



## CITY COUNCIL REGULAR MEETING

Monday, March 10, 2025 at 6:30 PM

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

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### PUBLIC NOTICE OF MEETING

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

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

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

### AGENDA

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

#### MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, March 10, 2025 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/87613969192?pwd=kjydkqywuwNUclVbiVoNsZDmsX65p.1>

Meeting ID: 876 1396 9192

Passcode: 918061

*One Tap Mobile*

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

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

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

- A. Minutes of February 10, 2025 Regular Meeting
- B. Minutes of February 25, 2025 Joint Workshop with City Council and Port Commission
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

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

- 1. Consider request of The Harbor Children's Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 05, 2025 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from the rear of the library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Colin Rangnow
- 2. Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, April 20, 2025 and waive any fees associated with the event. Presenter is Tania French
- 3. Consider request for temporary waiver of permits and fees for the "35 On or Sorta Near 35" during the "Christmas in July" theme and take place over three days from July 24 to 26, 2025, with the main event scheduled for Saturday, July 26, 2025. Presenter is Tania French
- 4. Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill an expired term and/or begin a new two year term. Presenter is Jody Weaver
- 5. Receive certification of City Secretary that the candidate for the Council Member Single District #4 position, in the May 03, 2025 General Officers Election, is unopposed. Presenter is Mandy Grant
- 6. Consider adopting an order canceling part of the May 03, 2025 General Officers Election, specifically the Council Member Single District #4 position; and declaring unopposed candidate, Rosie Padron, duly elected as Council Member. Presenter is Mandy Grant

- [7.](#) Consider Resolution No. R-031025-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 10, 2025. Presenter is Mandy Grant
- [8.](#) Consider Resolution No. R-031025-2 of the City of Port Lavaca declaring April 2025 as Fair Housing Month. Presenter is Jody Weaver
- [9.](#) Consider Resolution No. R-031025-3 of the City of Port Lavaca, Texas, authorizing Signatories for the Texas Community Development Block Grant (TxCDBG) Program. Presenter is Jody Weaver
- [10.](#) Consider Resolution No. R-031025-4 of the City of Port Lavaca, Texas, to reaffirm required Texas Community Development Block Grant (TxCDBG) Civil Rights Policies. Presenter is Jody Weaver
- [11.](#) Consider Resolution No. R-031025-5 of the City of Port Lavaca, Texas, to renew the application with the Texas Department of Housing and Community Affairs (TDHCA) to continue participation in the HOME Investment Partnerships Program, Homeowner Reconstruction. Presenter is Jody Weaver
- [12.](#) Consider First reading of an Ordinance (S-1-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan
- [13.](#) Consider First reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates; and providing an effective date. Presenter is Brittney Hogan
- [14.](#) Consider First reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date. Presenter is Brittney Hogan
- [15.](#) Consider approval of the replacement of a 15 Ton Gas Heating and Air Conditioning Unit for City Hall. Presenter is Derrick Smith
- [16.](#) Consider recommendation of the Planning Board of a conceptual plan to subdivide the property described as A0035 Maximo Sanchez, Tract Pt 26, Acres 6.00. Parcel ID# 38063. Presenter is Derrick Smith
- [17.](#) Consider recommendation of the Planning Board of a conceptual plan for a Recreational Vehicle Park located on the 1100 Block of South Virginia Street, the legal description is A0035 Maximo Sanchez, Tract Pt 63, Acres 4.22, Parcel ID# 39082. Presenter is Derrick Smith
- [18.](#) Consider recommendation of the Planning Board of a replat of Lots 1-16, 53-54 and 63-66 of Claret Crossing Subdivision, Section 1. Presenter is Derrick Smith
- [19.](#) Consider Administration Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver

20. Consider Engineering Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver
21. Consider Professional Services Agreement Between the City of Port Lavaca and Avenu Insights for Local Hotel Occupancy Tax Field Audit Services. Presenter is Jody Weaver
22. Consider award of a Construction Contract for Vehicle Entry Management System for the Light House Beach Park. Presenter is Jody Weaver
23. Consider award of a Construction Contract for the Smith Road Sidewalk and Bike Lane Project. Presenter is Jody Weaver
24. Consider adoption of Title VI Nondiscrimination Plan. Presenter is Jody Weaver
25. Announcement by Mayor that City Council will retire into closed session:
  - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
  
  - To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). Presenter is Mayor Whitlow
26. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

## **IX. ADJOURNMENT**



**CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Friday, March 10, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, March 05, 2025**.

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**Mandy Grant**, *City Secretary*

**ADA NOTICE**

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

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# **COMMUNICATION**

**SUBJECT:** Minutes of February 10, 2025 Regular Meeting

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## **INFORMATION:**



# CITY COUNCIL REGULAR MEETING

Monday, February 10, 2025 at 6:30 PM

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

## MINUTES

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

On this the 10th day of February 2025, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

### I. ROLL CALL

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

And with the following absent: None

\*Councilman Aguirre left the meeting at 8:47 p.m. during agenda item #17 Closed Session

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

### II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:39 p.m. and presided.

### III. INVOCATION

- Councilman Ward gave the invocation.

### IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

### V. PRESENTATION(S) BY THE MAYOR

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

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

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

- A. Minutes of January 13, 2025 Regular Meeting**
- B. Review of Credit Card Statement**
- C. Receive Monthly Financial Highlight Report**
- D. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**
- E. Receive Quarterly Investment Report for period 10.01.2024 to 12.31.2024**
- F. Receive Quarterly Report from the Public Works Department**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

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

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

- (a) 603 Knipling
- (b) 604 S. Juanita Street
- (c) 813 Hackberry

Mayor opened public hearing at 6:42 p.m.

Mayor closed the public hearing at 7:09 p.m.

No action necessary and none taken.

2. **Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025: Presenter is Derrick Smith**

- (a) 603 Knipling
- (b) 604 S. Juanita Street
- (c) 813 Hackberry

Motion made by Councilman District 5 Ward

**(a) 603 Knipling Street (Case #125)**

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services. In addition to the plan, the building must be secured for safety precautions. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition and placing a lien on the property. Steve Padron was in attendance for comments.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 603 Knipling Street (Case #125), located in the City of Port Lavaca, Texas, is declared substandard, being in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025. Steve Padron was in attendance for comments.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed ten (10) days to provide a detailed plan for repair or demolition to Development Services and in addition to the plan, the building must be secured for safety precautions. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 5 Ward

Voting Yea:

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

**(b) 604 S. Juanita Street (Case #124)**

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services.

In addition to the plan, the building must be secured for safety precautions. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition and placing a lien on the property.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 604 S. Juanita Street (Case #124), located in the City of Port Lavaca, Texas, is declared substandard, being in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed ten (10) days to provide a detailed plan for repair or demolition to Development Services and in addition to the plan, the building must be secured for safety precautions. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to make a request to the Calhoun County Appraisal District to remove the Homestead status to this property, in order to proceed with demolition and placing a lien on the property.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

**(c) 813 Hackberry (Case #123)**

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition and placing a lien on the property.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby finds that the following property listed, 813 Hackberry (Case #123), located in the City of Port Lavaca, Texas, is declared substandard, being in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025.

BE IT FURTHER RESOLVED, THAT the property owners/heirs will be allowed ten (10) days to provide a detailed plan for repair or demolition to Development Services and in addition to the plan, the building must be secured for safety precautions. If substantial improvements are not made within thirty (30) days, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 3. **Consider request from American Legion Post 167 to reinstitute the Memorial Day and Flag Retirement Ceremony at Bayfront Peninsula Park, including use of the Veteran’s Memorial and large pavilion on Monday, May 26, 2025 and waiver of all associated fee. Presenter is Tania French**

Tania French, Events Coordinator advised Council that she recently met with representatives from the American Legion Post 167, where they expressed their interest in reinstating the annual Memorial Day Ceremony and Flag Retirement Ceremony. Originally, they considered holding the event on Saturday, May 24; however, I informed them of a scheduling conflict with another city event. After discussion, they agreed that Monday, May 26 - Memorial Day proper - would be a more appropriate date. The event will honor fallen service members and provide the community an opportunity to retire unserviceable flags respectfully. While the event details are still being finalized, the plan includes utilizing the Veteran’s Memorial and the large pavilion at Bayfront Peninsula Park. The American Legion Post 167 respectfully requests the use of the park facilities and a waiver of any associated fees.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves request from American Legion Post 167 to reinstitute the Memorial Day and Flag Retirement Ceremony at Bayfront Peninsula Park, including use of the Veteran’s Memorial and large pavilion on Monday, May 26, 2025, and also request waiver of regular fees associated with event.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

- 4. **Consider recommendation of the Recreation and Parks Board to amend the maximum stay-limit for the Hillside RV spaces at the Lighthouse Beach Campground. Presenter is Jody Weaver**



Interim City Manager Weaver advised Council that at the January Parks Board Meeting the following information was reviewed and discussed:

The Parks Board made a recommendation to City Council to reinstate the 6 month stay limit for the Hillside RV spaces at the Lighthouse Beach Campground.

*Below is Copied from the memo issued to the Parks Board:*

Current position:

Attached please find a copy of the report showing the Monthly Occupancy Rates and Total Revenue for the Lighthouse Beach Campground since August 2024 when the new rates went into effect. The spreadsheet shows a comparison of the same data from 2024 and 2023. As you can see there has been a dramatic decline in revenue since the rates and allowable stay were changed. The revenue generated over the past 5 months is over \$41K less than over the same period in 2023.

I have attached the information that was reviewed at the time the rates were adjusted last summer as well as a copy of the changes that were made to the ordinance in June of 2023.

Plans in the works for improvement:

- We have struggled to find additional quotes for the automatic gate system. so we have decided that we must put a bid package together and put the bid out as a competitive bid. We anticipate receiving just the one bid, but regardless we will be able to award a contract as a result of this published solicitation. I am working on that bid package now with the hopes of bidding it out within the next two weeks.
- Tania is working on a new ad in Texas Highways Magazine for Port Lavaca that will focus more on the Campground.
- Tania is also working on a new billboard that is used when other events are not advertised that will provide focus on the campground.
- I need to gather some photos of the RV park full which may require purchasing some from photographers.

Even with the plans underway to better promote the campground, it will take time to see results. The current financial situation is not sustainable. I would like the Parks Board to discuss the option of making a recommendation to Council to reinstate the 6-month stay limit and see if that makes a positive difference. If we again receive pushback from other RV Parks, we can reconsider the policy once we start receiving revenue from the automatic gate system.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of the Recreation and Parks Board and staff, Council hereby approves reinstating the 6 month stay limit for the Hillside RV spaces at the Lighthouse Beach Campground.

Seconded by Councilman District 6 Burke

Voting Yea:

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

**5. Consider Agreement between the City of Port Lavaca and the Calhoun County YMCA for Operation of the City Pool (April 1, 2025 - Sept 30, 2025). Presenter is Wayne Shaffer**

Public Director Shaffer advised Council that the proposed 2025 Pool Management agreement is the same as the 2024 agreement, except item 6 adds a statement that “The YMCA agrees to submit to the City a PDF copy of all daily logs prior to the end of this contract.”

The YMCA has committed to scanning them in each day and compiling them into a single PDF that will be submitted to the City at the end of the summer for our records.

In addition, YMCA Executive Director Michele Morales, is working to provide attendance records for 2023 so we can determine whether or not there was a significant increase in attendance that could be attributed to the new pool slide.

Financial Implication:

There is \$82,000.00 budgeted in Swimming Pool Operations for Fiscal Year 2024-2025 to pay for the City’s obligations under this contract.

For reference, actual dollars spent in previous budgets:

<u>Budget Fiscal Year</u>	<u>Actual Dollars Spent</u>
2023-2024	\$41,000.00
2022-2023	\$27,000.00
2021-2022	\$73,000.00

A majority of what is budgeted is for maintenance and chemicals. After fiscal year 2024-2025 we anticipate the cost to significantly decrease due to switching from liquid chlorine to tablet chlorine.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves Agreement between the City of Port Lavaca and the Calhoun County YMCA for Operation of the City Pool (April 1, 2025 - Sept 30, 2025).

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

**6. Consider approval of the Matagorda Bay Mitigation Trust Contract 081 for the City of Port Lavaca Mid-Coast Birding Festival Boat Tours. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that on January 08, 2025 staff received notice from the Matagorda Bay Mitigation Trust (MBMT) that our submitted proposal entitled “Purchase of Kitchen Tract on Lavaca Bay for Conservation and improve Public Access to the Waterfront” was approved.

The contract providing for \$479,500.00 of grant Funds for the project is summarized as follows:

The City of Port Lavaca wishes to use grant dollars from the MBMT to purchase waterfront property on the bluff of Lavaca Bay, known as the “Kitchen Tract” for conservation purposes and to provide a new public access point to Lavaca Bay. The City will contract with a coastal engineer to perform required data collection and engineering to make application to the USACE for a permit to construct a shoreline protection project. With approval of a USACE permit, the City will at that point seek grant funding to construct the permitted shoreline improvements and establish the tract as a designated public park.

This is the same contract language that has been used for our two previous contracts with MBMT. The ending date is contractually set at July 31, 2026, which should provide adequate time to acquire the COE permit.

The total project budget is \$529,500.00 which includes purchasing of the property, preliminary engineering/COE permitting and \$50,000.00 of City funds (contact or in-kind) to provide minimal site clearing for a parking area and trails and signage. The grant will reimburse up to \$479,500.00.

Staff recommends approval of Contract 081 with the Matagorda Bay Mitigation Trust Fund.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the Matagorda Bay Mitigation Trust Contract 081 for the City of Port Lavaca Mid-Coast Birding Festival Boat Tours.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

7. **Consider approval of the Matagorda Bay Mitigation Trust Contract 084 for the purchase of the Kitchen Tract. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that on January 08, 2025, staff received notice from the Matagorda Bay Mitigation Trust (MBMT) that our submitted proposal entitled “The R/V Archimedes Research Vessel Floating Classroom Tours of Chester Island AND Education Outreach boat tours as part of the 1st Annual City of Port Lavaca Mid-Coast Birding Festival” was approved.

Attached is the contract providing for \$16,250.00 of grant Funds for the project which is summarized as follows:

- Several hundred bird enthusiasts are expected to travel to Port Lavaca to attend the 1<sup>st</sup> annual Mid-Coast Birding Festival on May 1 – 5, 2025.
- Chester Island is a bird rookery off the coast of Port O’Connor that played a significant role in the restoration of the Brown Pelican species, who neared extinction in the 1960s. This proposal aims to bring in a large boat (designed for educational tours) to transport birders and local students to/from the island so they can experience its historical significance, the 22 species of birds and over 22,000 birds who inhabit the island.
- 16 participants can sign up for each set of various boat tours. So this is a total of 64 participants. They will gain first-hand knowledge of our waterways and how important our estuaries are, what estuaries provide and how to keep them healthy.

This is the same contract language that has been used for our previous contracts with MBMT. The ending date is contractually set at July 31, 2025.

The total project budget is \$20,050.00 with \$3,800.00 being registration fees. The grant will reimburse up to \$16,250.00.

Staff recommends approval of Contract 084 with the Matagorda Bay Mitigation Trust Fund.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Matagorda Bay Mitigation Trust Contract 084 for the purchase of the Kitchen Tract.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

- 8. **Consider authorizing the Mayor to sign closing documents for property being acquired by the City of Port Lavaca using grant funds known as 2.42 acres, more or less, in the Kitchen Subdivision. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves authorizing the Mayor to sign closing documents for property being acquired by the City of Port Lavaca using grant funds known as 2.42 acres, more or less, in the Kitchen Subdivision.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 9. **Consider Resolution No. R-021025-1E of the City of Port Lavaca for a revision of the Early Voting schedule in accordance with the Secretary of State’s revised election calendar for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorizing the Mayor’s signature. Presenter is Mandy Grant**

Motion made by Councilman District 5 Ward

WHEREAS, on January 13, 2025, the City Council of the City of Port Lavaca, Texas, approved Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on May 03, 2025; and

WHEREAS, the calendar for early voting from the Secretary of State's website indicated the first day of early voting would be Monday, April 21, 2025; and

WHEREAS, the Secretary of State’s election calendar has been revised and early voting will start on Tuesday, April 22, 2025 due to Monday, April 21, 2025 being observed as San Jacinto Holiday.

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

SECTION 1. THAT, the first day of Early Voting shall be revised and conducted in accordance with the Secretary of State’s election calendar during the following schedule:

Tuesday	April	22,	2025	from	7:00	a.m.	to	7:00	p.m.
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SECTION 2. THAT, should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 3. THAT, this resolution shall be effective immediately upon adoption.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

10. **Consider recommendation of the Port Commission to award a Construction Contract to Derrick Construction in the amount of \$445,162.00 for the Nautical Landings Boat Ramp Breakwater Repair. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that staff received three (3) bids for the Nautical Landings Breakwater Repair on January 15, 2025 and are as follows:

Bidder	Total Base Bid	Calendar Days
Derrick Construction Company, Inc.	\$445,162.00	90
Shirley & Sons Construction Co., Inc.	\$495,320.00	90
J&S Contractors, Inc.	\$545,099.94	150

The Low Bidder is Derrick Construction with a bid of \$445,162.00 and 90-day construction time to substantial completion.

Financial Implication:

There is budgeted a total of \$167,000.00 as match to a \$500,000.00 Texas Parks & Wildlife (TPWL) grant, for a total of \$667,000.00, so there are available funds to award the project.

Understand that the TPWL project is a 75/25 reimbursable grant. So, if the final contract amount is \$445,162.00, then the grant dollars would be \$333,871.50 and our match will be \$111,290.50.

The Port Commission concurs with staff and Urban Engineering and recommends to City Council to award of a construction contract to Derrick Construction in the amount of \$445,162.00.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of the Port Commission and staff, Council hereby authorizes award of construction contract for the Nautical Landings Boat Ramp Breakwater Repair, to Derrick Construction, in the amount of \$445,162.00 with a 90-day construction time to substantial completion, after receipt of Notice to Proceed.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

11. **Consider Change Order No. 1 to the Independence Drive Reconstruction project. Presenter is Jody Weaver**

*Norma Soliz of 1615 Algee in Port Lavaca, Texas was in attendance and suggested putting sidewalks from Independence Drive toward HEB Grocery Store.*

Interim City Manager Weaver and Public Works Director Shaffer advised Council that the proposed Change Order No. 1 is a NET INCREASE of \$21,675.00 to the total construction contract.

This Change Order includes the following changes:

- As you recall, we were unable to secure the additional 25 ft drainage easement from Half League to Sandcrab, so the change order reflects needed changes to the drainage design as a result.
- CCISD is in the process of constructing a new baseball field parking lot and this change order includes changes to the drainage that are needed to coordinate with this work.
- Lester Contracting encountered a conflict with the actual location of the 12” waterline and the headwall of the new drainage boxes under Independence at the ditch which drains to next to Sonic. An additional cost of \$12,690.00 is needed to realign the 12” waterline to avoid the conflict.
- A 6 ft sidewalk is added to behind the curb on the north side of Independence from Virginia St. to the entrance to Villa Apartments. This provides a safe route for kids living in these apartments to walk to CHS by walking to Virginia St., crossing the street and then using the shared use path on the south side of Independence. This additional cost is \$43,000.00.

For future reference, it would cost about \$154,000.00 to continue this 6 ft wide sidewalk all the way to Sandcrab Blvd. This additional length of sidewalk was not discussed when Council expressed interest in a sidewalk on the north side from the apartments to Virginia, but staff has been discussing this since it’s likely that pedestrians from the Villa apartments may tend to jaywalk across Independence instead of going to the crosswalk at Virginia to walk to CHS. This is something we can add in a later change order for consideration if Council would like.



Because there are some savings realized in the drainage revisions west of Sandcrab, the NET INCREASE to the contract for the above mentioned scope is \$21,675.00. CivilCorp recommends Council approve this change order #1 and staff concurs.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves Change Order No. 1 to the Independence Drive Reconstruction project, to Lester Contracting in the additional amount of \$21,675.00 per request of CivilCorp, LLC.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

Voting Nay:

Councilman District 2 Dent, Councilman District 6 Burke

12. **Consider Change Order No. 4 to the Water Systems Improvement Project. Presenter is Jody Weaver**

Interim City Manager Weaver and Public Works Director Shaffer presented addressed Council and AECOM Project Engineer, Vinoth Manoharan, was in attendance via Zoom to answer any questions.

- 1) Change Order No. 1, 11/6/2023 was a savings of \$126,510.00 and included various value engineering items to save costs.
- 2) Change Oder No. 2, 8/13/2024 was +\$13,320.00 and included 21 additional days to remove and replace the steel angle at the roof perimeter of the tank, which was not included in the original contract.
- 3) Change Order No. 3, 10/18/2024 was \$0.00 and added 7 days related to additional structural repairs required on the overflow of the tank.
- 4) Proposed Change Order No. 4: is +\$56,478.00 and 120 days Clarifications on JTR's request for Change Orde No. 4:
  - City staff and the project engineer emphasized with the contractor from day one that completion of this project on time was critically important and that liquidated damages (\$300/day) were likely to be imposed for going over the completion time without thorough documentation of legitimate reasons for delay. At each monthly meeting up until very recently, the contractor had maintained the position that they would be able to complete the project on time even considering the start date of the contract and the length of initial submittals and shop drawing approvals.

- The contractor's assertion that a delay was caused by "a change to the coating system" is misleading. During the submittal process, the manufacturer of the paint system that was specified indicated that the specified system had been replaced by a different coating system which the engineers approved. The contractor did not claim at the time of approval that this caused any delay in the progress of the work. Of course, by the time they were ready to paint the weather was not cooperating and was not conducive to a successful paint application.
- JTR did submit a request for a change order in December, but it took several weeks to review and receive the engineer's recommendation letter.
- Over the course of the project, JTR did not bring up any concerns about delays in submittal review or other delays caused by manufacturers.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves Change Order No. 4 to the Water Supply System Improvements project, to JTR Constructors, Inc. (JTR) in the additional amount of \$56,478.00 per request of AECOM.

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

13. **Consider approval of a Planning Proposal from LJA Planning and Landscape Architecture to prepare a Parks Master Plan for a fee not to exceed \$75,000.00 per the Professional Services Agreement (PSA) dated February 25, 2022. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the text below is copied from the 2016 PLAN PORT LAVACA Comprehensive Plan. Adoption of a Master Parks Plan was included as an Action item for year 3 to 9 (from 2016):

*It is the community's desire to increase livability through quality of life by promoting improvements to the existing parks and trail system. To effectively accommodate the recommended future acquisition of park lands and facilitate improvements on existing parks the city must develop a **Parks Master Plan** to guide the future of park development. Building upon the priorities designated by the city, the Parks Master Plan will provide a long-term vision and guidance to make informed policy decisions.*

*The plan identifies community desires for recreational uses and associated park growth areas as well as emphasizing trail recommendations. This document should be used as a planning tool by citizens, elected officials, boards, the City Council, and developers to understand community desires and make certain long-term community success.*

At the June 2024 Council meeting, Council reviewed the recommendations of the Parks Board scoring committee and selected LJA Planning & Landscape Architecture out of Houston to prepare a Parks Master Plan.

As you recall, LJA performed the Downtown Waterfront Master Plan and is working with us now on a design for our gateway signs and recently completed a small landscape design for around the message board and lighthouse at the Bauer Community Center.

Attached please find the Planning Proposal from LJA for this Master Parks Plan, which includes 3 opportunities for Public engagement: a workshop, and open house, and a public hearing. The fees shown in the proposal represent a maximum not-to-exceed total amount of \$75,000. Invoices will be based upon actual hours and expenses incurred and will include a comparison of actual hours spent relative to budgeted hours. Any changes to the scope, will result in a separate proposal for approval.

The 2024-2025 approved budget includes \$180,000.00 under City Manager Contracted Services broken down a follows:

VEDC	\$25,000.00
Parks Master Plan	\$75,000.00
Gateway AIA Plans	\$35,000.00
380 Agreement Commitment	\$30,000.00
Miscellaneous Consulting	\$15,000.00

This Agreement with LJA commits no more than \$75,000.00 without additional authorization.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves a Planning Proposal from LJA Planning and Landscape Architecture to prepare a Parks Master Plan, for a fee not to exceed \$75,000.00, per the Professional Services Agreement (PSA) dated February 25, 2022.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

- 14. **Consider declaring miscellaneous items located on property acquired by City of Port Lavaca at 304 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby declares miscellaneous items located on property acquired by City of Port Lavaca at 304 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 15. **Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow**

Police Chief Rangnow presented Council with the annual report from the Police Department for Racial Profiling.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves the annual report from the Police Department for Racial Profiling, as presented.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

- 16. **Consider request of Mr. & Mrs. Nevarez to establish a shrimp boat slip along the seawall in Smith Harbor. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that at the December 17, 2024 Port Commission meeting, they considered a request from Kevin and Sasha Nevarez for a boat slip in Smith Harbor. The Nevarez want to park a shrimp boat they own directly behind their future restaurant and home. After discussion, Chairman Davila made a recommendation to deny the request which was seconded by Commissioner McGuire and voted Aye by the full Commission (all were in attendance).

The Commissioners generally agreed that they were not in favor of establishing any new boat slips in Smith Harbor at this time because of upcoming construction projects in the area including the Community Development Block Grant – Mitigation (CDBG-MIT) funded Living Shoreline breakwater project and the Matagorda Bay Mitigation Trust (MBMT) funded project to construct a bulkhead and fishing dock in Smith Harbor. Note: As part of his lease agreement, Poor Boy Bait is permitted to park 2 shrimp boat alongside the 4,150 sf tract he leases for his bait shop (\$1,484.86/mo).

On the afternoon of December 17, 2024, I received an email from Mr. & Mrs. Nevarez requesting that the decision be appealed to City Council.

Below is a copy of the memo provided to the Port Commission for that agenda item and attached is a google map image of Smith Harbor, two sheets from the draft CDBG-MIT construction plans, and the concept plan for the MBMT project for reference:

*Kevin and Sasha Nevarez have requested a boat slip in Smith Harbor along the seawall directly behind their future restaurant and home. If permitted and a yearly contract is approved, the annual rent would be \$3,300, based upon a monthly rent calculated as follows: \$175.00 for the first 25 ft and \$5.00 for each foot greater than 25 ft in length. The boat is 45 ft long, so \$275.00/mo.*

*As you know there are future plans to construct a 10 ft wide walkway on the waterside of the seawall. It is hoped that funding could be found for this project within the next 5 years. If approved, staff recommends a lease term for this boat slip of no longer than one year at a time, with language that allows the City to terminate the lease with 60 days advance notice should construction of this walkway be scheduled to commence. In addition, staff recommends that the slip be established perpendicular to the dock (not parallel) to provide safer transfer between the boat to land. There are no tie-off points along this seawall. If a slip is approved, the tenant will need to provide tie-off points as approved by the Harbor Master, with the agreement and understanding that the tenant will be responsible for removal at the time the walkway construction is scheduled.*

*There are plans to construct a bulkhead and fishing deck in the area just west of Poor Boys Bait, but this construction shouldn't be affected by a shrimp boat docked approximately 200 ft away.*

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of the Port Commission, Council hereby denies the request of Mr. & Mrs. Nevarez to establish a shrimp boat slip along the seawall in Smith Harbor.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Voting Nay:

Councilman District 1 Aguirre, Councilman District 6 Burke

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 8:35 p.m.

*(Councilman Aguirre left the meeting at 8:47 p.m. during agenda item #17 Closed Session).*

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

Mayor Whitlow announced that Council was back in open session at 9:05 p.m.

No action necessary and none taken.

**IX. ADJOURNMENT**

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 2 Dent

Voting Yea:

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

Meeting adjourned at 9:07 p.m.

ATTEST:

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

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

# **COMMUNICATION**

**SUBJECT:** Minutes of February 25, 2025 Joint Workshop with City Council and Port Commission

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## **INFORMATION:**





# CITY COUNCIL JOINT WORKSHOP

Tuesday, February 25, 2025 at 5:30 PM

Nautical Landings Training Room | 106 S. Commerce Street, Suite 1-B, Port Lavaca, Texas 77979

## MINUTES

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

On this the 25th day of February, 2025, the City Council of the City of Port Lavaca, Texas, convened in a joint workshop session with the Port Commission at 5:30 p.m. at the Nautical Landings Office Building Conference Room, located at 106 S. Commerce Street, Suite 1-B, Port Lavaca, Texas, with the following members in attendance:

### I. ROLL CALL

- |                 |   |
|-----------------|---|
| Jack Whitlow    | Mayor                                   |
| Daniel Aguirre  | Councilman, District 1                  |
| Tim Dent        | Councilman, District 2                  |
| Allen Tippit    | Councilman, District 3                  |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward        | Councilman, District 5                  |
| Justin Burke    | Councilman, District 6                  |
| <br>            | <br>                                    |
| Alex Davila     | Port Commission Board Vice-Chairman     |
| Raymond Butler  | Port Commission Board Member            |
| Mike McGuire    | Port Commission Board Member            |
| Sue Traylor     | Port Commission Board Member            |
| Rober Knox      | Port Commission Board Member            |
| Jamie O'Neil    | Port Commission Board Member            |
| Larry Nichols   | Port Commission Board Member            |

And with the following absent: None

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

### II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:35 p.m. and presided.

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

- Mayor asked for comments from the public and the following people spoke:
  - Pat Petrisky, Port Lavaca
  - Keith Barrett, Harbor Master at Aransas County Navigation District
  - Curtis Miller, Owner of Miller Seafood, Port Lavaca
  - Dr. Loyd Woodward, Port Lavaca
  - Hillary Franke, Coastal Division at Encore Dredging Partners
  - John Debruin, Coastal Division at Encore Dredging Partners

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

1. **Discuss valuations and targeted annual lease dollar amounts of the various Ports & Harbors properties and the general operations, planning, and goals of the Port Commission. Presenter is Jody Weaver:**

This agenda item was discussed.

No action was taken.

**IX. ADJOURNMENT**

Mayor announced the meeting was adjourned at 7:31 p.m.

These minutes were approved on March 10, 2025.

ATTEST:

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

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

# **COMMUNICATION**

**SUBJECT:** Review of Credit Card Statement

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**INFORMATION:**



Section VII. Item #C.

CITY OF  
Account Number: XXXX XXXX XXXX 0305

**Billing Questions:**  
800-367-7576

**Website:**  
www.cardaccount.net

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

**FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement**  
January 9, 2025 to February 5, 2025

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$4,060.54
- Payments	\$4,060.54
- Other Credits	\$0.00
+ Purchases	\$8,970.53
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$8,970.53

Account Number XXXX XXXX XXXX 0305  
 Credit Limit \$26,500.00  
 Available Credit \$16,785.00  
 Statement Closing Date February 5, 2025  
 Days in Billing Cycle 28

**PAYMENT INFORMATION**

New Balance: \$8,970.53  
 Minimum Payment Due: \$269.12  
**Payment Due Date: March 2, 2025**

**MESSAGES**

**PROTECT YOURSELF FROM SCAMMERS!**

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

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

**TRANSACTIONS**

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/28	01/28	85431890W00XSWLKH	PAYMENT - THANK YOU	\$4,060.54-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305  
 New Balance: \$8,970.53  
 Minimum Payment Due: \$269.12  
**Payment Due Date: March 2, 2025**

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

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

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



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXX0305	\$4,060.54-
01/28	01/29	82711160X0001S5SL	TDCAA AUSTIN TX	\$196.00
01/31	02/02	55436870Z7VR49MK0	HORIZON PERFORMANCE TE HARTLAND WI	\$1,613.50
01/31	02/02	57540240ZMMN85MDB	VISTAPRINT 8662074955 MA	\$167.74
			KAREN NEAL	
			TOTAL XXXXXXXXXXXXX0784	\$1,977.24
01/10	01/12	82117550A0008N430	TACTACAM CALEDONIA MN	\$120.00
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXXX0867	\$120.00
01/16	01/17	55263520H687XP8P2	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$39.99
01/22	01/23	55432860N63247SG1	IN *SAFETY AND FIRE ED 281-8080656 TX	\$225.00
02/01	02/02	5543286105WPMWXWW	IN *SAFETY AND FIRE ED 281-8080656 TX	\$225.00
02/03	02/04	5526352136T404LDD	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$71.97
02/04	02/05	554887214167YSX1B	TEXAS COMM FIRE PROT 512-936-3842 TX	\$56.49
			JUAN LUNA	
			TOTAL XXXXXXXXXXXXX0941	\$618.45
01/29	01/30	55417340X851QRXPQ	CAPITOL VPG ECOMMERCE AUSTIN TX	\$4.00
01/29	01/30	55432860Y5VY80HPD	BUC-EE'S #17 LULING TX	\$11.55
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXXX1212	\$15.55
01/09	01/12	75120710AS66KPY1W	KALAHARI RESORT - TX ROUND ROCK TX	\$245.70
			CHECK-IN 01/09/25 FOLIO #RXQB8K2Q2	
01/13	01/14	55500360D64YHN95Z	WALMART.COM WALMART.COM AR	\$64.33
01/22	01/24	75120710PS66EKQDN	KRR RESTAURANT ROUND ROCK TX	\$19.49
01/22	01/24	05140480PLM8QT9N0	CHICK-FIL-A #05052 VICTORIA TX	\$13.15
01/23	01/26	75120710RS66EKR25	KRR RESTAURANT ROUND ROCK TX	\$44.91
01/24	01/26	75120710TS66ES1F6	KRR RESTAURANT ROUND ROCK TX	\$22.19
01/24	01/26	55308760T6G162DN4	SHELL OIL 12622536006 VICTORIA TX	\$15.00
			MANDY GRANT	
			TOTAL XXXXXXXXXXXXX1238	\$424.77
01/10	01/12	55432860A5ZF58WXS	APPLE.COM/BILL 866-712-7753 CA	\$2.99
01/24	01/26	55263520T6FN9FK3H	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$196.95
01/28	01/29	75306370W5WVX7K53	CALHOUN COUNTY TX COU FORT WORTH TX	\$2.00
01/28	01/29	75306370W5WVX7K6D	CALHOUN COUNTY TX COU PORT LAVACA TX	\$3.00
			DERRICK SMITH	
			TOTAL XXXXXXXXXXXXX3836	\$204.94
01/09	01/10	051404809MHDSBTKD	H-E-B #434 PORT LAVACA TX	\$76.30
01/22	01/23	02305370P00H5K8VW	USPS PO 4872200979 PORT LAVACA TX	\$58.60
			JAMES RUDELLAT	
			TOTAL XXXXXXXXXXXXX8611	\$134.90
01/07	01/09	051404808LM8F6WBX	CHICK-FIL-A #05052 VICTORIA TX	\$14.72
01/19	01/21	55432860L62BKYKXQ	WHATABURGER 789 Q26 SCHULENBURG TX	\$15.14
01/19	01/21	55310200L3XQLEHWL	OLIVE GARDEN ZK 002154 FRISCO TX	\$45.17
01/20	01/22	55432860M62LKZXTT	WHATABURGER 789 Q26 SCHULENBURG TX	\$15.14
01/20	01/22	55500360M6Q277RZG	DAVES HOT CHICKEN 1100 WACO TX	\$23.35
01/20	01/22	72700690MS66DF70S	NORMAS CAFE FRISCO FRISCO TX	\$35.85
01/22	01/23	55436870P4M7QX4AF	DALLAS FRISCO EMBASSY FRISCO TX	\$579.18
			CHECK-IN 01/19/25 FOLIO #1037359	
			JOE REYES JR	



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0215				\$728.55
01/10	01/12	55432860A5ZJH8HPZ	CCSI EFAX CORPORATE 323-817-1155 CA	\$137.94
01/25	01/26	55429500S27AQ7FA5	DOCUSIGN SEATTLE WA	\$127.92
01/27	01/28	75306370V5SSB4SVV	CALHOUN COUNTY TX COU FORT WORTH TX	\$2.00
01/27	01/28	75306370V5SSB4SWK	CALHOUN COUNTY TX COU PORT LAVACA TX	\$10.00
01/31	02/02	5270487104425RWX9	CANDLEWOOD SUITES AUST AUSTIN TX	\$234.00
		CHECK-IN 01/29/25	FOLIO #241594	
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$511.86
01/14	01/15	55506290E660G6LY8	TEXAS WATER UTILITIES HUTTO TX	\$405.00
01/15	01/15	55432860F60R478B1	TEEX ECOMMERCE 979-458-6898 TX	\$25.00
01/15	01/15	55432860F60R478GP	TEEX ECOMMERCE 979-458-6898 TX	\$25.00
01/16	01/16	55432860G611R6B0B	TEEX ECOMMERCE 979-458-6898 TX	\$50.00
01/16	01/17	55488720G133EW34D	TCEQ EPAYMENT AUSTIN TX	\$113.75
01/17	01/19	25457330J000BZ7R1	PREP BLAST 615-6893546 TN	\$43.50
01/17	01/20	85353350KEL60DGW5	PAYPAL *TECSERVICES 5126380595 TX	\$40.00
01/20	01/21	55506290L6BLML7MM	TEXAS WATER UTILITIES HUTTO TX	\$405.00
01/28	01/28	15270210W00EXKHAV	MICROSOFT-G075519942 MSBILL.INFO WA	\$214.36
02/03	02/04	554887213162BQ6NF	TCEQ IND RENEWAL LIC 512-239-6261 TX	\$111.00
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,432.61
01/14	01/15	55432860E60L4K5AK	SQ *ONEFACE GOSQ.COM NJ	\$249.00
01/14	01/15	55436870E7VK1A9LM	TEXAS TACTICAL POLICE BURNET TX	\$330.00
01/14	01/15	55436870E7VK1A9LX	TEXAS TACTICAL POLICE BURNET TX	\$430.00
01/14	01/15	55436870E7VK1A9M5	TEXAS TACTICAL POLICE BURNET TX	\$330.00
01/15	01/16	12302020F0091GGX6	ROUND ROCK SURVEILLANC SACRAMENTO CA	\$495.00
01/22	01/23	05140480NMHDKLAB2	H-E-B #434 PORT LAVACA TX	\$14.04
01/22	01/23	52708240P2TM449G8	HOLIDAY INN SAN MARCOS SAN MARCOS TX	\$320.82
		CHECK-IN 03/12/25	FOLIO #727254	
01/29	01/31	55506290Y6LDNEBE9	INN OF THE HILLS RESOR KERRVILLE TX	\$632.80
		CHECK-IN 05/18/25	FOLIO #335297	
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX2286				\$2,801.66

**INTEREST CHARGE CALCULATION**

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.49% (v)	\$0.00	28	\$0.00
Cash Advances	18.49% (v)	\$0.00	28	\$0.00

(v) - variable

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

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

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

**CREDITING OF PAYMENTS**

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

**BILLING RIGHTS SUMMARY**

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

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

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

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

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

**Your Rights if You are Dissatisfied with Your Credit Card Purchases**

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

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

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

**EXPLANATION OF INTEREST CHARGES**

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

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

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

**ANNUAL FEE DISCLOSURES**

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

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

**CREDIT BALANCES**

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

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

\_\_\_\_\_  
Name (if incorrect on reverse side)

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Effective Date: Month, Day, Year Signature

\_\_\_\_\_  
Home Phone Work Phone



# **COMMUNICATION**

**SUBJECT:** Receive Monthly Financial Highlight Report

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## **INFORMATION:**



CITY OF  
**PORT LAVACA**

202 N. Virginia, Port Lavaca, Texas 77979-0105 [www.portlavaca.org](http://www.portlavaca.org)  
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Mayor and Members of the City Council  
From: Brittney Hogan, Finance Director   
Subject: FY 24-25 Financial Highlights through February **28, 2025**  
Date: March 4, 2025

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Below are the following reports for the period ending **February 28, 2025**, or **42%** of the year:

The major highlights of the Report are as follows:

*Property Tax* collections as reported by CCAD - are **\$5,117,771** for the year as of January Collections in FY 24-25 are 83.95% of total adjusted tax levy. Total current year Property Taxes Outstanding as of January is **\$1,411,349**.

