



CITY COUNCIL SPECIAL MEETING

Monday, September 21, 2026 at 5:30 PM
Council Chambers| 202 N. Virginia Street, Port Lavaca, Texas 77979

PUBLIC NOTICE OF MEETING

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

Announcement by the Mayor that the City Council will retire into Closed Session for consultation with the 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 Texas Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code).

(All matters listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item will be removed from the Consent Agenda and considered separately.)

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a special meeting Monday, September 21, 2026 beginning at 5:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81009395937?pwd=zlElcvA4SNvgNT0bz3YI9ku9KlaZ9m.1>

Meeting ID: 810 0939 5937

Passcode: 597697

One Tap Mobile

*+13462487799,,81009395937#,,,,*597697# US (Houston)*

Dial by your location

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I. ROLL CALL AND CALL TO ORDER**II. PLEDGE OF ALLEGIANCE AND INVOCATION****III. MEETING SAFETY BRIEFING (911 ___, AED ___, EVAC ___, CPR ___, SAFETY ___)****IV. REVIEW OF VISION AND MISSION STATEMENT****Our Vision**

The Mayor and the City Council envision a friendly town on Lavaca Bay where economic and recreational opportunities abound, providing for a wonderful quality of life for both citizens and tourists, rich in history and looking toward a vibrant future

Our Mission

Our mission is to make Port Lavaca a desirable place to live through high-quality services, responsible use of public resources, and a progressive approach to community development. With enthusiasm, integrity, and vision, we will maintain a safe environment and continually improve the quality of life for all citizens.

V. PRESENTATION(S)**VI. COMMENTS FROM THE PUBLIC**

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

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

1. Conduct Public Hearing on the 2026-2027 fiscal year Budget. Presenter is Brittney Hogan
2. Consider First reading of an Ordinance (S-5-26) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2026 thru September 30, 2027. Presenter is Brittney Hogan
3. Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the "Marian Rosary" procession parade on Sunday, October 11, 2026 beginning at 5:00 p.m. and request waiver of any fees associated with the event. Presenter is Tobie Bias
4. Consider acceptance of the Certificate of Final Completion and approval of the release of retainage in the amount of \$12,079.44 for the Downtown Waterfront Public Improvements – Parking Lot & Sidewalk Improvements – 2024 Matagorda Bay Mitigation Grant Project No. 053. Presenter is Jody Weaver
5. Consider acceptance of the project as complete and approval of the release of retainage in the amount of \$12,554.69 to Lauger Companies, Inc. for the City Hall Master Plan Phase IV: Security Upgrades & Interior Renovation Project. Presenter is Jody Weaver
6. Consider authorizing the City Manager to approve Change Order No. 2 to the construction contract for CDBG-MIT GLO Contract No. 22-087-001-D226 to provide for additional quantities of material necessary to complete the marsh area in accordance with the project design. Presenter is Jody Weaver

VIII. TAXPAYER IMPACT STATEMENT

(Required under Texas Government Code §551 as amended by HB 1522, effective September 1, 2025)

This notice informs taxpayers of the potential impact of the proposed budget and tax rate for Fiscal Year 2026-27, comparing what would be paid under the no-new revenue tax rate versus the proposed tax rate.

1. Average Taxable Homestead Value

Prior Year (FY 2025-2026)	\$154,791.00
Current Year (FY 2026-2027)	\$162,756.00

2. Tax Rates

No-New-Revenue Tax Rate (FY 2026-2027)	\$0.7968 per \$100 valuation
Proposed Tax Rate (FY 2026-2027)	\$0.8800 per \$100 valuation

3. Estimated Annual Tax Bill Comparison

Scenario	Tax Rate	Estimated Tax Bill	Difference from No-New-Revenue
Prior Year (FY 2025-2026)	\$0.8000	\$1,238	\$59
No-New-Revenue Tax Rate (FY 2026-2027)	\$0.7968	\$1,297	\$0
Proposed Tax Rate (FY 2026-2027)	\$0.8800	\$1,432	\$135

Calculations

- Prior Year Tax Bill = $(\$154,791 \div 100) \times \$0.8000 = \$1,238.33$
- No-New-Revenue Tax Bill = $(\$162,756 \div 100) \times \$0.7968 = \$1,296.84$
- Proposed Tax Bill = $(\$162,756 \div 100) \times \$0.8800 = \$1,432.26$

Summary

If the City of Port Lavaca adopts the proposed tax rate of \$0.8800 Per \$100 valuation, the average homestead owner would pay approximately \$135.42 more annually compared to the no-new-revenue tax rate. This increase supports continued city services and infrastructure investments.

IX. COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER**X. ADJOURN SPECIAL MEETING**

XI.**CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a special meeting of the City Council of the City of Port Lavaca, scheduled for **Monday, September 21, 2026**, beginning at 5:30 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. **Tuesday, September 15, 2026**.

Lorena Perez-Diaz, *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 Lorena Perez-Diaz at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: Conduct Public Hearing on the 2026-2027 fiscal year Budget. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 21, 2026**AGENDA ITEM _____**

DATE: 8/20/2026
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BRITTNEY HOGAN, FINANCE DIRECTOR
SUBJECT: PUBLIC HEARING ON BUDGET

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the FY 2026-2027 budget.

On August 17, 2026, the City Council voted to set a public hearing on the FY 2026-2027 budget. The City Council set the date and time for a Public Hearing on the budget for September 14, 2026.

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

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

This public hearing will provide an opportunity for taxpayers to express their views on the City's 2026-2027 annual budget.

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

No action required.

City of Port Lavaca, Texas
Notice of Public Hearing
Fiscal Year 2026-2027 Budget

This budget will raise more total property taxes than last year's budget by \$501,629 or 8.63%, and of that amount, \$112,135 is tax revenue to be raised from new property added to the tax roll this year.

The City Council of the City of Port Lavaca, Texas, will hold a public hearing on the Fiscal Year 2026-2027 Proposed Budget on Monday, September 14, 2026, at 6:30 p.m. at 202 North Virginia St.

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

- Port Lavaca City Hall, 202 North Virginia Street; and
- The City of Port Lavaca website:
<https://www.portlavaca.gov/195/Annual-Budgets>

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (S-5-26) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2026 thru September 30, 2027. Presenter is Brittney Hogan

INFORMATION:

ORDINANCE #S-5-26

Item 2.

AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR THE CITY OF PORT LAVACA, TEXAS AND ADOPTING THE BUDGET DOCUMENT FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has approved a budget for the City of Port Lavaca, Texas, for the fiscal year October 1, 2026 through September 30, 2027, and accordingly held a public hearing for same, at which time all interested citizens were given an opportunity to be heard for or against any item or amount of any item contained in said budget; and

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

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

SECTION 1. That the annual budget for the City of Port Lavaca, Texas for the fiscal year October 1, 2026 through September 30, 2027 is hereby approved and the budget document is hereby in all things adopted and made a part of this ordinance as if set forth in full herein and is hereby declared to be the financial plan for the City of Port Lavaca, Texas for the fiscal year 2026/2027.

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

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

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

FIRST READING this 21st day of September, 2026

Luis De La Garza, Mayor

SECOND AND FINAL READING this 22nd day of September, 2026

Luis De La Garza, Mayor

APPROVED AND ADOPTED this 22nd day of September, 2026.

Luis De La Garza, Mayor

ATTEST:

Lorena Perez-Diaz, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilwoman Rigby			
Councilwoman Padron			
Councilman Bland-Stewart			
Councilman Burke			

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

CITY OF PORT LAVACA

DATE: 8/22/2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: CONSIDER ORDINANCE APPROVING THE ANNUAL BUDGET

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

On June 29 (CIP) and August 17, 2026, the City Council held budget workshops to review recommendations from the City Manager for the FY 2026-2027 budget. The proposed budget was filed with the City Secretary and published on the City's website on August 3rd.

On August 17, 2026, the City Council announced a public hearing on the FY 2026-2027 Budget to be held on September 14, 2026. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 26, 2026, and posted the same notice on the City's website.

The budget, with changes recommended by City Council in the August 17, 2026 workshop, is recommended for the City Council's approval, and contains combined Revenues of \$26,488,458 followed by combined Expenditures of \$29,635,882 leaving combined Fund Balance reserves of \$13,294,236.

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

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

➤ ***Motion: "I move to adopt the FY 2026-2027 Annual Budget as presented by the City Manager."***

○ ***Must be a Record Vote of each member of the governing body by name.***

COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the “Marian Rosary” procession parade on Sunday, October 11, 2026 beginning at 5:00 p.m. and request waiver of any fees associated with the event. Presenter is Tobie Bias

INFORMATION:

COMMUNICATION

SUBJECT: Consider acceptance of the Certificate of Final Completion and approval of the release of retainage in the amount of \$12,079.44 for the Downtown Waterfront Public Improvements – Parking Lot & Sidewalk Improvements – 2024 Matagorda Bay Mitigation Grant Project No. 053. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: 09. 21.2026

DATE: 09.16.2026

TO: JODY WEAVER, CITY MANAGER

CC: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONSIDER APPROVING CERTIFICATE OF COMPLETION AND RELEASE OF RETAINAGE FOR THE CITY OF PORT LAVACA DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS, PARKING LOT & SIDEWALK IMPROVEMENTS, 2024 MATAGORDA BAY MITIGATION TRUST GRANT PROJECT

Background:

As part of the Matagorda Bay Mitigation Trust grant awarded to the City of Port Lavaca for the Downtown Waterfront Public Access Improvements – Parking Lot & Sidewalk Improvements project, Lester Contracting completed the construction work in accordance with the project requirements.

The completed improvements under this contract successfully passed the required ADA inspection. The project is now complete, and all required closeout documentation has been submitted.

Financial Implication:

The project has been budgeted, and the associated costs will be paid from the City's Ports & Harbors Fund.

Request Action:

The Port Commission reviewed the project's documentation at its meeting on September 15th, 2026, and recommends that the City Council approve the Certificate of Completion and authorize of release of retainage in the amount of \$12,079.44 to Lester Contracting, Inc for the City of Port Lavaca Downtown Waterfront Public Access Improvements-Parking Lot & Sidewalk Improvements project, subject to all applicable closeout requirements.

Attachments:

1. Pay Estimate #4 and Pay Estimate #5 Final & Retainage for approval & payment.
2. Certificate of Final Completion for acceptance.
3. Consent of Surety Company to Final Payment.
4. Affidavit of All Bills Paid.
5. Final Waiver of Lien Rights.
6. Photos

PROJECT COMPLETED





September 11, 2026

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

RE: City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

Dear Ms. Weaver:

Attached are Pay Estimate Request #4 (June 1–August 31, 2026) and Pay Estimate Request #5 Final & Retainage for work completed by Lester Contracting, Inc. on the City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements. The construction of the physical improvements has been completed.

