells	50
Technical memorandum - Draft	70
City Review	84
Technical memorandum - Final	98

Task 3 – Lynn's Bayou Wastewater Treatment Plant (WWTP) expansion

Milestone/Deliverable	Calendar days from NTP
Data review – WWTP	7
Meter placement	14
Condition Assessment completion - WWTP	35
WWTP model preparation	50
WWTP report - Draft	70
City Review	84
WWTP report - Final	98

Fee:

The fee for each task and subtask is summarized below. Project management is shown as a shared task among the water and wastewater work orders to promote efficiencies.

Task	Labor Hours	Labor Cost	Subcontractor	Expenses	Total
Task 1- Project Management and Coordination	66	\$10,765	\$3,130	\$450	\$14,345
Task 2 Water Supply Feasibility Study	114	\$17,010	\$31,645	\$500	\$49,155
2.1 Review Existing Records	31	\$4,355		\$0	\$4,355
2.2 Evaluation of Abandoned Wells	59	\$8,900	\$9,800	\$500	\$19,200
2.3 Evaluation of Potential Well Sites	16	\$2,445	\$21,125	\$0	\$23,570
2.4 Review of Agency Permitting Process	8	\$1,310	\$720	\$0	\$2,030
Task 3- Lynn's Bayou WWTP Expansion	330	\$54,855	0	\$2,500	\$57,355
3.1 Data Validation	70	\$10,575		\$1,800	\$12,375
3.2 Condition Assessment	69	\$10,315		\$500	\$10,815
3.3 Plan for WWTP Upgrades	191	\$33,965		\$200	\$34,165
Total	510	\$82,360	\$34,775	\$3,450	\$120,855

Please let us know if you have any comments or questions.

Yours sincerely,



Susan Spore, PE
Senior Project Manager
AECOM
M: 713-582-5038
E: susan.spore@aecom.com

enclosures: Fee Breakdown, condition assessment data forms, AACE document #

COMMUNICATION

SUBJECT: Announcement by the Mayor that City Council will retire into closed session to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employer [Port Commission/Board Member(s)]). Presenter is Mayor Whitlow

INFORMATION:

COMMUNICATION

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

INFORMATION:

COMMUNICATION

SUBJECT: Consider appointment and/or re-appointment of member(s) to the Port Commission Board to fill a vacancy and serve a term of two (2) years. Presenter is Jody Weaver

INFORMATION:

ALEX DAVILA
304 EL CAMINO REAL STREET
PORT LAVACA, TEXAS 77979

RECEIVED

APR 26 2021

CITY OF PORT LAVACA
CITY MANAGER

April 20, 2021

Mayor of Port Lavaca
Port Lavaca City Council

Please accept this letter as my formal request to continue serving as a Director on the Port Commission.

Thank you,


Alex Davila

April 22, 2021

Mrs. Jody Weaver:

My name is James O'Neil and I am interested in serving the City of Port Lavaca on the Port commission.

I am a life-long resident of the City of Port Lavaca and still currently reside in the City. I am a registered voter and I would like to be involved in the promotion and development of the commercial and recreational aspects of the cities ports and harbors.

My interest in the waterfront have been life-long both as a user and observer. I have knowledge of our local waterways and use them frequently as a pleasure boater.

I currently have extensive knowledge in the transportation industry as I have worked in the Railroad industry for over 30 years. I believe this knowledge could help the citizens of the City and the Port Commission in its endeavors.

I understand that we will meet once a month and I do have the time to meet for this particular committee. I want to be involved in the development of the city because it is my home and has been for my entire life.

Thank you for your time and consideration,

James D. O'Neil

April 22, 2021

Subject: City of Port Lavaca Port Commission

Jody Weaver
City Manager Port Lavaca, TX

I am writing to request consideration for, and express my willingness to serve the City of Port Lavaca on the Port Commission. I am a life-long resident of Calhoun County, and a current resident in the city, I have served this community in multiple capacities in the past, primarily in criminal justice related fields. I have held paid positions in both the local Adult and Juvenile Probation Departments, the Port Lavaca Police Department, and the Calhoun County Sheriff's Office. I also volunteered for various groups during my tenure in law enforcement (multi-disciplinary team for The Harbor Children's Alliance, Calhoun County 911 Board, Concerned Citizens for Youth). Since leaving the criminal justice field, I have gained work experience in both the oilfield and in the local petrochemical industry, where I am currently employed as the Rail Supervisor for Petroleum Service Corporation at the Dow chemical plant.

I grew up boating and fishing the local bays and appreciating all the benefits they provide to our residents. My life and work experiences in this community have also shown me the importance of our local ports and waterways to beyond just leisure and pleasure, but also to commerce and the economy. The state of these resources can easily prove be either a positive or a negative to our community. I would like to play a part in ensuring they continue to be a draw to our city.

I am aware that if appointed, would meet once per month, and I am willing to devote that time in serving on this committee.

Thank you for your consideration,
Mike Kovarek

Contact Info:

Michael Kovarek
Dow - Watco Seadrift Rail
Rail Switching Supervisor

Petroleum Service Corporation
7501 HWY 185 N. Building 1
Seadrift, TX 77983
361-408-9006 Office
361-935-3366 Mobile
michael.kovarek@petroleumservice.com
www.petroleumservice.com

May 4, 2021

Re: Port Commission

Jody Weaver,

I had the honor of serving on the Port Commission in 2009-2010. I learned a lot and enjoyed the experience. I would be interested in serving again in this capacity if the opportunity arises.

All the best to the City during the selection process.

Larry W. Nichols

P.S. If you need any additional information please let me know.

Contact Info:

Larry Nichols <nicholsl@calcoisd.org>