In the General Fund, revenues through **02/28/2025** are 57% of budget. In addition:

1. *Current Property Tax* collections - are **\$4,487,024** for the year as of February. Collections on FY 24-25 are 98% of the budget.
2. *Sales Tax* collections through February were **\$1,573,787** or 43% of budget. Collections through February in FY 23-24 were **\$1,552,372**.
3. *Licenses & Permits* collections are **\$72,912** for the year, or 27% of budget. Collections through February in FY 23-24 were **\$41,776**.
4. *Bauer Center Rentals* through February are **\$33,460** or 34% of budget. Collections through February in FY 23-24 were **\$26,835**.
5. *Court Fines* are **\$45,891** for the year, or 39% of budget. Collections through February in FY 23-24 were **\$24,008**.

Expenditures in the General Fund for the year are **47%** of the budget.

**Target: 42%**

In the Utility Fund, revenues as of **02/28/25** are **38%** of the budget. In addition:

1. *Metered Water* sales through February are **\$1,187,993** or **36%** of the budget. Collections through February in FY 23-24 were **\$1,156,012**.
2. *Residential Sewer* sales through February are **\$667,189** or **43%** of the budget. Collections through February in FY 23-24 were **\$586,755**.
3. *Garbage Billings* through February are **\$421,392** or **42%** of the budget. Collections through February in FY 23-24 were **\$386,011**.

Expenditures on the Utility Fund for the year is **43%** of the budget.

In the HOT Fund, revenues as of **02/28/25** are **38%** of the budget. In addition:

1. *Hotel Occupancy Taxes* through February are **\$208,820** or **35%** of the budget. Collections through February FY 23-24 were **\$145,822**.

Expenditures on the HOT Fund for the year is **43%** of budget

In the Beach Fund, revenues as of **02/28/25** are **13%** of the budget. In addition:

1. *RV Rentals* through February are **\$21,295** or **10%** of the budget. Collections through February in FY 23-24 were **\$61,216**.

Expenditures on the Beach Fund for the year is **19%** of the budget

In the Ports & Harbors Fund, revenues as of **02/28/25** are **33%** of the budget. In addition:

1. *Dock Leases* through February are **\$204,712** or **44%** of the budget. Collections through February in FY 23-24 were **\$173,003**.
2. *Tariffs* through February are **\$48,669** or **38%** of the budget. Collections through February FY 23-24 were **\$65,121**.
3. *NL Building Lease* through February is **\$38,104** or **43%** of the budget. Collections through February in FY 23-24 were **\$35,416**.

Expenditures on the Ports and Harbors Fund for the year is **21%** of the budget.

**Summary – FY 2024-2025 through 02/28/25**

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$ 7,006,111	57%	\$ 5,364,461	47%	\$ 1,641,650
Utility	\$ 3,120,271	38%	\$ 3,293,150	43%	\$ (172,879)
HOT	\$ 231,941	38%	\$ 299,464	43%	\$ (67,524)
Beach	\$ 34,012	13%	\$ 56,715	19%	\$ (22,703)
Port	\$ 498,707	33%	\$ 286,863	21%	\$ 211,845
<b>Total</b>					<b>\$ 1,590,389</b>

1,641,650.+  
 172,879.-  
 67,524.-  
 22,703.-  
 211,845.+  
 1,590,389.\*



**Port Lavaca  
PROPERTY TAX COLLECTION REPORT  
January 31, 2025**

<b>TAXES DUE AT CERTIFICATION</b>	6,088,413.16
Adjustments to Date	7,641.17
<b>TOTAL TAX LEVY</b>	6,096,054.33

**2024 Tax Collections**

	<b>Base</b>	<b>Penalties &amp; Interest</b>	<b>Total</b>
October	2,569,585.63	0.00	2,569,585.63
November	588,240.96	0.00	588,240.96
December	580,699.77	0.00	580,699.77
January	1,379,244.48	0.00	1,379,244.48
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
<b>TOTAL</b>	<b>5,117,770.84</b>	<b>0.00</b>	<b>5,117,770.84</b>

**Last Year %  
Collected**  
87.36%

**% Collected** 83.95%

**TRANSFERRED TO DELINQUENT ROLL**

**July, Aug, and Sept Payments** 0.00

**2024 TAXES OUTSTANDING** 978,283.06

**% Current Outstanding** 16.05%

\*\*\*\*\*

**DELINQUENT COLLECTIONS**

	<b>Base</b>	<b>Penalties &amp; Interest</b>	<b>Total</b>
October	4,959.41	3,228.48	8,187.89
November	14,938.19	5,808.40	20,746.59
December	11,576.04	4,227.26	15,803.30
January	7,277.13	2,634.30	9,911.43
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
<b>TOTAL</b>	<b>38,750.77</b>	<b>15,898.44</b>	<b>54,649.21</b>

**DELINQUENT TAXES OUTSTANDING** 433,065.96  
**TOTAL TAXES OUTSTANDING** 1,411,349.02

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

Section VII. Item #D.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease) Month Y-T-D			
				Year-to-Date Allocation	General Fund Budget Month Y-T-D					
<b>Fiscal Year 2022</b>										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

<b>Fiscal Year 2023</b>										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

<b>Fiscal Year 2024</b>										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep	323,607	2%	\$323,607	3,656,993	332,358	3,723,952	98.20%	2.4%	3.3%

<b>Fiscal Year 2025</b>										
Dec	Oct	285,545	2%	\$285,545	285,545	286,185	286,185	99.78%	1.6%	1.6%
Jan	Nov	283,901	1%	\$283,901	569,445	284,895	571,080	99.71%	1.5%	1.5%
Feb	Dec	365,840	10%	\$365,840	935,285	340,081	911,160	102.65%	9.5%	4.5%
Mar	Jan					269,747	1,180,908			
Apr	Feb					294,394	1,475,302			
May	Mar					347,540	1,822,842			
Jun	Apr					323,228	2,146,070			
Jul	May					308,008	2,454,077			
Aug	Jun					311,794	2,765,871			
Sep	Jul					314,646	3,080,517			
Oct	Aug					313,902	3,394,420			
Nov	Sep					329,532	3,723,952			

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2025

Section VII. Item #D.

001-GENERAL FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	9,092,373	9,092,373	0	1,621,735.33	6,287,893.95	0.00	2,804,479.05	69.16
LICENSES & PERMITS	268,410	268,410	0	4,692.85	72,911.41	0.00	195,498.59	27.16
USER & SERVICE CHARGES	103,250	103,250	0	12,334.54	34,437.54	0.00	68,812.46	33.35
FINES & FORFEITURES	294,000	294,000	0	32,875.07	102,041.14	0.00	191,958.86	34.71
OTHER REVENUE	565,950	565,950	0	24,288.18	139,024.30	0.00	426,925.70	24.56
GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	243,912.60	0.00	276,207.40	46.90
INTERGOVERNMENTAL REVENUE	<u>1,567,641</u>	<u>1,567,641</u>	<u>0</u>	<u>25,178.00</u>	<u>125,890.00</u>	<u>0.00</u>	<u>1,441,751.00</u>	<u>8.03</u>
TOTAL REVENUES	12,411,744	12,411,744	0	1,721,103.97	7,006,110.94	0.00	5,405,633.06	56.45
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	2,574.10	12,962.70	0.00	17,921.30	41.97
CITY MANAGER	422,786	648,119	( 225,333)	145,177.53	475,112.56	0.00	173,006.44	73.31
CITY SECRETARY	251,461	251,461	0	13,072.31	82,045.47	20,000.00	149,415.53	40.58
HUMAN RESOURCE	100,395	100,395	0	6,825.05	33,016.34	0.00	67,378.66	32.89
MUNICIPAL COURT	177,937	177,937	0	13,967.62	80,824.87	0.00	97,112.13	45.42
TECHNOLOGY SERVICES	510,222	510,222	0	56,175.39	367,578.90	42,405.80	100,237.30	80.35
FINANCE	393,798	393,798	0	21,268.85	151,354.61	0.00	242,443.39	38.43
CITY HALL	548,378	548,378	0	5,578.59	26,674.99	206,738.54	314,964.47	42.56
POLICE	2,887,828	2,887,828	0	181,044.74	1,327,313.76	15,412.86	1,545,101.38	46.50
FIRE	2,146,503	2,146,503	0	131,860.19	815,005.92	41,991.97	1,289,505.11	39.93
ANIMAL CONTROL	256,834	256,834	0	15,639.50	88,156.81	0.00	168,677.19	34.32
CODE ENFORCEMENT/INSPECT	491,452	491,452	0	17,420.43	135,128.15	9,800.00	346,523.85	29.49
STREETS	3,097,966	3,097,966	0	325,684.45	722,674.06	540,687.75	1,834,604.19	40.78
PARKS & RECREATION	877,803	877,803	0	34,767.52	399,890.27	90,842.02	387,070.71	55.90
BAUER CENTER	315,614	315,614	0	40,085.59	137,854.23	15,872.62	161,887.15	48.71
NON-DEPARTMENTAL	<u>866,703</u>	<u>866,703</u>	<u>0</u>	<u>38,714.23</u>	<u>508,867.39</u>	<u>0.00</u>	<u>357,835.61</u>	<u>58.71</u>
TOTAL EXPENDITURES	13,376,564	13,601,897	( 225,333)	1,049,856.29	5,364,461.03	983,751.56	7,253,684.41	46.67
REVENUES OVER/(UNDER) EXPENDITURES	( 964,820)	( 1,190,153)	225,333	671,247.68	1,641,649.91	( 983,751.56)	( 1,848,051.35)	55.28-



CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2025

Section VII. Item #D.

001-GENERAL FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
<b>TAXES</b>									
411.01	PROPERTY TAXES-CURRENT	4,595,671	4,595,671	0	1,188,855.89	4,487,024.03	0.00	108,646.97	97.64
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	18,592.91	53,667.10	0.00	66,332.90	44.72
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	367,175.74	1,573,787.06	0.00	2,150,164.94	42.26
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	11,689.19	0.00	50,310.81	18.85
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	24,347.34	103,471.68	0.00	241,528.32	29.99
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	5,677.73	5,862.95	0.00	26,137.05	18.32
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	6,124.94	6,922.42	0.00	43,077.58	13.84
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	10,960.78	39,795.41	0.00	88,954.59	30.91
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	0.00	5,674.11	0.00	29,325.89	16.21
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	9,092,373	9,092,373	0	1,621,735.33	6,287,893.95	0.00	2,804,479.05	69.16
<b>LICENSES &amp; PERMITS</b>									
421.02	BUILDER LICENSES	7,000	7,000	0	450.00	4,400.00	0.00	2,600.00	62.86
422.01	ELECTRICAL PERMITS	25,000	25,000	0	500.00	3,726.92	0.00	21,273.08	14.91
422.02	BUILDING PERMITS	157,000	157,000	0	1,712.85	43,811.27	0.00	113,188.73	27.91
422.03	PLUMBING PERMITS	22,000	22,000	0	900.00	4,550.00	0.00	17,450.00	20.68
422.04	MECHANICAL PERMITS	5,600	5,600	0	200.00	1,175.00	0.00	4,425.00	20.98
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	320.00	0.00	320.00	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	300.00	0.00	300.00	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	10.00	265.00	0.00	2,335.00	10.19
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	890.00	6,798.84	0.00	23,201.16	22.66
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00	94.74	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	0.00	4,395.00	0.00	2,715.00	61.81
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	125.00	0.00	875.00	12.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	575.00	0.00	575.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	2,219.64	0.00	6,780.36	24.66
425.01	ANIMAL LICENSES & FEES	200	200	0	20.00	95.00	0.00	105.00	47.50
426.01	ALARM FEES	100	100	0	10.00	60.00	0.00	40.00	60.00
	TOTAL LICENSES & PERMITS	268,410	268,410	0	4,692.85	72,911.41	0.00	195,498.59	27.16
<b>USER &amp; SERVICE CHARGES</b>									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	12,050.00	33,460.00	0.00	66,540.00	33.46
435.07	BAYFRONT RENTALS	750	750	0	0.00	450.00	0.00	300.00	60.00
435.08	CREDIT CARD CONVENIENC	0	0	0	242.54	242.54	0.00	242.54	0.00
439.01	POLICE SERVICES	2,000	2,000	0	42.00	285.00	0.00	1,715.00	14.25
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
	TOTAL USER & SERVICE CHARGES	103,250	103,250	0	12,334.54	34,437.54	0.00	68,812.46	33.35



CITY OF PORT LAVACA  
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Section VII. Item #D.

001-GENERAL FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
<u>FINES &amp; FORFEITURES</u>									
441.01	PENALTIES & INTEREST	95,000	95,000	0	11,828.81	26,046.28	0.00	68,953.72	27.42
441.02	TAX ATTORNEY FEES	50,000	50,000	0	5,578.76	15,301.85	0.00	34,698.15	30.60
443.01	COURT FINES	120,000	120,000	0	11,142.93	45,890.67	0.00	74,109.33	38.24
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	2,261.66	8,802.16	0.00	5,197.84	62.87
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	462.97	1,930.03	0.00	3,069.97	38.60
449.02	ARREST FEES	10,000	10,000	0	1,599.94	4,070.15	0.00	5,929.85	40.70
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	294,000	294,000	0	32,875.07	102,041.14	0.00	191,958.86	34.71
<u>OTHER REVENUE</u>									
451.01	INTEREST INCOME	500,000	500,000	0	23,788.18	130,114.75	0.00	369,885.25	26.02
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	0.00	17.00	0.00	483.00	3.40
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	0.00	6,850.00	0.00	( 6,850.00)	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.14	ABATEMENT REIMBURSEMEN	15,000	15,000	0	0.00	990.00	0.00	14,010.00	6.60
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	0.00	52.55	0.00	9,947.45	0.53
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	500.00	1,000.00	0.00	5,000.00	16.67
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	565,950	565,950	0	24,288.18	139,024.30	0.00	426,925.70	24.56
<u>GRANT AND CONTRIBUTION R</u>									
482.00	GRANT REVENUE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	247,320	247,320	0	0.00	189,162.60	0.00	58,157.40	76.48
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	48,750.00	0.00	16,250.00	75.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
	TOTAL GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	243,912.60	0.00	276,207.40	46.90
<u>INTERGOVERNMENTAL REVENUE</u>									
492.01	XFER IN- 504 PORT COMM	22,321	22,321	0	1,860.08	9,300.40	0.00	13,020.60	41.67
492.02	XFER IN- 501 UTILITY F	494,588	494,588	0	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	9,201	9,201	0	766.75	3,833.75	0.00	5,367.25	41.67
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	0.00	0.00	0.00	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	770,917	770,917	0	0.00	0.00	0.00	770,917.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	270,614	270,614	0	22,551.17	112,755.85	0.00	157,858.15	41.67
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	125,890.00	0.00	1,441,751.00	8.03

CITY OF PORT LAVACA  
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Section VII. Item #D.

001-GENERAL FUND  
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	12,411,744	12,411,744	0	1,721,103.97	7,006,110.94	0.00	5,405,633.06	56.45

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

501-PUBLIC UTILITY FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	8,062,366	8,062,366	0	592,626.62	3,020,217.86	0.00	5,042,148.14	37.46
FINES & FORFEITURES	100,000	100,000	0	9,796.01	52,806.15	0.00	47,193.85	52.81
OTHER REVENUE	162,104	162,104	0	5,737.66	47,246.52	0.00	114,857.48	29.15
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	608,160.29	3,120,270.53	0.00	5,204,199.47	37.48
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	165,923	165,923	0	13,226.65	81,093.12	0.00	84,829.88	48.87
BILLING	454,258	454,258	0	25,693.10	153,629.40	28,044.10	272,584.50	39.99
MAINTENANCE	1,584,911	1,584,911	0	119,020.25	466,297.64	322,026.77	796,586.59	49.74
WASTEWATER TREATMENT	988,577	988,577	0	72,191.08	346,875.49	27,681.80	614,019.71	37.89
NON-DEPARTMENTAL	5,347,283	5,347,283	0	492,942.36	2,245,253.59	0.00	3,102,029.41	41.99
TOTAL EXPENDITURES	8,540,952	8,540,952	0	723,073.44	3,293,149.24	377,752.67	4,870,050.09	42.98
REVENUES OVER/(UNDER) EXPENDITURES	( 216,482)	( 216,482)	0	( 114,913.15)	( 172,878.71)	( 377,752.67)	334,149.38	254.35

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
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501-PUBLIC UTILITY FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>USER &amp; SERVICE CHARGES</b>								
431.11	3,286,596	3,286,596	0	228,865.74	1,187,993.06	0.00	2,098,602.94	36.15
431.12	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13	103,836	103,836	0	6,678.15	36,670.24	0.00	67,165.76	35.32
431.21	1,567,373	1,567,373	0	133,523.86	667,188.55	0.00	900,184.45	42.57
431.22	1,079,863	1,079,863	0	63,087.80	326,042.12	0.00	753,820.88	30.19
431.23	67,205	67,205	0	5,172.64	26,396.93	0.00	40,808.07	39.28
431.25	975	975	0	120.00	600.00	0.00	375.00	61.54
431.31	1,019,111	1,019,111	0	84,575.28	421,391.92	0.00	597,719.08	41.35
431.32	100,000	100,000	0	2,566.90	12,832.60	0.00	87,167.40	12.83
432.05	744,907	744,907	0	61,766.25	309,182.44	0.00	435,724.56	41.51
432.11	20,000	20,000	0	1,260.00	1,260.00	0.00	18,740.00	6.30
432.21	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
432.60	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61	5,000	5,000	0	1,230.00	6,720.00	0.00	( 1,720.00)	134.40
432.62	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63	60,000	60,000	0	3,780.00	23,580.00	0.00	36,420.00	39.30
432.64	500	500	0	0.00	360.00	0.00	140.00	72.00
TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	592,626.62	3,020,217.86	0.00	5,042,148.14	37.46
<b>FINES &amp; FORFEITURES</b>								
442.01	100,000	100,000	0	9,796.01	52,806.15	0.00	47,193.85	52.81
442.02	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES	100,000	100,000	0	9,796.01	52,806.15	0.00	47,193.85	52.81
<b>OTHER REVENUE</b>								
451.01	38,000	38,000	0	1,719.89	9,578.72	0.00	28,421.28	25.21
459.03	1,000	1,000	0	300.00	870.00	0.00	130.00	87.00
459.04	35,000	35,000	0	( 199.31)	( 199.31)	0.00	35,199.31	0.57
459.08	85,104	85,104	0	0.00	33,065.35	0.00	52,038.65	38.85
459.09	0	0	0	3,837.08	3,851.07	0.00	( 3,851.07)	0.00
459.11	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12	0	0	0	80.00	80.00	0.00	( 80.00)	0.00
459.90	1,000	1,000	0	0.00	0.69	0.00	999.31	0.07
459.92	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	162,104	162,104	0	5,737.66	47,246.52	0.00	114,857.48	29.15
<b>GRANT AND CONTRIBUTION R</b>								
481.00	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<b>INTERGOVERNMENTAL REVENUE</b>								
493.01	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	608,160.29	3,120,270.53	0.00	5,204,199.47	37.48

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101-HOTEL OCCUPANCY TAX FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	600,000	600,000	0	40,414.67	208,819.66	0.00	391,180.34	34.80
OTHER REVENUE	15,000	15,000	0	7,245.34	23,120.75	0.00	( 8,120.75)	154.14
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	615,000	615,000	0	47,660.01	231,940.41	0.00	383,059.59	37.71
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>785,214</u>	<u>785,214</u>	<u>0</u>	<u>66,214.90</u>	<u>299,463.68</u>	<u>33,234.48</u>	<u>452,515.84</u>	<u>42.37</u>
TOTAL EXPENDITURES	785,214	785,214	0	66,214.90	299,463.68	33,234.48	452,515.84	42.37
REVENUES OVER/(UNDER) EXPENDITURES	( 170,214)	( 170,214)	0	( 18,554.89)	( 67,523.27)	( 33,234.48)	( 69,456.25)	59.19

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101-HOTEL OCCUPANCY TAX FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>								
415.01 HOTEL/MOTEL TAX	600,000	600,000	0	40,414.67	208,819.66	0.00	391,180.34	34.80
TOTAL TAXES	600,000	600,000	0	40,414.67	208,819.66	0.00	391,180.34	34.80
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	15,000	15,000	0	1,195.34	6,570.75	0.00	8,429.25	43.81
459.10 DONATIONS- FESTIVALS	0	0	0	6,050.00	16,550.00	0.00	( 16,550.00)	0.00
459.90 MISC INCOME- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	15,000	15,000	0	7,245.34	23,120.75	0.00	( 8,120.75)	154.14
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 101	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	47,660.01	231,940.41	0.00	383,059.59	37.71



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 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
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Section VII. Item #D.

503-BEACH OPERATING FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	235,000	235,000	0	5,358.72	22,042.07	0.00	212,957.93	9.38
OTHER REVENUE	32,500	32,500	0	2,070.26	11,970.04	0.00	20,529.96	36.83
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	7,428.98	34,012.11	0.00	233,487.89	12.71
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	307,330	307,330	0	9,994.55	56,714.56	0.00	250,615.44	18.45
TOTAL EXPENDITURES	307,330	307,330	0	9,994.55	56,714.56	0.00	250,615.44	18.45
REVENUES OVER/(UNDER) EXPENDITURES	( 39,830)	( 39,830)	0	( 2,565.57)	( 22,702.45)	0.00	( 17,127.55)	57.00

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2025

503-BEACH OPERATING FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER &amp; SERVICE CHARGES</u>								
433.01	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10	230,000	230,000	0	5,131.72	21,295.07	0.00	208,704.93	9.26
433.30	3,000	3,000	0	150.00	350.00	0.00	2,650.00	11.67
433.50	2,000	2,000	0	77.00	397.00	0.00	1,603.00	19.85
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	5,358.72	22,042.07	0.00	212,957.93	9.38
<u>OTHER REVENUE</u>								
451.01	30,000	30,000	0	2,070.26	11,695.04	0.00	18,304.96	38.98
459.11	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71	2,500	2,500	0	0.00	275.00	0.00	2,225.00	11.00
459.90	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	32,500	32,500	0	2,070.26	11,970.04	0.00	20,529.96	36.83
<u>GRANT AND CONTRIBUTION R</u>								
481.00	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	7,428.98	34,012.11	0.00	233,487.89	12.71



CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2025

Section VII. Item #D.

504-PORT & HARBORS FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	818,955	818,955	0	67,167.09	344,035.25	0.00	474,919.75	42.01
FINES & FORFEITURES	500	500	0	63.85	263.74	0.00	236.26	52.75
OTHER REVENUE	35,600	35,600	0	2,247.84	13,024.17	0.00	22,575.83	36.58
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
<b>TOTAL REVENUES</b>	<b>1,521,239</b>	<b>1,521,239</b>	<b>0</b>	<b>69,478.78</b>	<b>498,707.16</b>	<b>0.00</b>	<b>1,022,531.84</b>	<b>32.78</b>
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	29.88	3,214.99	0.00	1,792.99	226.09
CITY HARBOR	7,000	7,000	0	0.00	0.00	0.00	7,000.00	0.00
HARBOR OF REFUGE	200,000	200,000	0	0.00	5,000.00	0.00	195,000.00	2.50
SMITH HARBOR	11,000	11,000	0	4,875.00	4,875.00	0.00	6,125.00	44.32
NAUTICAL LANDINGS MARINA	35,000	35,000	0	578.61	5,618.48	0.00	29,381.52	16.05
OPERATIONS	1,390,148	1,390,148	0	148,024.95	268,154.22	49,800.00	1,072,193.78	22.87
<b>TOTAL EXPENDITURES</b>	<b>1,644,570</b>	<b>1,644,570</b>	<b>0</b>	<b>153,508.44</b>	<b>286,862.69</b>	<b>49,800.00</b>	<b>1,307,907.31</b>	<b>20.47</b>
REVENUES OVER/(UNDER) EXPENDITURES	( 123,331)	( 123,331)	0	( 84,029.66)	211,844.47	( 49,800.00)	( 285,375.47)	131.39-

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2025

Section VII. Item #D.

504-PORT & HARBORS FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
<u>USER &amp; SERVICE CHARGES</u>									
436.01	CITY HARBOR-DOCK LEASE	115,000	115,000	0	11,222.60	59,445.63	0.00	55,554.37	51.69
436.09	HOR - DAILY DOCK RENTA	100,000	100,000	0	11,200.00	44,875.00	0.00	55,125.00	44.88
436.10	HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
436.11	HOR - DOCK LEASES	268,497	268,497	0	23,176.04	113,038.08	0.00	155,458.92	42.10
436.12	TARIFFS	130,000	130,000	0	5,842.64	48,668.31	0.00	81,331.69	37.44
436.20	N L DOCK RENT- TRANSIE	500	500	0	252.00	252.00	0.00	248.00	50.40
436.21	N L-DOCK LEASE	90,950	90,950	0	6,098.30	32,228.38	0.00	58,721.62	35.44
436.22	N L -BLDG LEASE	90,028	90,028	0	7,890.65	38,103.55	0.00	51,924.45	42.32
436.23	N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
436.24	SMITH HARBOR RENT	19,980	19,980	0	1,484.86	7,424.30	0.00	12,555.70	37.16
	TOTAL USER & SERVICE CHARGES	818,955	818,955	0	67,167.09	344,035.25	0.00	474,919.75	42.01
<u>FINES &amp; FORFEITURES</u>									
442.01	LATE PAYMENT PENALTIES	500	500	0	63.85	263.74	0.00	236.26	52.75
	TOTAL FINES & FORFEITURES	500	500	0	63.85	263.74	0.00	236.26	52.75
<u>OTHER REVENUE</u>									
451.01	INTEREST INCOME	35,000	35,000	0	2,247.84	12,854.67	0.00	22,145.33	36.73
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71	WASHER-DRYER INCOME	600	600	0	0.00	169.50	0.00	430.50	28.25
459.90	MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	35,600	35,600	0	2,247.84	13,024.17	0.00	22,575.83	36.58
<u>GRANT AND CONTRIBUTION R</u>									
481.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01	GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02	GRANT REVENUE	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
	TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
<u>INTERGOVERNMENTAL REVENUE</u>									
493.00.1	XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
493.88	XFER IN- 206 FARF FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
<u>TOTAL REVENUES</u>									
		1,521,239	1,521,239	0	69,478.78	498,707.16	0.00	1,022,531.84	32.78

# **COMMUNICATION**

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

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## **INFORMATION:**

**VEDC Update for Port Lavaca  
March 10, 2025, COUNCIL MEETING**

**VEDC Staff has scheduled recurring monthly update meeting with City Manager.**

**Residential**

- Residential Incentives Draft – still pending (Council). This will be taken off the report going forward, until it is requested to be readdressed.
- VEDC Staff continues conversation with developers and identifying property.

**Marketing**

- VEDC has contracted with web developer for the Port Lavaca tab on the VEDC website. Tweaks are being made and requested input from CM.
  - The link is live.
  - More photos to “sell” the city will be taken (early spring, hopefully, weather dependent) and added.
  - Photos will include both an “industrial” look and a retail look.
- VEDC will add the Ports and Harbors link to the website, along with a “blurb”.
- VEDC has had a new one-page flyer created for the marketing purposes of Port Lavaca. The data report has been provided to the City Manager.
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”.
  - Steps required include Generic Guidelines which will be provided to the City Manager at the next meeting with VEDC and City Manager.
  -

**Business**

- Working with a potential shoe retailer (consultant) looking to possibly have a location in Port Lavaca. Have followed up; waiting for an update. **Pending. all developments in Texas are paused until January 2025(per consultant. Still on hold as of January 31<sup>st</sup>, 2025.**
- VEDC staff attended retail attraction trade show in January (in Dallas) and will market Port Lavaca. VEDC staff followed up with potential retailers and will update when we have better information.
- VEDC Staff will regroup with the Chamber to schedule meetings with business owners/ roundtable discussion and publish a plan for 2025.
- VEDC scheduling B2B networking events.

**Projects**

All projects will be updated by VEDC President during quarterly meetings, or if requested earlier.

**Other**

VEDC held a meeting in Austin, “Chairman’s Circle – Austin, 2025” and all partners were invited to attend. There were speakers to address some of the things of importance to the VEDC Regional Partnership, including water, power and higher education. This meeting was held in conjunction with the Legislative Session and speakers included Senator Kolkhorst and Representative Lauderback.

## **COMMUNICATION**

**SUBJECT:** Consider request of The Harbor Children’s Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of “Celebrate the Child Picnic” on Saturday, April 05, 2025 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N, Benavides from the rear of the library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Colin Rangnow

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## **INFORMATION:**



# The Harbor Children's Alliance & Victim Center

The month of April has been designated Child Abuse Awareness and Prevention Month in the United States. The goal is to raise public awareness about child abuse and neglect and to educate communities and individuals on how to help keep our children safe. In observance of Child Abuse Awareness & Prevention Month, The Harbor Children's Alliance & Victim Center will be hosting our Annual Celebrate The Child Picnic on Saturday, April 5, 2025 at The Harbor, 215 W. Railroad Street from 10 am to 2 pm. This is an event that has been designed to bring awareness to ending child abuse and neglect, but also to celebrate the children and remind them of how special they are.

Since April is designated as Child Abuse Awareness and Prevention Month, we will begin the event by reading a proclamation and blowing bubbles in honor of the 92 children that were interviewed at our center last year. Local agencies such as The Port Lavaca Police Department, Port Lavaca Fire Department, EMS, Calhoun County Sheriff's Office, and DPS will attend and have tables set up to give parents information on keeping their children safe and it allows the children to interact with them to know that they are "trusted adults" that can help them if they find themselves in a dangerous situation. We will also have other social service organizations on site to let parents know about the resources that are available here in town as well as food and games.

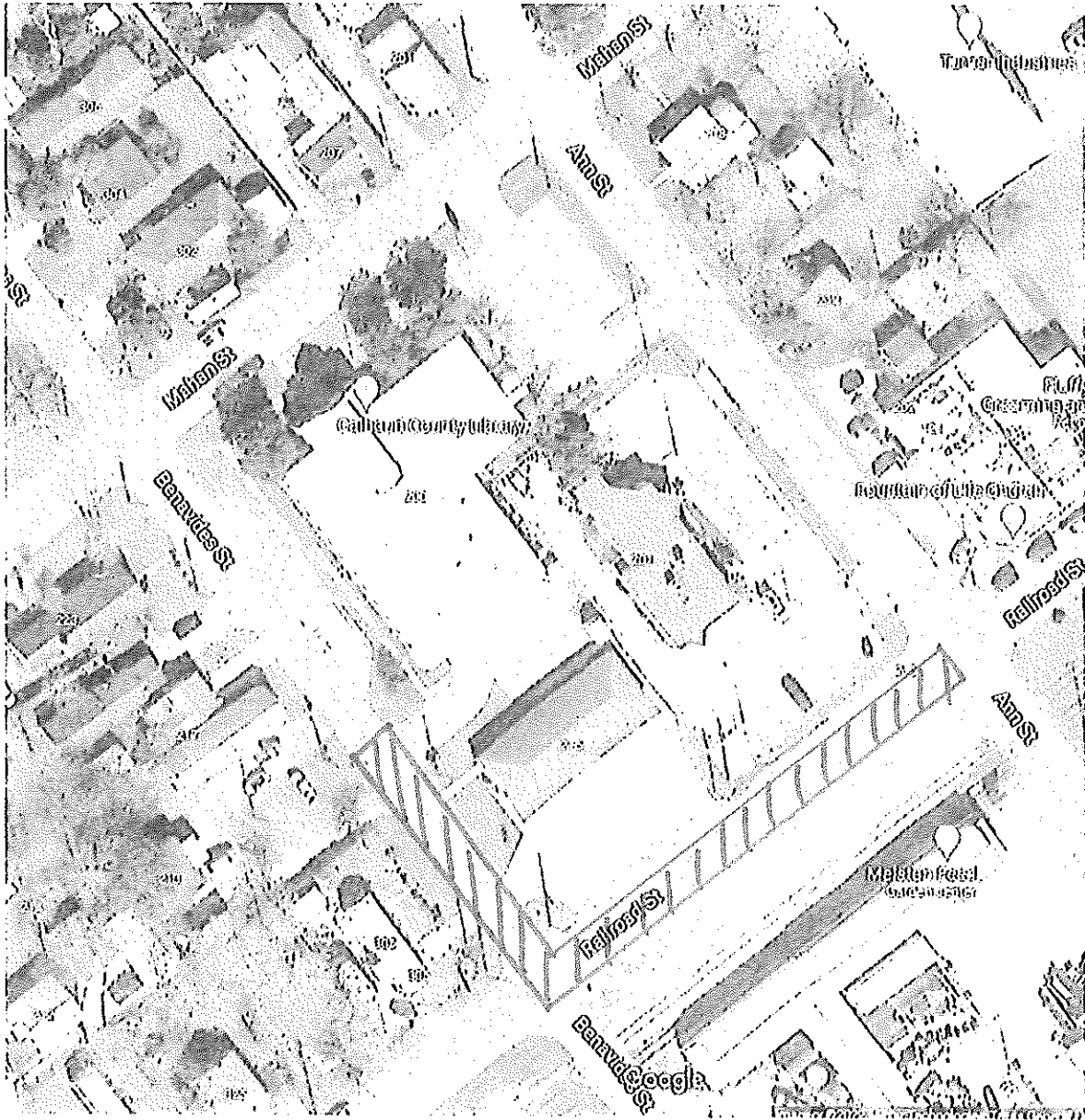
Last year, we held the picnic at our center, located at 215 W. Railroad street in conjunction with the Calhoun County Library. Our area is not a high traffic area, but we are asking the City of Port Lavaca to please allow us to close the intersections so that we can take advantage of the space we have and still keep our children safe from harm. I have attached a map with what streets we would need closed. We will begin setting up here at The Harbor at 8 am so am asking for the streets to be closed from 9 am to 2 pm. Thank you for your time and consideration.

*Marcia Walton*

215 W. Railroad • Port Lavaca, Texas 77979  
Bus. Office 361/552-1982 • Fax 361/552-4309 • Hotline 361/552-4357

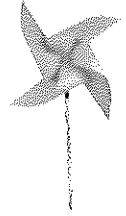






# THE HARBOR CHILDREN'S ALLIANCE & VICTIM CENTER

## PRESENTS:



### "CELEBRATE THE CHILD" PICNIC

In observance of  
Child Abuse Awareness  
&  
Prevention Month

*Fun  
Games*

*Food  
Prizes*

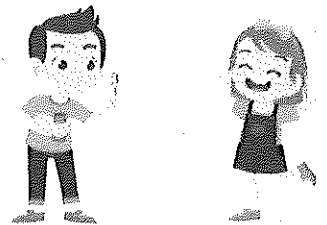
10:00AM-Proclamation Signing  
&  
Bubble Blowing Ceremony



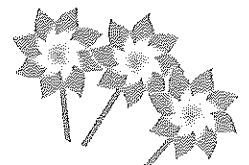
Come Meet Cat in  
the Hat and get a  
book signed

**SATURDAY, APRIL 5, 2025**  
**10:00AM-2:00PM**

**WHERE:**  
**215 W. RAILROAD ST.**



**First 100 kids get a free shirt**





## **COMMUNICATION**

**SUBJECT:** Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, April 20, 2025 and waive any fees associated with the event. Presenter is Tania French

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**MEETING: MARCH 10, 2025**

**DATE:** 03/03/2025

**TO:** MANDY GRANT

**FROM:** TANIA FRENCH

**SUBJECT:** Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, April 20, 2025 and waive any fees associated with the event.