I recommend that payments be made in the following amounts:

- Pay Estimate Request #4: \$1,964.60
- Pay Estimate Request #5 Final & Retainage: \$12,079.44

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com. Thank you for your assistance.

Sincerely,

Matt A. Glaze, P.E.
Vice President

MAG/hmm

Attachments

cc: Ken Lester, Lester Contracting, Inc.
Connie Novosad, Urban Engineering

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Application No: 4
Invoice No: 2603604
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

Item 4.

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Via(Architect/
Engineer)

For:

Original Contract sum.....	238,848.75
Change Orders.....	2,740.00
Contract sum.....	241,588.75
Completed to date.....	241,588.75
Retainage.....	12,079.44
Total earned less retainage.....	229,509.31
Previous billings.....	227,544.71
Current payment due.....	1,964.60
Sales tax.....	0.00
Total due.....	1,964.60

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

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Via(Architect/
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
1	Mobilization and Bonds (Max 10%)	1 LS	12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
2	Warning Devices Traffic control	1 LS	750.00	750.00	1	750.00	750.00	0.00
3	Construction Staking	1 LS	3,600.00	3,600.00	1	3,600.00	3,600.00	0.00
4	Storm Sewer Main (6") (Dual Solid Wall)	165 LF	32.00	5,280.00	165	5,280.00	5,280.00	0.00
5	Storm Sewer Main (6") Perforated w/filter sock	225 LF	33.00	7,425.00	225	7,425.00	7,425.00	0.00
6	Junction Box (4x4)	1 EA	9,000.00	9,000.00	1	9,000.00	9,000.00	0.00
7	Reclaim Roadway & Stabilize w/Cement 6"	1,280 SY	5.00	6,400.00	1,280	6,400.00	6,400.00	0.00
8	Cement for Roadway Stabilization	14 TONS	425.00	5,950.00	14	5,950.00	5,950.00	0.00
9	Additional Limestone Base (Type A, Gr 2) for Crown	50 TONS	70.00	3,500.00	50	3,500.00	3,500.00	0.00
10	Moisture Condition & Proofroll Subgrade	265 SY	1.00	265.00	265	265.00	265.00	0.00
11	Crushed Limestone Base (8")	265 SY	28.00	7,420.00	265	7,420.00	7,420.00	0.00
12	Prime Coat (MC-30)	1,545 SY	3.25	5,021.25	1,545	5,021.25	5,021.25	0.00
13	Two Course (AC-15P & PB GR4 and GR3)	1,545 SY	17.50	27,037.50	1,545	27,037.50	27,037.50	0.00
14	Construct Permeable Pavement (Truegrid and base)	3,610 SY	9.00	32,490.00	3,610	32,490.00	32,490.00	0.00
15	Concrete Curb (6" Curb & Gutter)	330 LF	52.00	17,160.00	330	17,160.00	17,160.00	0.00
16	Concrete Sidewalk	5,920 SF	9.00	53,280.00	5,920	53,280.00	47,952.00	5,328.00
17	Concrete Pavement	360 SF	16.00	5,760.00	360	5,760.00	5,760.00	0.00
18	Precast Concrete Wheel Stop	47 EA	125.00	5,875.00	47	5,875.00	5,875.00	0.00
19	Pavement Markings (4" White)	600 LF	1.00	600.00	600	600.00	600.00	0.00
20	Pavement Markings (Handicap Symbol)	2 EA	150.00	300.00	2	300.00	300.00	0.00
21	Traffic Sign	2 EA	450.00	900.00	2	900.00	900.00	0.00
22	Rain Garden Wall	160 LF	100.00	16,000.00	160	16,000.00	16,000.00	0.00
23	Rain Garden Fill (fabric, rock, soil media)	520 SF	13.00	6,760.00	520	6,760.00	6,760.00	0.00
24	Place Sod & Topsoil	8,100 SF	0.75	6,075.00	8,100	6,075.00	6,075.00	0.00
25	CO#1 Install 5x2 blocks	1 LS	6,000.00	6,000.00	1	6,000.00	6,000.00	0.00
26	CO#2 Site Grading for Sidewalk	1 LS	2,500.00	2,500.00	1	2,500.00	0.00	2,500.00

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Application No: 4
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Via(Architect/
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
27	CO#2A Credit for Item 16A	1 LS	-5,760.00	-5,760.00	1	-5,760.00	0.00	-5,760.00
				<u>241,588.75</u>		<u>241,588.75</u>	<u>239,520.75</u>	<u>2,068.00</u>

LESTER CONTRACTING, INC.										
CITY OF PORT LAVACA										
DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS - PARKING LOT & SIDEWALK IMPROVEMENTS										
PORT LAVACA, TEXAS										
Pay Estimate #4 Date: 09/11/2026										
Item No.	Description	Approved Contract				Quantities		Amounts		% Complete Amount
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$ 12,000.00	\$ 12,000.00	0	1	\$ -	\$ 12,000.00	100.00%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	\$ 750.00	\$ 750.00	0	1	\$ -	\$ 750.00	100.00%
3.	Construction Staking	1	LS	\$ 3,600.00	\$ 3,600.00	0	1	\$ -	\$ 3,600.00	100.00%
TOTAL GENERAL					\$ 16,350.00			\$ -	\$ 16,350.00	100.00%
IMPROVEMENTS										
4.	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	\$ 32.00	\$ 5,280.00	0	165	\$ -	\$ 5,280.00	100.00%
5.	Storm Sewer Main (6") (Perforated with Filter Sock)	225	LF	\$ 33.00	\$ 7,425.00	0	225	\$ -	\$ 7,425.00	100.00%
6.	Junction Box (4' x 4')	1	EA	\$ 9,000.00	\$ 9,000.00	0	1	\$ -	\$ 9,000.00	100.00%
7.	Reclaim Roadway and Stabilize with Cement (6")	1,280	SY	\$ 5.00	\$ 6,400.00	0	1,280	\$ -	\$ 6,400.00	100.00%
8.	Cement for Roadway Stabilization	14	TONS	\$ 425.00	\$ 5,950.00	0	14	\$ -	\$ 5,950.00	100.00%
9.	Additional Limestone Base (Type A, Grade 2) for Roadway Crown (As Directed by Engineer)	50	TONS	\$ 70.00	\$ 3,500.00	0	50	\$ -	\$ 3,500.00	100.00%
10.	Moisture Condition & Proof Roll Subgrade	265	SY	\$ 1.00	\$ 265.00	0	265	\$ -	\$ 265.00	100.00%
11.	Crushed Limestone Flexible Base (8") (Type A, Grade 1 or 2)	265	SY	\$ 28.00	\$ 7,420.00	0	265	\$ -	\$ 7,420.00	100.00%
12.	Prime Coat (MC-30)	1,545	SY	\$ 3.25	\$ 5,021.25	0	1,545	\$ -	\$ 5,021.25	100.00%
13.	Two Course Surface Treatment (AC-15P & PB, GR4 & GR3 Pre-Coated Aggregate)	1,545	SY	\$ 17.50	\$ 27,037.50	0	1,545	\$ -	\$ 27,037.50	100.00%
14.	Construct Permeable Pavement (Includes Truegrid & Crushed Limestone)	3,610	SF	\$ 9.00	\$ 32,490.00	0	3,610	\$ -	\$ 32,490.00	100.00%
15.	Concrete Curb (6" Curb & Gutter)	330	LF	\$ 52.00	\$ 17,160.00	0	330	\$ -	\$ 17,160.00	100.00%
16.	Concrete Sidewalk	5,920	SF	\$ 9.00	\$ 53,280.00	592	5,920	\$ 5,328.00	\$ 53,280.00	100.00%
16A.	Concrete Pavement	360	SF	\$ 16.00	\$ 5,760.00	0	360	\$ -	\$ 5,760.00	100.00%
17.	Precast Concrete Wheel Stop	47	EA	\$ 125.00	\$ 5,875.00	0	47	\$ -	\$ 5,875.00	100.00%
18.	Pavement Markings (Permanent) (4" White) (Sherwin Williams)	600	LF	\$ 1.00	\$ 600.00	0	600	\$ -	\$ 600.00	100.00%
19.	Pavement Markings (Permanent) (Handicap Symbol White) (Sherwin Williams)	2	EA	\$ 150.00	\$ 300.00	0	2	\$ -	\$ 300.00	100.00%
20.	Traffic Sign Installation (Permanent) (Measured Per Post)	2	EA	\$ 450.00	\$ 900.00	0	2	\$ -	\$ 900.00	100.00%
21.	Rain Garden Wall	160	LF	\$ 100.00	\$ 16,000.00	0	160	\$ -	\$ 16,000.00	100.00%
22.	Rain Garden Fill (Includes Filter Fabric, Crushed Rock & Soil Media)	520	SF	\$ 13.00	\$ 6,760.00	0	520	\$ -	\$ 6,760.00	100.00%
23.	Place Sod and Topsoil	8,100	SF	\$ 0.75	\$ 6,075.00	0	8,100	\$ -	\$ 6,075.00	100.00%
TOTAL IMPROVEMENTS					\$ 222,498.75			\$ 5,328.00	\$ 222,498.75	100.00%
CHANGE ORDER NO. 1										
24.	Install 5x2 Limestone Blocks	1	LS	\$ 6,000.00	\$ 6,000.00	0	1	\$ -	\$ 6,000.00	100.00%
TOTAL CHANGE ORDER NO. 1					\$ 6,000.00			\$ -	\$ 6,000.00	100.00%
CHANGE ORDER NO. 2										
25.	Site Grading for Sidewalk Area	1	LS	\$ 2,500.00	\$ 2,500.00	1	1	\$ 2,500.00	\$ 2,500.00	100.00%
26.	Credit for #16A Concrete Pavement	-360	SF	\$ 16.00	\$ (5,760.00)	-360	-360	\$ (5,760.00)	\$ (5,760.00)	100.00%
TOTAL CHANGE ORDER NO. 2					\$ (3,260.00)			\$ (3,260.00)	\$ (3,260.00)	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1					\$ 241,588.75					
TOTALS					\$ 241,588.75			\$ 2,068.00	\$ 241,588.75	100.00%
Total Work Completed								\$ 2,068.00	\$ 241,588.75	Retainage %
Less Retainage								\$ (103.40)	\$ (12,079.44)	5.00%
Less Previous Invoices								\$ -	\$ (227,544.71)	
Total Due This Estimate								\$ 1,964.60	\$ 1,964.60	

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Application No: 5
Invoice No: 2603605R
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

Item 4.