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**BACKGROUND:**

On behalf of Cowboy Fellowship of Port Lavaca, I am requesting the use of the pavilion at Bayfront Peninsula Park for the church's annual Easter Sunrise Service on Sunday, April 20, 2025. This annual event is open to the entire community, providing an opportunity for fellowship and worship.

Cowboy Fellowship of Port Lavaca respectfully requests a waiver of any fees associated with the use of the pavilion.

## **COMMUNICATION**

**SUBJECT:** Consider request for temporary waiver of permits and fees for the “35 On or Sorta Near 35” during the “Christmas in July” theme and take place over three days from July 24 to 26, 2025, with the main event scheduled for Saturday, July 26, 2025. Presenter is Tania French

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**MEETING: MARCH 10, 2025**

**DATE:** 03/03/2025

**TO:** MANDY GRANT

**FROM:** TANIA FRENCH

**SUBJECT:** Consider temporary waiver of permits and fees for the “35 On or Sorta Near 35” during the “*Christmas in July*” theme and take place over three days from July 24 to 26, 2025, with the main event scheduled for Saturday, July 26, 2025.

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**BACKGROUND:**

Recently, a group of community members approached us with an idea to create a new event in Port Lavaca that blends elements of the successful Shop the Town event with 90 Miles on 90, a popular annual event in RoundTop. Here is a link to the RoundTop event: <https://roundtop.com/events/90-miles-on-90/>

The proposed event, 35 On Or Sorta Near 35, would have a Christmas in July theme and take place over three days, from July 24-26, 2025, with the main event scheduled for Saturday, July 26, 2025. The event would feature 35 designated stops around Port Lavaca, beginning at Red Barn and concluding at the Bauer Community Center. Participants will have the opportunity to collect puzzle pieces at each stop, ultimately forming a Port Lavaca keepsake puzzle.

The event aims to support local businesses by incorporating brick-and-mortar establishments along with designated parking areas for pop-up antique dealers and vendors. The weekend will culminate at Bayfront Beats on July 26, where attendees who complete the puzzle will be eligible for prizes and drawings.

To facilitate the success of this inaugural event, we respectfully request the following considerations from the City of Port Lavaca:

1. Waiver of peddler permits for participating vendors.
2. Waiver of garage sale permits for temporary sales locations.
3. Waiver of Bauer Community Center rental fees for event activities, which will include use of the parking lot and inside for vendors.
4. A \$35.00 discount (total) on Lighthouse Beach RV Park stays of three days or longer during the event week.

We believe 35 On Or Sorta Near 35 has the potential to bring visitors to town, engage locals, and become a signature annual event benefiting the community and local hotels businesses.

## **COMMUNICATION**

**SUBJECT:** Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill an expired term and/or begin a new two year term. Presenter is Jody Weaver

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### **INFORMATION:**

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**CITY OF PORT LAVACA**

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**CC MEETING: MARCH 10, 2025**

**DATE: 3/6/2025**

**TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS**

**FROM: JODY WEAVER., INTERIM CITY MANAGER**

**SUBJECT: APPOINTMENT/REAPPOINTMENT OF RECREATION AND PARKS BOARD MEMBER**

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**BACKGROUND:**

The Recreation and Parks Board has a term that expired in February for William “Bill” Reagan. Reagan has requested to be reappointed to the Recreation and Parks Board by submitting a letter of interest. There are no term limits established and the full term is for a period of two (2) years.

**FINANCIAL IMPLICATIONS:**

**IMPACT ON COMMUNITY SUSTAINABILITY:**

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

See letter of interest from Bill Regan attached.

## William J. Reagan Jr.

March 3, 2025

Dear City Council,

I'm interested in serving another term on the Recreational and Parks Board in Port Lavaca.

I was born and raised in Port Lavaca. I have over 25 years as a process operator for Alcoa and Formosa. In my previous two terms on the Board I have done my diligence with everyone and have been as dependable as my work schedule allows me. It's been a great experience and I would like to continue to be involved so I can see my city grow and prosper.

Please consider my qualifications and experiences:

- 2 terms on Recreation and Parks Board
- Active and involved on other local Boards and Committees
- Volunteered for many local activities and groups

Thank you for taking the time to review my application.

Sincerely,

William J. Reagan Jr.

# COMMUNICATION

**SUBJECT:** Receive certification of City Secretary that the candidate for the Council Member Single District #4 position, in the May 03, 2025 General Officers Election, is unopposed.  
Presenter is Mandy Grant

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## INFORMATION:




**CITY OF PORT LAVACA**

**CC MEETING:** March 10, 2025

**DATE:** 02/26-25

**TO:** Jody Weaver, Interim City Manager  
**cc:** Honorable Mayor and City Council Members

**FROM:** Mandy Grant, City Secretary 

**SUBJECT:** Certification by City Secretary that a Candidate for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 is Unopposed

**BACKGROUND:**

Candidate for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 is Unopposed to-wit:

- One Council Member, Single District Four (4), for a term of 3 years; and

In order to cancel an election, the governing body **must first receive and accept** the certification that candidates in an election are unopposed and that no other issues or propositions are being presented at the election for consideration. The certification must come from the authority responsible for preparing the ballot and in a city election, that authority is the City Secretary.

After Council receives and formally accepts the certification, it must adopt an Order cancelling the election. The order must be adopted in an open session. Copies of the order must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

Certificates of Election should be prepared for each unopposed candidate, however, the certificates should not be issued until on or after Election Day. Candidates must wait until on or after Election Day to take the Oath of Office. Statement of Elected Officer may be signed prior to Election Day but is normally executed at the same time the Oath is administered.

**RECOMMENDATION:**

Accept letter of certification by the City Secretary.

**ATTACHMENTS:**

Letter of certification by the City Secretary.

**CERTIFICATION OF UNOPPOSED CANDIDATES**  
**THE CITY OF PORT LAVACA, TEXAS**  
**(CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN**  
**LA CIUDAD DE PORT LAVACA, TEXAS)**

To: Mayor and Members of the City Council  
City of Port Lavaca, Texas  
(Para: Alcalde y miembros del Consejo  
de la ciudad de Port Lavaca, Tejas)

I, Mandy Grant, certify that I am the City Secretary of the City of Port Lavaca, Texas and the authority responsible for preparing the ballot for the May 03, 2025 general city election.  
(Yo, Mandy Grant, certifica que soy la secretaria de la ciudad de Port Lavaca, Texas y la autoridad responsable de preparar la balota para la elección general de la ciudad del 3 de Mayo de 2025).

I further certify that no proposition is to appear on the ballot for the May 03, 2025 election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:  
(Certifico más lejos que no hay asunto aparecer en la balota para la elección del 3 de Mayo de 2025, ninguna persona he hecho un declaración de candidatura inscrita, y el candidato siguiente esta sin oposición):

OFFICE (CARGO)

CANDIDATE (CANDIDATO)

Council Member, District #4 (Miembro de Consejo, Distrito #4) Rosie Padron

**DATED this the 10<sup>th</sup> day of March, 2025 (FECHÓ esto el día 10 de Marzo de 2025)**



Mandy Grant, City Secretary  
(Mandy Grant, Secretaria de la ciudad)  
City of Port Lavaca, Texas (Ciudad de Port Lavaca, Texas)

NOTE: Copies Posted at Following Locations:  
(NOTA): (Copias fijadas en las localizaciones siguientes):

City of Port Lavaca City Hall  
Calhoun County Courthouse Lobby  
Calhoun County Clerk's Office

202 N. Virginia St.  
211 S. Ann Street  
211 S. Ann Street

Port Lavaca, Texas  
Port Lavaca, Texas  
Port Lavaca, Texas

## **COMMUNICATION**

**SUBJECT:** Consider adopting an order canceling part of the May 03, 2025 General Officers Election, specifically the Council Member Single District #4 position; and declaring unopposed candidate, Rosie Padron, duly elected as Council Member. Presenter is Mandy Grant

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## **INFORMATION:**

**ORDER OF CANCELLATION  
(ORDEN DE CANCELACIÓN)**

The City Council of the City of Port Lavaca, Texas hereby cancels the election scheduled to be held on May 03, 2025 in accordance with Section 2.053(a) of the Texas Election Code. The following candidate has been certified as unopposed and is hereby declared elected:

*(El Concejo Municipal de la Ciudad de Port Lavaca, Texas, cancela la elección programada para el 03 de mayo de 2025 de acuerdo con la Sección 2.053 (a) del Código Electoral de Texas. El siguiente candidato ha sido certificado como no oponible y por la presente se declara electo):*

<b>CANDIDATE (CANDIDATO)</b>	<b>OFFICE (OFICINA)</b>	<b>TERM (TÉRMINO)</b>
Rosie Padron	Council Member, District #4	3 years
	<i>(Miembro de consejo, distrito #4)</i>	<i>3 años</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

*(Una copia de esta orden será fijada el día de elección en cada lugar de la interrogación que habría sido utilizado en la elección).*

**DATED this the 10<sup>th</sup> day of March, 2025 (FECHÓ esto el día 10 de Marzo de 2025)**

\_\_\_\_\_  
Jack Whitlow,  
Mayor, City of Port Lavaca, Texas  
*(Alcalde, Ciudad de Port Lavaca, Tejas)*

SEAL (SELLO)

ATTEST: (ATESTIGÜE):

\_\_\_\_\_  
Mandy Grant,  
City Secretary  
*(Secretaria de la ciudad)*

# COMMUNICATION

**SUBJECT:** Consider Resolution No. R-031025-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 10, 2025. Presenter is Mandy Grant

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## INFORMATION:



**CITY OF PORT LAVACA**

**CC MEETING:** MARCH 10, 2025

**DATE:** 03/03/25

**TO:** Jody Weaver, Interim City Manager  
**cc:** Honorable Mayor And City Council Members

**FROM:** Mandy Grant, City Secretary 

**SUBJECT:** Resolution No. R-031025-1E, Appointing Election Judges for the May 03, 2025 City Officers General Election

**BACKGROUND:**

The City of Port Lavaca has chosen to have their General Officer’s Elections on the first Saturday in May of each year; therefore, Saturday, May 03, 2025, is the uniform date scheduled for the City of Port Lavaca General Officer’s election.

In accordance with the Texas Election Code, a presiding judge and an alternate presiding judge must be appointed for each election precinct [EC §32.001(a)]. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve [EC §32.001(b)]. In an election conducted by the presiding judge, the alternate judge serves as one of the clerks [EC §32.032].

The Early Voting Ballot Board (EVBB) shall also have a presiding judge and an alternate presiding judge.

**FINANCIAL IMPLICATIONS:**

There are sufficient funds in this fiscal year budgeted for expenses incurred.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

Elections determine the leadership of our City.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-031025-1E.

**ATTACHMENTS:**

Resolution No. R-031025-1E.

**RESOLUTION #R-031025-1E**

RESOLUTION TO APPOINT ELECTION OFFICERS; DESIGNATE EARLY VOTING BALLOT BOARD; SPECIFY COMPENSATION RATE OF ELECTION OFFICERS; ROLE OF CITY SECRETARY AND/OR ASSISTANT CITY SECRETARY; SPECIFY UNIFORM DATE OF MAY 03, 2025 TO HOLD GENERAL OFFICERS ELECTION IN THE CITY OF PORT LAVACA, TEXAS;

WHEREAS, in accordance with the City Charter of the City of Port Lavaca, the Texas Election Code and other applicable state and federal laws, the City Council of the City of Port Lavaca, Texas hereby has the authority to appoint the Election Officers for city elections.

WHEREAS, in addition, that the general officers' election has been ordered for Saturday, May 03, 2025 by Resolution No. R-011325-1E adopted on January 13, 2025.

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

SECTION 1. THAT, in accordance with the Texas Election Code, a presiding judge and an alternate presiding judge must be appointed for each election precinct [EC §32.001(a)]. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve [EC §32.001(b)]. In an election conducted by the presiding judge, the alternate judge serves as one of the election clerks [EC §32.032].

SECTION 2. THAT, such election shall be conducted by the City of Port Lavaca, with Early Voting Days, Extended Hours for Early Voting day on a Saturday and the main Election Day voting to be at the following polling places designated for each City election district and the following citizens, registered to vote in the city, are hereby appointed Election Officers to conduct said election:

- |                     |   |
|---------------------|---|
| All Polling Places: | City of Port Lavaca<br>City Hall - Main Lobby<br>202 N. Virginia Street<br>Port Lavaca, Texas 77979 |
| Augustin Rojas, Jr. | Presiding Judge   |
| Janie Delgado       | Alternate Judge   |
| Michael Moehler     | Presiding Judge for the Early Voting Ballot Board<br>and the Central Counting Station               |
| Mary Lou Tharling   | Alternate Judge for the Early Voting Ballot Board<br>and the Central Counting Station               |

SECTION 3 THAT, the Office of the City Secretary of the City of Port Lavaca shall consist of the City Secretary and/or the Assistant City Secretary and shall perform all duties necessary to conduct the general officers' election.

SECTION 4. THAT, the Office of the City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required the Texas Election Code [EC §32.009].

If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the Office of the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

SECTION 5. THAT, the Presiding Judge shall have the authority to appoint two (2) clerks to assist in the holding of such election. Said election officers shall also serve as the Early Voting Ballot Board (EVBB) for such election. The Central Counting Station will be in the City Hall Conference Room.

SECTION 6. THAT, the Election Judge(s) shall be compensated at an hourly rate of \$12.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$11.00 as provided by the State Election Code [EC §32.091(a)].

SECTION 7. THAT, the City Secretary is hereby appointed the Elections Clerk for early voting; and the Assistant City Secretary is hereby appointed the Deputy Election Clerk for early voting in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting days and election day is hereby designated as the City of Port Lavaca, City Hall - Main Lobby, 202 N. Virginia Street, Port Lavaca, Texas.

SECTION 8. THAT, the Mayor is authorized to sign Writ of Election to the Presiding Judge.

SECTION 9. THAT, this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 10<sup>th</sup> day March, 2025.

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

ATTEST:

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



# **COMMUNICATION**

**SUBJECT:** Consider Resolution No. R-031025-2 of the City of Port Lavaca declaring April 2025 as Fair Housing Month. Presenter is Jody Weaver

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## **INFORMATION:**

**RESOLUTION NO. R-031025-2**

A RESOLUTION OF THE CITY OF PORT LAVACA, CALHOUN COUNTY, TEXAS, PROCLAIMING THE MONTH OF APRIL 2025 AS FAIR HOUSING MONTH.

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

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

THAT, WE, do proclaim April as Fair Housing Month in City of Port Lavaca and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

**PASSED AND APPROVED** on this 10th day of March 2025.

ATTEST:

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

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

# COMMUNICATION

**SUBJECT:** Consider Resolution No. R-031025-3 of the City of Port Lavaca, Texas, authorizing Signatories for the Texas Community Development Block Grant (TxCDBG) Program. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025**

**AGENDA ITEM:**

**DATE:** 02.10.2025

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

**FROM:** KATERYNA THOMAS, GRANTS AND CIP COORDINATOR

**SUBJECT:** CONSIDER APPROVAL OF RESOLUTION R-031025-3 AUTHORIZING  
SIGNATURES THE TEXAS COMMUNITY DEVELOPMENT BLOCK PROGRAM.

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The City of Port Lavaca has been awarded a 2024 Texas Community Development Block program (TxCBDG) from the Texas Department of Agriculture (TDA) for Sewer improvements on La Salle Street from Live Oak to Austin and on Trinity Street from Main St. to Center St.

The City of Port Lavaca is awaiting the formal contract from TDA, but prior to the execution of the contract, TDA requires the City to approve this Resolution of Authorizing Signatures, that authorizes designated individuals to sign official documents, agreements, and financial instruments on behalf of the City. The approval of this resolution will ensure the efficient and proper execution of official matters related to the CDBG grant, in accordance with our governance policies.

**RESOLUTION NO. R- R-031025-3**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS, AUTHORIZING THE CITY OF PORT LAVACA REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY OF PORT LAVACA'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of The City of Port Lavaca desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of The City of Port Lavaca to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of The City of Port Lavaca is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City of Port Lavaca's participation in the Texas Community Development Block Grant Program:

- The Mayor shall serve as The City of Port Lavaca's Chief Executive Officer and Authorized Representative to
  - Execute a grant application and any subsequent contractual documents,
  - Certify environmental review documents between the Texas Department of Agriculture and The City of Port Lavaca, and
  - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
  - Be assigned the role of Authorized Official in the TDA-GO grant management system.
  
- In addition to the above designated officials, should any grant be funded the Mayor, City Manager, and Finance Director are authorized to
  - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
  - Prepare and submit other financial documentation, and
  - Be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

PASSED AND APPROVED this 10th day of March, 2025.

ATTEST:

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

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

# COMMUNICATION

**SUBJECT:** Consider Resolution No. R-031025-4 of the City of Port Lavaca, Texas, to reaffirm required Texas Community Development Block Grant (TxCDBG) Civil Rights Policies. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025****AGENDA ITEM:****DATE:** 03.04.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CONSIDER APPROVAL OF RESOLUTION REGARDING CIVIL RIGHTS FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK PROGRAM.

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The City of Port Lavaca has been awarded a 2024 Texas Community Development Block program (TxCBDG) from the Texas Department of Agriculture (TDA) for Sewer improvements on La Salle Street from Live Oak to Austin and on Trinity Street from Main St. to Center St.

The City of Port Lavaca is awaiting the formal contract from TDA, but prior to the execution of the contract, TDA requires the City to approve the Resolution regarding Civil Rights for the Texas Community Block Program. This Resolution regarding Civil Rights affirms the City's commitment to upholding civil rights and ensuring compliance with all applicable federal, state, and local laws. It reinforces our dedication to preventing discrimination and promoting inclusivity in all programs, services, and employment practices.

**RESOLUTION NO. R-031025-4**  
**Regarding Civil Rights**  
**The City of Port Lavaca, Texas**

WHEREAS, The City of Port Lavaca, Texas, (hereinafter referred to as “City of Port Lavaca”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”); and

WHEREAS, The City of Port Lavaca, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, The City of Port Lavaca, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, The City of Port Lavaca, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area; and

WHEREAS, The City of Port Lavaca, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, The City of Port Lavaca, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and

WHEREAS, The City of Port Lavaca, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds and

WHEREAS, The City of Port Lavaca, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

WHEREAS, The City of Port Lavaca, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.



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

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002);
5. Fair Housing Policy (Form 1015);

The City of Port Lavaca reaffirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 Economic Opportunity;
7. Limited English Proficiency (LEP); and
8. Affirmative Further Fair Housing

WITNESS MY HAND AND SEAL OF OFFICE this 10th day of March, 2025.

PASSED AND APPROVED this 10th day of March, 2025.

ATTEST:

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

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

## **COMMUNICATION**

**SUBJECT:** Consider Resolution No. R-031025-5 of the City of Port Lavaca, Texas, to renew the application with the Texas Department of Housing and Community Affairs (TDHCA) to continue participation in the HOME Investment Partnerships Program, Homeowner Reconstruction. Presenter is Jody Weaver

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## **INFORMATION:**

CITY OF PORT LAVACA  
CALHOUN COUNTY, TEXAS  
RESOLUTION NO. R-031025-5

**WHEREAS**, the Texas Department of Housing and Community Affairs (TDHCA) has notified the public of a funding availability to benefit low-income residents of the State of Texas communities through the Texas HOME Investment Partnerships Program; and

**WHEREAS**, the City of Port Lavaca has identified significant housing needs, particularly for the reconstruction of owner-occupied housing; and

**WHEREAS**, the City of Port Lavaca wishes to assist low-income homeowners with safe, decent, sanitary and affordable housing, and at the same time enhance the health, economic, and aesthetic quality of the community:

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

**ONE**, the City of Port Lavaca, acknowledges and approves that an application be completed and submitted to the TDHCA to participate in the HOME Investment Partnerships Program, Homeowner Reconstruction Assistance Program.

**TWO**, the City of Port Lavaca will utilize general funds in the amount of \$40,000 as cash reserve to utilize during the agreement term for eligible program costs before reimbursements are received from the State of Texas HOME Program.

**THREE**, HOME Program Match, if applicable, will be provided in accordance to 10 TAC 23 in the amount of Eleven percent (11%) of project hard costs per household assisted through the Texas HOME Program, in the form of waived fees, cash, leverage, and other forms of eligible match.

**FOUR**, the City of Port Lavaca designates JoAnna P. “Jody” Weaver, Interim City Manager, as the person authorized to represent the City of Port Lavaca in all matters related to the HOME Program and, with signature authority to sign all forms and documents related to the administration of the HOME Program, including loan documents, grant agreements and the Reservation System Participation Agreement and/or Contract, unless otherwise stated.

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF MARCH, 2025.

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

ATTEST:

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

## **COMMUNICATION**

**SUBJECT:** Consider First reading of an Ordinance (S-1-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan

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## **INFORMATION:**

**ORDINANCE NO. S-1-25**

**AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS FOR AMENDMENT(S) TO THE BASE ORDINANCE NO. S-2-24 FOR 2024-2025 FISCAL YEAR BUDGET; PROVIDING FOR BUDGET AMENDMENT(S); PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of Port Lavaca’s current 2024-2025 Annual Budget was passed and approved by Base Ordinance No. S-2-24 on September 16, 2024; and

**WHEREAS**, department specific equipment, projects, and staffing are each an integral part of the annual budget and efficient and productive operations for the City as a whole; and

**WHEREAS**, staff recommends the various changes and amendments to the original budget to meet the challenges that serve a municipal purpose and have arisen since the original budget adoption, as authorized by Local Government Code Section 102.010; and

**WHEREAS**, the City Council has determined that this budget amendment is necessary and proper, serves a municipal purpose and will help the City better protect the health, safety and welfare of the general public.

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

**SECTION 1:** The City Council of the City of Port Lavaca, Texas does hereby approve an amended budget for the City of Port Lavaca General Fund for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, as set forth in the attached Exhibit A Budget Amendment.

**SECTION 2:** That all other portions of the original adopted budget shall remain as adopted.

**SECTION 3:** Severability. Should any section, subsection or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the Ordinance as a whole or any other remaining portions of this Ordinance.

**SECTION 4:** Repeal. This Ordinance shall be cumulative of all provisions of ordinances of the City of Port Lavaca, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 5:** Effective Date. This ordinance shall take effect from and after the earliest date provided by law following its adoption and publication as provided by law.

FIRST READING this 10th day of March, 2025

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

SECOND AND FINAL READING this 14<sup>th</sup> day of April, 2025

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

APPROVED AND ADOPTED this 14<sup>th</sup> day of April, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECORD OF VOTE

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

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



## **COMMUNICATION**

**SUBJECT:** Consider First reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates; and providing an effective date. Presenter is Brittney Hogan

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## **INFORMATION:**



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**MEETING:** March 10, 2025  
**DATE:** 3.06.2025  
**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**FROM:** JODY WEAVER, INTERIM CITY MANAGER  
**SUBJECT:** Amendments to Appendix A – Rates and Fees Ch. 32 Parks and Rec plus Bauer Community Center

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- 1) At the February Council meeting, the Council expressed interest in accepting the recommendation of the Parks Board and reinstating the 6-month stay limit for Hill site RV spaces at the Lighthouse Beach Campground.

The proposed ordinance amends the current ordinance to change the Maximum Monthly Stay for the Hill Sites at the LHB Campground from 3 months to 6 months.

- 2) With the contract award this evening for the installation of a Vehicle Entry Management System for Lighthouse Beach Park (Entry Gate system), we should have this operational by early summer. The current rate schedule for Lighthouse Beach passes is:
  - Annual day pass - \$25.00
  - Annual senior pass - \$20.00
  - Day pass - \$5.00
  - Day pass bus non-school - \$45.00

For comparison the entry fees at the Rockport Beach is \$10 for a Day pass and \$40 for an annual pass.

I recently reviewed the discussion during the workshop last year on this topic and it seemed that consensus was to leave the \$5 day pass as is, but there was some discussion about possibly increasing the cost for an annual pass. Staff is suggesting to amend the rate for an Annual day pass from \$25.00 to \$40.00. This is a First reading. We will discuss this with the Parks Board at the March Parks Board meeting and share their comments with Council at the Second reading.

- 3) The rental rules for the Bauer Community Center prohibit the use of a Fog or Smoke machine and prohibit any open flames/sparklers or fireworks. (Sterno for the caterers is permitted). These policies have on occasion been violated, but there is no specified violation fee outlined in Appendix A. Staff is recommending to amend Appendix A under the Bauer Community Center to state that the violation of these two policies will result in a forfeiture of the full deposit amount.

**ORDINANCE #G-1-25**

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

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

- Chapter 32: Parks and Recreation
- Sec. 32-71 (e) Lighthouse Beach and RV Park
  - Hill Sites – Maximum Monthly Stay
- Sec. 32-71 (d) Annual Day Pass
  - Dump Station (Delete)
  - Pavilion Rentals per Day
    - (Bayfront Peninsula Pavilion Area 1)
    - (Bayfront Peninsula Pavilion Area 3)
  - Pavilion Deposits per Event
    - Lighthouse Beach Pavilion)
    - (Bayfront Peninsula Pavilion Area 3)
- Bauer Community Center Rental Rates
  - Violation of No-Fog/Smoke-Machine Policy
  - Violation of No-Open-Flame/Sparkler/Firework Policy

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10th day of March, 2025.

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

SECOND AND FINAL READING this 14<sup>th</sup> day of April, 2025.

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

APPROVED AND ADOPTED this 14th day of April, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECORD OF VOTE

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

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

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

**EXHIBIT A**

**CHAPTER 32 – PARKS AND RECREATION**

Section No.	Subject	Fee Amount
	<i>Hill sites:</i>	
	<i>Daily rates:</i>	\$70.00
	<i>Weekly rates:</i>	\$375.00
	<i>Monthly Rate:</i>	\$650.00
	Maximum Monthly Stay	<del>3 months</del> 6 months
	<i>Waterfront Sites:</i>	
	<i>Daily rates:</i>	\$75.00
	<i>Weekly rates:</i>	\$380.00
	Maximum Weekly Stay	2 weeks
	<i>Lighthouse Beach and RV Park other fees:</i>	
	<i>Tent sites Daily Rates</i>	\$25.00
	<i>Miscellaneous rates:</i>	
32-71(e)	Annual day pass	<del>\$25.00</del> \$40.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day pass bus non-school	\$45.00
	<del>Dump station</del>	<del>\$40.00</del>
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20-day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	<del>\$150.00</del> \$200.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	<del>Bayfront Peninsula Pavilion Area 3</del>	<del>\$2,000.00</del>
	<i>Pavilion deposits: per event</i>	
	<del>Lighthouse Beach Pavilion</del>	<del>\$150.00</del>
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	<del>Bayfront Peninsula Pavilion Area 3</del>	<del>\$2,000.00</del>
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)

(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; [Ord. No. G-8-15](#), 9-14-2015; [Ord. No. G-1-18](#), art. II, 1-8-2018; Ord. No. [G-2-20](#), § II, 4-13-2020; Ord. No. [G-3-21](#), art. II, 5-10-2021; [Ord. No. G-5-24](#), art. II (Exh. A), 6-10-2024)

**Note**— The dump station is only for RV Black Water waste disposal. No drums or other types of containers permitted.

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

Section VIII. Item #13.

**BAUER COMMUNITY CENTER RENTAL RATES**

<b>Subject</b>	<b>Fee Amount</b>	
<b>Building Rental Rates and Deposits</b>		
	<i>Rental Fee</i>	<i>Deposit</i>
<b>Entire Building</b>		
Weekend Rate — Single Day Fri, Sat, or Sun	\$1,250.00	\$1,000.00
Weekend Rate — Two Day Fri—Sat, or Sat—Sun	\$2,000.00	\$1,000.00
Weekend Rate — Three Day Fri—Sun	\$2,500.00	\$1,000.00
Weekday Rate — Single Day Mon—Thurs	\$750.00	\$750.00
Weekday Rate — Single Day for Non-Profits Mon—Thurs	\$600.00	\$600.00
Weekday Rate — Multiple Days Mon—Thurs	\$600.00	\$600.00
<b>Side Rooms</b>		
<b>Daily Rate</b>		
Room 1	\$200.00	\$200.00
Room 2	\$200.00	\$200.00
Room 1 and Room 2 combo	\$300.00	\$300.00
Catering Kitchen	\$200.00	\$200.00
Violation of No Glass Beer Bottle Policy		\$300.00 deducted from deposit
Violation of No Food/Grease disposal in sink		\$300.00 deducted from deposit
Violation of No Fog/Smoke Machine Policy		Forfeiture of full Deposit
Violation of No Open Flame/Sparkler/Firework Policy		Forfeiture of full Deposit
<b>Luncheon Rate</b>		
90 minutes (including setup)	Not to exceed 50 people	
Room 1	\$25.00	\$100.00
Repeat Rentals	(12 times per year)	10% off regular rental fees

Exhibit A to Ordinance G-1-25  
Amend Appendix A Base Fee Ordinance  
mos/Ordinances\2025 Ordinances  
Passed and Adopted 04-14-25  
Recorded Vol. 3-I, Page

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

Section VIII. Item #13.

**BAUER COMMUNITY CENTER RENTAL RATES (Cont.)**

Subject	Fee Amount	
<b>Conference Room</b>		
Mon — Fri 8 a.m. — 5 p.m.	\$25.00 per 4 hours	Holds 12— 15 people
<b>Accessory Item Fees</b>		
Portable Staging (10 sections)	\$25.00 per each 4×8 section	
Marquee Advertising	\$20.00 per day	
Audio System/Microphones		\$500.00 Deposit
Piano Rental	\$100.00	
Projector Screen	No Charge	
<b>Setup/Teardown Time</b>		
Day Prior of Event (Rehearsal/Decorating Fee)	\$500.00	
<b>Storage Fee</b>		
Assessed for materials and/or equipment remaining on premises after lease terminates	\$50.00 per day	
<b>Late Hours Extension Fee</b>		
Assessed for use beyond contracted one-hour grace period	\$100.00 per one-quarter hour	
<b>Late Payment Fee</b>		
Past due accounts of 30 days	\$25.00	

(Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; [Ord. No. G-8-15](#), 9-14-2015; [Ord. No. G-2-17](#), art. II, 9-11-2017; Ord. No. [G-3-19](#), art. II, 4-8-2019; [G-7-23](#), art. II (Exh. A), 9-11-2023)

End of Exhibit A

## **COMMUNICATION**

**SUBJECT:** Consider First reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date. Presenter is Brittney Hogan

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025**

**DATE:** 02/24/2025

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

**FROM:** BRITTNEY HOGAN, FINANCE DIRECTOR

**SUBJECT: AMENDMENT TO ORDINANCE FOR ADDING A HIDDEN WATER LEAK POLICY**

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**Background:**

The City currently has no policy in place to adjust a customer's bill for "hidden water leaks", which are leaks that are not visible or easily detectable. A typical example of a hidden leak is a slow leak under a concrete slab. By definition, hidden leaks are difficult to find and typically require a lot of investigation. The City recognizes that such leaks, once found may be costly for the homeowner to repair on top of having to pay a very high-water bill. The Finance Committee has considered this and recommended that staff propose a policy to provide some level of relief for our water customers that receive a high-water bill as a result of a truly hidden water leak. Such relief would require documentation that the leak has been fully repaired. Providing such incentives to repair water leaks promptly will reduce our overall water demand, which greatly assists in the City's goal of water conservation and drought management in addition to providing the customer with a form of relief.

The proposed policy allows a customer to request an adjustment to their account if they experience a water leak when there is no visible evidence of a leak underground, behind walls, or under a concrete slab or pavement.

The proposed policy as written provides an adjustment of 50% of what is calculated as the leak volume. Staff has found that 50% is the amount utilized by most Cities that have such a policy. It's worth noting that with the new DropCountr tool available and the commitment from Mueller that any downtime on our communication with meters should be limited to days not months, hidden leaks should not go unnoticed for an extended period of time.

**Budgetary Impact:**

Any water leak adjustments made within FY 2024-2025 will be used with the budgeted funds from the contingency line item in the Public Utility Fund. In future budget years the proposal is to set aside a dedicated line item in the budget specifically for these adjustments in the Public Utility Fund.

**Recommendation:**

Staff recommends City Council approve the amendment to the ordinance adding a policy for hidden water leak adjustments.



## ORDINANCE NO. G-2-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS CHAPTER 50 – UTILITIES, ARTICLE II. - WATER, DIVISION 2. – WATER SERVICE, SEC. 50-46 – LEAK ON CUSTOMER'S SIDE OF METER; PROVIDING FOR PURPOSE OF ORDINANCE; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

### **SECTION 1: Purpose.**

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 26 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

### **SECTION 2. Severability.**

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

### **SECTION 3. Penalties**

Penalties are provided for in the attached Exhibit A and all fees are to be listed in Appendix A of the City of Port Lavaca Code of Ordinances.

### **SECTION 4. Ordinances in Conflict**

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

### **SECTION 5. Effective Date**

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10th day of March, 2025.

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

SECOND AND FINAL READING this 14<sup>th</sup> day of April, 2025.

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

APPROVED AND ADOPTED this 14th day of April, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECORD OF VOTE

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

Amends Ordinance G-4-08

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

**EXHIBIT A**

**CHAPTER 50 – UTILITIES; ARTICLE II. – WATER; DIVISION 2. WATER SERVICE**

**Sec. 50-46. ~~Leak on customer's side of meter.~~ Leaks & Leak Adjustments**

**(A) Responsibility for water leakage:**

The contract between the customer and the city is for the delivery of water to the customer's side of the meter and the customer will be billed for and held responsible for water delivered through the meter. The city shall not be responsible for the loss of water or damage to property by reason of leaks in pipes or plumbing on the customer's side of the meter; and if the water so delivered and billed by the city is not paid for in accordance with the rates provided in appendix A to this Code when it becomes due, service shall be discontinued by the city water department and not turned on again until all fees and penalties are paid. In accordance with the City's Water Leak adjustment policy, customers may make a written request for an adjustment due to a Hidden Water Leak as defined in the policy by completing the request form and submitting it to the Utility Billing department. All requests are subject to City Manager or designees' approval.

**(B) Water Leak Adjustment Policy:**

- 1) Customers who have experienced water loss due to a HIDDEN WATER LEAK may request an adjustment to their account. A Hidden Water Leak is defined as a water leak where **there is no visible evidence of a leak**, which is found to exist on the private side of the meter in the following circumstances:
  - a. Underground
  - b. Behind walls
  - c. In or under a concrete slab or pavement
- 2) The adjustment must be received in writing with proof of repairs (plumbing invoices or receipt of plumbing supplies) and the daily water meter readings must show that the leak no longer exists. The request for this adjustment must be made within 3 months of the repair date.
- 3) The adjustment will be made at one-half of the calculated Leak volume. The leak volume shall be calculated by subtracting the average metered water use from the total metered water use during the leak period. The average metered water use shall be determined by averaging the metered water use over the six months prior to the leak period, with consideration of prior years' usage during the same months, as applicable to account for seasonal water use.
- 4) Current water rates will be used to determine the amount to be adjusted to the customer's account.

- 5) The adjustment is available only as a credit to the customer's account. Accounts receiving a leak adjustment are ineligible for another water leak adjustment for the next 12 months.
- 6) An account may not qualify for a water leak adjustment if during the high-water volume period the customer:
  - a. Failed to provide documentation that a leak was repaired,
  - b. Filled a swimming pool,
  - c. Established new landscape (New sod, new trees, shrubs, etc.), or
  - d. Received a water leak adjustment in the previous 12 months.

(Ord. No. G-4-08 , § 9, 9-9-2008)

END OF EXHIBIT A



**CITY OF**  
**PORT LAVACA**

202 N. Virginia, Port Lavaca, Texas 77979  
Main Number: 361-552-9793

[www.portlavaca.org](http://www.portlavaca.org)  
Main Facsimile: 361-552-6062

**For Internal Use Only:**  
**Received By:**  
**Received Date:**  
**Signature of Approver:**

Section VIII. Item #14.

**Request for Water Credit due to Hidden Leak**

**Customer Information**

Name: \_\_\_\_\_  Residential  Commercial

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

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Type of Leak**

Underground Date Leak Found: \_\_\_\_\_

Behind a Wall Date Leak Fixed: \_\_\_\_\_

In the Slab

**Supporting Documentation**

Describe the location and discovery of the leak (Attach photos of the leak if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What recourse was taken to repair the leak? (Provide copy of receipt for repairs, plumbing invoice, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certification**

I certify that the above information contained in and associated with this request is, to the best of my knowledge, correct and represents a complete and accurate statement. By signing below, I agree to allow the City of Port Lavaca staff or inspector on site to review and verify the above information (as needed). *I acknowledge that the City will not process my request until all necessary documentation and information is submitted.*

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

## **COMMUNICATION**

**SUBJECT:** Consider approval of the replacement of a 15 Ton Gas Heating and Air Conditioning Unit for City Hall. Presenter is Derrick Smith

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## **INFORMATION:**

CITY OF PORT LAVACA

MEETING: MARCH 10, 2025 AGENDA ITEM \_\_\_\_\_

DATE: 03.03.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider approval of the replacement of a 15 Ton Gas Heating and Air-Conditioning Unit for City Hall.

In the past couple of months, City Hall has been having issues with the Roof-Top Unit (RTU) that provides heating and cooling to the northwest side. This includes the main foyer area, women’s bathrooms and the offices parallel to N. Virginia Street. After visiting with the service technician, the following items need to be addressed:

- 1. The heat exchanger is in need of replacement.
- 2. The compressor will need to be replaced soon.
- 3. Years of high winds have resulted in the coils being damaged by sand and debris.

A rough estimate to replace the compressor alone would be \$10,000.

The other additional repairs could result in a cost greater than a new unit.

Effective January 1, 2025, the EPA mandated that all new RTUs be manufactured using a new type of refrigerant that cannot be retrofitted to existing equipment. Installation of RTUs with the existing refrigerant will be allowed to be installed until January 1, 2026. The refrigerant will also be allowed to be produced until 2037. The new refrigerants are classified as low flammability. Therefore, numerous sensors are installed for leak detection and shutting the system down to prevent combustion.

The new safety features and availability of the new units are a concern. With the hot season coming up, there may be a significant delay in availability and more safety features could result in more costly repair issues.

Another concern is the price. Updated standards and new technology could result in a rise in price. Also, the apron that the unit mounts to on the roof will have to be replaced. The approximate cost of apron replacement will be \$4,000.

Waiting until more is known about the new systems could save the city money and aggravation. Furthermore, the existing system has been working on “borrowed” time. **Therefore, it is staff’s recommendation that Coastal Refrigeration be awarded the bid in the amount of \$26,242.00 to replace the entire RTU with the same type of refrigerant and using the existing apron.**

Attached are three quotes from local contractors.

 Outlook

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rtu

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**From** Linda Hobizal <coastalrefrigeration2021@gmail.com>

**Date** Tue 2/4/2025 9:49 AM

**To** Derrick Smith <dsmith@portlavaca.org>

This company will replace the back RTU at city hall for \$26242.00 this includes the crane use for installation, this unit is still available at this time, let us know asap if you would like to proceed. thank you Jack Glover (Coastal Refrigeration)



# ESTIMATE

American Construction LLC  
124 S Virginia St  
Port Lavaca, TX 77979-4453

reyesjosh2015@gmail.com  
+1 (361) 920-7992



**Bill to**  
City of Port Lavaca  
202 N Virginia  
Port Lavaca, TX 77979  
United States

**Ship to**  
City of Port Lavaca  
202 N Virginia  
Port Lavaca, TX 77979  
United States

### Estimate details

Estimate no.: 1399  
Estimate date: 01/31/2025  
Expiration date: 02/28/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Sales	Carrier 15 Ton Gas RTU System 208/230-3 Freon: R410A  Warranty: 1 Year Parts 5 Year Compressor 1 Year Labor  Misc Material Included  Crane will be used to hoist existing and new system.  Labor & Materials Included	1	\$34,500.00	\$34,500.00
				<b>Total</b>	<b>\$34,500.00</b>

Expiry date: 02/28/2025

Accepted date

Accepted by

**HAYES ELECTRIC SERVICE**

814 W. MAIN PORT LAVACA, TX. 77979  
 Phone: (361) 552-9538 Fed Tax ID: 74-2237137

Section VIII. Item #15.

#: **A2250206-02**

Page 1 of 1

**SOLD TO:** CITY OF PORT LAVACA  
 C1610 ACCTS. PAYABLE  
 202 N. VIRGINIA STREET  
 PORT LAVACA, TX. 77979  
 (361) 552-9793

**Job Location:**  
 CITY HALL BUILDING—PRICE TO REPLACE 15  
 TON ROOFTOP UNIT

QUOTE DATE	YOUR ORDER #	PAYMENT TERMS	SALESMAN	WORK ORDER #	TEC(S)	
2/6/2025		NET 10th	JLM			
Quantity	Item #	Description	Disc	Tax	Price	Amount
1.0	SPL	A NEW CARRIER 15 TON ROOFTOP PKG UNIT	0.0%	<input type="checkbox"/>	\$0.00	\$0.00
1.0	SPL	LOUVERED OUTDOOR COILGUARD	0.0%	<input type="checkbox"/>	\$0.00	\$0.00
1.0	SPL	MANUAL OUTSIDE AIR DAMPER	0.0%	<input type="checkbox"/>	\$0.00	\$0.00
1.0	SPL	REMOVAL OF EXISTING 15 TON UNIT	0.0%	<input type="checkbox"/>	\$0.00	\$0.00
1.0	SPL	INSTALLATION OF A NEW 15 TON UNIT	0.0%	<input type="checkbox"/>	\$0.00	\$0.00
1.0	SPL	TOTAL COST	0.0%	<input type="checkbox"/>	\$39,990.00	\$39,990.00

**Comments:** ..Hayes Electric Service thanks you for the opportunity to bid this project..Should you have any questions regarding this Quotation, please feel free to call our company ..

<b>SUBTOTAL:</b>	\$39,990.00
<b>FREIGHT:</b>	\$0.00
<b>8.25% TAX:</b>	\$0.00
<b>OTHER:</b>	\$0.00
<b>TOTAL:</b>	\$39,990.00

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, Tx 78711, 1-800-803-9202 License #'s TECL18340 and TACLA004564C..All past due accounts may be subject to a service charge...Due and payable in Port Lavaca, Tx. 77979, Calhoun County.

# COMMUNICATION

**SUBJECT:** Consider recommendation of the Planning Board of a conceptual plan to subdivide the property described as A0035 Maximo Sanchez, Tract Pt 26, Acres 6.00. Parcel ID# 38063. Presenter is Derrick Smith

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## INFORMATION:

CITY OF PORT LAVACA

MEETING: MARCH 10, 2025 AGENDA ITEM \_\_\_\_\_  
DATE: 03.03.2025  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval of a conceptual plan to subdivide the property described as A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 6.00. Parcel ID# 38063.

**Sec. 42-5(a). – Policy.**

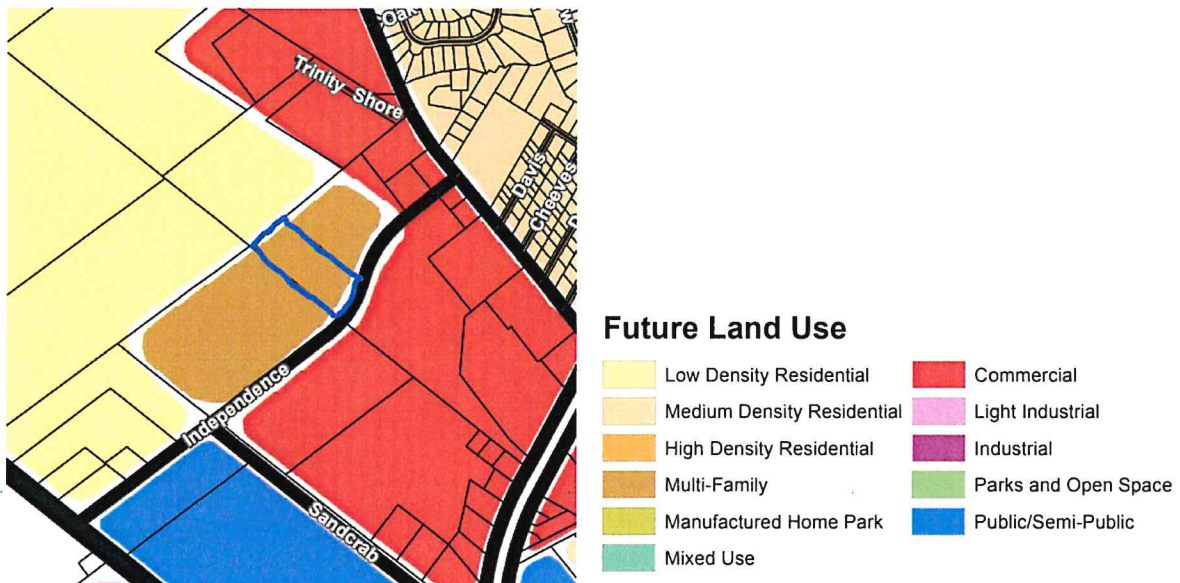
It shall be unlawful for any owner or agent of any owner of land to lay out, subdivide, plat or replat any land into lots, blocks, and streets within the jurisdictional area of this chapter without the proper approval of the planning commission. It shall be unlawful for any such owner or agent to offer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

*The purpose of the subdivision request is for future residential development. The property is designated as “Multi-Family” in the Future Land Use Plan.*

**Future land Use Map**

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

The Future Land Use Map designates this area as Multi-Family.



**Staff Recommendation:** APPROVAL. The request would meet the intent of future development within that area.

**Planning Board:** The Planning Board recommends APPROVAL of the conceptual site plan.

**Attachments:**

- Calhoun County Appraisal District Parcel Summary
- Conceptual site plan

## Calhoun CAD Property Search

**INSTRUCTIONS FOR PAYING OR PARTIALLY PAYING PRIOR YEARS TAXES**

To pay prior years taxes you will need to expand the property by clicking anywhere on the property to the right of the "\$Pay Taxes" box. A list of the prior year taxes will be listed towards the bottom of the page. Select the "\$Pay" box next to the year you would like to pay. Selecting pay will add the selected year to the payment cart. You may add multiple years to the payment cart. Once the taxes have been moved to the payment cart click the "In Cart" box located at the top of the page. You may partially pay any year in the cart by changing the "Subtotal" amount next to the year you are partially paying. Once all payment amounts have been entered, please click the "Checkout" box at the bottom of the page. If you have any questions about this process, please call our office at (361) 552-4560.

## Property Details

**Account**

**Property ID:** 38063 **Geographic ID:** A0035-00000-0101-00  
**Type:** R **Zoning:**  
**Property Use:** **Condo:**

**Location**

**Situs Address:** INDEPENDENCE RD PORT LAVACA, TX 77979  
**Map ID:** A0035-00090-0012-00 **Mapsco:**  
**Legal Description:** A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 6.00  
**Abstract/Subdivision:** A0035  
**Neighborhood:** (1565) PORT LAVACA EAST

**Owner **

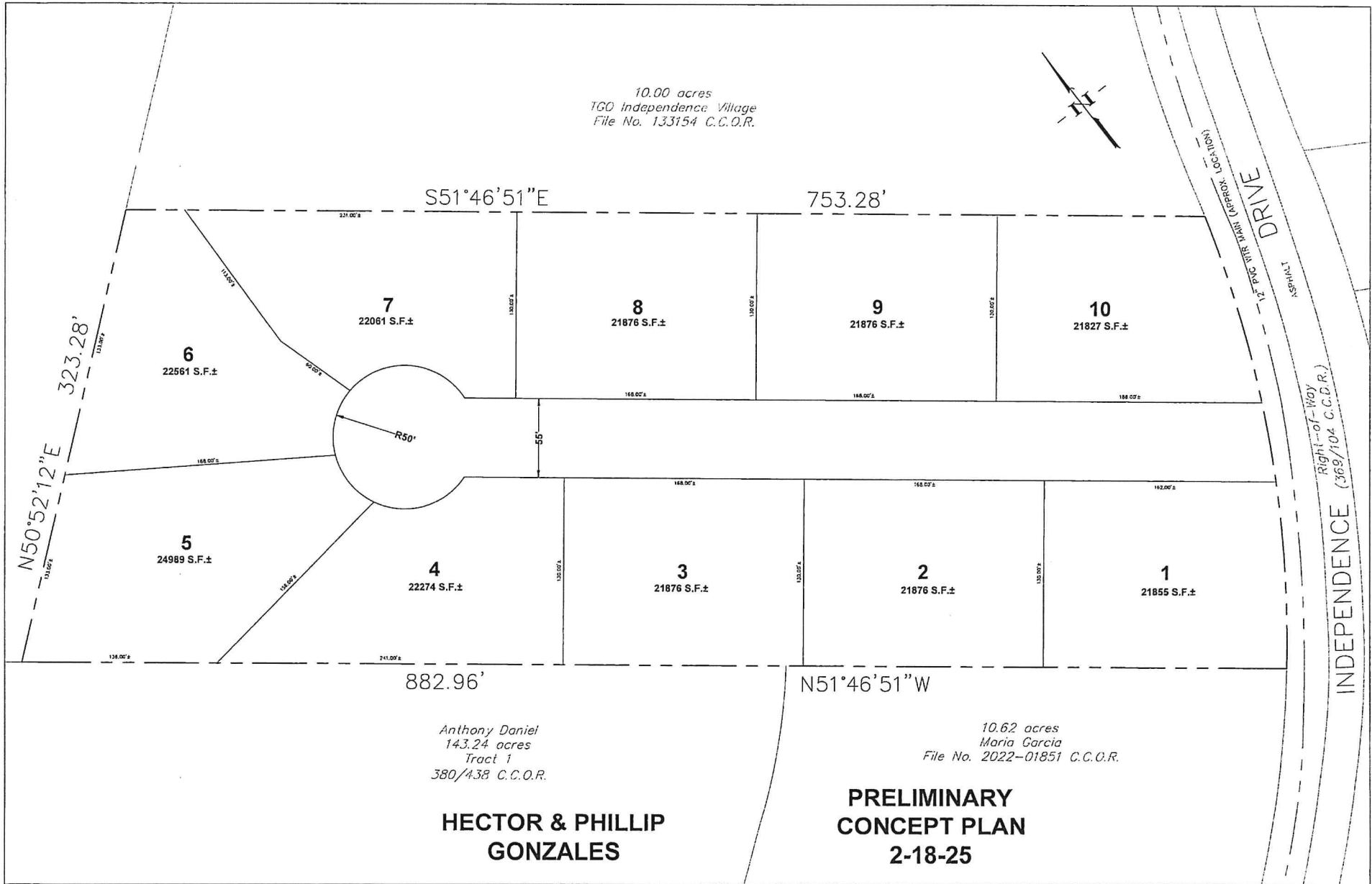
**Owner ID:** 107257  
**Name:** GONZALES HECTOR A  
**Agent:**

**Mailing Address:** 1204 BURKEDALE DR  
 PORT LAVACA, TX 77979

**% Ownership:** 100.0%

**Exemptions:** For privacy reasons not all exemptions are shown online.

## Property Values



## **COMMUNICATION**

**SUBJECT:** Consider recommendation of the Planning Board of a conceptual plan for a Recreational Vehicle Park located on the 1100 Block of South Virginia Street, the legal description is A0035 Maximo Sanchez, Tract Pt 63, Acres 4.22, Parcel ID# 39082. Presenter is Derrick Smith

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## **INFORMATION:**



CITY OF PORT LAVACA

MEETING: MARCH 10, 2025 AGENDA ITEM \_\_\_\_\_

DATE: 03.03.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval of a conceptual plan for a Recreational Vehicle Park located on the 1100 Block of South Virginia St. The legal description is A0035 MAXIMO SANCHEZ, TRACT PT 63, ACRES 4.22. Parcel ID# 39082.

**Sec. 26-6(5)a. – Manufactured housing parks.**

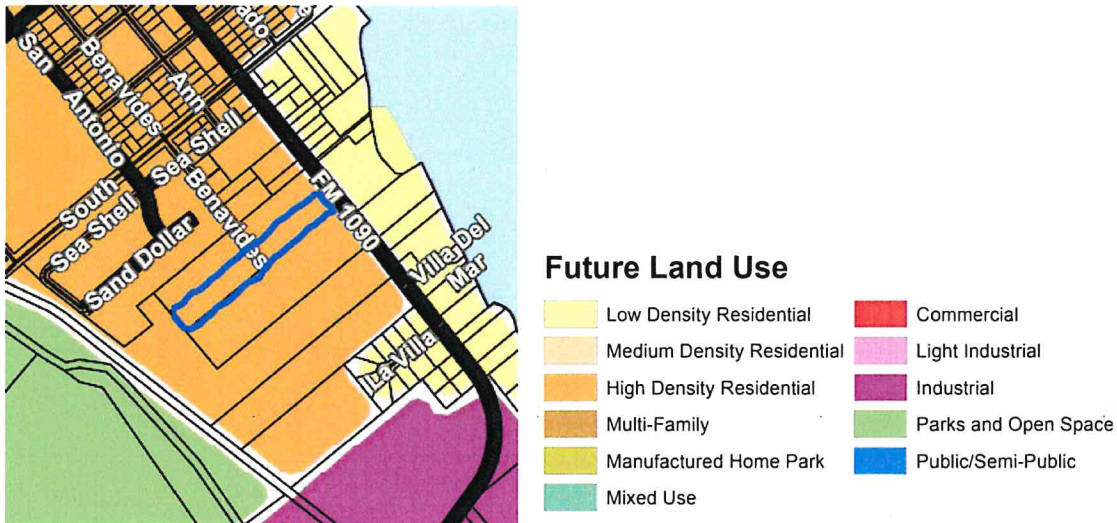
Manufactured housing parks shall be constructed in areas recommended by the planning commission and approved by city council, in accordance with the currently adopted City of Port Lavaca Future Land Use Plan.

*The applicants are proposing a new RV Park with plans of adding tiny homes for rent in the future. The applicants are planning to have the development done in phases. A rough drawing of the layout of Phase I and Phase II are attached. Phase III will be the addition of tiny homes for rent. As shown below, the property is designated as “High Density Residential” in the Future Land Use Plan. According to the Calhoun CAD, the property is currently owned by Joseph Garcia.*

**Future land Use Map**

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

The Future Land Use Map designates this area as High Density Residential.



**Staff Recommendation:** DENIAL\*. The request does not comply with the Future Land Use Plan.

\*Consideration of approval may need the revision of the City's plan for future development in that area.

**Planning Board:** The Planning Board did express concerns of approving the placement of a Recreational Vehicle Park within an area planned for residential use in the Future Land Use Plan. Therefore, the board recommended DENIAL of the request.

**Attachments:**

- Application
- Proposed Scope of Work
- Conceptual Plan for Ph I & II
- Calhoun County Appraisal District Parcel Summary

# City of Port Lavaca Request for Variance

Date: 02-18-2025

Name: Rolando Rodriguez / Zawaad Ismail

Address: Virginia St, Port Lavaca, TX 77979 - Property ID 39082

Variance being requested: RV Campground on Maximo Sanches Survey, Abstract 35, Calhoun County (4.22 acres)

Reason for request: Plans to establish an RV campground in addition to individual temporary housing is being requested as a variance. Upon city of Port Lavaca approval of variance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

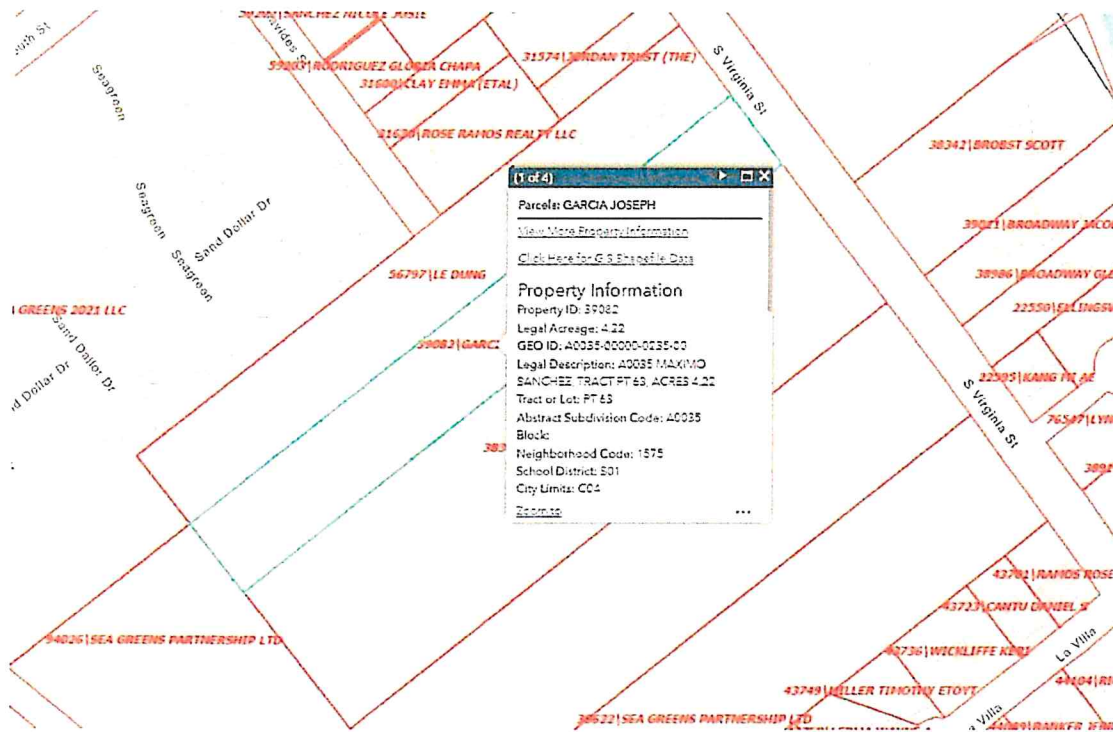
9793886599/3613963934  
Phone number

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

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

## Virginia St, Port Lavaca, TX 77979 – Property ID 39082

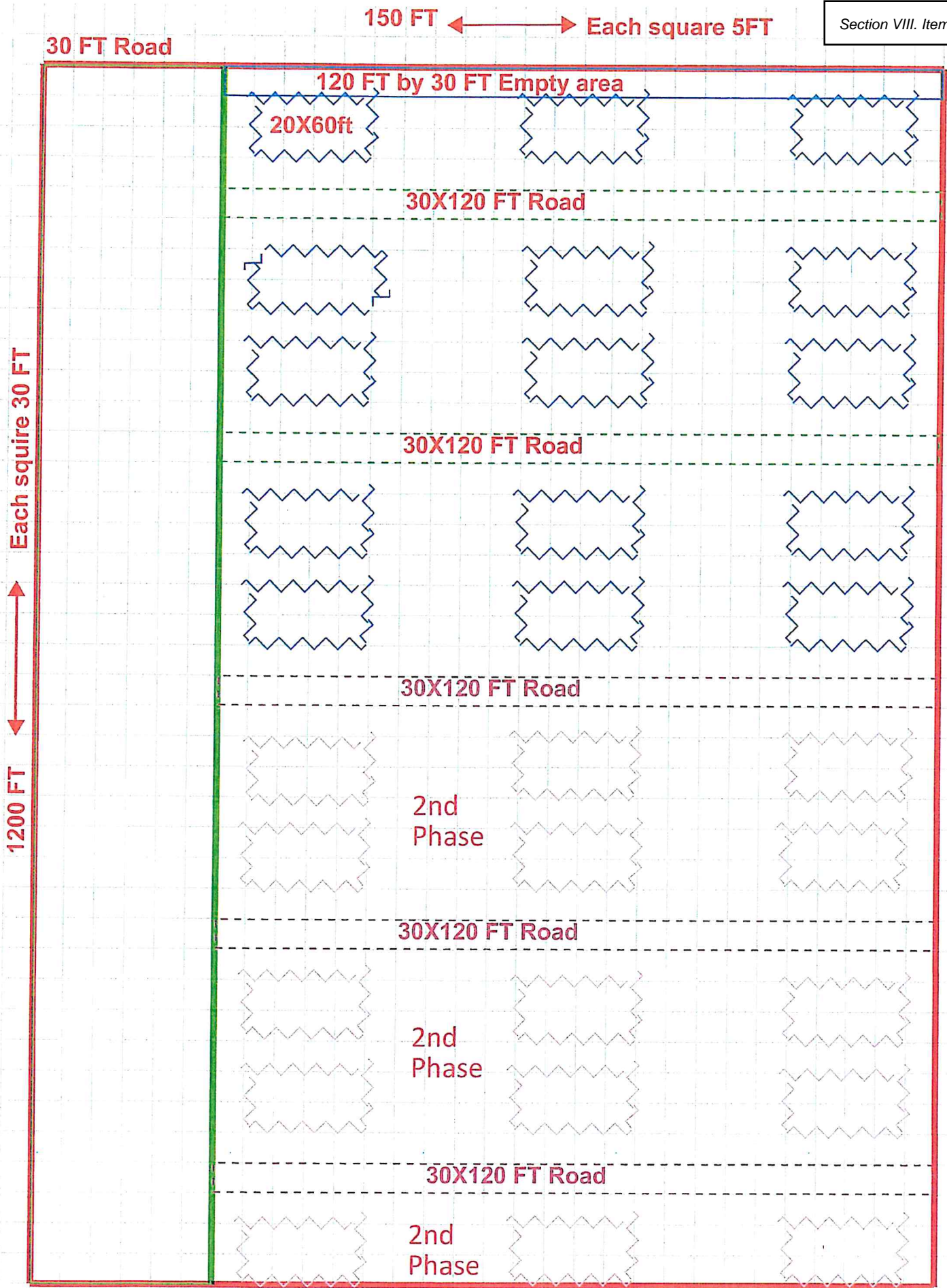
Property Proposal Summary: (See Scope of Work for Details). Maximo Sanchez Survey, Abstract 35, Calhoun County (4.22 acres). New road frontage will be provided for entry exit to S Virginia St. Public utilities which consist of water, sewer, and electrical located on S Virginia St.



### Scope Of Work:

- Submit plans & application to Calhoun County for Preliminary Approvals.
- Perform due diligence verification of deed restrictions, FEMA Mapping, ect.
- Perform Surveying, Topography, and additional requirements per Calhoun County requirements.
- Finalize Planning and Designing RV Park Infrastructure.
- Submit finalized plans to Calhoun County for Final Approvals.
- Install access road per engineering requirements (Hold Points will be provided for 3<sup>rd</sup> Party Verification of Compliance).
- Install base pads per individual housing.
- Ensure that each site is equipped with proper water, electricity, and sewer utilities. Electricity should be accessible at each site, with required amperage depending on the size and typical usage of the site.
- Validate all construction, infrastructure has been completed and approved by Calhoun County





## Calhoun CAD Property Search

**INSTRUCTIONS FOR PAYING OR PARTIALLY PAYING PRIOR YEARS TAXES**

To pay prior years taxes you will need to expand the property by clicking anywhere on the property to the right of the "\$Pay Taxes" box. A list of the prior year taxes will be listed towards the bottom of the page. Select the "\$Pay" box next to the year you would like to pay. Selecting pay will add the selected year to the payment cart. You may add multiple years to the payment cart. Once the taxes have been moved to the payment cart click the "In Cart" box located at the top of the page. You may partially pay any year in the cart by changing the "Subtotal" amount next to the year you are partially paying. Once all payment amounts have been entered, please click the "Checkout" box at the bottom of the page. If you have any questions about this process, please call our office at (361) 552-4560.

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**Property Details**
**Account**

<b>Property ID:</b>	39082	<b>Geographic ID:</b>	A0035-00000-0235-00
<b>Type:</b>	R	<b>Zoning:</b>	
<b>Property Use:</b>		<b>Condo:</b>	

**Location****Situs Address:**

<b>Map ID:</b>	A0035-00150-0055-00	<b>Mapsco:</b>	
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<b>Legal Description:</b>	A0035 MAXIMO SANCHEZ, TRACT PT 63, ACRES 4.22
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<b>Abstract/Subdivision:</b>	A0035
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<b>Neighborhood:</b>	(1575) PORT LAVACA SOUTH
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**Owner**

<b>Owner ID:</b>	60214
<b>Name:</b>	GARCIA JOSEPH

**Agent:**

<b>Mailing Address:</b>	GARCIA SANDRA PO BOX 642 PALACIOS, TX 77465
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<b>% Ownership:</b>	100.0%
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<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.
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**Property Values**

## **COMMUNICATION**

**SUBJECT:** Consider recommendation of the Planning Board of a replat of Lots 1-16, 53-54 and 63-66 of Claret Crossing Subdivision, Section 1. Presenter is Derrick Smith

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### **INFORMATION:**

CITY OF PORT LAVACA

MEETING: MARCH 10, 2025 AGENDA ITEM \_\_\_\_\_

DATE: 03.03.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval of a replat of Lots 1-16, 53-54, 63-66 and 75-76 of the Claret Crossing Subdivision, Section 1.

**Sec. 42-5(a). – Policy.**

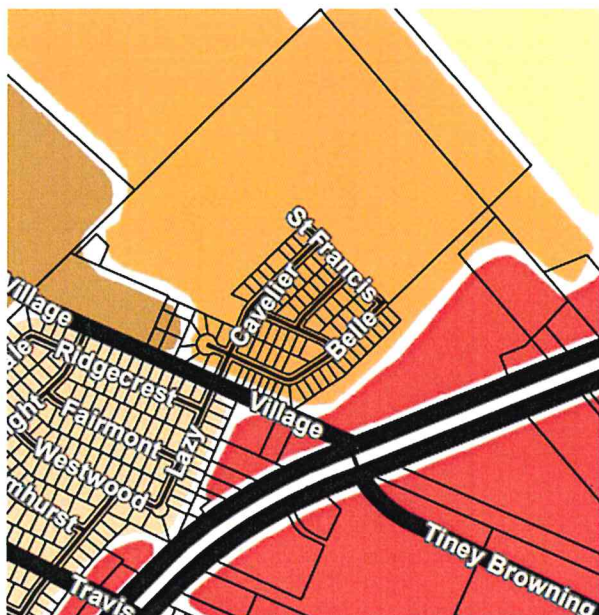
It shall be unlawful for any owner or agent of any owner of land to lay out, subdivide, plat or replat any land into lots, blocks, and streets within the jurisdictional area of this chapter without the proper approval of the planning commission. It shall be unlawful for any such owner or agent to offer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

*The purpose of the request is to remove the duplex stipulation to allow for single-family homes. The property is designated as “High Density Residential” in the Future Land Use Plan.*

**Future land Use Map**

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

The Future Land Use Map designates this area as High Density Residential.



- Future Land Use**
- Low Density Residential
  - Medium Density Residential
  - High Density Residential
  - Multi-Family
  - Manufactured Home Park
  - Mixed Use
  - Commercial
  - Light Industrial
  - Industrial
  - Parks and Open Space
  - Public/Semi-Public



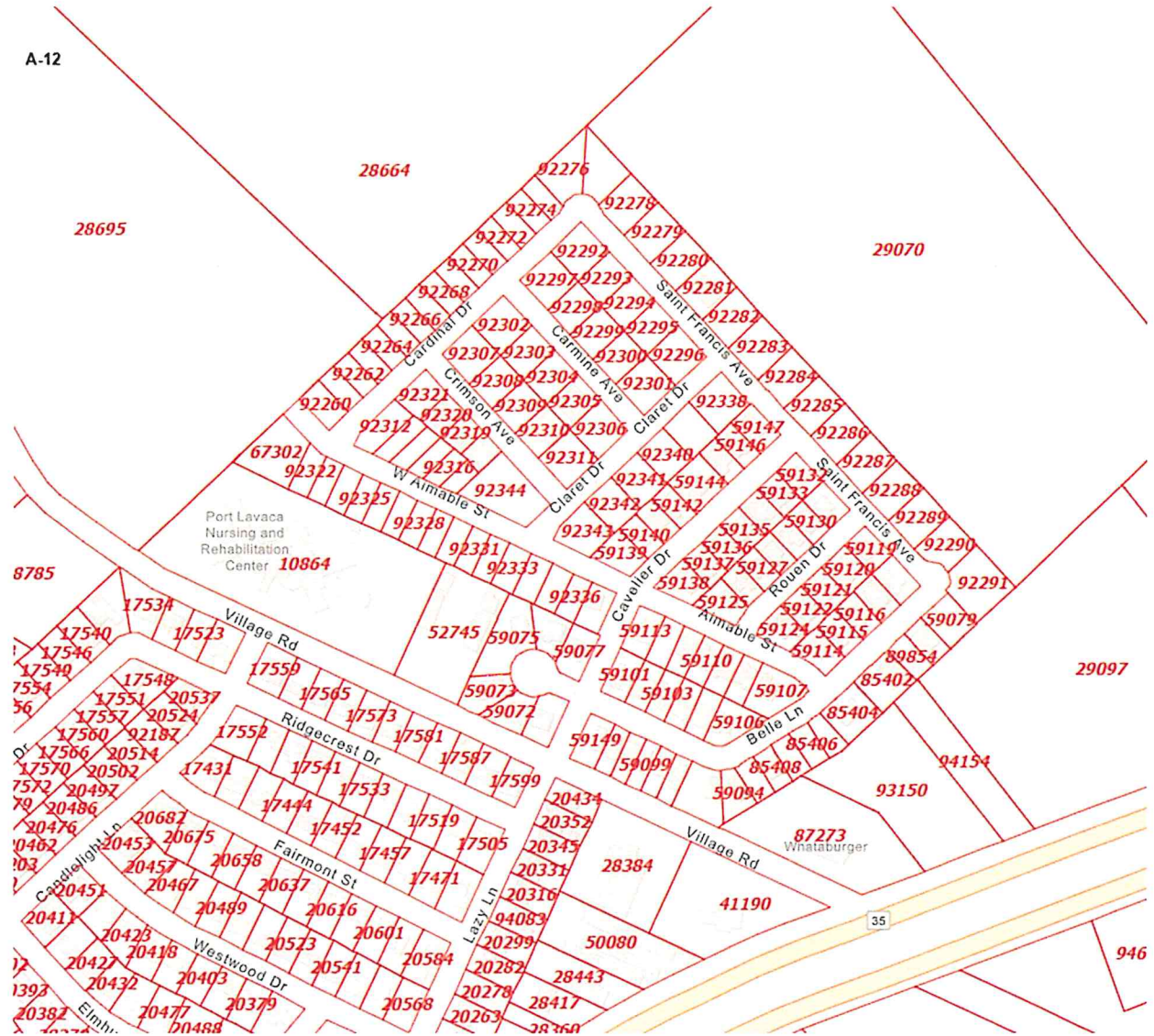
**Staff Recommendation:** APPROVAL of the request. The request for the replat complies with the Future Land Use Plan.

**Planning Board:** The Planning Board recommends APPROVAL of the request.

**Attachments:**

- Calhoun County Appraisal District Parcel Image
- Preliminary Plat

A-12



# REPLAT OF LOTS 1-16, 53-54, 63-66 & 75-76 OF CLARET CROSSING, SECTION 1

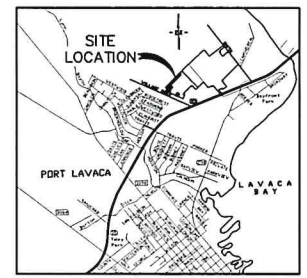
3.27 ACRE SUBDIVISION  
BEING A PART OF CLARET CROSSING, SECTION 1 (00/00 C.C.P.R.)

J.H.D.
CHECKED BY:
H.A.D.
DATE:
FEB. 21, 2025
SCALE:
1" = 100'

**G & W ENGINEERS, INC.**

ENGINEERING • SURVEYING • PLANNING

205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979  
TBPLS FIRM NO.: 10022100  
(361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY



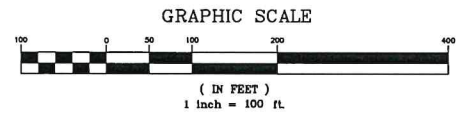
**LEGEND**

- EXISTING 3/8" IRON ROD UNLESS NOTED
- ⊙ EXISTING 1/2" IRON ROD
- SET 5/8" IRON ROD WITH PLASTIC CAP
- C.C.D.R. CALHOUN COUNTY DEED RECORDS
- C.C.O.R. CALHOUN COUNTY OFFICIAL RECORDS
- [ ] PLAT OR DEED CALL

- NOTES**
- ROAD RIGHT-OF-WAYS ARE 55.00' WIDE.
  - LOTS 1-16, 53-54, 63-66 & 75-76 ARE DESIGNATED FOR RESIDENTIAL SINGLE FAMILY HOMES.
  - MINIMUM FRONT BUILDING SETBACK IS 25.00 FEET  
MINIMUM REAR BUILDING SETBACK IS 15.00 FEET  
MINIMUM SIDE SETBACK IS 5.00 FEET.  
EXCEPT FOR CORNER LOTS LOTS THAT WILL BE 25.00 FEET.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

02-24-2025  
RELEASE DATE



**Q. CURVE DATA**  
DELTA= 2347.30"  
RADIUS= 50.00"  
LONG CH= 483345.00"  
20.82'

PRELIMINARY PLAT

# COMMUNICATION

**SUBJECT:** Consider Administration Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025****AGENDA ITEM:****DATE:** 03.10.2025**TO:** JODY WEAVER, INTERIM CITY MANAGER**FROM:** KATERYNA THOMAS, CAPITAL PROJECTS AND GRANT COORDINATOR**SUBJECT: APPROVE ADMINISTRATIVE AGREEMENT FOR TXCDBG CONTRACT NO. CDV 23-0209**

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The City of Port Lavaca has been awarded a Texas Community Development Block Grant (TxCDBG) under contract No. CDV23-0209. As part of the grant administration process, the City is required to enter into an administrative agreement with a qualified consultant to ensure compliance with state and federal regulations, reporting requirements, and project oversight.

The staff recommends that the City Council approve the Administrative Agreement with Grant Works for professional administrative services related to the TxCDBG project. The selected consultant has been chosen based on prior experience with similar projects through competitive bids.

The contract for Administrative Services is \$34,900.00, which will be funded through the TxCDBG grant. There will be no additional cost to the City. Council did award the contract through Resolution R-111422-1 on November 14<sup>th</sup>, 2022, it was dependent on the successful negotiation of a contract with the service provider. A copy of the contract, which establishes the aforementioned amount, is attached for your review.

Motion to approve the Administrative Agreement for TxCDBG Contract No. CDV23-0209 in the amount of \$34,900.00 and authorize the Mayor to execute the agreement on behalf of the City.

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT SHALL BE EFFECTIVE ON 11-14-2022, THE DATE ON WHICH THE CLIENT, THE CITY OF PORT LAVACA, hereinafter referred to as the Client, AWARDED GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, to carry out grant administration services, as procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

## I. SCOPE OF BASIC SERVICES

Consultant agrees to render grant administration services for the Client's Texas Community Development Block Grant (TxCDBG), Program Year 2023, Community Development Fund, Grant Agreement Number CDV23-0209 (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

## II. TIME OF PERFORMANCE

The time of services for the Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder shall be completed no later than the grant's administrative closure date, as defined by the Department.