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Via(Architect/
Engineer)

For:

Original Contract sum.....	238,848.75
Change Orders.....	2,740.00
Contract sum.....	241,588.75
Completed to date.....	241,588.75
Retainage.....	0.00
Total earned less retainage.....	241,588.75
Previous billings.....	229,509.31
Current payment due.....	12,079.44
Sales tax.....	0.00
Total due.....	12,079.44

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Application No: 5
Invoice No: 2603605R
Invoice Date: 8/31/2026
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Item 4.

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Via(Architect/
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
1	Mobilization and Bonds (Max 10%)	1 LS		12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
2	Warning Devices Traffic control	1 LS		750.00	750.00	1	750.00	750.00	0.00
3	Construction Staking	1 LS		3,600.00	3,600.00	1	3,600.00	3,600.00	0.00
4	Storm Sewer Main (6") (Dual Solid Wall)	165 LF		32.00	5,280.00	165	5,280.00	5,280.00	0.00
5	Storm Sewer Main (6") Perforated w/filter sock	225 LF		33.00	7,425.00	225	7,425.00	7,425.00	0.00
6	Junction Box (4x4)	1 EA		9,000.00	9,000.00	1	9,000.00	9,000.00	0.00
7	Reclaim Roadway & Stabilize w/Cement 6"	1,280 SY		5.00	6,400.00	1,280	6,400.00	6,400.00	0.00
8	Cement for Roadway Stabilization	14 TONS		425.00	5,950.00	14	5,950.00	5,950.00	0.00
9	Additional Limestone Base (Type A, Gr 2) for Crown	50 TONS		70.00	3,500.00	50	3,500.00	3,500.00	0.00
10	Moisture Condition & Proofroll Subgrade	265 SY		1.00	265.00	265	265.00	265.00	0.00
11	Crushed Limestone Base (8")	265 SY		28.00	7,420.00	265	7,420.00	7,420.00	0.00
12	Prime Coat (MC-30)	1,545 SY		3.25	5,021.25	1,545	5,021.25	5,021.25	0.00
13	Two Course (AC-15P & PB GR4 and GR3)	1,545 SY		17.50	27,037.50	1,545	27,037.50	27,037.50	0.00
14	Construct Permeable Pavement (Truegrid and base)	3,610 SY		9.00	32,490.00	3,610	32,490.00	32,490.00	0.00
15	Concrete Curb (6" Curb & Gutter)	330 LF		52.00	17,160.00	330	17,160.00	17,160.00	0.00
16	Concrete Sidewalk	5,920 SF		9.00	53,280.00	5,920	53,280.00	53,280.00	0.00
17	Concrete Pavement	360 SF		16.00	5,760.00	360	5,760.00	5,760.00	0.00
18	Precast Concrete Wheel Stop	47 EA		125.00	5,875.00	47	5,875.00	5,875.00	0.00
19	Pavement Markings (4" White)	600 LF		1.00	600.00	600	600.00	600.00	0.00
20	Pavement Markings (Handicap Symbol)	2 EA		150.00	300.00	2	300.00	300.00	0.00
21	Traffic Sign	2 EA		450.00	900.00	2	900.00	900.00	0.00
22	Rain Garden Wall	160 LF		100.00	16,000.00	160	16,000.00	16,000.00	0.00
23	Rain Garden Fill (fabric, rock, soil media)	520 SF		13.00	6,760.00	520	6,760.00	6,760.00	0.00
24	Place Sod & Topsoil	8,100 SF		0.75	6,075.00	8,100	6,075.00	6,075.00	0.00
25	CO#1 Install 5x2 blocks	1 LS		6,000.00	6,000.00	1	6,000.00	6,000.00	0.00
26	CO#2 Site Grading for Sidewalk	1 LS		2,500.00	2,500.00	1	2,500.00	2,500.00	0.00

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Application No: 5
Invoice No: 2603605R
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

Item 4.

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Via(Architect/
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
27	CO#2A Credit for Item 16A	1 LS	-5,760.00	-5,760.00	1	-5,760.00	-5,760.00	0.00
				<u>241,588.75</u>		<u>241,588.75</u>	<u>241,588.75</u>	<u>0.00</u>

LESTER CONTRACTING, INC.													
CITY OF PORT LAVACA													
DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS - PARKING LOT & SIDEWALK IMPROVEMENTS													
PORT LAVACA, TEXAS													
Pay Estimate #5 Final & Retainage Date: 09/11/2026													
Item No.	Description	Approved Contract				Quantities		Amounts		% Complete Amount			
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date				
BASE BID													
GENERAL													
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$ 12,000.00	\$ 12,000.00	0	1	\$ -	\$ 12,000.00	100.00%			
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	\$ 750.00	\$ 750.00	0	1	\$ -	\$ 750.00	100.00%			
3.	Construction Staking	1	LS	\$ 3,600.00	\$ 3,600.00	0	1	\$ -	\$ 3,600.00	100.00%			
TOTAL GENERAL					\$ 16,350.00			\$ -	\$ 16,350.00	100.00%			
IMPROVEMENTS													
4.	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	\$ 32.00	\$ 5,280.00	0	165	\$ -	\$ 5,280.00	100.00%			
5.	Storm Sewer Main (6") (Perforated with Filter Sock)	225	LF	\$ 33.00	\$ 7,425.00	0	225	\$ -	\$ 7,425.00	100.00%			
6.	Junction Box (4' x 4')	1	EA	\$ 9,000.00	\$ 9,000.00	0	1	\$ -	\$ 9,000.00	100.00%			
7.	Reclaim Roadway and Stabilize with Cement (6")	1,280	SY	\$ 5.00	\$ 6,400.00	0	1,280	\$ -	\$ 6,400.00	100.00%			
8.	Cement for Roadway Stabilization	14	TONS	\$ 425.00	\$ 5,950.00	0	14	\$ -	\$ 5,950.00	100.00%			
9.	Additional Limestone Base (Type A, Grade 2) for Roadway Crown (As Directed by Engineer)	50	TONS	\$ 70.00	\$ 3,500.00	0	50	\$ -	\$ 3,500.00	100.00%			
10.	Moisture Condition & Proof Roll Subgrade	265	SY	\$ 1.00	\$ 265.00	0	265	\$ -	\$ 265.00	100.00%			
11.	Crushed Limestone Flexible Base (8") (Type A, Grade 1 or 2)	265	SY	\$ 28.00	\$ 7,420.00	0	265	\$ -	\$ 7,420.00	100.00%			
12.	Prime Coat (MC-30)	1,545	SY	\$ 3.25	\$ 5,021.25	0	1,545	\$ -	\$ 5,021.25	100.00%			
13.	Two Course Surface Treatment (AC-15P & PB, GR4 & GR3 Pre-Coated Aggregate)	1,545	SY	\$ 17.50	\$ 27,037.50	0	1,545	\$ -	\$ 27,037.50	100.00%			
14.	Construct Permeable Pavement (Includes Truegrid & Crushed Limestone)	3,610	SF	\$ 9.00	\$ 32,490.00	0	3,610	\$ -	\$ 32,490.00	100.00%			
15.	Concrete Curb (6" Curb & Gutter)	330	LF	\$ 52.00	\$ 17,160.00	0	330	\$ -	\$ 17,160.00	100.00%			
16.	Concrete Sidewalk	5,920	SF	\$ 9.00	\$ 53,280.00	0	5,920	\$ -	\$ 53,280.00	100.00%			
16A.	Concrete Pavement	360	SF	\$ 16.00	\$ 5,760.00	0	360	\$ -	\$ 5,760.00	100.00%			
17.	Precast Concrete Wheel Stop	47	EA	\$ 125.00	\$ 5,875.00	0	47	\$ -	\$ 5,875.00	100.00%			
18.	Pavement Markings (Permanent) (4" White) (Sherwin Williams)	600	LF	\$ 1.00	\$ 600.00	0	600	\$ -	\$ 600.00	100.00%			
19.	Pavement Markings (Permanent) (Handicap Symbol White) (Sherwin Williams)	2	EA	\$ 150.00	\$ 300.00	0	2	\$ -	\$ 300.00	100.00%			
20.	Traffic Sign Installation (Permanent) (Measured Per Post)	2	EA	\$ 450.00	\$ 900.00	0	2	\$ -	\$ 900.00	100.00%			
21.	Rain Garden Wall	160	LF	\$ 100.00	\$ 16,000.00	0	160	\$ -	\$ 16,000.00	100.00%			
22.	Rain Garden Fill (Includes Filter Fabric, Crushed Rock & Soil Media)	520	SF	\$ 13.00	\$ 6,760.00	0	520	\$ -	\$ 6,760.00	100.00%			
23.	Place Sod and Topsoil	8,100	SF	\$ 0.75	\$ 6,075.00	0	8,100	\$ -	\$ 6,075.00	100.00%			
TOTAL IMPROVEMENTS					\$ 222,498.75			\$ -	\$ 222,498.75	100.00%			
CHANGE ORDER NO. 1													
24.	Install 5x2 Limestone Blocks	1	LS	\$ 6,000.00	\$ 6,000.00	0	1	\$ -	\$ 6,000.00	100.00%			
TOTAL CHANGE ORDER NO. 1					\$ 6,000.00			\$ -	\$ 6,000.00	100.00%			
CHANGE ORDER NO. 2													
25.	Site Grading for Sidewalk Area	1	LS	\$ 2,500.00	\$ 2,500.00	0	1	\$ -	\$ 2,500.00	100.00%			
26.	Credit for #16A Concrete Pavement	-360	SF	\$ 16.00	\$ (5,760.00)	0	-360	\$ -	\$ (5,760.00)	100.00%			
TOTAL CHANGE ORDER NO. 2					\$ (3,260.00)			\$ -	\$ (3,260.00)	100.00%			
TOTAL BASE BID + CHANGE ORDER NO. 1					\$ 241,588.75								
TOTALS					\$ 241,588.75			\$ -	\$ 241,588.75	100.00%			
I, Matt A. Glaze, hereby certify that Improvements for the City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements have been fully completed in accordance with the Contract Documents.								Total Work Completed			\$ -	\$ 241,588.75	Retainage %
								Less Retainage			\$ -	\$ -	5.00%
								Less Previous Invoices			\$ -	\$ (229,509.31)	
								Final Payment Due			\$ -	\$ 12,079.44	

I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering



AFFIDAVIT OF ALL BILLS PAID

THE STATE OF TexasCOUNTY OF Calhoun

Ken Lester, Jr. personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he is a duly authorized representative of the Contractor, Lester Contracting, Inc., and that the Contract for the **City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

[Signature]
Signature

Ken Lester, Jr.
Typed Name

President
Title

Sworn to and subscribed before me this 10th day of September, 2016.