## III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty-Four Thousand Nine Hundred Dollars and No Cents, (\$34,900.00) in accordance with the following schedule. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

### Administration

#	Milestone Description	Budget %	Amount
1	Establish files, record keeping system, and accounting system. Complete Fair Housing, Equal Employment Opportunity, Section 504, and Civil Rights requirements and Labor Standards Officer appointment.	30%	\$10,470.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	20%	\$6,980.00
3	Complete Start of Construction Documents	20%	\$6,980.00
4	25% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%	\$3,490.00
5	75% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%	\$3,490.00
6	Submit Project Completion Report and Administrative Closure	10%	\$3,490.00
<b>Totals</b>			<b>\$34,900.00</b>

### Environmental

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

#### IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Ninety-Five Dollars and No Cents (\$95.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
  2. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
  3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

#### V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other



financial institution without such approval. Written notice of any such assignment or furnished reasonably promptly to the Client.

### VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

### VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the City Manager; Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.



- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

**IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.  
2201 Northland Drive  
Austin, TX 78756**

**City of Port Lavaca  
202 N. Virginia  
Port Lavaca, Texas 77979-0105**

BY:   
Bruce J. Spitzengel  
President

BY: \_\_\_\_\_  
City Manager; Mayor

ATTEST:

BY: \_\_\_\_\_  
City Secretary

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other

party to this Agreement. If the Agreement is terminated as provided herein, the Consultant shall be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
  - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

- E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
  - iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action

with respect to any subcontract or purchase order as the administering agency as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- D. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))
16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).
17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2271, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
19. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

**A. General Administration**

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (IM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
9. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

**B. Financial Management**

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

**C. Environmental Review\***

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

**D. Basic Acquisition Activities\*\***

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

**E. Construction Phase Management - Force Account (if required) \***

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.



2. Assist Client in determining whether or not it will be necessary to hire temporary personnel to specifically carry out Texas CDBG contract activities.
  3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- F. Construction Phase Management—Bid/Contract Type (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
  2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  3. Provide assistance to or act as local labor standards officer for this project.
  4. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting, if applicable.
  5. Select and verify wage rate with Department.
  6. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
  7. Make ten-day call to Department.
  8. Verify construction contractor and any subcontractors for eligibility.
  9. Submit start of construction documents to Department.
  10. Attend (conduct if necessary) pre-construction conference and prepare minutes.
  11. Review weekly payrolls and conduct compliance follow-ups.
  12. Submit any additional classifications to Department.
  13. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
  14. Request from engineer and upon receipt process and submit change orders to Department.
  15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
  2. Develop/edit Housing/OSSF Program Guidelines
  3. Coordinate with client personnel on guidelines, process/procedures
  4. Publicize and conduct program applicant in-take sessions
  5. Review program applications for eligibility
  6. Track then score/rank completed, eligible participant applications for Client approval
  7. Develop/coordinate applicant agreements
  8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
  9. Coordinate with local officials as needed (inspection, permitting)
  10. Develop bid packages
  11. Verify construction contractor and any subcontractors for eligibility with Department
  12. Conduct pre-construction conferences
  13. Process and submit change orders to Client and Department
  14. Conduct (Housing) or coordinate (OSSF) required inspections
  15. Obtain final permit/inspection reports and submit to Department
- H. Service Line Replacement on Private Property (if required)
1. Assist Client in establishing local program guidelines.
  2. Prepare proposed guidelines for review by Client and Department.
  3. Prepare resolution for Client adopting local program guidelines.
- I. Equal Opportunity/Fair Housing
1. Maintain documentation of all project beneficiaries by ethnicity and gender.
  2. Prepare Section 3 and Affirmative Action Plan.
  3. Prepare all Section 504 requirements.
  4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.

5. Provide all applicable equal opportunity provisions and certifications for inclusion in

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including General Report, Beneficiary Report, Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

\*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

\*\*Acquisition Activities may not be required in each project other than the submittal of an “acquisition report” documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client’s responsibility.

### **Additional General Terms Regarding Third-Party Services**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively “Third Parties”) is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

# COMMUNICATION

**SUBJECT:** Consider Engineering Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025****AGENDA ITEM:****DATE:** 03.10.2025**TO:** JODY WEAVER, INTERIM CITY MANAGER**FROM:** KATERYNA THOMAS, CAPITAL PROJECTS AND GRANT COORDINATOR**SUBJECT: APPROVE ENGINEERING AGREEMENT FOR TXCDBG CONTRACT NO. CDV  
23-0209**

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The City of Port Lavaca has been awarded a Texas Community Development Block Grant (TxCDBG) under contract No. CDV23-0209. The is required to secure specialized engineering services to support critical infrastructure projects funded by the Texas Community Development Block Grant. The selected engineering firm was chosen based on its demonstrated expertise and prior experience with similar projects, ensuring that all project milestones and compliance requirements are met.

The engineering services agreement will be fully funded through the TxCDBG grant, thereby incurring no additional cost to the City and is \$55,500.00.

The Council did award the contract through Resolution R-111422-2 on November 14<sup>th</sup>, 2022, it was dependent on the successful negotiation of a contract with the service provider. A copy of the contract, which establishes the aforementioned amount, is attached for your review.

Motion to approve the Engineering Agreement for TxCDBG Contract No. CDV23-0209 in the amount of \$55,500.00 and authorize the Mayor to execute the agreement on behalf of the City.

**PART I  
ENGINEERING AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF PORT LAVACA, hereinafter called the "City", acting herein by Jack Whitlow, Mayor hereunto duly authorized, and URBAN ENGINEERING hereinafter called "Firm", acting herein by Matt A. Glaze, P.E., Vice President.

WITNESSETH THAT:

WHEREAS, the City of Port Lavaca desires to implement a Contract For Engineering Services under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Urban Engineering to render certain engineering services in connection with the City of Port Lavaca Sanitary Sewer Improvements TxCDBG Project, Contract Number CDV23-0209.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services – The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance – The services of the Firm shall commence on the engineering agreement date. In any event, all the services required and performed hereunder shall be completed no later than the agreement termination date for TxCDBG Contract No. CDV23-0209, or the project's administrative closure date, as defined by Department, whichever is later.
3. Local Program Liaison – For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the TDA, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
5. Retention of Records – The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$55,500.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Calhoun County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-VII and Exhibit 1, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF PORT LAVACA

FIRM: URBAN ENGINEERING  
TREF# F-160

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Jack Whitlow  
\_\_\_\_\_  
(Printed Name)

Matt A. Glaze, P.E.  
\_\_\_\_\_  
(Printed Name)

Mayor  
\_\_\_\_\_  
(Title)

Vice President  
\_\_\_\_\_  
(Title)

## PART II SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

### SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 45 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Ensure bid packet/contract documents/advertisement for bids are compliant with "TDA Policy Issuance CDBG 23-01: New Federal Requirements – BABA and VAWA."
  - a. The bid tab must be sufficiently detailed to itemize each separate product or material and indicate BABA applicability, OR a separate schedule must be attached to identify BABA applicability for all products or materials.
  - b. If a change to the contract includes new products or materials, an updated itemization must be submitted with the change order.
11. Make 10-day call to confirm prevailing wage decision.

12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
22. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
23. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
24. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor. In addition, the Engineer shall review and validate Form A400 (provided by TDA) as follows:
  - a. Submission Requirement:
    - i. Form A400 must be submitted with the start of construction "Group B" Performance Report and with each payment request where BABA-applicable items are being drawn down.
    - ii. The Manufacturer's Certification of BABA Compliance is required to accompany the first payment request for materials subject to BABA.
25. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.



26. Recommend that a 5 or 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
27. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
28. Conduct interim/final inspections.
29. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
30. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

**PART III  
SUBCONTRACTS**

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
  - c. The inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. The inclusion of the Economic Opportunities for Section 3 Residents and Section 3 Business Concerns of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3);
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5).
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

**PART IV**  
**STANDARD OF PERFORMANCE AND DEFICIENCIES**

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable, and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART V  
PAYMENT SCHEDULE**

The City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	\$ Amount Of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by the City	25%	\$13,875.00
• Approval of Plans and Specifications by Regulatory Agencies	25%	\$13,875.00
• Completion of Bid Advertisement and Contract Award	25%	\$13,875.00
• Completion of Final Closeout Assessment and Submittal of "As Builts" to the City	15%	\$8,325.00
• Completion of Final Inspection and Acceptance by the City	10%	\$5,550.00
<b>Total</b>	100%	\$55,500.00

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: N/A

The fee for all other Special Services shall not exceed a total of N/A. The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of N/A.
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory. All fees for testing shall not exceed a total of N/A.
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

**PART VI**  
**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.
  - a. Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.
  
2. Termination for Convenience of the City. The City may at any time and for any reason terminate the Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extend of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.
  - a. Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.
  
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
  
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
  - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City, shall have

any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
- d. Conflicts Disclosure Statement (Sec. 176.003 in Chapter 176 of the Local Government Code).
  - i. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - ii. the vendor enters into a contract with the local governmental entity, or the local governmental entity is considering entering into a contract with the vendor; and the vendor:
  - iii. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
  - iv. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
  - v. (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
  - vi. (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.
  - vii. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
14. Equal Opportunity Clause (applicable to **federally assisted construction** contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender



identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract is greater than \$100,000).  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
21. Patent Rights and Inventions. The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
- a. Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).
22. Energy Efficiency. The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
23. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
24. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign

terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

25. Firearm Entities and Trade Association Discrimination (for contracts \$100,000 and over) Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

**ENGINEERING SERVICES  
PART VII – PROJECT TIME SCHEDULE**

<u>Phase</u>	<u>Estimated Time to Complete</u>
Aerial & Topographic Survey	Two (2) Months
Preliminary Design	Two (2) Months
Final Design	Three (3) Months
Bidding	Two (2) Months
Contract Administration	Six (6) Months

**Exhibit 1: MONTHLY STATUS REPORT**

Grant Subrecipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:  
\_\_\_\_\_  
\_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:  
\_\_\_\_\_  
\_\_\_\_\_

Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*\*This report may be e-mailed or faxed to the Grant Subrecipient*





**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Victoria Engineering, Inc. dba Urban Engineering

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

NOT APPLICABLE

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NOT APPLICABLE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

 Yes No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NOT APPLICABLE

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

February 25, 2025

Date



# COMMUNICATION

**SUBJECT:** Consider Professional Services Agreement Between the City of Port Lavaca and Avenu Insights for Local Hotel Occupancy Tax Field Audit Services. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**CITY COUNCIL MEETING: MARCH 10, 2025****AGENDA ITEM \_\_\_\_\_****DATE:** FEBRUARY 27, 2025**TO:** THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** BRITTNEY HOGAN, FINANCE DIRECTOR**SUBJECT:** CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PORT LAVACA AND AVENU INSIGHTS FOR LOCAL HOTEL OCCUPANCY TAX FIELD AUDIT SERVICES

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**BACKGROUND:**

The City has been utilizing Avenu Insights & Analytics, LLC to conduct annual local hotel occupancy tax audit services since 2012. The audits conducted have helped the City preserve, enhance, and manage our Hotel Occupancy Tax funds in recent years. Avenu Insights has also aided the City with the accuracy of tax filings, and with the identification of any non-compliant businesses by conducting these annual audits. All amendments to the original agreement have been exhausted since the last approval in 2021. Therefore, Avenu Insights is requesting the Council approve a new agreement for their audit services, which will be for a period of three years and automatically renew for two one-year terms.

**FINANCIAL IMPACT:**

Funds have been budgeted for this service in the Hotel Occupancy Tax fund. The breakdown of contract compensation schedule is below:

- HOT administration services for \$250.00 per property per year
  - The City currently has 13 properties (\$3,250.00 per year)
- \$2000.00 for each hotel examination in the first year, \$2100.00 thereafter.
  - The City determines how many hotels to exam each year and which properties.

**RECOMMENDATION:**

Staff Recommends council approve the professional services agreement provided by Avenu Insights & Analytics, LLC to conduct local hotel occupancy tax field audit services.

## Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of March 1, 2025 (“Effective Date”) by and between **City of Port Lavaca**, a municipal corporation of the State of Texas (“CLIENT”) and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work, which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, incorporated and included herein.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the Effective Date and automatically renew for two (2) successive one (1) year terms if neither party has cancelled (the “Term”). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party

arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. **Independent Contractor:** It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**

**City of Port Lavaca**

Attn: Brittney Hogan  
202 N. Virginia  
Port Lavaca, TX 77979  
Phone: (361) 552-9793 x237  
Email: [bhogan@portlavaca.org](mailto:bhogan@portlavaca.org)

**If to CONSULTANT:**

**Avenu Insights & Analytics, LLC**

Attn: Contracts Department  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120  
Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

6. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

**Inder Bhatia, Client Services Manager**

Phone: (571) 249-9748 / Email: [inder.bhatia@avenuinsights.com](mailto:inder.bhatia@avenuinsights.com)

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.

8. Limitation of Liability: **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**
9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.

13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, epidemics, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.
17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and

conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**“CLIENT”**

**City of Port Lavaca**

a Municipal Corporation

**“CONSULTANT”**

**Avenu Insights & Analytics, LLC**

a Delaware limited liability company

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

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

Name: Jack Whitlow

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

Title: Mayor

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A STATEMENT OF WORK

This Statement of Work is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights & Analytics, LLC (“CONSULTANT”) and City of Port Lavaca (“CLIENT”).

### A.1 HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES

#### Scope of Work

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The Hotel Occupancy Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the designated tax or fee administered on behalf of the CLIENT. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax or fee.

#### Remittance Processing

- Taxes and/or Fees Processed: CONSULTANT will perform remittance processing for taxes and/or fees as designated by the CLIENT.
- Business Notification and Remittance: CONSULTANT will provide individualized tax/fee notifications to all known tax or feepayers (“Taxpayer(s)”). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, CONSULTANT may change the address for payments. Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax and/or fee collected
- Posting Process: Accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax or fee, name change and address change is captured and added to the payment data and account master file (as determined necessary by CONSULTANT). Late payments are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax or fee due plus any required penalties.
- Business Support: CONSULTANT will provide a toll free support number and provide assistance Monday-Friday 7:30a.m. - 4:30p.m. CST. Support inquiries will be handled in the order in which received. During peak volume businesses will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Payments accepted: CONSULTANT will provide tax or feepayers with the option to pay via ACH debit (electronic check, paper check by mail, credit card and ACH credit (upon approval). A convenience fee in the amount of 3%-4% will be charged for use of this convenient payment method.

Changes to Attachment A: The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of

the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to ensure that designated recipients receive the amounts intended by the CLIENT.

### Compliance Services

- Accounts Reviewed: CONSULTANT will perform compliance services for taxes or fees designated by CLIENT under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, CONSULTANT will make reasonable efforts to collect taxes or fees designated by the CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all tax or feepayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

### CONSULTANT Deliverables

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- CONSULTANT will make available to the CLIENT a cloud based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.
- CONSULTANT will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- CONSULTANT will provide the CLIENT with reports via the online Government Services Portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT. These reports are updated following each tax distribution and are immediately available online.
- CONSULTANT will provide online filing and remittance portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- As required, CONSULTANT will provide Online Registration/License Application and Renewal portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- Create and maintain account database from CLIENT database and other sources.
- Provide tax and license forms and instructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders.
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; identify underpayments and refer to compliance process.
- CONSULTANT will provide a toll free support number and provide tax or feepayer assistance Monday-Friday 7:30a.m. - 4:30p.m. CST. Tax or Feepayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.

## CLIENT Assistance

CLIENT shall assist CONSULTANT prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax or fee and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing Tax or Fee records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees;
- Inform CONSULTANT of the development of new business developments or cooperatives;
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Distribution Confirmation: The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- Changes to Attachment A: The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to ensure that designated recipients receive the amounts intended by the CLIENT.
- Tax or Fee Change Notification: In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will be deemed accurate.

## A.2 LOCAL OCCUPANCY TAX COMPLIANCE SERVICES

### Objectives and Methods

CONSULTANT's Local Occupancy Tax Compliance Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the occupancy tax.

## Scope of Work

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### Examination Services

- In coordination with CLIENT staff, schedule and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- Verify accuracy of filed lodging tax returns with daily and monthly activity summaries.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.
- Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns if necessary.
- Review a random sample of exempted guest revenue for proper qualifying documentation and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- Where possible, compare the State lodging tax filings with CLIENT's tax returns.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of deficiency determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results.

### Additional Consulting

- Assist CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination.
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

## CONSULTANT Deliverables

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### Examination Services

- Provide CLIENT staff with a draft Announcement Letter to be sent to each lodging provider to be examined on CLIENT letterhead.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of deficiency determination, and/or credit, or commendation letters as applicable.

### Additional Consulting

- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff.
- Provide other collections advice upon request.

## CLIENT Assistance

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- The CLIENT shall agree to a plan stating the minimum number of examinations to be started each year.
- Provide CONSULTANT with the records of those taxpayers authorized by CLIENT for examination.
- CLIENT agrees to provide signed authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide CONSULTANT with its ordinances, codes, and tax rates within thirty (30) days of the Effective Date of the Agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

## EXHIBIT B COMPENSATION SCHEDULE

This Compensation Schedule is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights & Analytics, LLC (“CONSULTANT”) and City of Port Lavaca (“CLIENT”).

### B.1 HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES

Hotel Occupancy Tax Administration Services shall be provided for an amount equal to Two Hundred Fifty Dollars (\$250) per property per year. Fees will be invoiced annually at the beginning of each contract year. Fees are based on the total of registered and known properties.

#### Price Adjustment

The fees associated with the Hotel Occupancy Tax Administration Services of this Agreement are adjusted annually at the beginning of each Term Year of the Agreement by five percent (5%).

#### Travel And Out-Of-Pocket

CLIENT shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

### B.2 LOCAL OCCUPANCY TAX COMPLIANCE SERVICES

#### Compensation Plan

CLIENT agrees to a work plan and compensation schedule for the Local Occupancy Tax Compliance Services per the chart below.

Description	Period	Min # Examinations	Compensation
Hotel Examination	First Year	Per CLIENT request	\$2,000 per examination
Hotel Examination	Addtl. 1 year	Per CLIENT request	\$2,100 per examination

#### Travel and Out-of-Pocket

CLIENT shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field examination including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

### B.3 ADDITIONAL CONSULTING

CLIENT may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from one hundred dollars (\$100) per hour to three hundred fifty dollars (\$350) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

# ATTACHMENT A

## Distribution Confirmation

2/4/2025

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

Dear Ms. Brittney Hogan,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type

If at any time there are any discrepancies between the schedule set out above and the CLIENT’s records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

Avenu Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager  
Avenu Insights & Analytics, LLC  
Phone: 213-246-2445, Fax: 205-423-4097  
E-mail: [connie.taylor@avenuinsights.com](mailto:connie.taylor@avenuinsights.com)

I have reviewed the above distribution and verify that it is correct.

**City of Port Lavaca**

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

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

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

## **COMMUNICATION**

**SUBJECT:** Consider award of a Construction Contract for Vehicle Entry Management System for the Light House Beach Park. Presenter is Jody Weaver

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## **INFORMATION:**



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**CITY OF PORT LAVACA**

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**CC MEETING:****AGENDA ITEM #****DATE:****TO:** JODY WEAVER, INTERIM CITY MANAGER  
**cc:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** WAYNE SHAFFER, PUBLIC WORKS DIRECTOR**SUBJECT: LIGHTHOUSE BEACH ENTRY FEE COLLECTION SYSTEM**

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**BACKGROUND: THE CITY WISHES TO BEGIN COLLECTING REVENUE FROM THE LHB PARK ENTRY ONCE AGAIN. UNDERSTANDING THAT THE CITY DOES NOT HAVE THE MANPOWER TO COLLECT THESE FEES AT THE ENTRY KIOSK WE EXPLORED AUTOMATING THE SYSTEM. THE CITY ADVERTISE THE BID DOCUMENTS ON FEBRUARY 12<sup>TH</sup>, 2025 AND RECEIVED ONE BID ON FEBRUARY 27<sup>TH</sup> 2025.**

**FINANCIAL IMPLICATIONS: THIS WAS NOT A BUDGETED EXPENDITURE SO WE WILL NEED TO DO A BUDGET AMMENDMENT TO PAY OUT OF RESERVE FUNDS.**

**IMPACT ON COMMUNITY SUSTAINABILITY: INCREASED REVENUE AT THE PARK WILL PROVIDE A MEENS TO IMPROVE THE QUALITY OF THE PARK AND PROVIDE NEW AMMENITIES AS THEY BECOME AVAILABLE.**

**RECOMMENDATION:** Staff recommends award of contract to ParkingBOXX to provide and install a vehicle entry management system for a total Base Bid of \$38,892 with the understanding that there are fees outlined to be calculated at time of invoice estimated at \$12,000.

**ATTACHMENTS:** Bid tabulation, Bid Documents, and Proposal from ParkingBOXX

BID COMPARISON  
 CITY OF PORT LAVACA  
 2025 Vehicle Entry Management System

ITEM	DESCRIPTION	UNIT	ParkingBoxx		UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	
			UNIT PRICE	TOTAL COSTS											
1	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.	LS	1	\$33,382.00	\$33,382.00										
2	Traffic Bollard	EA	3	\$300.00	\$900.00										
3	OPERATING SOFTWARE LICENSE (Yearly)	EA	1	\$3,000.00	\$3,000.00										
4	THERMAL TICKET ROLL (5 cnt)	EA	1	\$315.00	\$315.00										
5	PROXIMITY ACCESS CARD (100 cnt)	EA	2	\$395.00	\$790.00										
6	BLANK STOCK COUPONS (600 cnt)	EA	1	\$50.00	\$50.00										
7	SPARE 12' GATE ARMS	EA	2	\$227.50	\$455.00										
8	<b>Total</b>				\$38,892.00										

City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK

BID DOCUMENTS  
FOR THE

# VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE BEACH PARK

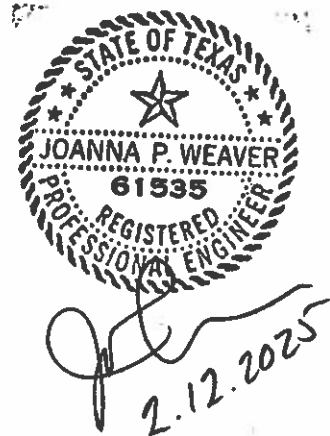
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Conceptual Site Plan

END OF SECTION



**INVITATION TO BID**

PROJECT: VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK

**BID DATE AND TIME: FEBRUARY 27, 2025 AT 2:30 pm**

Sealed bids for the above referenced project will be received by the City Secretary, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked “**Sealed Bid for VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACK PARK**” - **Bid Opening at 2:30 P.M., FEBRUARY 27, 2025**”. Bids received after this time shall be returned unopened.

To request a complete bid package and schedule a site visit, contact Public Works Director Wayne Shaffer at 361-552-3347 or [wshaffer@portlavaca.org](mailto:wshaffer@portlavaca.org). The complete Bid Package may also be downloaded at the City’s website [www.portlavaca.org/city-departments/finance-department/bids-and-rfps/](http://www.portlavaca.org/city-departments/finance-department/bids-and-rfps/).

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon’s Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The Award of the Construction Contract, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding. Small and minority businesses, women’s owned business enterprises, and labor surplus area firms are encouraged to submit bids.

**The CITY OF PORT LAVACA is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.**

City of Port Lavaca  
 VEHICLE ENTRY MANAGEMENT SYSTEM  
 LIGHTHOUSE BEACH PARK  
 SECTION 00100

### INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas, at the entry to Lighthouse Beach Park from SH 238. Lat 28.636377° LONG -96.616178°
- 2.0 GENERAL DESCRIPTION OF THE PROJECT: The work to be completed under the provisions of these Contract Documents consists of furnishing and installing an Automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified herein.
- 3.0 The project shall be constructed in general accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (latest edition) and these specifications.
- 4.0 DELIVERY OF BID:
- 4.1 Facsimile transmittal of bids will not be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Secretary's office before the stated date and time.
- 4.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
- 4.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID – VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK"
- 4.4 A BID BOND IS NOT REQUIRED FOR THIS SOLICITATION: ~~A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.~~
- 4.5 ~~The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.~~
- 5.0 ESTIMATED QUANTITIES: The quantities listed in the Bid Documents are the City's best estimate of the scope of the work to be performed and do not oblige the City to order or accept more than its actual requirements during the period of agreement, as determined by actual needs and availability of appropriated funds.
- 6.0 SUBSTITUTIONS: The Contractor shall not substitute items specified in the contract documents without the expressed written consent of the Public Works Director. Requests for substitution must be received by the Public Works Director a minimum of ten (10) days in advance of the bid opening date. Substitutions will not be allowed after the bids have been received.
- 7.0 OBLIGATION OF BIDDER: At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the

City of Port Lavaca  
 VEHICLE ENTRY MANAGEMENT SYSTEM  
 LIGHTHOUSE BEACH PARK  
 SECTION 00100

Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.

8.0 TIME OF COMPLETION:

8.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Public Works Director. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The Public Works Director will be the judge as to whether a time extension is to be granted and so notify the Contractor.

Time of Completion shall be set by the Contractor in the Bid Form.

8.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

9.0 RIGHTS OF THE CITY OF PORT LAVACA:

9.1 The City of Port Lavaca reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

9.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.

9.3 The Bidder is hereby notified that although the City of Port Lavaca is required to submit purchases of all contracts of \$50,000 or more to competitive bidding, it is not required to accept the lowest bid. In such purchasing, the lowest bid may be rejected if the City Council, in the exercise of its best judgment, feels that a bid, other than the low bid, will best serve the interests of the City of Port Lavaca.

10.0 BONDS: Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

11.0 TAX EXEMPTIONS: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
SECTION 00100

- 12.0 PRICE QUOTATIONS: Bid a unit price on the estimated quantity specified, extend and show totals as indicated on the Bid Form. The unit price quotation shall always govern over the multiplied totals.
- 13.0 TRANSPORTATION OF ROAD MATERIALS: The transporter of all road materials must be approved for travel on Texas highways by holding a valid driver's license, that is of the class and/or type required for hauling and commercial use; valid liability insurance; a valid Railroad Commission License and any other requirements mandated by the State of Texas for this particular transport.
- 14.0 PAYMENT PROCEDURES: The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.

END OF SECTION

City of Port Lavaca  
**VEHICLE ENTRY MANAGEMENT SYSTEM  
 LIGHTHOUSE BEACH PARK  
 SECTION 00300**

**BID FORM**

Bidding Firm: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Project: **VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE  
 BEACH PARK**

We propose to furnish all labor, equipment, and all other things necessary to furnish and install an automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified in the Bid package dated 2.12.2025.

EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	LS	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.		\$ _____
3	EA.	TRAFFIC BOLLARDS	\$ _____	\$ _____
1	YR	OPERATING SOFTWARE LICENSE	\$ _____	\$ _____
5	EA.	THERMAL TICKET ROLL	\$ _____	\$ _____
200	EA.	PROXIMITY ACCESS CARD	\$ _____	\$ _____
600	EA.	BLANK STOCK COUPONS	\$ _____	\$ _____
2	EA.	SPARE 12' GATE ARMS	\$ _____	\$ _____
<b>TOTAL BASE BID:</b>			\$ _____	

If awarded this contract, the undersigned will provide proof of insurance and execute a satisfactory construction contract within 15 days after the Notice of Award.

The undersigned BIDDER agrees to the following:

- A. To perform all Work with skilled craftsmen experienced in the applicable trades and in general conformance accepted construction industry standards.



City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
SECTION 00300

- B. To complete the Work within \_\_\_\_\_ calendar days from the Notice to Proceed.
  
- C. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), the sample agreement, and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

Communications regarding this BID shall be directed to the BIDDER's contact information provided above.

SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Seal if Bidder is Corporation

**STATEMENT OF BIDDER'S QUALIFICATION**

**(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: \_\_\_\_\_

Bidder: (Legal Name of Firm) \_\_\_\_\_

Address: \_\_\_\_\_ website (if applicable): \_\_\_\_\_

Check which applies: ( ) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other

- Number of years has your organization been in business as a Contractor? \_\_\_\_\_
- Number of years your organization been in business under its present name? \_\_\_\_\_
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **CITY OF PORT LAVACA**, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and \_\_\_\_\_, a \_\_\_\_\_ duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications for the **VEHICLE ENTRY MANAGEMENT SYSTEM – LIGHTHOUSE BEACH** identified herein as "Exhibit A" and the **PROPOSAL** dated February 12, 2025 identified herein as "Exhibit B". The Contract Amount is hereby established at \$ \_\_\_\_\_. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
2. **CONTRACT TIMES:** The work will be substantially complete within \_\_\_\_ calendar days after the date when the Contract Times commence to run, plus any approved time extension requests.
3. **LIQUIDATED DAMAGES:** CITY and CONTRACTOR recognize that time is of the essence in this Agreement and that the CITY will suffer financial loss if the Work is not substantially complete within the agreed upon time, plus any approved extensions. Instead of requiring any proof of actual loss, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR will pay CITY \$200 for each day that expires after time specified in Section 2 above.
4. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit a schedule of Values and the CITY will accept requests for partial payment based upon this schedule, on a monthly basis, for 90% of the Work completed (with the balance being retainage). Retainage shall be held until 100% of all the authorized work is completed and accepted and CONTRACTOR has submitted a One-Year Warranty and Affidavit of all bills Paid to the City.
5. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
6. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as

**Additional Insured.** Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

7. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.  
  
This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.  
  
Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.  
  
The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this CONTRACT without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
12. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
14. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
15. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
16. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**18. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**19. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

**20. WRITTEN NOTICE TO PROCEED.** The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

**21. AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

**CITY OF PORT LAVACA**

202 N. Virginia St.  
Port Lavaca, Texas 77979  
361-552-9793

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

Printed Name: Jack Whitlow

Title: Mayor

**CONTRACTOR**

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

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

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

00820

**BOND AND INSURANCE REQUIREMENTS**

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
- 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
- 1.1.1 Workman's Compensation and Employers' Liability:  
State and Federal Statutory Limits
- 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
- 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.  
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
- 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:  
Combined Single Limit: \$1,000,000.00
- 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
- 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 If the Contract Amount is equal to or exceeds \$50,000, (or as otherwise stipulated by Texas statute), Contractor shall, prior to commencement of the Work, provide a Payment Bond, and if the Contract Award is \$100,000 or greater, a Performance Bond, each in the amount of 100% of the Contract Amount, in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
SECTION 01010

SUMMARY OF WORK

1.0 GENERAL

- 1.1 Work under this contract consists of providing all materials, equipment and labor to furnish and install an automatic Vehicle Entry Management System (automatic gate-arm system) to control vehicular access to the entry point of Lighthouse Beach Park at SH 238.
- 1.2 Contractor's use of premises:
- A. Contractor acknowledges that this is a public park which will remain open to the public during construction.
  - B. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
  - C. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
  - D. Contractor shall limit his operations to within the designated City property. Contractor shall have use of a designated area at the City Public Works warehouse for delivery of materials. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
  - E. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
  - F. As applicable, Contractor shall be responsible for traffic control and traffic control devices around the work areas. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.
  - G. It is the Contractor's responsibility to protect all public and private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Engineer. If the Contractor has any concerns over the existing condition of any area, he shall meet with the City Engineer to record this concern via photographs and field notes prior to the beginning of construction.
- 1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

2.0 PRODUCTS

- 2.1 All products and materials shall meet or exec the specifications of products manufactured by ParkingBOXX; 1-800-518-1230; [www.parkingboxx.com](http://www.parkingboxx.com)
- 2.2 UNATTENDED REVENUE CONTROL KYOSK: Equal to FLAT-RATE BOXX manufactured by ParkingBOXX.

City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
SECTION 01010

- Credit card only; processes real-time payments via encrypted credit card reader
- Proximity Access Card ability
- Ability to manage multiple rate structures and coupons
- VoIP Intercom with remote gate open feature
- Bar code scanner
- Cabinet housing: stainless steel with powder coating and multi-point drill resistant, multipoint security locks and concealed hinges
- Power: 120VAC, 60 Hz, 5A with backup battery
- Display: Sunlight readable LCD
- Card Reader: Encrypted magnetic card reader
- Printer: Thermal paper roll (min. 4,000 tickets/receipts per roll)
- Warranty: 1 year parts warranty
- Certifications: CSA, PCI, ADA,& AODA Compliant

2.3 STRAIGHT ARM BARRIER GATE: Equal to the products manufactured by ParkingBOXX

- 12' long arm with red reflective tape
- Programmable open and close gate arm speeds
- Gates will be provided at entrance lane and exit lane of Lighthouse Beach Park
- Include a wireless receiver and two remote controls to open/close barrier gate arm
- Cabinet housing: 304-B stainless steel with powder coating
- Power: 110-120VAC, 60 Hz, 5A. with backup battery
- Warranty: 1 year parts warranty
- Certifications: CSA

2.4 EQUIPMENT MANAGEMENT SOFTWARE LICENSE: Cloud-based control software equal to CloudEASE by ParkingBOXX.



City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
**SECTION 01010**

**3.0 EXECUTION**

- 3.1 The materials and procedures and practices of the installation of the Vehicle Entry Management System shall be in accordance with generally accepted construction standards. Installation Technicians shall remain on-site during initial system Go-Live operations until the system is functioning properly.





## PARKING BOXX RFP RESPONSE

City of Port Lavaca

### RFP: VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK

Presented to:

**Wayne Schaffer - Public Works Director**

City of Port Lavaca

202 N. Virginia Street

Port Lavaca, Texas 77979

By:

**Aaron Asp - CEO**

Parking BOXX Corp.

Submitted: February 27, 2025



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**Appendix A - Quote..... 12**

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Cover Letter

Wayne Schaffer  
Public Works Director  
202 N. Virginia St.  
Port Lavaca, Texas 77979

February 27, 2025

We are happy to present our proposal for the City of Port Lavaca. We are confident that we have the solution to match the current requirements and for future expansion and integration. As required, we can provide a comprehensive turn-key solution with equipment, installation, training, maintenance, configuration, integration, software and support. Our CloudEASE parking management system is built upon modern technologies and approaches. The system is reliable, robust and resilient as well as being intuitive and easy to use.

As a turnkey parking technology solution provider; all hardware, kiosks, cloud controllers, software, and barrier gates are manufactured and supported directly by our production, support & service teams. Our Parking Management systems are reliable, easy and intuitive for the end user and parking operators. Our experience working closely with cities, government, hospitals, hotels, airports and other private and public organizations has enabled us to incorporate the critical functionality, features and reliability that parking operators need.

Our CloudEASE smart parking management system with secure cloud-based architecture enables operators to ensure streamlined, reliable and secure parking operations with real-time control, reporting and analytical data with an efficient and effective user experience. CloudEASE is an intuitive, easy to use system that works seamlessly, reliably and efficiently for parking management and operations. Our goal is **Parking Made Easy™**

Yours Sincerely,



Aaron Asp,  
CEO  
Parking BOXX Corp.



**Bid Form**

City of Port Lavaca  
 VEHICLE ENTRY MANAGEMENT SYSTEM  
 LIGHTHOUSE BEACH PARK  
 SECTION 00300

**BID FORM**

Bidding Firm: Parking BOXX Corp  
 Address: 9450 SW Gemini Drive, Suite 5000  
 City, State, Zip: Beaverton, OR 97008  
 Phone: 800-618-1230 Email: sales@parkingboxx.com  
 Project: **VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE BEACH PARK**

We propose to furnish all labor, equipment, and all other things necessary to furnish and install an automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified in the Bid package dated 2.12.2025.

EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	LS	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.		\$ 33,382.00
3	EA	TRAFFIC BOLLARDS	\$ 300.00	\$ 900.00
1	YR	OPERATING SOFTWARE LICENSE	\$ 3000.00	\$ 3000.00
5	EA	THERMAL TICKET ROLL	\$ 315.00	\$ 315.00
200	EA	PROXIMITY ACCESS CARD	\$ 395.00	\$ 790.00
600	EA	BLANK STOCK COUPONS	\$ 50.00	\$ 50.00
2	EA	SPARE 12' GATE ARMS	\$ 227.50	\$ 455.00
TOTAL BASE BID:			\$ 38,892.00	

If awarded this contract, the undersigned will provide proof of insurance and execute a satisfactory construction contract within 15 days after the Notice of Award.

The undersigned BIDDER agrees to the following:

- A. To perform all Work with skilled craftsmen experienced in the applicable trades and in general conformance accepted construction industry standards.

City of Port Lavaca  
VEHICLE ENTRY MANAGEMENT SYSTEM  
LIGHTHOUSE BEACH PARK  
SECTION 00300

- B. To complete the Work within \_\_\_\_\_ calendar days from the Notice to Proceed.  
\* To complete the Work within 4-6 weeks from Parking BOXX's receipt of customer deliverables (including deposit payment, merchant account creation and artwork approval) as noted in the proposal.
- C. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), the sample agreement, and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

Communications regarding this BID shall be directed to the BIDDER's contact information provided above.

SUBMITTED this 27th day of February, 2025

By  \_\_\_\_\_  
Signature

CEO  
\_\_\_\_\_ Title

Seal if Bidder is Corporation

Statement of Bidders Qualifications

STATEMENT OF BIDDER'S QUALIFICATION

(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: February 20, 2025

Bidder: (Legal Name of Firm) Parking BOXX Corp.

Address: 9450 SW Gowini Dr. Suite 5000 Beaverton OR 97008 website (if applicable): www.parkingboxx.com

Check which applies: (X) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other

- Number of years has your organization been in business as a Contractor? 85+
Number of years your organization been in business under its present name? 14 years
List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Development, Production, Installation, Support, Service

Total Staff employed by firm (break down by managers and trades)

58 Staff 5 Managers 11 Production/Installation/Service 11 Support 8 Development

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If yes, provide details)

No

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

No

On a separate sheet, list work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

Bidder Date February 20, 2025



**Current Contracts**

*List Work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.*

Parking BOXX currently has 71 projects under contract. Included in these projects are

- Hampton Fairfield Grand Junction Colorado
- SpringHill suites Grand Junction, CO
- Oliver Properties, St. Louis MO
- Cameron Park Community Services District, California
- Hidden Cove Park, Frisco, TX
- City of Fairmont, WV

**Recent Contracts**

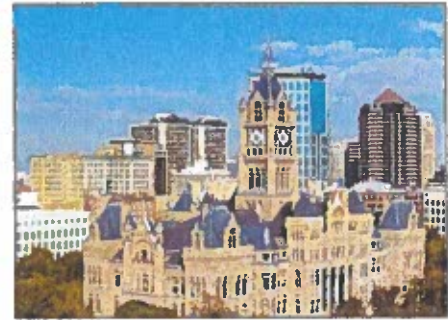
A recently completed project was **Encino Place**, in Encino CA.

Project:	<b>Encino Place</b> - 16101 Ventura Blvd, Encino CA 91436
Contact:	Jame DeMircift, Owner <a href="mailto:James@CDEMNGT.com">James@CDEMNGT.com</a> 818-547-3020
Date	January 2025
Scope:	2 Entry BOXX, 2 Exit BOXX, 2x Barrier Gate folding, 1 x Mini Pay BOXX, 2 HandHeld Validators
Contract Amount:	\$81,562.50

List at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

**The Ohio Statehouse - State Capitol Building**

The Ohio Statehouse is the state capitol building and seat of government, housing the Ohio General Assembly, consisting of the House of Representatives and the Senate. The Capitol Square Review and Advisory Board (“CSRAB”) required a full turnkey upgrade of their existing PARCS system for their three level, 1,200 space parking garage. We implemented our state of the art, CloudEASE full featured, gated parking system, to manage the 4 Entry Lanes, 4 Exit Lanes, 2 Nesting Lanes integrated with existing garage doors, 6 Big Pay BOXX, 8 Ramp Counters, 4 Handheld Point-of-Sale for Event Prepayment, Validations, integration with existing reverse lane and lot full, signage and Transcore readers. The order was placed, with a short timeline to install. The install was around 5 days with 4 days of Concierge Service.



Project:	Ohio Statehouse - 1 Capitol Square, Columbus, OH 43215, USA
Contact:	Terry Payne - <a href="mailto:terry.payne@ohiostatehouse.org">terry.payne@ohiostatehouse.org</a> (614) 728 2564
Date	August 2023
Scope:	8 x Lanes, Three (3) levels, Employee Nesting Area, Handheld POS for event pre-payment and ticketing for a, 1,200 space parking garage

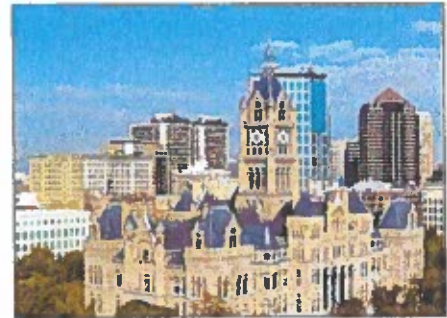
**University of Michigan Health - Sparrow Hospital**

Parking BOXX was awarded the RFP for this UM campus. We worked closely with their network team to ensure that the existing fiber, copper, network closets and other LAN variables met the needs of the parking system. In addition to the many parking garages in this project, Parking BOXX also developed a custom SAML Active Directory Validation App authentication to allow the hundreds of staff members to be able to validate and properly track user and department usage.

Project:	<b>University of Michigan Health - Sparrow Hospital-</b> 1215 East Michigan Avenue, Lansing MI 48912
Contact:	Sarah Sossou, Manager Hospital Operations, <a href="mailto:sarah.sossou@umsparrow.org">sarah.sossou@umsparrow.org</a> (517) 364-3936
Date:	August 2024
Scope:	<u>Garage A:</u> 4 x Entry BOXX; 3 x Exit BOXX; and 2 x Big Pay BOXX plus applicable Folding and Straight Arm Barrier Gates. <u>Garage B</u> 3 x Entry BOXX; 4 x Exit BOXX plus applicable Folding gates. <u>Garage C:</u> 3 x Entry BOXX; and 3 x Exit BOXX plus applicable Folding and Straight Arm Barrier Gates Order Included 3 x Handheld Validators; 1 x P-123 Web Validation and 11 x Dual Mount Cameras with NVR- Project then expanded to <u>Lot H:</u> 6 x Barrier Gates and 1 x Barrier Gate Reverse. <u>Lot D:</u> 4x Barrier Gate and 2 x Barrier Gate Folding. <u>Executive Lot:</u> 2 x Barrier Gates

**Utah State Board of Education**

The Utah State Board of Education is a government organization for the public education system in the state of Utah. Parking BOXX was the successful proponent of an RFP. A Parking BOXX customer since 2018, the Utah State Board of Education upgraded to a CloudEASE Cloud-based Parking Management system (Upgrade: January 2024). The system consists of 2x entry 2x exit lanes, handheld validation, VOIP Intercoms and custom kiosk branding.



Project:	Utah State Board of Education - 250 E South, Salt Lake City, Utah 84111
Contact:	Cammy Wilcox, Administrative Service Manager <a href="mailto:Cammy.Wilcox@schools.utah.gov">Cammy.Wilcox@schools.utah.gov</a> (801) 538-7514
Date:	January 2024
Scope:	2 x Entry BOXX & Barrier Gate; 2 x Exit BOXX & Barrier Gate 1x Handheld Validator

**The City of Houston Health Department**

The City of Houston Health Department works in partnership with the community to promote and protect the health and social well-being of Houstonians and the environment in which they live. The City of Houston Health Department is located at 8000 North Stadium Drive in Houston, Texas. The parking garage attached to their office has 412 spaces. The equipment at this site features an Entry BOXX, with 2 Exit BOXX units on either side of the structure. Multiple barrier gates with a single flexible barrier gate, Handheld POS BOXX, and vehicle loop detectors.



Project:	The City of Houston Health Department 8000 N Stadium Dr, Houston, TX 77054
Contact:	Cynthia Guzman Mngr, Deputy Registrar <a href="mailto:Cynthia.Guzman@houstontx.gov">Cynthia.Guzman@houstontx.gov</a> (832) 393 4312
Date	June 2023
Scope:	1x Entry lane and 2x Exit lane equipment plus multiple barrier gates. Customer also added a Handheld POS BOXX.

**U.S. Department of Defense, Shades of Green on Walt Disney World Resort - Florida**

The US Department of Defense owns and operates the Shades of Green resort located on the Walt Disney property. Our project at the parking garage at the Shades of Green Resort in Lake Buena Vista, Florida, is nestled southwest of the Seven Seas Lagoon at Disney's Magic Kingdom. We equipped this location with a full featured gated parking system, with 2 Entry BOXX, 2



Exit BOXX, Big Pay BOXX, multiple barrier gates allowing entry in and out of the parking garage with the correct clearance, and vehicle loop detectors within.

Project:	<b>U.S. Department of Defense, Shades of Green on Walt Disney World Resort</b> - 1950 West Magnolia Palm, Lake Buena Vista, FL 32830
Contact:	Corry Scott, Emergency Management and ATO Officer Corry.scott@shadesofgreen.org
Date	April 2024
Scope:	2 x Entry BOXX, 2 x Exit BOXX, 1 x Big Pay BOXX, 2x Handheld

Appendix A - Quote



Quote PBXQ8582

**Prepared For:**  
**City of Port Lavaca Public Works**  
 202 North Virginia Street  
 Port Lavaca, TX 77979  
 United States  
 Phone: (361) 552-3347  
 Email: wshaffer@portlavaca.org

**Prepared By:**  
**Parking BOXX**  
 Phone: 800-518-1230 x2  
 Email: proposals@parkingboxx.com  
 Website: https://parkingboxx.com

**Terms**  
**P.O. Number**  
**Ship Via**  
 FREIGHT

Line Item Detail

Qty	Description	Unit Price	Ext. Price
1	FLAT-RATE BOXX: Credit Card Only	\$16,900.00	\$16,900.00
1	PROXIMITY CARD READER UPGRADE (Note: 1 unit required per machine)* [#ACR-501]	\$395.00	\$395.00
1	CALL FOR ASSISTANCE: VoIP Intercom w/Remote Gate Open (rectangle) (Note: 1 unit required per machine)* [#INT-500]	\$1,195.00	\$1,195.00
1	SCANNER UPGRADE: 1D/2D Barcode Scanner (Note: 1 unit required per machine)* [#SCR-501]	\$1,600.00	\$1,600.00
2	BARRIER GATE: Straight Arm	\$3,885.00	\$7,770.00
4	BARRIER GATE ARM 12' w/Red Reflective Tape* [#ARM-012]	\$325.00	\$1,300.00
4	SAW CUT LOOP OVERSIZED* [#SCL-610]	\$800.00	\$3,200.00
3	BOLLARD BOLT-DOWN YELLOW 3.5"x42"* [#BOL-501Y]	\$300.00	\$900.00
1	FRB PREPAID 1-YEAR SOFTWARE LICENSE* [#CLD-019]	\$3,000.00	\$3,000.00
1	THERMAL TICKET ROLL CloudeEASE GATED (BOX OF 5 ROLLS)( reverse rolled): up to 4000 tickets/receipts per roll* [#PAP-505]	\$315.00	\$315.00
2	PROXIMITY ACCESS CARD CS 26 BIT (BOX OF 100)* [#PAC-100]	\$395.00	\$790.00
1	COUPONS BLANK STOCK (100 SHEETS OF 6)* [#PAP-705]	\$50.00	\$50.00

Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies or omissions. Product shipped as ordered - ensure correct part numbers, products and compatibility. Orders sent FOB Milton, OH or Serbia, OH, collect or on account via the courier specified above, if any. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge. Customer is responsible to provide all applicable civil work (including concrete, 120V electrical with 20amps per line, network/Ethernet, data communication, phone lines, saw cut loops) and associated permits as required, unless otherwise agreed in a separate Civil Work Agreement. Delivery & Schedule are subject to Parking BOXX's approval of Customer's site readiness photos showing completed civil work. This quote is subject to the Terms of Sale at parkingboxx.com/terms and the attached Terms, Fees & Warranty. Prices quoted are in effect for 30 days unless otherwise stated.

**Line Item Detail**

Qty	Description	Unit Price	Ext. Price
1	DESIGN PLAN/PROJECT MANAGEMENT [#SSS-401]	\$2,500.00	\$2,500.00
1	SYSTEM INSTALLATION & TRAVEL (FRB): Mount & Bolt, Hook Up & Commission (Note: the price is \$4000 plus \$500 per BOXX (FRB, Mini Pay BOXX, Cashier BOXX & ACB), \$250 per Gate & Hotel Pedestal and \$50 per Bollard, to be adjusted at time of invoicing.) [#SSS-515]	\$5,150.00	\$5,150.00
1	CONCIERGE SERVICE (FRB): Installation Techs remain on-site during Go-Live. This service is required to initiate the Remote Support portion of your warranty. Until the Concierge Service has been completed, all Remote Support inquiries will be billable. [#SSS-525]	\$1,500.00	\$1,500.00
1	SYSTEM WARRANTY & TRAINING (FRB): 1 year warranty (see proposal Terms, Fees & Warranty), on-site hardware training & on-line software training, plus unlimited software training during warranty period. [#SSS-715]	\$750.00	\$750.00
1	FREIGHT & HANDLING: For transportation within the continental US & Canada, the fee will be \$1000 plus \$250 per BOXX (Flat-Rate BOXX, Mini Pay BOXX, Cashier BOXX & Access Control BOXX), Gate or Hotel Pedestal and \$25 per Bollard, to be adjusted at time of invoicing. Additional transit to destinations outside the continental US & Canada are the Customer's responsibility (both cost & coordination). [#FREIGHT FRB]	\$1,825.00	\$1,825.00



**Best Price Guarantee**  
 If you have an apples-to-apples quote lower than our Total System Price, **Parking BOXX will beat it by 10%**!  
 Buy direct from the Manufacturer & SAVE.

<b>SubTotal</b>	\$38,892.00
<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$38,892.00</b>

Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies or omissions. Product shipped as ordered - ensure correct part numbers, products and compatibility. Orders sent FOB Milton, ON or Sarnia, ON, collect or on account via the courier specified above, if any. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge. Customer is responsible to provide all applicable civil work (including concrete, 120V electrical with 20Amps per lane, network/Ethernet, data communication phone lines, saw cut loops) and associated permits as required, unless otherwise agreed in a separate Civil Work Agreement. Delivery & Schedule are subject to Parking BOXX's approval of Customer's site readiness photos showing completed civil work. This quote is subject to the Terms of Sale at parkingboxx.com/terms and the attached Terms, Fees & Warranty. Prices quoted are in effect for 30 days unless otherwise stated.





## TERMS, FEES & WARRANTY

### TERMS

**General Terms of Sale.** Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies, or omissions. Product shipped as ordered. Please ensure correct part numbers, products and compatibility. Orders sent FOB Milton, ON or Sarnia, ON, collect or on account via the courier specified in the quote and/or proposal. Quotes and proposals are subject to terms at parkingboxx.com/terms. Prices quoted are in effect for 30 days unless otherwise stated.

**Site Preparation & Civil Work.** Unless otherwise stated in your quote/proposal, all Permits (including Building and Electrical) must be obtained by Customer. Customer is responsible to provide all applicable site preparation & civil work (including concrete, 120V electrical with 20 Amps per lane, network/Ethernet, data communication, phone lines, saw cut & PVC loops), associated permits as required, and for shipping any items to be installed inside the kiosks to Parking BOXX. Parking BOXX will provide installation drawings upon receipt of deposit payment. Customer is responsible to ensure the site meets the specifications listed in the drawings. Additionally, Customer shall be responsible for all Site Preparation & Civil Work (as outlined in the quote/proposal, site specific drawings and Site Prep Guide). Parking BOXX is not responsible for any Site Preparation & Civil Work unless specifically agreed in a separate, written agreement signed by both parties.

**Terms of Quote and/or Proposal Supersede.** In the event that a specific term in the offer, quote and/or proposal conflicts with a term listed herein, the term in the accepted quote/proposal shall supersede.

**Delivery.** Unless otherwise stated in the offer/quote/proposal, the timeframe for delivery and installation shall be the agreed upon timeframe or in the absence of a timeframe, 10-12 weeks, from receipt of purchase order and deposit payment and receipt of any other Customer Deliverables (including artwork approval and Merchant account creation). Blackout dates for installation are the last two weeks of each calendar year.

**Payment Terms.** Payment terms shall be 50% due at time of order & 50% due prior to shipping or paid to Technicians after Installation and System Acceptance. Upon receipt of the project balance payment, Customer shall receive a Welcome Package, which includes the keys and passwords for the Parking System.

**Concierge Service.** If the site does not go live immediately after installation, the quoted Concierge Service fee shall apply for a return trip. Going live without the Concierge Service may limit or void the Parking System warranty. Additionally, all Remote Support will be billable until Concierge Service has been completed.

### FEES

**Taxes & Shipping.** If not specified in your quote/proposal, applicable taxes and shipping charges will be added at time of invoicing. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge.

**Installation Agreement.** Upon completion of any Customer Deliverables listed in the quote/proposal, Parking BOXX shall send an Installation Agreement to the Customer regarding the details of scheduling, including available dates, rules and fees for rescheduling and deficiency fees of \$250/hour + materials + 10%.

**Merchant Accounts.** Parking BOXX offers these options: In the USA: Option A: Customers may open the required Gateway & Merchant account via approved gateway; Option B: USA only: Customer may open a Parking BOXX sub-merchant account, which offers a rate of 2.9% + \$0.30 per transaction. In Canada, EMV/Interac shall be processed directly with Moneris.

**VoIP Intercom.** For Parking Systems with VoIP Intercoms, the VoIP Intercoms have 2 dialing options: 1. Call any North America phone/cell number. Includes initial time and date calling rule configuration; 2. Call a single Master Intercom Console via the local area network (LAN). The Master Intercom Console is a separate hardware purchase.

**Cloud Fees.** If applicable, Cloud Fees or Management Software Fees shall be specified in your offer/quote/proposal. Additionally, if Customer is unable to provide a hard-wired internet connection with Internet access for the LAN and Modem connectivity is required, this is not included unless a Modem and the associated fees have been quoted. In the USA, data plans are available and Customer shall be responsible for any misuse or abuse of data usage. In Canada, Customers are to provide a SIM card and data plan.

### WARRANTY

General Terms and Conditions:

**Start Date.** The Warranty Start Date shall commence on the date Equipment ships from Parking BOXX or if the System is installed by Parking BOXX, then date on which the Equipment is, in the sole discretion of Parking BOXX, ready to be operational. Extended Warranty renewals shall be extended from the prior warranty end date. Warranty is valid only for the original purchaser of Equipment and is not transferable. Warranties contained herein are in lieu of all other warranties expressed or implied, including warranties of merchantability and fitness for a particular purpose and exclude all liability for incidental or consequential damages however caused.





If there is a recall or safety notice issued by Parking BOXX for a particular Component, notice shall be sent to Customer. All Warranties offered herein are subject to Limitations of Warranty set forth below. No employee or representative of Parking BOXX may modify the Warranty unless in writing signed by a Parking BOXX corporate officer.

**Testing & Training.** Testing with Support Technicians and participation in training is required to initiate your Warranty. It is the responsibility of the customer to confirm that network and any merchant accounts are fully tested and continue to be confirmed working.

**STANDARD WARRANTY**

**Parts.** Parking BOXX warrants that Equipment (other than items listed under WARRANTY EXCLUSIONS) shall be free from defects in materials and workmanship for one (1) year from the Warranty Start Date. Equipment deemed defective shall be repaired or replaced pursuant to the discretion of Parking BOXX, and replaced and repaired parts shall be sent to Customer on Customer's shipping account or be charged applicable shipping charges.

**Labor.** Factory labor for the repair or replacement of defective Parts is included at no charge for one (1) year from the Warranty Start Date. Labor for on-site Service Calls and Routine Maintenance is not included under the Standard Warranty. For one (1) year from the Warranty Start Date coverage also includes:

- Unlimited Remote Support & Training during Business Hours.
- Software Maintenance Releases.

**Basic Troubleshooting.** Equipment shall only be deemed defective and subject to Warranty coverage after the Customer has completed all basic troubleshooting steps as requested by Parking BOXX Technicians. To initiate warranty coverage, Customer is responsible for completing basic troubleshooting, including resolving paper jams, coin jams, bill jams, replacing items that require only a screwdriver or pliers, resetting power, plugging in cables and replacing chips, SIM cards & SD cards as necessary.

**WARRANTY EXCLUSIONS:** Warranties offered by Parking BOXX do not cover: proximity cards, barrier gate arms, vehicle loop detectors, consumables, or shipping costs. Please inspect all items upon receipt to report any shipping damage to shipper. For express shipments, damaged boxes should be refused. For freight shipments if damage is noticed, do NOT open the box but immediately take photos and send to support@parkingboxx.com. If such damage is not reported upon receipt, then neither Parking BOXX nor the shipper shall cover damage due to shipping. Further Parking BOXX does not warranty any work performed by telecommunication, electrical, or civil contractors selected by Customer. Parking BOXX also does not cover: third party items, not provided by Parking BOXX, such as RFID or hotel card readers, IT infrastructure, including but not limited to routers, Ethernet

cables, WiFi access points, etc.; local backup or recovery of Software or data; software reinstallation due to Customer's general computer related problems, such as viruses, new computer, or disk failure; updates or other changes required due to Merchant Processor requirements or Bill, Coin or other currency specifications; normal wear and tear, including repair and replacement of parts due to normal wear and tear; warranty support requests received after the expiration of the Warranty or where Customer has failed to reply to Parking BOXX Support emails or phone calls within five (5) business days; or damage due to acts of god or nature or vandalism.

**VOIDING WARRANTY:** Warranty coverage shall be void upon: improper use of product, abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with Parking BOXX's instructions on usage and maintenance. Warranty may be voided upon, but not limited to the following circumstances:

- Connection to a faulty power source, a power source that surges or a power source or any other connection with incorrect voltage.
- Installation by an unauthorized service center.
- Use not consistent with the instructions and technical or safety standards prescribed in the product user manual.
- Alteration, modification, disassembly or unauthorized repair or attempted repair of Components.
- Usage of the product in conjunction with accessories that are not approved by Parking BOXX in writing.
- Customer or End User inflicted intentional or accidental damage or vandalism.
- Alteration, deletion, or removal of the serial number or manufacturer labels or security stickers.
- Failing to complete the required Concierge Service, Hardware Training and/or Software Training prior to making the parking system operational.

**EXTENDED WARRANTY**

Extended Warranties are only available to Customers who have Equipment installed and serviced exclusively by Parking BOXX and have an active Warranty & Maintenance Plan for that Equipment with Parking BOXX. Terms may be changed for renewals or extensions of Warranty coverage. If an Extended Warranty is requested for Parking Systems that have been installed or serviced by a third party, Parking BOXX reserves the right to inspect the Equipment and refuse the request or to refuse any request for an Extended Warranty for any reason. Only supported Equipment and Software qualify for Extended Warranty options.

----- End of Terms Fees & Warranty Document -----



**Contact Us**    800-518-1230    sales@parkingboxx.com    https://parkingboxx.com    12 of 12

# COMMUNICATION

**SUBJECT:** Consider award of a Construction Contract for the Smith Road Sidewalk and Bike Lane Project. Presenter is Jody Weaver

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## INFORMATION:

**MEETING:** March 10, 2025

**DATE:** 3.07.2025

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

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** Consider award of a construction contract for the Smith Road sidewalk and Bike Lane project

As you recall, Council budgeted a total of \$500,000 for Street CIP in the FY 24-25 CIP. \$275K was earmarked for this Smith Road project and \$225K was earmarked for the Schooley, Henry and Bonorden Rehab. After getting into the detail design for Smith Road, staff and the design team realized that Smith Road, which was constructed in 2005, had not had any pavement sealant applied in its 20-year life. Therefore, we added a bid item to apply a micro-surfacing sealant over the entire pavement from SH 35 to Texana Drive. Obviously, the cost for the micro-surfacing was not included when the \$275,000 budget figure was established. Since to establish a bike lane basically involves applying new paint striping along with a few signs, it would not be smart to spend the money to establish a bike lane without first spending dollars on needed sealant maintenance on the existing pavement.

Attached is a bid tabulation . Staff Concrete is the low bidder. Using the bid unit prices, I am presenting 4 scenarios for your consideration in awarding a construction contract. The bid tabulation for each scenario is attached as well as the recommendation letter from CivilCorp. Staff Concrete is willing to accept an award that is less than the Base Bid and CivilCorp has confirmed that if Scenario A is awarded, Staff is still the low bidder.

**SCENERIO A: Contract Award \$185,613.79**

Construct ONLY the sidewalk work (no bike lane designation work)

**SCENERIO B: Contract Award \$408,022.99**

Add a micro-surfacing to the entire pavement from SH 35 to Texana Dr. and restripe the road as we had planned that would allow bike lane designation and signage in the future

**SCENERIO C: Contract Award \$428,952.99**

Construct the entire project: sidewalk work, pavement micro-surfacing, restriping and bike lane designation

**SCENERIO D: Contract Award \$408,437.99**

Same as "C" except delete the sidewalk on Smith Road north of the existing sidewalk in front of the Chinese Church.

**AVAILABLE FUNDS:**

The engineering contract is \$50,600, so the remaining CIP funds that had been earmarked for Smith Road are \$224,400, which is adequate to award Scenario A. Public Works had budgeted an additional \$225,000 in this year's CIP for renovations to Schooley, Henry and Bonorden Streets. This dollar amount had been part of an overall project cost estimate if the project were an engineered design and contracted out. But

Wayne and the Public works crews have been able to reduce this cost significantly by reclaiming pavement and making improvements to the ditch drainage IN-HOUSE. This work is still un- Wayne estimates that the total materials needed for this project will be about \$40,000. So, there is \$185,000 of budgeted CIP funds that could be used for this Smith Road project which would allow an award of Scenario B or D. (\$409,400 available).

To award the entire project, would require about \$20,000 from reserves or bond funds.

**PROJECT NEED**

To assist in determining the need for the project, below are the results of a survey we conducted in 2023 among residents of Brookhollow Estates, Jade Bay, and Bay Vista.

- Would you support and utilize the construction of a 5 ft wide sidewalk along Smith Road?  
Yes = 55      No= 11      No response 1
- If Bike lanes were established on Smith Road would you utilize them?  
Yes = 50      No 17
- Do you walk or bike to Lighthouse Beach Park on occasion?  
Yes = 59      No 6      No response 2

**FY 2024-25 SEALCOAT PROGRAM**

It is possible that award of the micro-surfacing could help with this year’s planned “sealcoat” project. Public Works has budgeted \$200,000 this year for the Sealcoat Program. Wayne and I have earmarked Mariemont for this year’s program. Mariemont is made up of hot-mix paved streets. Larry, McPherson, Oleander and Purple Sage were constructed in 2004 and Vail, Jackson, and Leon were a couple years later – perhaps 2008 (?). Clearly a pavement sealant is overdue.

We are planning to utilize a micro-surfacing over these hot-mix streets so as not to create a big change in the roughness of the street after the sealant. Not many contractors do this work in Texas, but we have had several discussions with Intermountain Slurry Seal, Inc. at the TML conferences who does do this work and they are the subcontractor that Staff Concrete would use for this Smith Road project. Based upon the pricing in this Smith Road bid, we estimate that the cost to micro-surface all of Mariemont would be around \$275,000. It is possible though that if I can get a bid package together and bid Mariemont project soon we might get a better price, if Intermountain were interested in submitting a bid and could do the work at the same time they did Smith Road.

**RECOMMENDATION:**

City Staff would like to see an award to Staff Construction of the entire project in the amount of \$428,952.99 with plans to prepare a bid package for the Mariemont Micro-surfacing project in the next couple of months. We understand however if Council would prefer to keep the project within the \$275,000 specifically budgeted for this project, which in that case, city staff recommends a contract award of Scenario A for \$185,613.79 and will propose budgeting for the micro-surfacing and bike lane work in FY 25-26. Note: other hot mix surfaced streets that we will work to include in budgeting a micro-surfacing over the next few years include Village Road, Jennings, Dan, Cheeves, Davis, Oak and Tiney Browning Blvd.



March 6, 2025

Ms. Jody Weaver  
 City Manager  
 City of Port Lavaca

**Re: Smith Road Bicycle Lane and Sidewalk Project – Recommendation Letter**

Dear Jody:

We have reviewed the following two bids received from Staff Concrete Construction and 304 Construction, LLC for the Smith Road Bicycle Lane and Sidewalk Project on March 4, 2025. As a reminder, Base Bid included all of the sidewalk and bicycle lane improvements (where existing striping did not exist or needed to change). Add Alternate No. 1 included fresh striping over the existing double yellow centerline and white edge line that were in the correct configuration and location. Add Alternate No. 2 included Micro-surfacing over the entire pavement limits from SH 35 to Texan Dr and eliminating existing striping shown in Add Alt #2.

<u>Contractor</u>	<u>Base Bid</u>
Staff Concrete Construction	\$241,400.19 (\$241,738.90 shown in original bid due to math error for Line Item 5) (Staff Concrete has agreed to the adjusted amount)
304 Construction	\$299,933.80

<u>Contractor</u>	<u>Add Alternate No. 1</u>
Staff Concrete Construction	\$41,504.40
304 Construction	\$21,786.00

<u>Contractor</u>	<u>Add Alternate No. 2</u>
Staff Concrete Construction	\$146,048.40
304 Construction	Did not use Addendum No. 2 revised bid sheet so bid is not acceptable

<u>Contractor</u>	<u>Base Bid + Add Alternates No. 1 and 2</u>
Staff Concrete Construction	\$428,952.99
304 Construction	N/A

Staff Concrete Construction is the low bidder for the Base Bid and Add Alternate No. 1 work and due to 304 Construction not using the correct bid form for Add Alternate No. 2, Staff has the only valid Add Alternate No. 2 Bid. The Engineer’s Estimate for Base Bid \$306,700.

The bid tabulation is attached to this letter.

Time was set in the contract at 150 calendar days for Base Bid, 155 calendar days for Base Bid and Add Alternate No. 1, and 170 calendar days for Base Bid and Add Alternates No. 1 and 2.



I recommend awarding the project to Staff Concrete Construction in the amount to be determined by Council depending on what is selected for the scope of work. Please let me know if you have any questions or need me to provide any other information.

Sincerely,

Randy P. Janak, PE  
Vice President

XC: Wayne Shaffer – City of Port Lavaca  
Katelyna Thomas – City of Port Lavaca

Attachment



Smith Rd Bicycle Lane and Sidewalk Project Bid Tabulation 3/4/2025								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Staff Concrete Construction		304 Construction	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
<b>BASE BID</b>								
1	500	Mobilization	1	LS	\$ 17,000.00	\$ 17,000.00	\$15,000.00	\$ 15,000.00
2	502	Barricades, Signs and Traffic Handling	1	LS	\$ 8,160.00	\$ 8,160.00	\$12,000.00	\$ 12,000.00
3	506	Temporary Sediment Control Fence, Complete in Place	50	LF	\$ 23.00	\$ 1,150.00	\$ 7.00	\$ 350.00
4	506	Temporary Sediment Control Fence (Remove), Complete in Place	50	LF	\$ 15.00	\$ 750.00	\$ 5.00	\$ 250.00
5	531	Concrete Sidewalk, Complete in Place	1129	SY	\$ 85.51	\$ 96,540.79	\$ 100.00	\$ 112,900.00
6	531	Concrete Sidewalk w/ 6" Curb (Var. 6"-12"), Complete in Place	161	SY	\$ 115.00	\$ 18,515.00	\$ 100.00	\$ 16,100.00
7	531	Curb Ramp Ty 10, Complete in Place	14	EA	\$ 1,900.00	\$ 26,600.00	\$ 2,500.00	\$ 35,000.00
8	531	Curb Ramp Ty 1, Complete in Place	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 4,000.00	\$ 12,000.00
9	531	Curb Ramp Ty 2, Complete in Place	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
10	531	Sidewalk Drain	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
11	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R4-4)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00
12	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R1-1)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
13	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R3-17) & (R8-3a)	12	EA	\$ 1,250.00	\$ 15,000.00	\$ 1,000.00	\$ 12,000.00
14	644	Remov and Relocate Exist Sign (TY 10)(BWG)(1)SA(P)	1	EA	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
15	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	2956	LF	\$ 4.80	\$ 14,188.80	\$ 2.30	\$ 6,798.80
16	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	3103	LF	\$ 4.80	\$ 14,894.40	\$ 2.30	\$ 7,136.90
17	666	Refl Pav Mark Ty I (W)4"(BRK)(090 MIL)	40	LF	\$ 4.80	\$ 192.00	\$ 2.30	\$ 92.00
18	668	Prefab Pav Mark Ty C (W)(Bike Arrow)	13	EA	\$ 120.00	\$ 1,560.00	\$ 920.00	\$ 11,960.00
19	668	Prefab Pav Mark Ty C (W)(Bike Symbol)	13	EA	\$ 240.00	\$ 3,120.00	\$ 920.00	\$ 11,960.00
20	668	Prefab Pav Mark Ty C (W)(Solid)(24")	86	LF	\$ 18.00	\$ 1,548.00	\$ 14.00	\$ 1,204.00
21	677	Eliminate Exist Pav Mark (4")	3400	LF	\$ 1.20	\$ 4,080.00	\$ 5.75	\$ 19,550.00
22	677	Eliminate Exist Pav Mark (12")	169	LF	\$ 3.60	\$ 608.40	\$ 6.90	\$ 1,166.10
23	677	Eliminate Exist Pav Mark (24")	124	LF	\$ 7.20	\$ 892.80	\$ 34.00	\$ 4,216.00
24	2660	Adjust Water Valve to Grade	6	EA	\$ 100.00	\$ 600.00	\$ 920.00	\$ 5,520.00
25	2660	Adjust Water Meter to Grade	1	EA	\$ 100.00	\$ 100.00	\$ 230.00	\$ 230.00
26		Project Sign	1	EA	\$ 1,450.00	\$ 1,450.00	\$ 1,000.00	\$ 1,000.00
						\$ 241,400.19		\$ 299,933.80
<b>ADD ALTERNATE NO. 1</b>								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	AMOUNT BID (QTY. X UNIT PRICE)	AMOUNT BID (QTY. X UNIT PRICE)
1	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	3992	LF	\$ 4.80	\$ 19,161.60	\$ 2.50	\$ 9,980.00
2	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	4156	LF	\$ 4.80	\$ 19,948.80	\$ 2.50	\$ 10,390.00
3	668	Prefab Pav Mark Ty C (W)(Solid)(12")	146	LF	\$ 9.00	\$ 1,314.00	\$ 6.00	\$ 876.00
4	668	Prefab Pav Mark Ty C (W)(Solid)(24")	36	LF	\$ 30.00	\$ 1,080.00	\$ 15.00	\$ 540.00
<b>TOTAL</b>						\$ 41,504.40		\$ 21,786.00
<b>ADD ALTERNATE NO. 2</b>								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	350	Microsurfacing (Ty II Aggr)(SAC-B)	193	TON	\$ 702.00	\$ 135,486.00	\$ -	\$ -
2	677	Eliminate Exits Pav Mark (4")	8,148	LF	\$ 1.20	\$ 9,777.60	\$ -	\$ -
3	677	Eliminate Exits Pav Mark (12")	146	LF	\$ 3.60	\$ 525.60	\$ -	\$ -
4	677	Eliminate Exits Pav Mark (24")	36	LF	\$ 7.20	\$ 259.20	\$ -	\$ -
<b>TOTAL</b>						\$ 146,048.40		\$ -
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1</b>						\$ 282,904.59		\$ 321,719.80
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1 AND 2</b>						\$ 428,952.99		\$ -

Smith Rd Bicycle Lane and Sidewalk Project Scenario A								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Staff Concrete Construction		304 Construction	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
<b>BASE BID</b>								
1	500	Mobilization	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
2	502	Barricades, Signs and Traffic Handling	1	LS	\$ 8,160.00	\$ 8,160.00	\$ 12,000.00	\$ 12,000.00
3	506	Temporary Sediment Control Fence, Complete in Place	50	LF	\$ 23.00	\$ 1,150.00	\$ 7.00	\$ 350.00
4	506	Temporary Sediment Control Fence (Remove), Complete in Place	50	LF	\$ 15.00	\$ 750.00	\$ 5.00	\$ 250.00
5	531	Concrete Sidewalk, Complete in Place	1129	SY	\$ 85.51	\$ 96,540.79	\$ 100.00	\$ 112,900.00
6	531	Concrete Sidewalk w/ 6" Curb (Var. 6"-12")), Complete in Place	161	SY	\$ 115.00	\$ 18,515.00	\$ 100.00	\$ 16,100.00
7	531	Curb Ramp Ty 10, Complete in Place	14	EA	\$ 1,900.00	\$ 26,600.00	\$ 2,500.00	\$ 35,000.00
8	531	Curb Ramp Ty 1, Complete in Place	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 4,000.00	\$ 12,000.00
9	531	Curb Ramp Ty 2, Complete in Place	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
10	531	Sidewalk Drain	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
11	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R4-4)		EA	\$ 1,250.00	\$ -	\$ 2,000.00	\$ -
12	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R1-1)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
13	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R3-17) & (R8-3a)		EA	\$ 1,250.00	\$ -	\$ 1,000.00	\$ -
14	644	Remov and Relocate Exist Sign (TY 10)(BWG)(1)SA(P)	1	EA	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
15	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)		LF	\$ 4.80	\$ -	\$ 2.30	\$ -
16	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)		LF	\$ 4.80	\$ -	\$ 2.30	\$ -
17	666	Refl Pav Mark Ty I (W)4"(BRK)(090 MIL)		LF	\$ 4.80	\$ -	\$ 2.30	\$ -
18	668	Prefab Pav Mark Ty C (W)(Bike Arrow)		EA	\$ 120.00	\$ -	\$ 920.00	\$ -
19	668	Prefab Pav Mark Ty C (W)(Bike Symbol)		EA	\$ 240.00	\$ -	\$ 920.00	\$ -
20	668	Prefab Pav Mark Ty C (W)(Solid)(24")	86	LF	\$ 18.00	\$ 1,548.00	\$ 14.00	\$ 1,204.00
21	677	Eliminate Exist Pav Mark (4")		LF	\$ 1.20	\$ -	\$ 5.75	\$ -
22	677	Eliminate Exist Pav Mark (12")		LF	\$ 3.60	\$ -	\$ 6.90	\$ -
23	677	Eliminate Exist Pav Mark (24")		LF	\$ 7.20	\$ -	\$ 34.00	\$ -
24	2660	Adjust Water Valve to Grade	6	EA	\$ 100.00	\$ 600.00	\$ 920.00	\$ 5,520.00
25	2660	Adjust Water Meter to Grade	1	EA	\$ 100.00	\$ 100.00	\$ 230.00	\$ 230.00
26		Project Sign	1	EA	\$ 1,450.00	\$ 1,450.00	\$ 1,000.00	\$ 1,000.00
						\$ 185,613.79		\$ 223,054.00
<b>ADD ALTERNATE NO. 1</b>								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	AMOUNT BID (QTY. X UNIT PRICE)	AMOUNT BID (QTY. X UNIT PRICE)
1	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)		LF	\$ 4.80	\$ -	\$ 2.50	\$ -
2	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)		LF	\$ 4.80	\$ -	\$ 2.50	\$ -
3	668	Prefab Pav Mark Ty C (W)(Solid)(12")		LF	\$ 9.00	\$ -	\$ 6.00	\$ -
4	668	Prefab Pav Mark Ty C (W)(Solid)(24")		LF	\$ 30.00	\$ -	\$ 15.00	\$ -
<b>TOTAL</b>						\$ -	\$ -	\$ -
<b>ADD ALTERNATE NO. 2</b>								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	350	Microsurfacing (Ty II Aggr)(SAC-B)		TON	\$ 702.00	\$ -	\$ -	\$ -
2	677	Eliminate Exits Pav Mark (4")		LF	\$ 1.20	\$ -	\$ -	\$ -
3	677	Eliminate Exits Pav Mark (12")		LF	\$ 3.60	\$ -	\$ -	\$ -
4	677	Eliminate Exits Pav Mark (24")		LF	\$ 7.20	\$ -	\$ -	\$ -
<b>TOTAL</b>						\$ -	\$ -	\$ -
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1</b>								
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1 AND 2</b>								\$ -