[Signature]
Notary Signature

Leah Sparks
Printed Name

In and for the State of Texas

September 12, 2028
Commission Expires

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: 09/09/2026

OWNER: City of Port Lavaca
 CONTRACTOR: Lester Contracting, Inc.
 CONTRACT DATE: February 23, 2026
 CONTRACT AMOUNT: \$241,588.75
 CONTRACT: The construction of approximately 1,545 square yards of pavement and approximately 6,280 square feet of concrete sidewalk at Nautical Landings Marina in Port Lavaca, Texas.
 PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

OWNER's CONTRACT NO.: N/A

ENGINEER's PROJECT NO: E23799.01

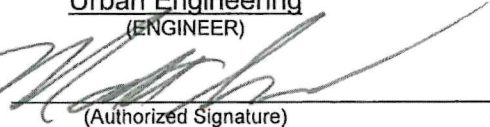
This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

09-04-2026
 (Date of Final Completion)

Executed by ENGINEER on September 9, 2026.
 (Date)

Urban Engineering
 (ENGINEER)

By: 

(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on September 10, 2026.
 (Date)

Lester Contracting, Inc.
 (CONTRACTOR)

By: 

(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____, _____.
 (Date)

City of Port Lavaca
 (OWNER)

By: _____

(Authorized Signature)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Item 4.

PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements -
Parking Lot & Sidewalk Improvements

OWNER: City of Port Lavaca

CONTRACTOR: Lester Contracting, Inc. Bond #30235415

CONTRACT DATE: February 23, 2026

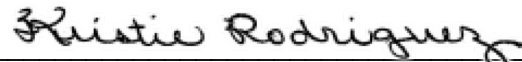
In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, Continental Casualty Company, SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 11th day of September, 2026.

ATTEST:



Continental Casualty
Company
SURETY COMPANY


Signature of Authorized Representative

(SEAL)

Kristie Rodriguez Attorney in Fact

Title

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item 4.

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary Grissom, Laurie J Barnes, Ronda Brown, Denise Dugan, James Russell, Ana Rodriguez, Kristie Rodriguez, Shanna Wagner, Coy Sunderman, J D Steanson, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

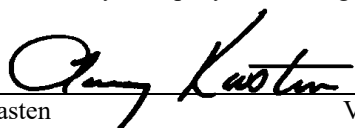
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of August, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of August, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

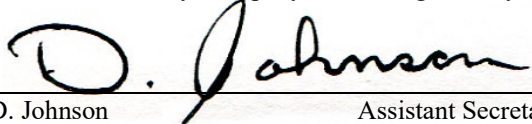

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 11th day of September, 2026.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

Item 4.

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**

Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com

Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Customer Service at **1-312-822-5000**

Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com

Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

FINAL WAIVER OF LIEN RIGHTS

FROM: Lester Contracting, Inc. (Contractor)

TO: City of Port Lavaca (Owner)

PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. 4 Final & Retainage" attached hereto, as it relates to construction costs payable pursuant to its construction contract with the City of Port Lavaca is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR'S construction contract in the amount of \$241,588.75 as indicated in the attached Pay Estimate No. 4 Final & Retainage;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, City of Port Lavaca, OWNER'S lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 10th day of September, 2026.

Lester Contracting, Inc.

[Signature]
(Signature)

By: Ken Lester, Jr.

Title: President

STATE OF Texas §
COUNTY OF Calhoun §
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 10th day of September, 2026, by Ken Lester, Jr., as President of Lester Contracting, Inc.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public Signature

Leah Sparks
Printed Name

September 12, 2028
Commission Expires

COMMUNICATION

SUBJECT: Consider acceptance of the project as complete and approval of the release of retainage in the amount of \$12,554.69 to Lauger Companies, Inc. for the City Hall Master Plan Phase IV: Security Upgrades & Interior Renovation Project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: 09. 21.2026

DATE: 09.14.2026

TO: JODY WEAVER, CITY MANAGER

CC: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONSIDER APPROVING CERTIFICATE OF COMPLETION AND RELEASE OF
RETAINAGE FOR THE CITY OF PORT LAVACA CITY HALL MASTER PLAN PHASE 4:
SECURITY UPGRADES & INTERIOR PROJECT

Background:

The City of Port Lavaca City Hall Master Plan Phase 4: Security Upgrades & Interior Project was undertaken to improve the security, functionality, and interior conditions of City Hall. The project included the approved security upgrades and interior improvements necessary to enhance the facility and provide a safer and more functional environment for City staff and the public.

The contractor has completed the required work in accordance with the project plans, specifications, and contract requirements. The project has been inspected, and the completed work has been determined to be satisfactory.

Financial Implication:

The project has been budgeted, and the associated costs will be paid from the City's General Fund.

Request Action:

Staff recommends that City Council approve the Certificate of Completion and authorize the release of retainage of the amount of \$ 12,554.69 for the City of Port Lavaca City Hall Master Plan Phase 4: Security Upgrades & Interior Project, contingent upon all required closeout documentation being received and verified.

Attachments:

1. Pay Estimate # 8 Final & Retainage for approval & payment.
2. Certificate of Substantial Completion for acceptance.
3. Consent of Surety Company to Final Payment.
4. Affidavit of Payment of Debts and Claims
5. Affidavit of Release of Liens
6. List of authorized changes

AIA® Document G706® – 1994
Contractor's Affidavit of Payment of Debts and Claims
PROJECT: *(Name and address)*

City of Port Lavaca Phase 4 Security
Upgrades
202 N. Virginia
Port Lavaca, TX 77979

ARCHITECT'S PROJECT NUMBER:

251000

CONTRACT FOR:

General Construction

CONTRACT DATED:

September 08, 2025

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐
TO OWNER: *(Name and address)*

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

STATE OF: Texas
COUNTY OF: Victoria

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Retainage

**SUPPORTING DOCUMENTS ATTACHED
HERETO:**

- Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Lauger Companies Inc.
36 Enterprise Drive
Victoria, TX, TX 77905


CONTRACTOR'S Authorized Representative *(Signature)*

BY: Corbin Lauger President

(Printed name and title)

8/31/2026

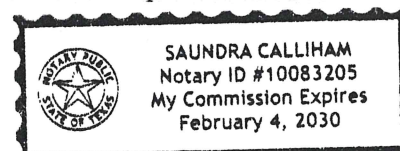
Date

Subscribed and sworn to before me on this date:

31st day of August, 2024

Notary Public: Saundra Calliham

My Commission Expires: 02/04/2030





AIA® Document G706® A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> City of Port Lavaca Phase 4 Security Upgrades 202 N. Virginia Port Lavaca, TX 77979	ARCHITECT'S PROJECT NUMBER : 251000	OWNER: [X] ARCHITECT: [X] CONTRACTOR: [] SURETY: [] OTHER: []
TO OWNER: <i>(Name and address)</i> City of Port Lavaca 202 N. Virginia St. Port Lavaca , TX 77979	CONTRACT FOR: General Construction CONTRACT DATED: 09-08-2025	

STATE OF: Texas
COUNTY OF: Victoria

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

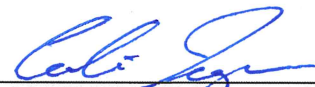
Retainage

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Lauger Companies Inc.
36 Enterprise Drive
Victoria, TX, TX 77905



CONTRACTOR'S Authorized Representative *(Signature)*

BY: Corbin Lauger President

(Printed name and title)

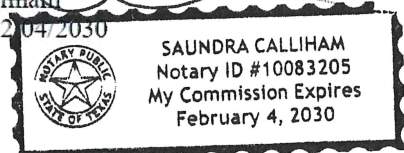
8/31/2026

Date

Subscribed and sworn to before me on this date:

31st Day of August, 2024

Notary Public Saundra Callihan
My Commission Expires: 02/04/2030



SUBCONTRACTOR APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN

TO: Lauger Companies, Inc.
P.O. Box 2146
Victoria, Texas 77902-2146

FROM: Jung Tile Services, Inc.
P.O. Box 3762
Victoria, Texas 77903

PROJECT NAME & NUMBER: City of Port Lavaca City Hall

We submit our request herewith for payment covering work performed and/or materials supplied for the above job through
31-Aug-26 APPLICATION NO. 4 - Retainage

1. Original Contract Amount	\$15,578.00
2. Change Orders to Contract	\$3,120.00
3. Total Contract To Date (1 + 2)	\$18,698.00
4. Amount Completed to Date	\$18,698.00
5. Less 0% Retainage	\$0.00
6. Sub Total (4 - 5)	\$18,698.00
7. Less Previous Applications	\$17,763.10
8. Amount Due this Request (6 - 7)	\$934.90
9. Balance on Contract (3 - 4)	\$0.00

CERTIFICATE OF THE SUBCONTRACTOR: FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.

As the subcontractor, I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Lauger Companies, Inc. relating to the above referenced project.

As the subcontractor, I hereby waive and release Lauger Companies, Inc., its surety, agents and any other affiliated company from any and all claims, disputes, or controversies of whatsoever kind or nature which relate to this Contract, and acknowledge that no other monies are due and owing, or are claimed to be due and owing from Lauger Companies, Inc., relating to this Contract or breach thereof, except for those specifically listed below (identify any monies and all disputes).

DESCRIPTION**AMOUNT**

As the subcontractor, I also certify that payments, (except those specifically listed below) less applicable retention, have been made through the period covered by previous payments received from Lauger Companies, Inc. to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used or in connection with the performance of this Contract. I further certify that I have complied with federal, state and local tax laws including social security laws, unemployment compensation laws, and worker's compensation laws, without limitations, insofar as applicable to the performance of this Contract. I will hereby indemnify and hold Lauger Companies, Inc., its surety, agents and any other affiliated company harmless from any and all claims, liens or damages alleged by my sub-subcontractors and suppliers, work force, or other

DESCRIPTION**AMOUNT**

In consideration of the payments received and in order to induce the contractor to make this payment and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Subscribed and sworn before me this 1st day of
September, 2026

September 1, 2026
 DATE

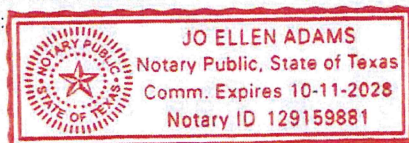
Jung Tile Services, Inc.
 SUBCONTRACTOR

Sherri L. Unger
 AUTHORIZED SIGNATURE

Sherri L. Unger, Secretary
 PRINT NAME AND TITLE

Jo Ellen Adams
 Notary Public in and for the State of Texas

My Commission Expires:



SUBCONTRACTOR APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN

RECEIVED

TO: Lauger Companies, Inc.
P.O. Box 2146
Victoria, Texas 77902-2146

FROM: Mitchell Glass Company, Inc.
405 W. Constitution
Victoria, Texas 77901

JUN 22 2026

PROJECT NAME & NUMBER: City of Port Lavaca City Hall Ph. 4 - Security Upgrades & Renovations - Job NO. 251000

We submit our request herewith for payment covering work performed and/or materials supplied for the above job through

APPLICATION NO. Retainage

1. Original Contract Amount
2. Change Orders to Contract
3. Total Contract to Date (1 + 2)
4. Amount Completed to Date
5. Less 5 % Retainage
6. Sub Total (4 - 5)
7. Less Previous Applications
8. Amount Due this Request (6 - 7)
9. Balance on Contract (3 - 4)

\$ 63000 -
 \$ 815 -
 \$ 63815 -
 \$ 63815 -
 \$ 3190 75
 \$ 60624 25
 \$ 60624 25
 \$ —
 \$ —

CERTIFICATE OF THE SUBCONTRACTOR: FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.

As the subcontractor, I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Lauger Companies, Inc. relating to the above referenced project.

As the subcontractor, I hereby waive and release Lauger Companies, Inc., its surety, agents and any other affiliated company from any and all claims, disputes, or controversies of whatsoever kind or nature which relate to this Contract, and acknowledge that no other monies are due and owing, or are claimed to be due and owing from Lauger Companies, Inc., relating to this Contract or breach thereof, except for those monies specifically listed below (identify any and all disputes).

DESCRIPTION

AMOUNT

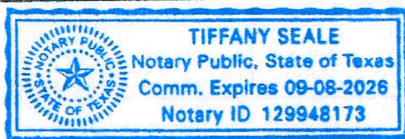
As the subcontractor, I also certify that payments, (except those specifically listed below) less applicable retention, have been made through the period covered by previous payments received from Lauger Companies, Inc. to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used or in connection with the performance of this Contract. I further certify that I have complied with federal, state, and local tax laws including social security laws, unemployment compensation laws, and worker's compensation laws, without limitation, insofar as applicable to the performance of this Contract. I will hereby indemnify and hold Lauger Companies, Inc., its surety, agents, and any other affiliated company harmless from any and all claims, liens or damages alleged by my sub-subcontractors and suppliers, work force, or other.

DESCRIPTION

AMOUNT

In consideration of the payments received and in order to induce the contractor to make this payment and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Subscribed and sworn before me this 20
 day of June, 20 26



Tiffany Seale

Notary Public in and for the State of Texas
 My Commission Expires: _____

6/19/26
 DATE

Mitchell Glass
 SUBCONTRACTOR

[Signature]
 AUTHORIZED SIGNATURE

David Seale P.M.
 PRINT NAME AND TITLE

SUBCONTRACTOR APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN

TO: Lauger Companies, Inc.
P.O. Box 2146
Victoria, Texas 77902-2146

FROM: Schroeder Refrigeration Company, Inc.
P.O. 2322
Victoria, TX 77902

PROJECT NAME & NUMBER: City of Port Lavaca City Hall Ph. 4 - Security Upgrades & Renovations - Job NO: 251000

We submit our request herewith for payment covering work performed and/or materials supplied for the above job through
7/8/2026 APPLICATION NO. 2

1. Original Contract Amount	\$ 33,400.00
2. Change Orders to Contract	\$ -1,984.00
3. Total Contract to Date (1 + 2)	\$ 31,416.00
4. Amount Completed to Date	\$ 31,416.00
5. Less <u>5</u> % Retainage	\$
6. Sub Total (4 - 5)	\$ 29,746.00
7. Less Previous Applications	\$ 29,746.00
8. Amount Due this Request (6 - 7)	\$ <u>1,670.00 1570.80</u>
9. Balance on Contract (3 - 4)	\$ 0

CERTIFICATE OF THE SUBCONTRACTOR: FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.

As the subcontractor, I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Lauger Companies, Inc. relating to the above referenced project.

As the subcontractor, I hereby waive and release Lauger Companies, Inc., its surety, agents and any other affiliated company from any and all claims, disputes, or controversies of whatsoever kind or nature which relate to this Contract, and acknowledge that no other monies are due and owing, or are claimed to be due and owing from Lauger Companies, Inc., relating to this Contract or breach thereof, except for those monies specifically listed below (identify any and all disputes).

DESCRIPTION

AMOUNT

As the subcontractor, I also certify that payments, (except those specifically listed below) less applicable retention, have been made through the period covered by previous payments received from Lauger Companies, Inc. to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used or in connection with the performance of this Contract. I further certify that I have complied with federal, state, and local tax laws including social security laws, unemployment compensation laws, and worker's compensation laws, without limitation, insofar as applicable to the performance of this Contract. I will hereby indemnify and hold Lauger Companies, Inc., its surety, agents, and any other affiliated company harmless from any and all claims, liens or damages alleged by my sub-subcontractors and suppliers, work force, or other.

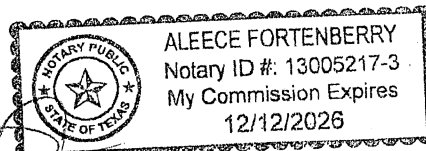
DESCRIPTION

AMOUNT

In consideration of the payments received and in order to induce the contractor to make this payment and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Subscribed and sworn before me this 31st
 day of August, 20 26

8/31/2026
 DATE



Notary Public in and for the State of Texas
 My Commission Expires: _____

Schroeder Refrigeration Co., Inc.
 SUBCONTRACTOR
Philip Schroeder
 AUTHORIZED SIGNATURE

Philip Schroeder, President
 PRINT NAME AND TITLE

SUBCONTRACTOR APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN

Item 5.

RECEIVED

TO: Lauger Companies, Inc.
P.O. Box 2146
Victoria, Texas 77902-2146

FROM: Skookum Electric
134 East Main Street
Yorktown, Texas 78164

JUL 27 2026

PROJECT NAME & NUMBER: City of Port Lavaca City Hall Ph. 4 - Security Upgrades & Renovations - Job No. 251000

We submit our request herewith for payment covering work performed and/or materials supplied for the above job through
7/1/26-7/31/26 APPLICATION NO. 6 RETAINAGE

1. Original Contract Amount	\$ <u>26,109.00</u>
2. Change Orders to Contract	\$ <u>7,807.08</u>
3. Total Contract to Date (1 + 2)	\$ <u>33,916.08</u>
4. Amount Completed to Date	\$ <u>33,916.08</u>
5. Less <u>5</u> % Retainage	\$ <u>0</u>
6. Sub Total (4 - 5)	\$ <u>32,220.28</u>
7. Less Previous Applications	\$ <u>32,220.28</u>
8. Amount Due this Request (6 - 7)	\$ <u>1,695.80</u>
9. Balance on Contract (3 - 4)	\$ <u>0</u>

CERTIFICATE OF THE SUBCONTRACTOR: FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.

As the subcontractor, I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Lauger Companies, Inc. relating to the above referenced project.

As the subcontractor, I hereby waive and release Lauger Companies, Inc., its surety, agents and any other affiliated company from any and all claims, disputes, or controversies of whatsoever kind or nature which relate to this Contract, and acknowledge that no other monies are due and owing, or are claimed to be due and owing from Lauger Companies, Inc., relating to this Contract or breach thereof, except for those monies specifically listed below (identify any and all disputes).

DESCRIPTION

AMOUNT

As the subcontractor, I also certify that payments, (except those specifically listed below) less applicable retention, have been made through the period covered by previous payments received from Lauger Companies, Inc. to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used or in connection with the performance of this Contract. I further certify that I have complied with federal, state, and local tax laws including social security laws, unemployment compensation laws, and worker's compensation laws, without limitation, insofar as applicable to the performance of this Contract. I will hereby indemnify and hold Lauger Companies, Inc., its surety, agents, and any other affiliated company harmless from any and all claims, liens or damages alleged by my sub-subcontractors and suppliers, work force, or other.

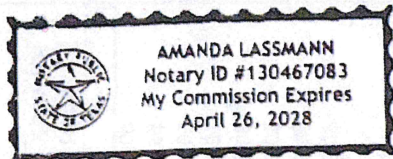
DESCRIPTION

AMOUNT

In consideration of the payments received and in order to induce the contractor to make this payment and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Subscribed and sworn before me this 24th
 day of July, 20 26

7/24/26
 DATE



Amanda Lassmann
 Notary Public in and for the State of Texas
 My Commission Expires: April 26, 2028

Skookum Electric LLC
 SUBCONTRACTOR
Zachary Riels
 AUTHORIZED SIGNATURE

Zachary Riels Owner
 PRINT NAME AND TITLE

SUBCONTRACTOR APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN

RECEIVED

TO: Lauger Companies, Inc.
P.O. Box 2146
Victoria, Texas 77902-2146

FROM: White Trash Site Services LLC
P.O. Box 4793
Victoria, Texas 77905

FEB 24 2026

PROJECT NAME & NUMBER: City of Port Lavaca City Hall Ph. 4 - Security Upgrades & Renovations - Job NO. 251000

We submit our request herewith for payment covering work performed and/or materials supplied for the above job through
2/28/2026

APPLICATION NO. 2

1. Original Contract Amount	\$	8,600.00
2. Change Orders to Contract	\$	1,650.00
3. Total Contract to Date (1 + 2)	\$	10,250.00
4. Amount Completed to Date	\$	10,250.00
5. Less 0% Retainage	\$	0.00
6. Sub Total (4 - 5)	\$	0.00
7. Less Previous Applications	\$	9,737.50
8. Amount Due this Request (6 - 7)	\$	512.50
9. Balance on Contract (3 - 4)	\$	0.00

CERTIFICATE OF THE SUBCONTRACTOR: FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.

As the subcontractor, I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Lauger Companies, Inc. relating to the above referenced project.

As the subcontractor, I hereby waive and release Lauger Companies, Inc., its surety, agents and any other affiliated company from any and all claims, disputes, or controversies of whatsoever kind or nature which relate to this Contract, and acknowledge that no other monies are due and owing, or are claimed to be due and owing from Lauger Companies, Inc., relating to this Contract or breach thereof, except for those monies specifically listed below (identify any and all disputes).