Smith Rd Bicycle Lane and Sidewalk Project Scenario B						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Staff Concrete Construction	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
<b>BASE BID</b>						
1	500	Mobilization	1	LS	\$ 17,000.00	\$ 17,000.00
2	502	Barricades, Signs and Traffic Handling	1	LS	\$ 8,160.00	\$ 8,160.00
3	506	Temporary Sediment Control Fence, Complete in Place	50	LF	\$ 23.00	\$ 1,150.00
4	506	Temporary Sediment Control Fence (Remove), Complete in Place	50	LF	\$ 15.00	\$ 750.00
5	531	Concrete Sidewalk, Complete in Place	1129	SY	\$ 85.51	\$ 96,540.79
6	531	Concrete Sidewalk w/ 6" Curb (Var. 6"-12")), Complete in Place	161	SY	\$ 115.00	\$ 18,515.00
7	531	Curb Ramp Ty 10, Complete in Place	14	EA	\$ 1,900.00	\$ 26,600.00
8	531	Curb Ramp Ty 1, Complete in Place	3	EA	\$ 2,000.00	\$ 6,000.00
9	531	Curb Ramp Ty 2, Complete in Place	1	EA	\$ 2,000.00	\$ 2,000.00
10	531	Sidewalk Drain	1	EA	\$ 3,000.00	\$ 3,000.00
11	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R4-4)		EA	\$ 1,250.00	\$ -
12	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R1-1)	2	EA	\$ 1,000.00	\$ 2,000.00
13	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R3-17) & (R8-3a)		EA	\$ 1,250.00	\$ -
14	644	Remov and Relocate Exist Sign (TY 10)(BWG)(1)SA(P)	1	EA	\$ 200.00	\$ 200.00
15	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	2956	LF	\$ 4.80	\$ 14,188.80
16	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	3103	LF	\$ 4.80	\$ 14,894.40
17	666	Refl Pav Mark Ty I (W)4"(BRK)(090 MIL)	40	LF	\$ 4.80	\$ 192.00
18	668	Prefab Pav Mark Ty C (W)(Bike Arrow)		EA	\$ 120.00	\$ -
19	668	Prefab Pav Mark Ty C (W)(Bike Symbol)		EA	\$ 240.00	\$ -
20	668	Prefab Pav Mark Ty C (W)(Solid)(24")	86	LF	\$ 18.00	\$ 1,548.00
21	677	Eliminate Exist Pav Mark (4")	3400	LF	\$ 1.20	\$ 4,080.00
22	677	Eliminate Exist Pav Mark (12")	169	LF	\$ 3.60	\$ 608.40
23	677	Eliminate Exist Pav Mark (24")	124	LF	\$ 7.20	\$ 892.80
24	2660	Adjust Water Valve to Grade	6	EA	\$ 100.00	\$ 600.00
25	2660	Adjust Water Meter to Grade	1	EA	\$ 100.00	\$ 100.00
26		Project Sign	1	EA	\$ 1,450.00	\$ 1,450.00
						\$ 220,470.19
<b>ADD ALTERNATE NO. 1</b>						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	3992	LF	\$ 4.80	\$ 19,161.60
2	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	4156	LF	\$ 4.80	\$ 19,948.80
3	668	Prefab Pav Mark Ty C (W)(Solid)(12")	146	LF	\$ 9.00	\$ 1,314.00
4	668	Prefab Pav Mark Ty C (W)(Solid)(24")	36	LF	\$ 30.00	\$ 1,080.00
<b>TOTAL</b>						\$ 41,504.40
<b>ADD ALTERNATE NO. 2</b>						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	350	Microsurfacing (Ty II Aggr)(SAC-B)	193	TON	\$ 702.00	\$ 135,486.00
2	677	Eliminate Exits Pav Mark (4")	8,148	LF	\$ 1.20	\$ 9,777.60
3	677	Eliminate Exits Pav Mark (12")	146	LF	\$ 3.60	\$ 525.60
4	677	Eliminate Exits Pav Mark (24")	36	LF	\$ 7.20	\$ 259.20
<b>TOTAL</b>						\$ 146,048.40
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1</b>						\$ 261,974.59
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1 AND 2</b>						\$ 408,022.99

Smith Rd Bicycle Lane and Sidewalk Project Scenario C						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Staff Concrete Construction	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
<b>BASE BID</b>						
1	500	Mobilization	1	LS	\$ 17,000.00	\$ 17,000.00
2	502	Barricades, Signs and Traffic Handling	1	LS	\$ 8,160.00	\$ 8,160.00
3	506	Temporary Sediment Control Fence, Complete in Place	50	LF	\$ 23.00	\$ 1,150.00
4	506	Temporary Sediment Control Fence (Remove), Complete in Place	50	LF	\$ 15.00	\$ 750.00
5	531	Concrete Sidewalk, Complete in Place	1129	SY	\$ 85.51	\$ 96,540.79
6	531	Concrete Sidewalk w/ 6" Curb (Var. 6"-12"), Complete in Place	161	SY	\$ 115.00	\$ 18,515.00
7	531	Curb Ramp Ty 10, Complete in Place	14	EA	\$ 1,900.00	\$ 26,600.00
8	531	Curb Ramp Ty 1, Complete in Place	3	EA	\$ 2,000.00	\$ 6,000.00
9	531	Curb Ramp Ty 2, Complete in Place	1	EA	\$ 2,000.00	\$ 2,000.00
10	531	Sidewalk Drain	1	EA	\$ 3,000.00	\$ 3,000.00
11	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R4-4)	1	EA	\$ 1,250.00	\$ 1,250.00
12	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R1-1)	2	EA	\$ 1,000.00	\$ 2,000.00
13	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) (R3-17) & (R8-3a)	12	EA	\$ 1,250.00	\$ 15,000.00
14	644	Remov and Relocate Exist Sign (TY 10)(BWG)(1)SA(P)	1	EA	\$ 200.00	\$ 200.00
15	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	2956	LF	\$ 4.80	\$ 14,188.80
16	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	3103	LF	\$ 4.80	\$ 14,894.40
17	666	Refl Pav Mark Ty I (W)4"(BRK)(090 MIL)	40	LF	\$ 4.80	\$ 192.00
18	668	Prefab Pav Mark Ty C (W)(Bike Arrow)	13	EA	\$ 120.00	\$ 1,560.00
19	668	Prefab Pav Mark Ty C (W)(Bike Symbol)	13	EA	\$ 240.00	\$ 3,120.00
20	668	Prefab Pav Mark Ty C (W)(Solid)(24")	86	LF	\$ 18.00	\$ 1,548.00
21	677	Eliminate Exist Pav Mark (4")	3400	LF	\$ 1.20	\$ 4,080.00
22	677	Eliminate Exist Pav Mark (12")	169	LF	\$ 3.60	\$ 608.40
23	677	Eliminate Exist Pav Mark (24")	124	LF	\$ 7.20	\$ 892.80
24	2660	Adjust Water Valve to Grade	6	EA	\$ 100.00	\$ 600.00
25	2660	Adjust Water Meter to Grade	1	EA	\$ 100.00	\$ 100.00
26		Project Sign	1	EA	\$ 1,450.00	\$ 1,450.00
						\$ 241,400.19
<b>ADD ALTERNATE NO. 1</b>						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	3992	LF	\$ 4.80	\$ 19,161.60
2	666	Refl Pav Mark Ty I (W)4"(SLD)(090 MIL)	4156	LF	\$ 4.80	\$ 19,948.80
3	668	Prefab Pav Mark Ty C (W)(Solid)(12")	146	LF	\$ 9.00	\$ 1,314.00
4	668	Prefab Pav Mark Ty C (W)(Solid)(24")	36	LF	\$ 30.00	\$ 1,080.00
<b>TOTAL</b>						\$ 41,504.40
<b>ADD ALTERNATE NO. 2</b>						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	350	Microsurfacing (Ty II Aggr)(SAC-B)	193	TON	\$ 702.00	\$ 135,486.00
2	677	Eliminate Exits Pav Mark (4")	8,148	LF	\$ 1.20	\$ 9,777.60
3	677	Eliminate Exits Pav Mark (12")	146	LF	\$ 3.60	\$ 525.60
4	677	Eliminate Exits Pav Mark (24")	36	LF	\$ 7.20	\$ 259.20
<b>TOTAL</b>						\$ 146,048.40
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1</b>						\$ 282,904.59
<b>GRAND TOTAL BASE BID + ADD ALTERNATE NO. 1 AND 2</b>						\$ 428,952.99

# **COMMUNICATION**

**SUBJECT:** Consider adoption of Title VI Nondiscrimination Plan. Presenter is Jody Weaver

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: MARCH 10, 2025****AGENDA ITEM:****DATE:** 03.05.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: CONSIDER APPROVAL OF TITLE IV NON-DISCRIMINATION PLAN**

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The Federal Highway Administration requires all State Transportation Agencies to monitor their Subrecipients for compliance with Title VI and the Americans with Disabilities Act (ADA). TxDOT sent out an online Subrecipient Compliance Assessment Tool last June. The results of our assessment were identified as unsatisfactory as shown in the attached correspondence from TxDOT. We have been given 18 months to fully comply, which would be the middle of December of 2025.

Kateryna has been working with the Title VI Civil Rights Compliance Specialist and used their on-line training and reviewed other entity's policies to prepare this policy. As you recall late last year, we provided Council an initial draft to review. I did not review any comments from Council, but after carefully reviewing it myself, I made several suggestions to simplify the policy and make it easier to read and follow.

It is our understanding that this policy meets all of TxDOT requirements regarding Title VI compliance. We have sent it to the TxDOT Civil Rights Compliance Specialist for review and we expect to hear back from her this Friday. If TxDOT has suggestions for edits, we will go over that with Council on Monday night. In addition to complying with TxDOT requirements, we must have this policy in place prior to bidding our upcoming RESTORE grant project to clear the deteriorated barges from Smith Harbor, which we are hoping to be approved to do this spring.

If there are any questions or concerns about the policy, adoption can be moved to April, and we would still be alright with the RESTORE bid process.

Kateryna is still working on an ADA policy required by TxDOT that is due in December as well, but it is not required by RESTORE.

Attachment: Letter from TxDOT Title VI Compliance Team dated 6/11/2024.



06/11/2024

Joanna P. "Jody" Weaver, P.E.,  
City of Port Lavaca

Port Lavaca, TX,

Dear Joanna P. "Jody" Weaver, P.E.:

Thank you for completing the Title VI Survey located in the Texas Department of Transportation (TxDOT) Subrecipient Compliance Assessment Tool (SCAT). Your organization, City of Port Lavaca, has received a **Red (Unsatisfactory)** status.

This means the organization has not met the basic criteria for Title VI compliance. Additionally, City of Port Lavaca is required to attend the Title VI Subrecipient Technical Assistance Workshop and complete and resubmit the Title VI survey by the end of a 18-month period. The 18-month period begins from the date of this letter.

TxDOT offers technical assistance training to aid Local Governments in becoming or maintaining Title VI compliance. Subrecipient Technical Assistance Workshops are available in recorded format and can be viewed at any time. To access the training video, please click on the link below. You will be required to register to gain access to the video and will receive a certificate upon completion.

[Title VI Subrecipient Technical Assistance Workshop](#)

Feel free to contact the TxDOT Civil Rights Division at 512-416-4700 if you have questions or need additional assistance.

Sincerely,

Title VI Compliance Team  
Civil Rights Division  
Texas Department of Transportation

**CITY OF PORT LAVACA**  
**TITLE VI/ NONDISCRIMINATION PLAN**



**Title VI/ Nondiscrimination Contact Information:**

**City of Port Lavaca**

**Rachel Garza**

**Title VI/ Nondiscrimination Coordinator**

**202 N. Virginia, TX 77979**

**Phone: (361)552-9793 ext.: 221**

**Email: [rgarza@portlavaca.org](mailto:rgarza@portlavaca.org)**

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## 1.0 INTRODUCTION

### 1.1 Title VI Nondiscrimination Policy

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event, that the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

#### **Specific Forms of Discrimination Prohibited**

The City of Port Lavaca’s efforts to prevent discrimination include, but are not limited to prohibiting:

1. The denial of services, financial aid, or other benefits provided under a program.
2. Distinctions in the quality, quantity, or manner in which the benefit is provided.
3. Segregation or separation of persons in any part of the program.
4. Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others.
5. Different standards or requirements for participation.
6. Methods of administration that directly or indirectly or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination.
7. Discrimination in any activities or services related to a highway, infrastructure, or facility built or prepared in whole or in part with Federal funds.

8. Discrimination in any employment resulting from a program or services, the primary purpose of which is to provide employment.

### **The Primary Goals and Objectives of the Title VI Nondiscrimination Plan**

The City must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving service, financial aid, or other benefit under its programs or projects because of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP). Therefore, the primary goals and objectives of the City of Port Lavaca's Title VI Nondiscrimination Plan are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives.
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, sex, age, low income, and Limited English Proficiency (LEP).
3. To prevent discrimination in City programs and activities, whether those programs and activities are federally funded or not.
4. To establish procedures for identifying the impact of any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations.
5. To establish procedures to annually review Title VI compliance of specific program areas within the City.
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City-provided service, project, program, or activity.

As the recipient of Federal transportation funds, the City must comply with Federal and State laws, and related statutes, to ensure equal access to all persons, concerning its programs and activities without regard to race, color, national origin, sex, age, or disability, low-income, and Limited English Proficiency (LEP). Every effort will be made to prevent discrimination in any City-sponsored program or activities, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City's Title VI Plan also establishes procedures to make sure that the City's contractors and sub-recipients adhere to Federal and State laws and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a recipient receiving Federal funds in certain programs and activities, shall monitor its sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good-faith effort to ensure that the sub-recipient corrects any such deficiencies.

## 1.2 Federal Financial Assistance

Title VI states that no program or activity receiving “Federal financial assistance” shall discriminate against individuals based on their race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP). Federal financial assistance may include grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

## 1.3 Authorities

The authorities applicable to the City of Port Lavaca’s Title VI program are included below:

- **Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d)** provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.”
- **The Civil Rights Restoration Act of 1987** restored the intent of Title VI and the broad, institution-wide scope and coverage of non-discrimination statutes to include all programs and activities of federal- aid recipients, sub-recipients, and contractors, whether those programs and activities are federally funded or not.
- **Federal Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)** provides that no person shall, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- **Uniform Act of 1970(42 U.S.C. 4601)** which prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federally assisted programs or activities.
- **Section 504 of the Rehabilitations Act of 1973** which prohibits discrimination based on a handicap/ disability.
- **49 CFR Part 21 U.S Department of Transportation (U.S. DOT) Regulations** for the Implementation of Title VI – requires assurances from states that non-discrimination under any program or activity for which the recipient receives federal assistance from the U. S. DOT, including the Federal Highway Administration (FHWA) will be prevented.
- **28 CFR 50.3** Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964
- **Executive Order No. 12898** Addresses Federal actions to address Environmental Justice in minority populations and low-income populations.
- **Executive Order No. 13166** Addresses the improvement of access to services for persons with Limited English Proficiency.

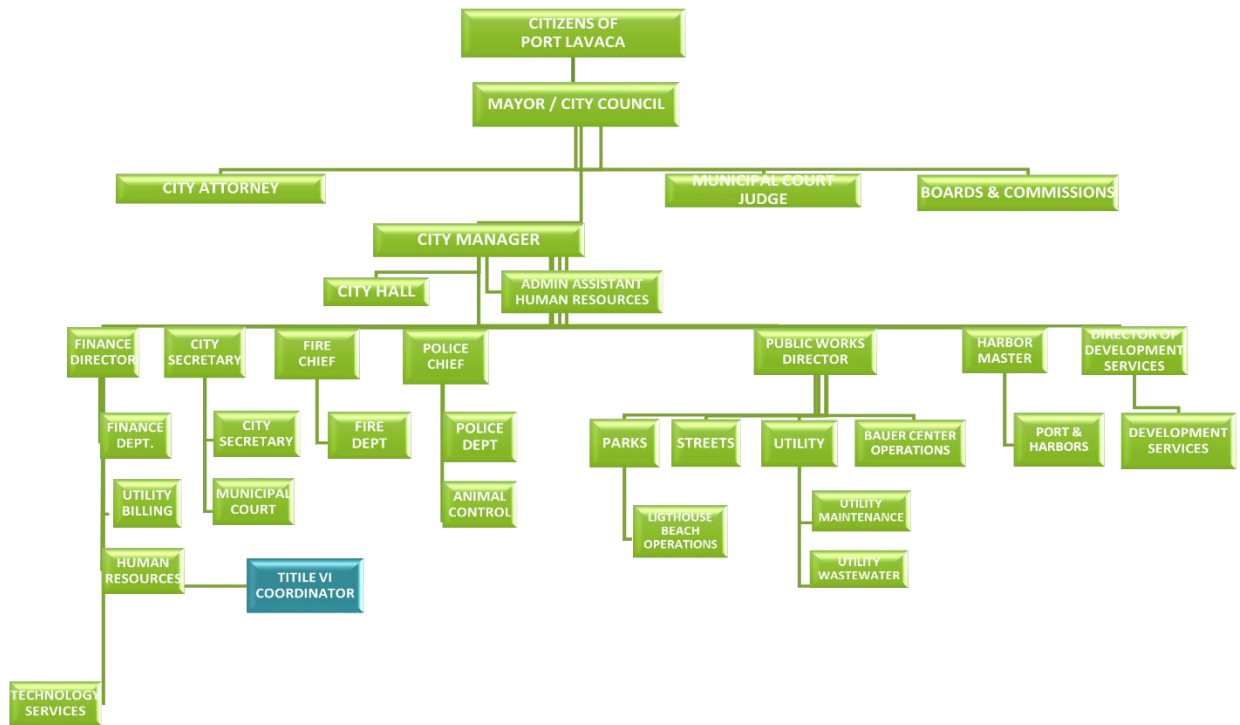
- **Executive Order No. 12250** Department of Justice Leadership and Coordination of Non-Discrimination Laws.

## 2.0 STANDARD DOT ASSURANCES

23 CFR 200.9(A)(1) requires assurances from the city of Port Lavaca that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives Federal assistance for the U.S. Department of Transportation (USDOT), including the FHWA.

The Title VI assurances are submitted to TxDOT every three years or when there is a change in administration. The updated Title VI Assurances are signed by all members of the City Council and located in Attachment 2.

### 3.0 CITY-WIDE ORGANIZATIONAL STRUCTURE



## 4.0 ROLES AND RESPONSIBILITIES

### 4.1 Title VI Nondiscrimination Coordinator

The City of Port Lavaca’s Title VI/Non-discrimination Coordinator is its City’s HR Coordinator. The HR Coordinator reports to the Finance Director and shall be responsible for coordinating the administration of the Title VI and related statutes program, plan, and assurances for the City of Port Lavaca.

The Title VI/Non-discrimination Coordinator is authorized to ensure compliance with the provisions of the City’s non-discrimination statement and the appropriate laws and regulations. The Title VI/ Non-discrimination Coordinator will also ensure implementation of the City’s non-discrimination policy statement and will be responsible for initiating, monitoring, and ensuring the City’s compliance with Title VI requirements.

Title VI/ Non-discrimination Coordinator’s (or designee) role and responsibilities include but are not limited to the following:

1. Program Administration. Being the focal point for the Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance. Ensuring that Title VI requirements are included in appropriate policy directives and that the procedures used have built-in safeguards to prevent discrimination. Ensure compliance with Title VI assurances, policies, and program objectives.
2. Public Dissemination of Information. Develop and disseminate Title VI program information (and, where appropriate, in a language other than English) to City departments/offices, sub-recipients (including contractors, subcontractors, and consultants), and the general public.

The public dissemination program shall involve the posting of the City’s policy statement:

- a) In contracts or other agreements and bid specification packages
- b) Public information on the City’s website [www.portlavaca.org](http://www.portlavaca.org)

The dissemination of departments/offices will include

- a) an annual broadcast to City employees;
- b) posting to the City’s website, and
- c) acknowledgments of the City’s Title VI and LEP Plan in the new employee orientation (Attachment 4).

3. Annual Work Plan and Accomplishment Report. Coordination, compilation, and submission of the Annual Work Plan and Accomplishment Report to the Texas Department of Transportation, Office of Civil Rights via TxDOT’s Title VI/Non-discrimination Annual Work Plan & Accomplishment Report Development Guide, as presented in TxDOT’s Title VI/Non-discrimination Technical Assistance Guide for Sub-Recipients will be submitted

annually. The Annual Work Plan and Accomplishment Report are due one year from the date of approval of the Title VI plan and then annually on the same date. Ensure the following areas are adequately addressed in the plan:

- Title VI complaint procedures
  - Record of Title VI investigations, complaints or lawsuits, and dispositions
  - Plan to involve persons with Limited English Proficiency (LEP)
  - Environmental Justice Plan
  - Confirm the posting of Title VI Public Notice at the City’s facilities.
  - Annual report of Title VI accomplishments and changes to the program preceding the Federal fiscal year.
4. Elimination of Violations. Assisting with the correction of Title VI-related problems or discriminatory practices or policies found through self-monitoring and review activities. When deficiencies are found, reasonable procedures will be promptly implemented to correct the deficiencies and to put the corrective action(s) in writing.
  5. Complaint Process. Implementation of procedures for the prompt processing of external Title VI discrimination complaints.
  6. Complaint Resolution. Overseeing the investigation of external Title VI complaints.
  7. Training Program Development. Facilitate the development and implementation of training programs on Title VI issues and regulations and other non-discrimination authorities for City departments/offices, contractors, and sub-recipients. A summary of the training conducted will be reported in the annual update.
  8. TxDOT Notice. Forwarding Title VI complaints filed against the City of Port Lavaca to TxDOT within 10 calendar days for investigation.
  9. Data Collection: Coordinating the collection and maintenance of statistical data on race, color, national origin, English language proficiency, and sex of City program beneficiaries. The information is gathered from the 2020 Census data and maps. The gathering procedures will be reviewed annually to ensure the data meets the requirements of the Title VI program (Attachment 10).
  10. Title VI Plan update every 2 years. The City will automatically update and renew its Title VI Assurances every Fiscal year or as necessary on the occasion of a change in the City’s

Title VI Plan administrative structure and staffing or changes to the plan's complaint procedures.

***Title VI Coordinator Contact Information:***

City of Port Lavaca  
Rachel Garza  
202 N. Virginia Port Lavaca, TX 777979  
Phone: (361) 552-9793 ext:221  
Email:rgarza@portlavaca.org

## **5.0 TITLE VI PLAN ADMINISTRATION**

The Title VI/Non-discrimination Coordinator shall have lead responsibilities for coordinating the administration of the Title VI and related statutes program, plan, and assurances for sub-recipients.

### **5.1 Dissemination of the City's Title VI Policy**

The City of Port Lavaca disseminates its Title VI Non-discrimination Policy statement, Title VI Non-discrimination Plan, and complaint procedures to the general public on the City's website which also provides access to forms to file external discrimination complaints under Title VI.

Title VI information posters shall be sent to all Department Heads/ Councilmen to post in conspicuous locations in the department/offices under their supervision.

The City disseminates Title VI/Non-discrimination information to City employees via the City website, [www.portlavaca.org](http://www.portlavaca.org), and through an annual notice. Current City employees as the effective date of this policy and new City's employees hired on or after the effective date of this policy will be informed of the provisions of Title VI, provided a copy of the Title VI/Non-discrimination Policy Statement, and be required to sign an Acknowledgement of Receipt. (Attachment 4).

All subcontractors and vendors who receive payment from the City of Port Lavaca, where funding originates from any federal assistance are subject to provisions of the Title VI of the Civil Rights Act 1964 and 49 CFR Part 21. Written contracts shall include non-discrimination language, either directly or through the bid specification package becomes an associated component of the contract.

The name of and contact for the Title VI/Non-discrimination Coordinator is available on the City website, at [www.portlavaca.org](http://www.portlavaca.org). Additional information relating to non-discrimination obligations and information on filing complaints can be obtained from the City's Title VI/Non-discrimination Coordinator located in the HR Office.

### **5.2 Complaints**

If any individual believes that he/she or any other program beneficiaries have been the subject of unequal treatment or discrimination as to the receipt of benefits and/or service or on the grounds of race, color, national origin, sex, age, disability, low income, and Language English Proficiency he/she may exercise his/her right to file a complaint with the City's Title VI/Non-discrimination



Coordinator. Every effort will be made to resolve complaints informally and at the lowest level first.

### 5.3 Data Collection & Analysis

Statistical data on race, color, national origin, sex, age, disability, low-income and English Language Proficiency (LEP), and beneficiaries of federally funded programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the City on a project-by-project basis.

The City of Port Lavaca Title VI/ Non-discrimination Coordinator will use Census data and maps to perform the following:

1. Analyze the population benefitting from a project, including analyzing the benefits to traditionally underserved populations, if any.
2. Identify the population burdened by the projects, including traditionally underserved populations.
3. Perform a language need assessment.
4. Determine how best to disseminate information to the affected populations.
5. Prepare a written report.

The gathering procedures and analysis will be reviewed and performed annually from the date of approval Title VI Nondiscrimination Plan, to ensure the sufficiency of the data in meeting the requirements of the Title VI program.

### 5.4 TxDOT Annual Reporting

The Title VI / Nondiscrimination Coordinator will be responsible for coordinating, complying with, and submitting the Annual Work Plan and Accomplishments Report to the Texas Department of Transportation, Office of Civil Rights, via TxDOT.

### 5.5 TxDOT Title VI Plan Updates

If the Title VI Plan is updated, a copy of the Title VI / Nondiscrimination Plan will be submitted to the Texas Department of Transportation within 90 days from the date of the approved update.

## 6.0 TITLE VI COMPLAINT PROCESSING PROCEDURES

### 6.1 Title VI Complaint Procedure

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event, that the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

The following procedure covers complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Any person who believes, they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color, or national origin may file a written complaint individually through a representative. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the discrimination is ongoing, or the FHWA extends the time for filing. Complaints related to the Federal-aid highway program may be filed with TxDOT, the FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HRC), and/or the USDOT Department Office of Civil Rights. The City of Port Lavaca will ensure that all complaints are sent to the appropriate authority for disposition. Complaints alleging violations of Title VI by sub-recipients or any individuals, or the public at large may be filed in writing directly with the following local, state, and federal agencies:

CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

City of Port Lavaca  
Att: Title VI Coordinator  
202 N. Virginia  
Port Lavaca, Tx 77979

Additionally, complaints filed against the sub-recipients may also be filed with (TxDOT) or FHWA at:

Texas Department of Transportation  
Civil Rights Division  
Att: Title VI Program Administrator  
6230 E. Stassney Lane  
Austin, TX 78744

Federal Highway Administration-Texas Division (FHWA)  
Att: Civil Rights Specialist  
300 E. 8<sup>th</sup> St.  
Austin, TX 78701

Federal Highway Administration (FHWA)  
Office of Civil Rights  
HCR-20, Room E81-320  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Complaints and investigation files are confidential. The contents of such files will only be disclosed to appropriate City of Port Lavaca personnel, and state and federal authorities in accordance with Federal and State laws. The City of Port Lavaca will retain files in accordance with records retention schedules and all Federal guidelines.

Complaints must be in writing. In cases where the complainant is unable or incapable of providing a written statement, the complainant shall be interviewed and assisted in converting a verbal complaint or appeal into writing. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

The complainant must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. The complaint should include the following information:

- Complainant's name, mailing address, and a method of contact (i.e., telephone number, email address, etc.);
- How, when, where, and why the alleged discrimination occurred. Include the location, names, and contact information of any witnesses; and
- Other information that the complainant deems significant.

Items that would not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

- An anonymous complaint that is too vague to obtain the required information,

CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

- Inquiries seeking advice or information,
- Courtesy copies of court pleadings,
- Courtesy copies of internal grievances.

The External Title VI/Non-Discrimination Complaint Form (Attachment 6) may be used to submit the complaint information. Complaint forms can also be obtained in English or Spanish at the City of Port Lavaca HR Office or online at [www.portlavaca.org](http://www.portlavaca.org)

To request additional information on the City of Port Lavaca's nondiscrimination obligations, to file a Title VI complaint, or to request a complaint form, please submit a written request or complaint to:

City of Port Lavaca  
Rachel Garza  
Title VI/Non-Discrimination Coordinator  
202 N. Virginia St. Port Lavaca, Texas 77979  
Phone: (361)552-9793 ext:221  
Email: [rgarza@portlavaca.org](mailto:rgarza@portlavaca.org)

## 6.2 Complaint Process

The City of Port Lavaca Title VI/Nondiscrimination Coordinator or designee will acknowledge receipt of the complaint and may begin an investigation once it has been determined that it is a Title VI Complaint, within ten (10) business days of receipt of a complaint alleging discrimination based on race, color, national origin, sex, age or disability, low-income and English Language Proficiency (LEP). The Title VI/Nondiscrimination Coordinator must also provide appropriate assistance to complainants, including those persons with disabilities, or who may be limited in their ability to communicate in English.

The Title VI/Nondiscrimination Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI/Nondiscrimination Coordinator may, at his/her discretion, assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation, collect factual information, and prepare a fact-finding report based on information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the Title VI/Nondiscrimination Coordinator. The Title VI/Nondiscrimination Coordinator will interview the complainant and if necessary assist the person in converting a verbal complaint to writing. All complaints must, however, be signed by the complainant or his/her representative. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

Transportation-related discrimination complaints filed under Title VI with the City of Port Lavaca in which the City or its sub-recipients are named as the respondent shall be forwarded to the Texas Department of Transportation, Office of Civil Rights for investigation within 10 calendar days of receipt of the complaint.

The Title VI/Nondiscrimination Coordinator shall make every effort to address all complaints in an expeditious and thorough manner. The Title VI/Nondiscrimination Coordinator will contact the complainant in writing no later than thirty (30) business days after receipt of the complaint for additional information if needed. The Complaint will be copied, filed, and logged. If the complainant fails to provide the requested information on a timely basis, the Title VI/Nondiscrimination Coordinator may administratively close the complaint.

The Title VI/Nondiscrimination Coordinator will complete the investigation within sixty (60) calendar days of receipt of a complaint. If additional time is needed for the investigation, the complainant will be notified. A written investigation report will be prepared by the Title VI/Nondiscrimination Coordinator. This report shall include a summary description of the incident, findings for each issue, and recommended corrective action, if any. The written investigation report will be provided to the City Manager/City Attorney for review prior to distribution.

Within 10 calendar days of completing the investigation, a final written response letter will be provided to the complainant and the department/office for the program involved. The notification will include appeal rights with state and Federal agencies should be dissatisfied with the final decision. A copy of this letter, along with the report of findings, will be forwarded to the Texas Department of Transportation for information purposes.

### 6.3 Complaint Logs

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Port Lavaca, which alleges discrimination with respect to Title VI concerns (Attachment 7). The log shall include information on each complainant to include:

- The identity of the complainant
- The recipient
- The race, color, sex or national origin of the complainant
- The nature of the complaint
- The dates the complaint was filed
- A summary of the allegation
- The date the investigation was completed
- The disposition
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree
- Any other pertinent information (such as age or disability)

## 6.4 Record Retention

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer.



CITY OF PORT LAVACA  
TEXAS



**CITY OF PORT LAVACA**

**Title VI/ Discrimination Complaint Form**

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities and services, whether those programs, activities and services are federally funded or not. In the event the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

**Mail: City of Port Lavaca**  
**Attn: Title VI/Non-Discrimination Coordinator**  
**202 N. Virginia Port Lavaca, TX 77979**  
**Rachel Garza HR/ Title VI/ Nondiscrimination Coordinator**

For assistance completing this form please call the Title VI/Non-discrimination Coordinator at (361)552-9793 ext:221

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

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

City/State/Zip \_\_\_\_\_ Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

Please state the basis of your complaint:

<input type="checkbox"/>	Race _____
<input type="checkbox"/>	Color _____
<input type="checkbox"/>	National Origin _____
<input type="checkbox"/>	Sex _____
<input type="checkbox"/>	Age _____
<input type="checkbox"/>	Disability _____
<input type="checkbox"/>	Low-Income _____
<input type="checkbox"/>	Limited English Proficiency _____
<input type="checkbox"/>	Other _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary).

The law prohibits intimidation or relation against anyone because he/she had either taken action or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):



CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if needed).

Name	Address	Phone
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____

Have you filed, or intended to file a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- U.S. Department of Transportation (DOT) Date filed: \_\_\_\_\_
- Federal Highway Administration (FHWA) Date filed: \_\_\_\_\_
- Federal Transit Administration (FTA) Date filed: \_\_\_\_\_
- Office of Federal Contract Compliance Programs (OFCCP) Date Filed: \_\_\_\_\_
- U.S. Equal Employment Opportunity Commission (EEOC) Date Filed: \_\_\_\_\_
- U.S. Department of Justice (DOJ) Date Filed: \_\_\_\_\_
- Other: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Have you discussed the complaint with any City of Port Lavaca representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and /or photographs, if applicable, that you believe will assist with an investigation (attach additional pages, if necessary).

If applicable, please provide a description and the exact location of the non-accessible feature. Provide a sketch or picture if helpful. (Attach additional pages, if necessary).

Please provide comments, suggestions, or other information that may assist us in providing you with a better service.

---

**We cannot accept an unsigned complaint. Please sign and date the complaint form below.**

\_\_\_\_\_

\_\_\_\_\_

The complaint's Signature (or authorized representative)

Date

\_\_\_\_\_

\_\_\_\_\_

Person preparing complaint (if different from the complaint)

Relation to the complaint

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> OFCCP <input type="checkbox"/> EEOC <input type="checkbox"/> Other _____	

## 7.0 LIMITED ENGLISH PROFICIENCY (LEP)

### 7.1 Purpose

The purpose of Limited English Proficiency (LEP) is to clarify the responsibilities of the City and those entities that undertake governmental duties on behalf of the City (including contractors and subcontractors) and to assist them in fulfilling their obligations to LEP persons. The City’s commitment is to ensure its departments/ offices communicate effectively with Limited English Proficiency individuals and provide persons with Limited Proficiency access to all City programs.

An LEP individual is a person who does not speak English as his or her primary language and who has a limited ability to speak, read, write, or understand English.

All City Department Heads and those entities that undertake governmental duties on behalf of the City (including contractors and subcontractors) must make a meaningful attempt to provide LEP persons with a means of effective communication.

### 7.2 LEP Policy Statement

It is the policy of the City of Port Lavaca to provide timely meaningful access for LEP persons to all City programs and activities. Language assistance services shall be provided to persons with LEP whenever a person with LEP requests language assistance service, as set forth herein.

### 7.3 LEP Summary

The City of Port Lavaca ensures the Limited English Proficiency availability to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency who wish to access services, programs, and/or activities provided by the City of Port Lavaca. This

summary outlines how to identify a person who may need language assistance the ways in which assistance may be provided.

## 7.4 The Four-Factor Analysis

In order to decide what reasonable steps City departments should take to ensure meaningful access for LEP persons, the City of Port Lavaca considers the following:

1. The number or proportion of LEP persons eligible to be served or likely encountered by the City program, activity, or service;
2. The frequency with which LEP individuals come in contact with the City program, activity, or service;
3. The nature and importance of the program, activity, or service provided by the City;
4. The interpretation services available to the City of Port Lavaca and the overall cost to provide LEP assistance.

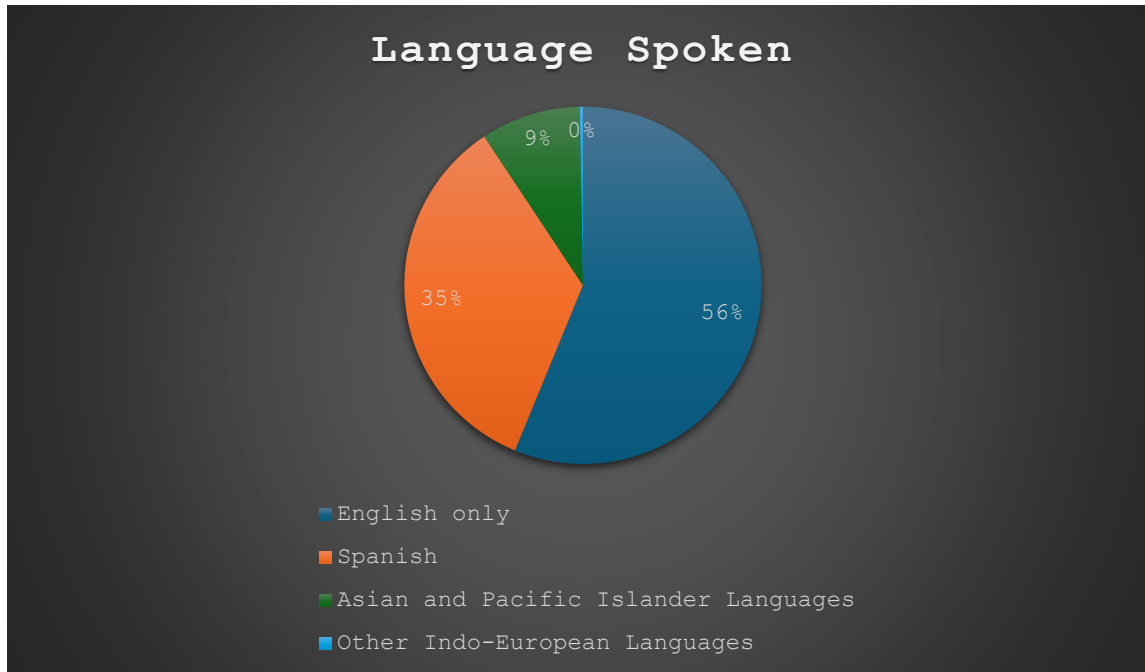
A brief description of the above considerations is provided in the following section.