DESCRIPTION

AMOUNT

As the subcontractor, I also certify that payments, (except those specifically listed below) less applicable retention, have been made through the period covered by previous payments received from Lauger Companies, Inc. to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used or in connection with the performance of this Contract. I further certify that I have complied with federal, state, and local tax laws including social security laws, unemployment compensation laws, and worker's compensation laws, without limitation, insofar as applicable to the performance of this Contract. I will hereby indemnify and hold Lauger Companies, Inc., its surety, agents, and any other affiliated company harmless from any and all claims, liens or damages alleged by my sub-subcontractors and suppliers, work force, or other.

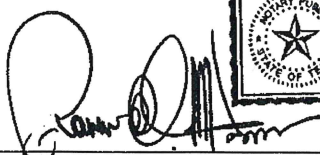
DESCRIPTION

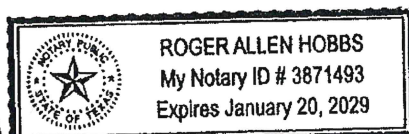
AMOUNT

In consideration of the payments received and in order to induce the contractor to make this payment and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

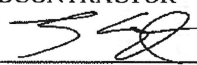
Subscribed and sworn before me this 18th
day of February, 20 26

2/18/2026
DATE





Notary Public in and for the State of Texas
My Commission Expires: 1-20-2029

WTSS, LLC
SUBCONTRACTOR

AUTHORIZED SIGNATURE

Jason Schneider GM
PRINT NAME AND TITLE

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> City of Port Lavaca City Hall Master Plan Phase 4: Security Upgrades & Interior Renovations 202 N. Virginia Port Lavaca, TX 77979	CONTRACT INFORMATION: Contract For: General Construction Date: September 8, 2025	CERTIFICATE INFORMATION: Certificate Number: 001 Date: July 17, 2026
OWNER: <i>(name and address)</i> City of Port Lavaca 202 N. Virginia Port Lavaca, TX 77979	ARCHITECT: <i>(name and address)</i> Rawley McCoy & Associates, PLLC 311 E. Constitution St., Suite 210 Victoria, TX 77901	CONTRACTOR: <i>(name and address)</i> Lauger Companies, Inc. 36 Enterprise Drive Victoria, TX 77905

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Rawley McCoy &
Associates, PLLC

ARCHITECT *(Firm Name)*

SIGNATURE

William Berger, Managing
Principal

PRINTED NAME AND TITLE

7/8/2026

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached "Punch List"

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$3,013.18

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Lauger Companies, Inc.

CONTRACTOR *(Firm Name)*

SIGNATURE

Corbin Lauger, Vice-
President

PRINTED NAME AND TITLE

7-20-2026

DATE

LUIS DELAGAZA

Jack Whitlow, Mayor - City
of Port Lavaca

PRINTED NAME AND TITLE

7/23/26

DATE

City of Port Lavaca

OWNER *(Firm Name)*

SIGNATURE

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User Notes:

(3B9ADA52)



Lauger Companies Inc.
36 Enterprise Drive
Victoria, Texas 77905
United States
361-576-0003

Printed on Wed Jul 8, 2026 at 10:07 PM CDT

Item 5.

Job #: 251000 City of Pt Lavaca City Hall Master Plan Renovation
202 N. Virginia St.
Port Lavaca Texas. 77979

Punch Items for 251000 - City of Pt Lavaca City Hall Master Plan Renovation

23 Items

#35: Adjust all door stops so they don't lock the doors when the doors open.

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#36: Adjust ceiling tile to sit flush

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#37: Door pull too tight. Loosen up all door closers

Type:
07.08.26 - OAC Punch List

Date Created:
07/08/2026

Priority:

Creator:
Reid Schiffbauer

Punch Item Manager:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Description:

Location:

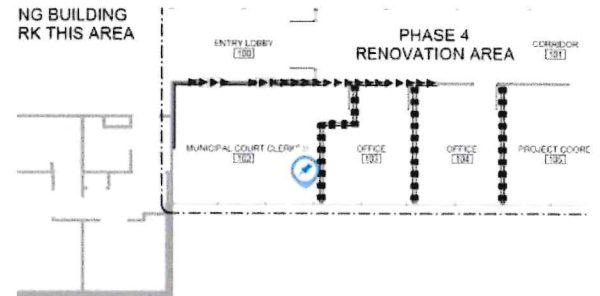
Due Date:
07/17/2026

Status:
Initiated

Reference:

Final Approver:
Reid Schiffbauer

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#38: Replace damaged ceiling tile

Type:
07.08.26 - OAC Punch List

Date Created:
07/08/2026

Priority:

Creator:
Reid Schiffbauer

Punch Item Manager:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Location:

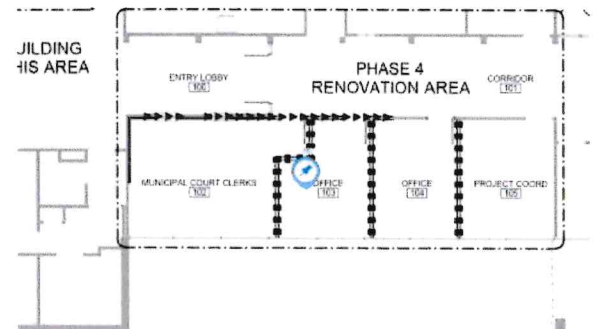
Due Date:
07/17/2026

Status:
Initiated

Reference:

Final Approver:
Reid Schiffbauer

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

Description:



#39: Replace damaged ceiling tile

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

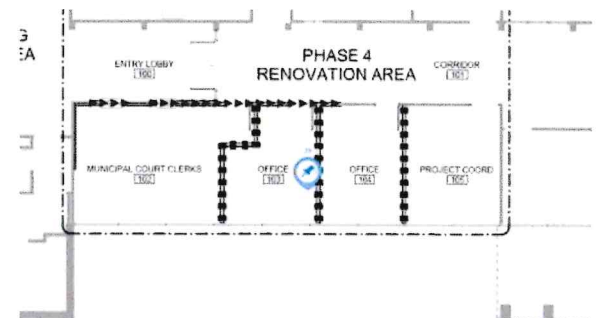
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#40: Replace all missing door silencers

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

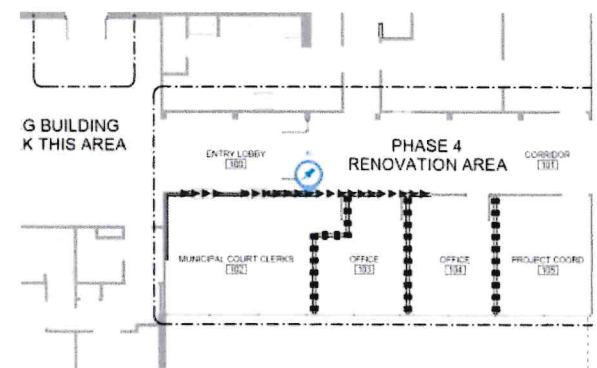
Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

Description:



#41: Adjust ceiling tile to sit flush

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#42: Caulk bottom of door frames with white caulk

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#43: Reinstall existing exit light

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Work Required

Creator:
Reid Schiffbauer

Reference:

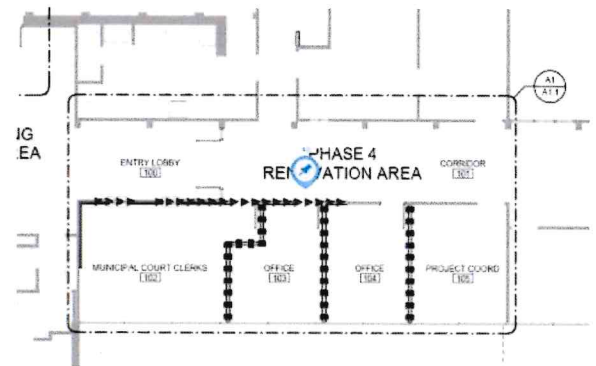
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

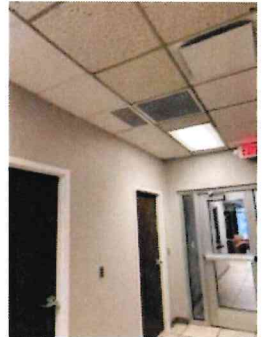
Ball in Court:
Zac Riehs (Skookum Electric LLC)

Assignee Name:
Riehs, Zac (Skookum Electric LLC)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#44: Install missing door

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

Description:



#45: Adjust ceiling tile to sit flush

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

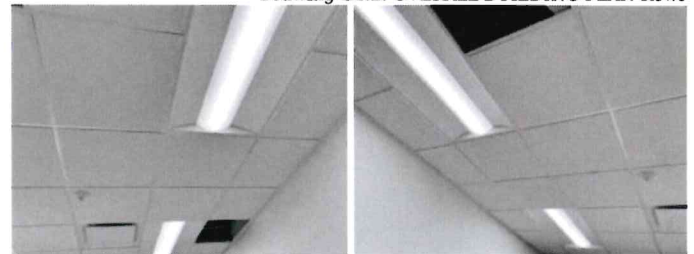
Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#46: Clean or Replace damaged ceiling tile

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

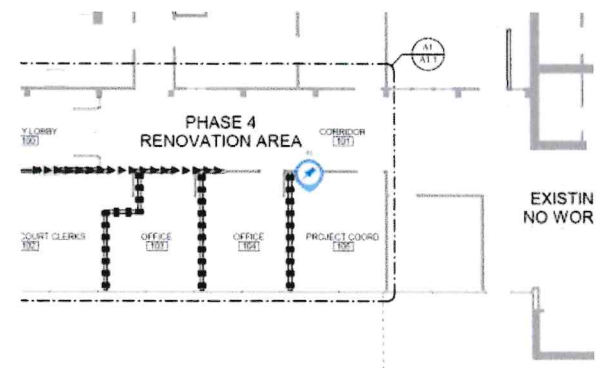
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#47: General note- sweep bugs and debris off floor

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#48: Remove paint on floor

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

Description:



#49: Adjust ceiling tile to sit flush

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#50: touch up paint or clean smudges

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

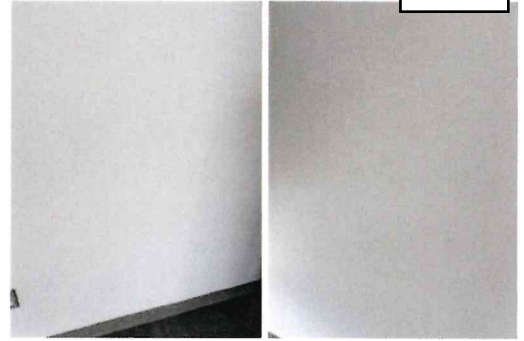
Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#51: touch up paint on door frames

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

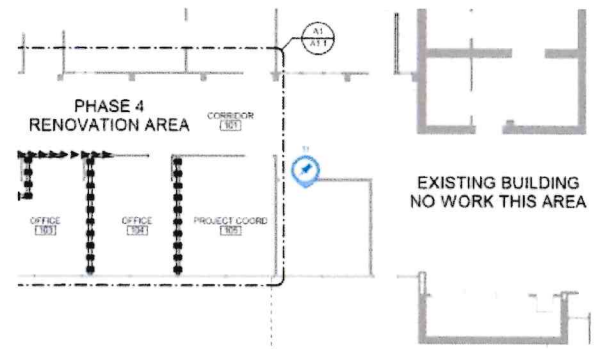
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#52: Install new PLAM door

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

Description:



#53: Replace base corner to match others

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Work Required

Creator:
Reid Schiffbauer

Reference:

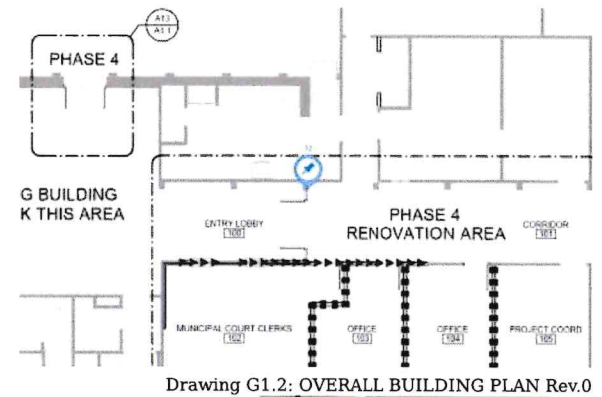
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Kelly Cannady (Jung Tile Services, Inc.)

Assignee Name:
Cannady, Kelly (Jung Tile Services, Inc.)
Work Required

Description:



#54: Clean smudge on door

Type:
07.08.26 - OAC Punch List

Location:

Date Created:
07/08/2026

Due Date:
07/17/2026

Priority:

Status:
Initiated

Creator:
Reid Schiffbauer

Reference:

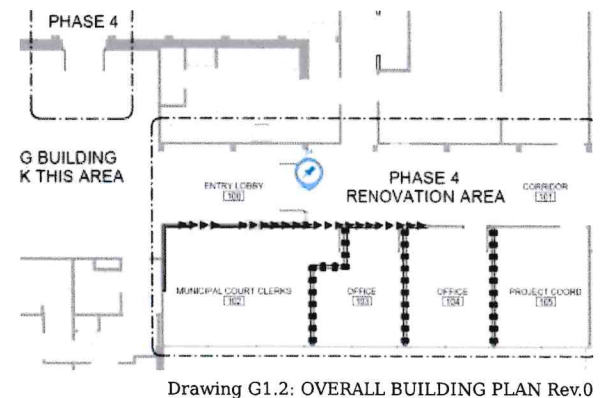
Punch Item Manager:
Reid Schiffbauer

Final Approver:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required

Description:





#55: Clean smudges on glass

Type:
07.08.26 - OAC Punch List

Date Created:
07/08/2026

Priority:

Creator:
Reid Schiffbauer

Punch Item Manager:
Reid Schiffbauer

Ball in Court:
Reid Schiffbauer (Lauger Companies Inc.)

Description:

Location:

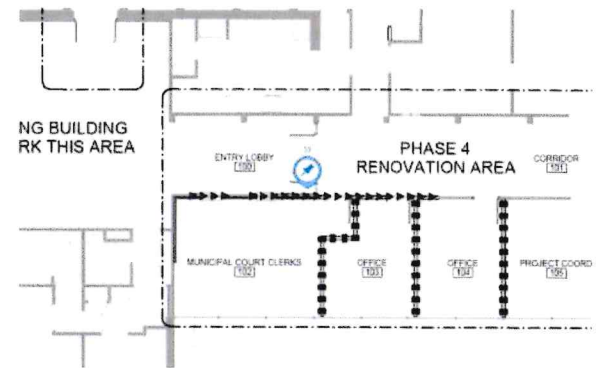
Due Date:
07/17/2026

Status:
Initiated

Reference:

Final Approver:
Reid Schiffbauer

Assignee Name:
Trevino, Martin (Lauger Companies Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0



#56: Recaulk window jamb

Type:
07.08.26 - OAC Punch List

Date Created:
07/08/2026

Priority:

Creator:
Reid Schiffbauer

Punch Item Manager:
Reid Schiffbauer

Ball in Court:
David Seale (Mitchell Glass Company, Inc.)

Location:

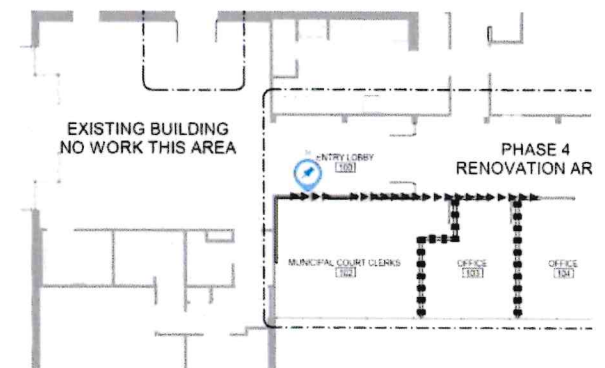
Due Date:
07/17/2026

Status:
Work Required

Reference:

Final Approver:
Reid Schiffbauer

Assignee Name:
Seale, David (Mitchell Glass Company, Inc.)
Work Required



Drawing G1.2: OVERALL BUILDING PLAN Rev.0

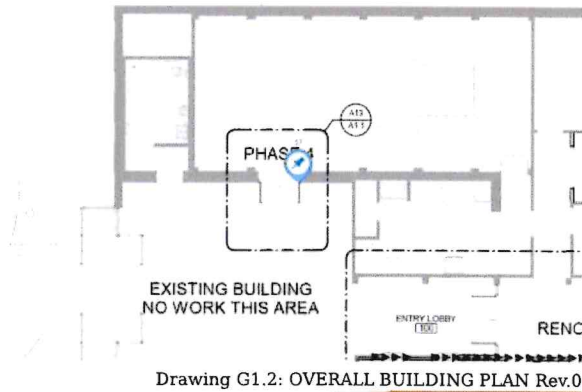
Description:



#57: Clean smudges on door

Type: 07.08.26 - OAC Punch List	Location:
Date Created: 07/08/2026	Due Date: 07/17/2026
Priority:	Status: Initiated
Creator: Reid Schiffbauer	Reference:
Punch Item Manager: Reid Schiffbauer	Final Approver: Reid Schiffbauer
Ball in Court:	Assignee Name: Trevino, Martin (Lauger Companies Inc.)
Reid Schiffbauer (Lauger Companies Inc.)	<i>Work Required</i>

Description:



Consent of Surety to Final Payment

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

AIA DOCUMENT G707

TO OWNER: City of Port Lavaca
(Name and address) 202 N Virginia St
Port Lavaca, Tx 77979

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
General Construction

PROJECT: City of Port Lavaca Phase 4 Security
(Name and address) Upgrades
202 N Virginia
Port Lavaca, Tx 77979

CONTRACT DATED:
September 8, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the
Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

(Insert name and address of Surety)

SURETY, on bond of Lauger Companies, Inc. , 36 Enterprise Drive, Victoria, Tx 77905

(Insert name and address of Contractor)

_____, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to City of Port Lavaca, 202 N Virginia St, Port Lavaca, Tx 77979

(Insert name and address of Owner)

_____, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 6, 2024
(Insert in writing the month followed by the numeric date and year.)

Attest: Angel Rodriguez Witness
(Seal):

Continental Casualty Company
(Surety)

Kristie Rodriguez
(Signature of authorized representative)

Kristie Rodriguez Attorney in Fact
(Printed name and title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company
1994 Edition.



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item 5.

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary Grissom, Laurie J Barnes, Ronda Brown, Denise Dugan, James Russell, Ana Rodriguez, Kristie Rodriguez, Shanna Wagner, Coy Sunderman, J D Steanson, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of August, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of August, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

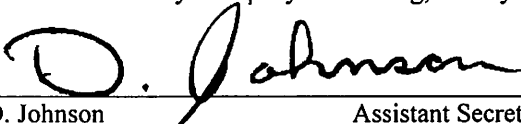

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of August, 2026.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

Item 5.

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**

Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com

Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Customer Service at **1-312-822-5000**

Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com

Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



Project Contingency Allowances

CITY OF PORT LAVACA – PHASE 4 - CHANGE ORDER PROPOSALS AS OF 7/17/2026

Submitted:

Contingency Change : Contract Change

PCO #1R1 – ASI #1 Added Door A103A to Judges Office	\$2,033.60	
PCO #2 – Existing Tile and Grout Demo	\$1,650.00	
PCO #3 – (Lauger Internal Accounting)	0	
PCO #4 – RFI #04 Electrical Rough-In Clarification	\$3,346.07	
PCO #5 – RFI #05 HVAC Clarifications	(\$1,984.00)	
PCO #6 – RFI #06 Access Control Rough In	\$3,087.92	
PCO #7 – Storefront Manufacturer Delay	\$0	16 days
PCO #8R1 – (REVISED) Office 106 Finishes	\$11,248.00	21 days
PCO #9 - Mullion Cap Deletion (Credit)	(\$3,801.00)	
PCO #10 – (Lauger Internal Accounting)	0	
PCO #11 – (Lauger Internal Accounting)	0	
PCO #12R1- (REVISED) Roof Leak Investigation & Repairs	\$2,013.18	

Approved to Date:

PCO #1 – ASI #1 Added Door A103A to Judges Office	\$2,033.60	
PCO #2 – Existing Tile and Grout Demo	\$1,650.00	
PCO #4 – RFI #04 Electrical Rough-In Clarification	\$3,346.07	
PCO #5 – RFI #05 HVAC Clarifications	(\$1,984.00)	
PCO #6 – RFI #06 Access Control Rough In	\$3,087.92	
PCO #7 – Storefront Manufacturer Delay	\$0	16 days
PCO #8R1 – (REVISED) Office 106 Finishes	\$11,248.00	21 days
PCO #9 - Mullion Cap Deletion (Credit)	(\$3,801.00)	
PCO #12R1- (REVISED) Roof Leak Investigation & Repairs	\$2,013.18	

Total Change Orders to Date: **\$17,593.77**

ALLOWANCES IN CONTRACT

A. Owner Contingency Allowance: (\$15,000.00)

Credits: PCO #5 (\$1,984.00)

Used to Date:

PCO #1	\$2,033.60
PCO #2	\$1,650.00
PCO #4	\$3,346.07
PCO #6	\$3,087.92
PCO #12R1	\$2,013.18

Remaining **(\$4,853.23)**



Current Change Order to Add/Credit to Contract Amount:

Addition:

PCO #7 – Storefront Manufacturer Delay	\$0	16 days
PCO #8R1 – (REVISED) Office 106 Finishes	\$11,248.00	21 days

Credit:

PCO #9 - Mullion Cap Deletion (Credit)	(\$3,801.00)
--	--------------

Additions to Contract	\$11,248.00	37 days
Credits to Contract	(\$3,801.00)	
Credit - Remaining Contingency Allowance	(\$4,853.23)	

Total Additions/Credits to Contract	Add	\$2,593.77	37 Days
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Original Contract Amount: \$248,500.00

AIA CO 01: \$2,593.77

Revised Contract: \$251,093.77

verified by
S 9/10/2024

AIA® Document G702® – 1992

Application and Certificate for Payment

Item 5.

TO OWNER: City of Port Lavaca
202 N. Virginia St.
Port Lavaca, TX 77979

PROJECT: City of Port Lavaca Phase 4 Security
Upgrades
202 N. Virginia
Port Lavaca, TX 77979

APPLICATION NO: 008-RETG

Distribution to:

OWNER: [X]

ARCHITECT: [X]

CONTRACTOR: []

FIELD: []

OTHER: []

FROM Lauger Companies, Inc.
CONTRACTOR: 36 Enterprise Dr.
Victoria, TX 77905

VIA RMA Architects
ARCHITECT: 311 E. Constitution Suite 210
Victoria, TX 77901

PERIOD TO: July 31, 2026

CONTRACT FOR: General Construction

CONTRACT DATE: 09-08-2025

PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$248,500.00
2. NET CHANGE BY CHANGE ORDERS.....	\$2,593.77
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$251,093.77
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$251,093.77
5. RETAINAGE:	
a. 0.00% of Completed Work (Column D + E on G703: \$251,093.77)=	\$0.00
b. 0.00% of Stored Material (Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:

County of:

Texas

Victoria

Date:

8/4/2026

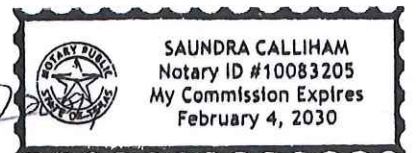
Subscribed and sworn to before
me this

Notary Public:

My Commission
expires:

Saundra Callihum

02/04/2026



6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$251,093.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$238,539.08
8. CURRENT PAYMENT DUE.....	\$12,554.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$12,554.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

9/1/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$11,248.00	\$8,654.23
Total approved this Month	\$0.00	\$0.00
TOTALS	\$11,248.00	\$8,654.23
NET CHANGES by Change Order		\$2,593.77

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

City of Port Lavaca Phase 4
Security Upgrades
202 N. Virginia
Port Lavaca, TX 77979

APPLICATION NO:

008-RETG

APPLICATION DATE:

08-04-2026

PERIOD TO:

July 31, 2026

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G+C)		
0101	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
0102	Interior Demolition	9,460.00	9,460.00	0.00	0.00	9,460.00	100.00%	0.00	0.00
0103	Barricades and Safety	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00%	0.00	0.00
0104	Sanitary Toilet	1,155.00	1,155.00	0.00	0.00	1,155.00	100.00%	0.00	0.00
0105	Supervision	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00%	0.00	0.00
0106	Safety Inspection	550.00	550.00	0.00	0.00	550.00	100.00%	0.00	0.00
0107	Project Management	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00%	0.00	0.00
0108	General Cleanup	1,320.00	1,320.00	0.00	0.00	1,320.00	100.00%	0.00	0.00
0109	Final Cleanup	880.00	880.00	0.00	0.00	880.00	100.00%	0.00	0.00
0110	Haul and Dump fees	550.00	550.00	0.00	0.00	550.00	100.00%	0.00	0.00
0111	Dumpster	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00%	0.00	0.00
0112	GL Policy Insurance	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00%	0.00	0.00
0113	Builders Risk	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	0.00
0114	Payment and Performance Bonds	5,225.00	5,225.00	0.00	0.00	5,225.00	100.00%	0.00	0.00
0115	Contractors License	165.00	165.00	0.00	0.00	165.00	100.00%	0.00	0.00
0116	Truck Expense	2,475.00	2,475.00	0.00	0.00	2,475.00	100.00%	0.00	0.00
0117	Travel and Fuel	2,375.00	2,375.00	0.00	0.00	2,375.00	100.00%	0.00	0.00
0118	Owner Contingency Allow	4,853.23	4,853.23	0.00	0.00	4,853.23	100.00%	0.00	0.00
0119	Small tools	330.00	330.00	0.00	0.00	330.00	100.00%	0.00	0.00
0120	Misc. Costs	165.00	165.00	0.00	0.00	165.00	100.00%	0.00	0.00
0121	Phone Expense	220.00	220.00	0.00	0.00	220.00	100.00%	0.00	0.00
0122	Printing and plan expenses	250.00	250.00	0.00	0.00	250.00	100.00%	0.00	0.00
0601	Millwork	790.00	790.00	0.00	0.00	790.00	100.00%	0.00	0.00
0701	Misc. Caulking	462.00	462.00	0.00	0.00	462.00	100.00%	0.00	0.00
0702	Wall Insulation	1,078.00	1,078.00	0.00	0.00	1,078.00	100.00%	0.00	0.00
0801	Doors and Frames	4,824.00	4,824.00	0.00	0.00	4,824.00	100.00%	0.00	0.00
0802	Finish Hardware	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
0803	Door and Hardware Insall	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	0.00
0804	Storefront and Glazing	59,950.00	59,950.00	0.00	0.00	59,950.00	100.00%	0.00	0.00
0901	Acoustical Ceilings	3,190.00	3,190.00	0.00	0.00	3,190.00	100.00%	0.00	0.00
0902	Resilient Flooring	17,136.00	17,136.00	0.00	0.00	17,136.00	100.00%	0.00	0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
0903	Drywall Partitions	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
0904	Sheetrock Repairs	880.00	880.00	0.00	0.00	880.00	100.00%	0.00	0.00
0905	Tape, float and Paint	7,150.00	7,150.00	0.00	0.00	7,150.00	100.00%	0.00	0.00
0906	Ballistic Panels	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00%	0.00	0.00
1500	HVAC Work	36,740.00	36,740.00	0.00	0.00	36,740.00	100.00%	0.00	0.00
1600	Electrical Work	28,720.00	28,720.00	0.00	0.00	28,720.00	100.00%	0.00	0.00
1701	Contingency Changes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1702	CE#01RI-ASI-01	2,033.60	2,033.60	0.00	0.00	2,033.60	100.00%	0.00	0.00
1703	CE#02	1,650.00	1,650.00	0.00	0.00	1,650.00	100.00%	0.00	0.00
1704	CE#04	3,346.07	3,346.07	0.00	0.00	3,346.07	100.00%	0.00	0.00
1705	CE#06	3,087.92	3,087.92	0.00	0.00	3,087.92	100.00%	0.00	0.00
1706	PCO #12R1	2,013.18	2,013.18	0.00	0.00	2,013.18	100.00%	0.00	0.00
1707	PCO #8R1	11,248.00	11,248.00	0.00	0.00	11,248.00	100.00%	0.00	0.00
1708	PCO #9	(3,801.00)	(3,801.00)	0.00	0.00	(3,801.00)	100.00%	0.00	0.00
1709	Contingency Credit	(4,853.23)	(4,853.23)	0.00	0.00	(4,853.23)	100.00%	0.00	0.00
1710	RFI#05 HVAC Clarification	(1,984.00)	(1,984.00)	0.00	0.00	(1,984.00)	100.00%	0.00	0.00
	GRAND TOTAL	251,093.77	251,093.77	0.00	0.00	251,093.77	100.00%	0.00	0.00

COMMUNICATION

SUBJECT: Consider authorizing the City Manager to approve Change Order No. 2 to the construction contract for CDBG-MIT GLO Contract No. 22-087-001-D226 to provide for additional quantities of material necessary to complete the marsh area in accordance with the project design. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 22, 2026**AGENDA ITEM:****DATE:** 9.16.2026**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, CITY MANAGER**SUBJECT:** AUTHORIZE CITY MANAGER TO APPROVE CHANGE ORDER NO. 2 IN AN AMOUNT NOT TO EXCEED \$40,000 FOR MARSH BUILDING MATERIAL

Part of the CDBG-MIT Coastal Resiliency Living Shoreline project that Maverick Constructors is doing is the creation of a marsh area behind the reef breakwater. The source soil material for the marsh area was taken from the stockpiled spoils at Smith Harbor. This was the material that was dredged from Smith Harbor about 3-4 years ago. The theoretical calculations, based upon the survey of the area prior to the dredging a few years ago and a survey taken during the CDBG-MIT design showed that there should be enough material available.

However, Maverick has trucked all of this dredged soil from the Smith Harbor stockpile and they are about 1,100 yards short. We looked at the material that was removed from the lighthouse beach boat ramp channel a few months ago, but it is not satisfactory soil. Maverick has worked with local contractors to identify a source for this final quantity of material and have it trucked in.

I received the following information from the project engineer:

Maverick's cost would be \$220/load. The load would be a 14-yard truck measurement qty.

This would yield around 8-9 yards "in place"

The in place qty we are looking at needing to build out the marsh fill area would be (as per below) around 1,100 in place yards.

138 loads – at \$220 would be \$30,360

15% allowable markup (per Paragraph 11.07.C of the general conditions 00 72 13 – 45)

\$4,554.

Total change order would be \$34,914.

Because this issue is very time sensitive, and I don't know yet when we will have the exact change order form in hand, I am requesting Council authorize me to approve this change order No. 2 in an amount not to exceed \$40,000.

There is adequate funding available in the grant to pay for this and this obviously an eligible expense. The Labor cost to install the material is already built into the contract, so the change order reflects only the cost to acquire the additional soil needed to finish the marsh as designed.

For reference, change order No. 1 was in the amount of \$11,100 and was for additional bedding stone required to increase the width of the bedding stone for the reef breakwater.