### 7.4.1 Factor 1: The Proportion, Numbers, and Distribution of LEP

Most recent U.S. Census Bureau data (2020): Title VI/ Nondiscrimination Coordinator shall analyze the most recent U.S. Census Bureau data, regarding languages spoken in the City of Port Lavaca as well as those who self-identified that they spoke English less than “very well” information.

All City departments will assess the frequency at which staff have or could have contact with LEP persons. This includes documenting phone inquiries and in-person inquiries for LEP assistance or materials, requests for language interpreters or translated material, and may include surveying public meeting attendees.

We ensure and commit to LEP as the City grows and we are making sure to provide LEP persons with meaningful communication.

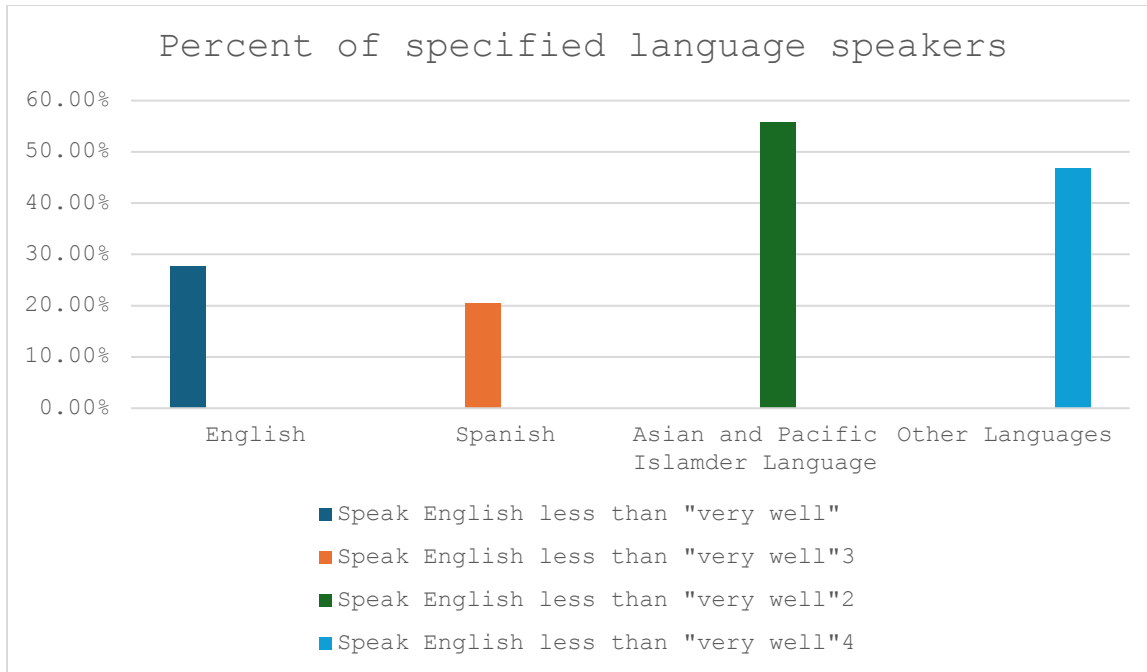


This data represents the languages spoken at home in Port Lavaca, Texas, showing the percentage of the population that speaks each language. Here’s a breakdown:

1. English Only (56.1%) – A majority of the residents in Port Lavaca speak only English at home, making it the most spoken language in the city.
2. Spanish (35%) – A significant portion of the population speaks Spanish at home, reflecting the city's strong Hispanic and Latino presence.
3. Asian and Pacific Islander Languages (9.0%) – A notable percentage of residents speak languages from Asian or Pacific Islander regions, indicating a presence of Asian communities in Port Lavaca.
4. Other Indo-European Languages (0.2%) – A small fraction of the population speaks other Indo-European languages, such as French, German, or Russian.
5. Other Languages (0.3%) – A very small percentage speaks languages that don’t fit into the categories above.

Key Takeaways:

- English is the dominant language but is not spoken by everyone.
- Spanish is widely spoken, making bilingual communication important.
- The presence of Asian and Pacific Islander languages is relatively high (9%), suggesting cultural diversity in the area.



(Source: United States Census Bureau 202, [Language spoken Port Lavaca - Census Bureau Tables](#))

Port Lavaca city, Texas				
Percent of specified language speakers				
	Speak English only or speak English "very well"	Percent speak English only or speak English "very well"	Speak English less than "very well"	Percent speak English less than "very well"
Label	Estimate	Estimate	Estimate	Estimate
Population 5 years and over	9,328	87.8%	1,292	12.2%
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	3,374	72.3%	1,292	27.7%
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	2,911	79.6%	744	20.4%
Other Indo-European languages	25	100.0%	0	0.0%
Asian and Pacific Island languages	421	44.1%	533	55.9%
Other languages	17	53.1%	15	46.9%

This table provides data on language usage among residents of Port Lavaca, Texas, who are 5 years and older. It breaks down the number of people who speak English only versus those who speak other languages, along with their ability to speak English "very well" or "less than very well."

Breakdown of the Data:

- Total Population (5 years and over): 9,328 people
  - 87.8% (8,036 people) speak only English.
  - 12.2% (1,292 people) have limited English proficiency.

Individuals Speaking a Language Other Than English (3,374 people total):

- Spanish Speakers (2,911 people)
  - 79.6% (2,167 people) speak English very well.
  - 20.4% (744 people) have limited English proficiency.
- Other Indo-European Languages (25 people)
  - 100% speak English very well (no language barriers in this group).
- Asian and Pacific Island Languages (421 people)
  - 44.1% (186 people) speak English very well.
  - 55.9% (233 people) have limited English proficiency.
- Other Languages
  - 53.1% (9 people) speak English very well.
  - 46.9% (8 people) have limited English proficiency.

Key Insights:

1. Most people in Port Lavaca (87.8%) speak only English.
2. Spanish is the most common non-English language (2,911 speakers), and the majority of Spanish speakers (79.6%) speak English well.
3. Asian and Pacific Islander language speakers (421 people) have the highest percentage (55.9%) of individuals who struggle with English.
4. Other Indo-European languages (like French, German, or Italian) have a very small presence (25 speakers), and all of them speak English fluently.

This data highlights the linguistic diversity in Port Lavaca and suggests that Spanish and Asian language speakers may need additional language support in areas like education, public services, and healthcare.

#### 7.4.2 Factor 2: Frequency of Contact with LEP people

The City of Port Lavaca has conducted an informal survey of our employees with regard to whether they have encounters with LEP individuals in the performance of their job functions and found that the City of Port Lavaca has had few encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals. We also have staff that work in the field that could encounter LEP individuals.

Translation Services:

The City of Port Lavaca's Title VI/Nondiscrimination Coordinator, in coordination with City departments/offices, will create and maintain a list of bilingual staff (and the languages they speak) to assist with translations.

State on agenda and public notice that if special assistance is needed, such as interpretation, this will be accommodated upon request by contacting Title VI/ Nondiscrimination Coordinator.

Vital documents or information contained within a document will be translated when a significant number or percentage of the LEP population is likely to be affected by the program/activity and it contains information that is critical for obtaining services and/or benefits.

Providing Notice of Available Language Services to LEP Persons:

City departments are encouraged to post signs that language assistance is available in public areas such as intake areas, customer service areas, and other entry points to the department/office.

Statements may be placed in outreach documents indicating that language services are available from the City of Port Lavaca.

#### 7.4.3 Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Port Lavaca serves individuals through the City of Port Lavaca in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traveling the state. The nature of the services that the City of Port Lavaca provides is very important to an individual's day-to-day life. Therefore, denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City of Port Lavaca, we will make a reasonable effort to provide accessibility to all of our programs, services, and activities.

#### 7.4.4 Factor 4: The interpretation services available to the City of Port Lavaca

The City of Port Lavaca reviewed its available resources that could be used for providing LEP assistance. We have staff available that can translate Spanish. In the event that Asian and Pacific Islander or other languages are requested, we will put together a process for contacting local citizens who might be willing to provide such voluntary language translation if needed within a reasonable time period.



## 8.0 ENVIRONMENTAL JUSTICE SUMMARY

### 8.1 Purpose

The purpose of this plan is to outline the City of Port Lavaca's plan for addressing Federal and state non-discrimination requirements, as they relate to Environmental Justice outlined under Title VI, Federal Executive Order 12898, and other related regulations and statutes.

### 8.2 Environmental Justice Summary

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, signed in February of 1994, requires a federal agency to achieve Environmental Justice as a part of its mission by identifying and addressing disproportionately high and adverse human health or environmental effects of its program, policies, and activities on minority and low-income populations.

The Federal Highway Administration Act (FHWA) requires the City of Port Lavaca, as a sub-recipient receiving federal financial assistance through the Texas Department of Transportation (TxDOT), to carry out Environmental Justice responsibilities as part of its nondiscrimination program.

The City utilizes data from the U.S. Census Bureau (2020), public outreach (scoping meetings, public meetings, and public hearings), information from the Department of Health and Human Services on poverty guidelines, and local agency coordination to establish demographic characteristics and trends and to identify and engage traditionally underserved populations.

All City departments, including the City of Port Lavaca, will be asked to do the following when considering a project, policy, activity, and/or program:

- Integrate the requirements of Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, into programs, policies, and activities.
- Identify minority and low-income populations affected by a project using the most recent Census data and the definition of low-income as established by the U.S. Department of Health & Human Services.
- If a disproportionate effect is anticipated, follow mitigation procedures.
- Develop public participation procedures to ensure the participation of the identified minority and low-income populations located within the limits of a proposed project.
- Notify affected protected group residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.

- If mitigation options do not sufficiently eliminate the disproportionate effect, discuss and, if necessary, implement reasonable alternatives.
- Each department/office will oversee this process and review the final resulting project documents, to ensure compliance with federal regulations.

The department/office will take the following steps when engaging in any federally funded program or activity that may have any adverse human health or environmental effect:

**STEP ONE:** Determine if an underserved population group is present within the project area. If a conclusion is that no underserved population group is present within the project area, document how the conclusion was reached. If the conclusion is that there are underserved population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low-income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts defined in the City’s Title VI/Nondiscrimination Plan Glossary, “Adverse Effects.” If it is determined that there are disproportionately high and adverse impacts on minority and low-income populations, proceed to Step Three.

**STEP THREE:** Propose measures that will avoid, minimize, and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by the proposed project. Include public participation of the affected population per the Public Participation Plan. Consider and document the answers to the following questions:

Question 1 – Are there alternatives to the proposed action that would avoid or reduce the impacts on low-income or minority populations?

Question 2 – Considering the overall public interest, is there a substantial need for the project?

Question 3 – Will the alternatives that would satisfy the need for the project and have less impact on protected populations: (a) have other social-economic or environmental impacts that are more severe than those of the proposed action; (b) have increased costs of extraordinary magnitude?

**STEP FOUR:** Record and keep all findings, documents, determinations, and/or demonstrations. City departments will be required to document the following:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.;
- The project’s impact is unavoidable;
- The benefits of the project far outweigh the overall impacts; or
- Mitigation measures are being taken to reduce the harm to low-income or minority populations.

City Department Heads must maintain an Environmental Justice Log (Attachment 5), reflecting the above-referenced activities/determinations, and should complete and return the Log on an annual basis to the Title VI/Nondiscrimination Coordinator for use in the City’s Annual Work Plan and Accomplishments Report.

## 9.0 PUBLIC PARTICIPATION PLAN

### 9.1 Purpose

This section details how the City of Port Lavaca notifies the public of development plans and improvement programs.

### 9.2 Public Participation Plan Summary

The Public Participation Plan (PPP) demonstrates how the City provides opportunities for public review and comment at key decision points during the city-wide improvement planning process, as dictated by Environmental Processes for federally funded projects. The process consists of open discussion of planning documents in local government forums, public meetings, informational exhibits, published advertisements, and if required, a Public Hearing.

### 9.3 Types of Public Participation Procedures

To ensure a meaningful public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway. City departments should comply with any public participation requirements that may be applicable to specific projects that the City department is undertaking. (i.e.: including applicable projects in the Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) which may have public participation components.

The following strategies are utilized by the City departments/offices to ensure that interested parties receive timely information in a variety of formats. Each department/office will determine the best form of communication for their programs.

Types of additional public participation efforts may include:

1. City Council Meeting – Citizens may be present during any of the City Council meetings. The City Council meets on the 2<sup>nd</sup> Monday of each month unless otherwise designated.

The agenda for the City Council meeting can be found at [City of Port Lavaca Regular City Council Meeting](#). Furthermore, the meeting can be streamed online.

The City Council meeting offers the public an opportunity to bring topics and issues to council members’ attention. Each meeting allows citizens for 3 minutes each to speak on a topic.

2. Websites – [www.portlavaca.org](http://www.portlavaca.org). City departments that have websites that provide for two-way communication can continuously update information about programs and projects.

A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the department/office could buy advertisements but should do so strategically to keep costs low.

3. Direct Notification – The use of door-to-door delivery of information should be used when required by federal, state, or local law or depending on the nature of the program, project, or activity and the resources available.
4. Social media – Social media and social networking websites may include Facebook and Instagram. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience.

## 9.4 Use of Public Comment

All public input should be derived from as diverse a range of sources as possible. At the department's/office's discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs.

## 9.5 Effective Assessment

City departments/offices should use the information obtained through its public outreach efforts to review the effectiveness and progress of its programs. In turn, the public participation plan should be updated periodically to ensure compliance with Title VI of the Civil Rights Act of 1964 and executive orders for Environmental Justice and individuals who are Limited English Proficient. The Title VI/Nondiscrimination Coordinator will be responsible for coordinating any plan updates.

## 9.6 Record Retention

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

## 9.7 Record Keeping

The Title VI/Nondiscrimination Coordinator will maintain permanent records, which include, but are not limited to:

- Signed acknowledgments of receipt from the employees indicating the receipt of the City Title VI Plan and LEP Plan;

- Copies of the Title VI complaints or lawsuits and related documentation;
- Compliance records, and records of correspondence to and from complainants;
- Title VI investigations; and
- Any appeals decisions, responses, or other pertinent records

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

## 10. GLOSSARY

**Adverse Effects** – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death,
- Air, noise and water pollution and soil contamination,
- Destruction or disruption of man-made or natural resources,
- Destruction or diminution of aesthetic values,
- Destruction or disruption of community cohesion or community's economic vitality,
- Destruction or disruption of the availability of public and private facilities and services,
- Adverse employment effects,
- Displacement of person's businesses, farms, or non-profit organizations,
- Increased traffic congestion, isolation, exclusion, or separation of minority or low-income individuals within a given community or from the broader community,
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies, and activities.

**Significant Adverse Effects In Minority and Low-Income Populations** – An adverse effect that:

- is predominantly borne by a minority population and/or a low-income population, or
- Will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

**Elderly** – Any persons over the age of 65.

**Federal financial assistance** – includes grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs,

licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

**Limited English Proficiency** – Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

**Low Income** – A person whose household income (or in the case of a community or group, whose median household income) is at or below the U.S. Department of Health and Human Services poverty guidelines.

The national poverty guidelines are issued annually by the Department of Health and Human Services and are available at: <http://aspe.hhs.gov/poverty/15poverty.cfm>

**Low-Income Population** – Any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy, or activity.

**Minority** – Persons considered minorities are identified by the Census as people of African, Hispanic, Asian, American Indian, or Alaskan Native origin. Executive Order 12898 and the DOT and FHWA Orders on Environmental Justice consider minority persons as persons belonging to any of the following groups:

- a. Black - a person having origins in any of the black racial groups of Africa.
- b. Hispanic - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- c. Asian - a person having origins in the Far East, Southeast Asia, or the Indian subcontinent.
- d. American Indian and Alaskan Native - a person having origins in North America and who maintains cultural identification through tribal affiliation or community recognition.

**Minority Population** – Any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.

**Person with Disabilities** – Under the Americans with Disabilities Act of 1990, a qualified individual with a disability is a person who

- a. has a physical or mental impairment that substantially limits one or more major life activities.
- b. has a record of such impairment; or
- c. is regarded as having such impairment.

**Sub-Recipient** – Any agency such as a council or government, regional planning agency, or education institution, for example, that received Federal Highway Administration (FHWA) funds

through the State Department of Transportation and not directly from the FHWA. Other agencies, local governments, contractors, and consultants that receive these funds are all considered sub-recipients.

## **11. SUMMARY OF ATTACHMENTS**

Attachment 1- Title/VI Nondiscrimination Statement (English/ Spanish)

Attachment 2- Standard Title VI/Nondiscrimination Assurances

Attachment 3- Required Contract Provisions

Attachment 4- Acknowledgement of Receipt of Title VI Plan

Attachment 5 – Environmental Justice Compliance Log

Attachment 6- Title VI/ Discrimination Complaint Form (English/Spanish)

Attachment 7 – Title VI/Nondiscrimination External Complaint Log

Attachment 8 – Employee Language Report

Attachment 9 – Title VI Complaint Procedure (English/Spanish)

Attachment 10- Data Collection

## Attachment 1- Title/VI Nondiscrimination Statement (English/ Spanish)

### **CITY OF PORT LAVACA TITLE VI/ NON-DISCRIMINATION POLICY STATEMENT**

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and limited English proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities and services are federally funded or not. In the event the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of



discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

**Specific Forms of Discrimination Prohibited**

The City of Port Lavaca’s efforts to prevent discrimination include, but are not limited to prohibiting:

- The denial of services, financial aid, or other benefits provided under a program.
- Distinctions in the quality, quantity, or manner in which the benefit is provided.
- Segregation or separation of persons in any part of the program.
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others.
- Different standards or requirements for participation.
- Methods of administration which directly or indirectly or through contractual relationship would defeat or impair the accomplishment of effective nondiscrimination.
- Discrimination in any activities or services related to a highway, infrastructure, or facility built or prepared in whole or in part with Federal funds.
- Discrimination in any employment resulting from a program or services, the primary purpose of which is to provide employment.

The City Council adopted the Policy Statement on the \_\_\_\_ day of \_\_\_\_ 2025.

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

\_\_\_\_\_  
date

**CIUDAD DE PORT LAVACA**  
**TÍTULO VI POLICA AND FORMULARIO**

La Ciudad de Port Lavaca ("La Ciudad") está comprometida con el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, 49 CFR, parte 21, 49 CFR parte 303, y las autoridades no discriminatorias relacionadas. La Ciudad de Port Lavaca asegura que ninguna persona por motivos de raza, color, origen nacional, sexo, edad, discapacidad, bajos ingresos y dominio limitado del inglés (LEP) será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad bajo cualquier programa, actividad o servicio de la Ciudad de Port Lavaca. La ciudad de Port Lavaca asegura además que se hará todo lo posible para garantizar la no discriminación en todos sus programas, actividades y servicios, ya sea que esos programas, actividades y servicios estén financiados por el gobierno federal o no. En el caso de que la Ciudad de Port Lavaca distribuya fondos de ayuda federal a otra entidad, la Ciudad de Port Lavaca incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

La ciudad de Port Lavaca también se compromete a garantizar que se haga todo lo posible para prevenir la discriminación de las poblaciones minoritarias y de bajos ingresos como resultado de cualquier impacto de sus programas o actividades de acuerdo con la *Orden Ejecutiva 12898, Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y en Poblaciones de Bajos Ingresos*. Además, la ciudad de Port Lavaca asegura que se hará todo lo posible para proporcionar un acceso significativo a las personas con dominio limitado del inglés, de acuerdo con la Orden Ejecutiva 13166, Mejorando el Acceso a los Servicios para las personas con dominio limitado del inglés.

Las represalias están prohibidas por el Título VI de la Ley de Derechos Civiles de 1964 y las autoridades federales y estatales relacionadas contra la discriminación. Es política de la ciudad de Port Lavaca que las

personas que presenten una queja de discriminación tengan derecho a hacerlo sin temor a interferencias, intimidación, coerción o represalias.

**Formas específicas de discriminación prohibidas**

Los esfuerzos de la ciudad de Port Lavaca para prevenir la discriminación incluyen, pero no se limitan a prohibir:

1. La denegación de servicios, ayuda financiera o otros beneficios proporcionados bajo un programa.
2. Distinciones en la calidad, cantidad o manera en que se proporciona el beneficio.
3. Segregación o separación de personas en cualquier parte del programa.
4. Restricción en el disfrute de cualquier ventaja, privilegio o otros beneficios proporcionados a otros.
5. Diferentes estándares o requisitos de participación.
6. Métodos de administración que, directa o indirectamente, o a través de una relación contractual, frustrarían o perjudicarían el logro de una no discriminación efectiva.
7. Discriminación en cualquier actividad o servicio relacionado con una carretera, infraestructura o instalación construida o preparada en su totalidad o en parte con fondos federales.
8. Discriminación en cualquier empleo que resulte de un programa o servicios, el propósito principal es proporcionar empleo.

El Concejo Municipal adoptó la Declaración de Políza el día 10 de \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Jack Whitlow  
Alcalde

Fecha

## Attachment 2- Standard Title VI/Nondiscrimination Assurances

### **The United States Department of Transportation (USDOT) Standard Title VI/Non-discrimination Assurances**

#### **DOT Order No.1050.2A**

The **CITY OF PORT LAVACA** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 ( 42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil I Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall on the grounds of race/color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*'The City of Port Lavaca, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.’*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **City of Port Lavaca** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep

records, and reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Port Lavaca** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for

work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding payments to the contractor under the contract until the contractor complies; and/or
  - canceling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



**APPENDIX B**

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **City of Port Lavaca** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title o(Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **City of Port Lavaca** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **City of Port Lavaca**, its successors and assigns.

The **City of Port Lavaca**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that ( 1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **City of Port Lavaca** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **City of Port Lavaca** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for

another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **City of Port Lavaca** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **City of Port Lavaca** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Port Lavaca** and its assigns.

**APPENDIX D**  
**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED**  
**UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **City of Port Lavaca** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that ( 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **City of Port Lavaca** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
  
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **City of Port Lavaca** will there upon revert to and vest in and become the absolute property of **City of Port Lavaca** and its assigns.

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

This Title VI/Non-discrimination Assurance was adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**City Council Members**

Jack Whitlow, Mayor

\_\_\_\_\_

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

Tim Dent

Councilman, District 1

Councilman, District 2

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W. Allen Tippit, Jr  
Councilman, District 3

Rosie Pardon  
Councilwoman, District 4

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Jim Ward  
Councilman, District 5

Justin Burke  
Councilman, District 6

### Attachment 3- Required Contract Provisions

#### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACT**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding

emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts, and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract

Provisions may be sufficient grounds for withholding progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246) The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3. Note: The U.S. Department of Labor has exclusive

authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of

activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and



explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the

contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action with a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive

referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /Employees with Disabilities:**

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as nonresponsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following: (1) The number and work hours of minority and nonminority group members and women employed in each work

- classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to

perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide

separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167. The

following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe

benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be

employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the

contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such

benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the

FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees (29 CFR 5.5)**

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.



The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall

be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe

benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the

applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment

opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV.

23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3,

and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.**

As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility (29 CFR 5.5)**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which

CITY OF PORT LAVACA  
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are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed

by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective

equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her

health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential

that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project: 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION**

**CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326. By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II. The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered

transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or

subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award

Management website  
(<https://www.sam.gov/>). 2 CFR 180.300,  
180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200.

You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that,

should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



CITY OF PORT LAVACA  
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i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board'

commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who

regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees

as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The

contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Attachment 4- Acknowledgement of Receipt of Title VI Plan

**CITY OF PORT LAVACA**  
**Acknowledgement of Receipt:**  
**Title VI/Non-discrimination Policy**

CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and limited English proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities and services are federally funded or not. In the event the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

I hereby acknowledge the receipt of the City of Port Lavaca Title VI/Nondiscrimination Policy stated above. I have read the same and am committed to ensuring that no person is excluded from participation in, or denied the benefits of City programs, activities, or services on the bases discussed above. I understand that the entire Title VI/Nondiscrimination Plan (including the City’s Limited English Proficiency Plan and Environmental Justice Plan) and applicable complaint forms can be found online at: [www.portlavaca.org](http://www.portlavaca.org), or are available upon written request to the Title VI/Nondiscrimination Coordinator. I understand that questions, concerns, or complaints regarding this policy that I may have or from other employees or citizens may be referred to the Title VI Nondiscrimination coordinator at:

Title VI/ Nondiscrimination Contact Information:  
City of Port Lavaca  
Rachel Garza  
Title VI/ Nondiscrimination Coordinator

202 N. Virginia, TX 77979  
Phone: (361)552-9793 ext:221  
Email: [rgarza@portlavaca.org](mailto:rgarza@portlavaca.org)

\_\_\_\_\_  
\_\_\_\_\_  
Employee Name

Employee Number(if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
Employee Signature

Date

\_\_\_\_\_  
Department Head

### Attachment 5- Environmental Justice Compliance Log

CITY OF PORT LAVACA  
Environmental Justice Compliance Log

Department:		Reporting Period:		to	
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	Project	Adverse human health and environmental impact	Impacted Groups (undeserved population)	Description of Public Participation Plan	Date(s) of Public Participation Efforts	Public Participation Plan Findings/Conclusions	Efforts to mitigate (if any) If non, why not?	Identify Source Documentation(e.g. mapping of low-income and minority populations in the vicinity of the project site, EL analysis, Mitigation Plan, meeting notice, public forums)	Other
1									
2									
3									
4									
5									
6									
7									

For additional information see the following resources:  
 EPA's "EJ View" Tool provides information relevant to EJ assessments: <https://ejscreen.epa.gov/mapper/> Tract-level data on race & income: <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>  
 Census data and maps are also available at: [Port Lavaca - Census Bureau Search](#)

<b>PREPARER:</b>			
_____	_____	_____	_____
<small>Print Preparer Name</small>	<small>Position Title</small>	<small>Signature</small>	<small>Date</small>
<b>AUTHORIZED DEPARTMENT HEAD/ELECTED OFFICIAL:</b>			
_____	_____	_____	_____
<small>Print Authorized Representative Name</small>	<small>Signature</small>	<small>Date</small>	

# Attachment 6- Title VI/ Discrimination Complaint Form (English/Spanish)

## CITY OF PORT LAVACA

### Title VI/ Discrimination Complaint Form

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities and services, whether those programs, activities and services are federally funded or not. In the event the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

**Mail: City of Port Lavaca**  
**Attn: Title VI/Non-discrimination Coordinator**  
**202 N. Virginia Port Lavaca, TX 77979**  
**Rachel Garza HR/ Title VI/ Nondiscrimination Coordinator**

For assistance completing this form please call the Title VI/Non-discrimination Coordinator at (361)552-9793 ext:221

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

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

\_\_\_\_\_ Mailing

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

City/State/Zip \_\_\_\_\_

Code: \_\_\_\_\_

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

Alternative Phone: \_\_\_\_\_

\_\_\_\_\_

Email:

---

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Please state the basis of your complaint:

<input type="checkbox"/>	Race _____
<input type="checkbox"/>	Color _____
<input type="checkbox"/>	National Origin _____
<input type="checkbox"/>	Sex _____
<input type="checkbox"/>	Age _____
<input type="checkbox"/>	Disability _____
<input type="checkbox"/>	Low-Income _____
<input type="checkbox"/>	Limited English Proficiency _____
<input type="checkbox"/>	Other _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary).

The law prohibits intimidation or relation against anyone because he/she had either taken action or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if needed).

Name	Address	Phone
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____

Have you filed, or intended to file a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- U.S. Department of Transportation (DOT) Date  
filed: \_\_\_\_\_
- Federal Highway Administration (FHWA) Date  
filed: \_\_\_\_\_
- Federal Transit Administration (FTA) Date  
filed: \_\_\_\_\_
- Office of Federal Contract Compliance Programs (OFCCP) Date  
Filed: \_\_\_\_\_
- U.S. Equal Employment Opportunity Commission (EEOC) Date  
Filed: \_\_\_\_\_
- U.S. Department of Justice (DOJ) Date  
Filed: \_\_\_\_\_
- Other: \_\_\_\_\_ Date  
Filed: \_\_\_\_\_

Have you discussed the complaint with any City of Port Lavaca representative? If yes, provide the name, position, and date of discussion.



Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and /or photographs, if applicable, that you believe will assist with an investigation (attach additional pages, if necessary).

If applicable, please provide a description and the exact location of the non-accessible feature. Provide a sketch or picture if helpful. (Attach additional pages, if necessary).

Please provide comments, suggestions, or other information that may assist us in providing you with a better service.

**We cannot accept an unsigned complaint. Please sign and date the complaint form below.**

\_\_\_\_\_  
 \_\_\_\_\_  
 The complaint's Signature (or authorized representative)

Date

\_\_\_\_\_  
 \_\_\_\_\_  
 Person preparing complaint (if different from the complaint)

Relation to the complaint

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> OFCCP <input type="checkbox"/> EEOC <input type="checkbox"/> Other _____	

**CIUDAD DE PORT LAVACA**

**Título VI/ Formulario de Queja por Discriminación**

La Ciudad de Port Lavaca ("La Ciudad") está comprometida con el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, 49 CFR, parte 21, 49 CFR parte 303, y las autoridades no discriminatorias relacionadas. La Ciudad de Port Lavaca asegura que ninguna persona por motivos de raza, color, origen nacional, sexo, edad, discapacidad, bajos ingresos y dominio limitado del inglés (LEP) será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad bajo cualquier programa, actividad o servicio de la Ciudad de Port Lavaca. La ciudad de Port Lavaca asegura además que se hará todo lo posible para garantizar la no discriminación en todos sus programas, actividades y servicios, ya sea que esos programas, actividades y servicios estén financiados por el gobierno federal o no. En el caso de que la Ciudad de Port Lavaca distribuya fondos de ayuda federal a otra entidad, la Ciudad de Port Lavaca incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

La ciudad de Port Lavaca también se compromete a garantizar que se haga todo lo posible para prevenir la discriminación de las poblaciones minoritarias y de bajos ingresos como resultado de cualquier impacto de sus programas o actividades de acuerdo con la *Orden Ejecutiva 12898, Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y en Poblaciones de Bajos Ingresos*. Además, la ciudad de Port Lavaca asegura que se hará todo lo posible para proporcionar un acceso significativo a las personas con dominio limitado del inglés, de acuerdo con la Orden Ejecutiva 13166, Mejorando el Acceso a los Servicios para las personas con dominio limitado del inglés.

Las represalias están prohibidas por el Título VI de la Ley de Derechos Civiles de 1964 y las autoridades federales y estatales relacionadas contra la discriminación. Es política de la ciudad de Port Lavaca que las personas que presenten una queja de discriminación tengan derecho a hacerlo sin temor a represalias, interferencias, intimidación, coerción o represalias.

**Correo: Ciudad de Port Lavaca**  
**A la atención de: Título VI/Coordinador de No Discriminación**

202 N. Virginia Puerto Lavaca, TX 77979

Rachel Garza HR/ Título VI/ Coordinadora de No Discriminación

Para obtener ayuda para completar este formulario, llame al Coordinador del Título VI / No Discriminación al (361) 552-9793 ext: 221

Apellido: \_\_\_\_\_ Nombre: \_\_\_\_\_

Dirección para correspondencia:

\_\_\_\_\_  
Ciudad/Estado/Código Postal:

\_\_\_\_\_  
Teléfono: \_\_\_\_\_ Teléfono alternativo:

\_\_\_\_\_  
Correo electrónico: \_\_\_\_\_

Indique los motivos de su reclamación:

- Raza \_\_\_\_\_
- Color \_\_\_\_\_
- Nacional Origin \_\_\_\_\_
- Sexo \_\_\_\_\_
- Edad \_\_\_\_\_
- Discapacidad \_\_\_\_\_
- De bajo Income \_\_\_\_\_
- Inglés limitado Proficiency \_\_\_\_\_
- Otro \_\_\_\_\_

Fecha y lugar de la(s) supuesta(s) acción(es) discriminatoria(s). Incluya la fecha más temprana de discriminación y la fecha más reciente de discriminación.

¿Cómo te discriminaron? Describa la naturaleza de la acción, decisión o condiciones de la supuesta discriminación. Explique lo más claramente posible lo que sucedió y por qué cree que su estado protegido (base) fue un factor en la discriminación. Incluya cómo otras personas fueron tratadas de manera diferente a usted. (Adjunte páginas adicionales, si es necesario).

La ley prohíbe la intimidación o la relación contra cualquier persona por haber realizado una acción o haber participado en una acción para garantizar los derechos protegidos por estas leyes. Si cree que ha sido objeto de represalias, aparte de la discriminación alegada anteriormente, explique las circunstancias a continuación. Explique qué acción tomó que cree que fue la causa de la supuesta represalia.

Nombres de las personas responsables de la(s) acción(es) discriminatoria(s):

Nombres de personas (testigos, compañeros de trabajo, supervisores o otros) con quienes podemos comunicarnos para obtener información adicional que respalde o aclare su queja. (Adjunte páginas adicionales, si es necesario).

Nombre	Dirección	Teléfono
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____

4. \_\_\_\_\_  
\_\_\_\_\_

¿Ha presentado, o tiene la intención de presentar una queja con respecto al asunto planteado con alguno de los siguientes? En caso afirmativo, proporcione las fechas de presentación. Marque todo lo que corresponda.

- Departamento de Transporte de EE. UU. (DOT) Fecha de presentación: \_\_\_\_\_
- Administración Federal de Carreteras (FHWA) Fecha de presentación: \_\_\_\_\_
- Administración Federal de Tránsito (FTA, por sus siglas en inglés) Fecha de presentación: \_\_\_\_\_
- Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP) Fecha de presentación: \_\_\_\_\_
- Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos (EEOC) Fecha de presentación: \_\_\_\_\_
- Departamento de Justicia de los Estados Unidos (DOJ) Fecha de presentación: \_\_\_\_\_
- Otros: \_\_\_\_\_ Fecha de presentación: \_\_\_\_\_

¿Ha discutido la queja con algún representante de la ciudad de Port Lavaca? En caso afirmativo, proporcione el nombre, el cargo y la fecha de la discusión.

Explique brevemente qué remedio o acción está buscando para la supuesta discriminación.

Proporcione cualquier información adicional y/o fotografías, si corresponde, que crea que ayudarán con una investigación (adjunte páginas adicionales, si es necesario).

Si corresponde, proporcione una descripción y la ubicación exacta de la función no accesible. Proporcione un dibujo o una imagen si es útil. (Adjunte páginas adicionales, si es necesario).

Proporcione comentarios, sugerencias o otra información que pueda ayudarnos a brindarle un mejor servicio.

---

**No podemos aceptar una queja sin firmar. Por favor, firme y póngala fecha en el formulario de queja a continuación.**

\_\_\_\_\_

La firma de la queja (o representante autorizado)

Fecha

\_\_\_\_\_

Persona que prepara la queja (si es diferente de la queja)  
la queja

Relación con

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT	<input type="checkbox"/> FHWA
<input type="checkbox"/> FTA	<input type="checkbox"/> OFCCP
<input type="checkbox"/> EEOC	<input type="checkbox"/> Other _____

### Attachment 7 – Title VI/Nondiscrimination External Complaint Log

**CITY OF PORT LAVACA**  
**Title VI/Non-discrimination External Complaint Log**

Instructions: Title VI/Non-discrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Port Lavaca, which alleges discrimination with respect to Title VI concerns.

Date of Complaint Filed	Name of Complaint	Race	Color	Gender	National Origin	Program Activity	Summary of Allegation(s)	Investigation Dates		Disposition	Disposition Date	Other Pertinent Information (including age, disability, or any corrective action or consent decree)	Complaint sent to the granting state/federal agency?	
								Start	Completion				Agency	Date



### Attachment 8 – Employee Language Report

## CITY OF PORT LAVACA

### Employee Language Report

**Instructions:** Unless otherwise directed, each department/office shall maintain this log throughout the calendar year and submit it to the City of Port Lavaca HR Coordinator, Title VI/Nondiscrimination Coordinator, by January 15th of each year. Submit via email at [rgarza@portlavaca.org](mailto:rgarza@portlavaca.org)

Voluntary Participation: Please indicate employees who possess language skills other than English and who are willing to assist a Limited English Proficiency (LEP) individual who requires language assistance.

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name	Contact Number	Language	Speaking			Reading			Writing			Understanding		
			Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native

## Attachment 9 – Title VI Complaint Procedure (English/Spanish)

### **Title VI Complaint Procedure**

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event, that the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

The City of Port Lavaca is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations*. In addition, the City of Port Lavaca assures that every effort will be made to provide meaningful access to persons with limited English proficiency, in accordance with Executive Order 13166, Improving Access to Services for persons with limited English proficiency.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

The following procedures cover complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Any person who believes they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color or national origin may file a written complaint individually through a representative. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the discrimination is ongoing, or the time for filing is extended by the FHWA. Complaints related to the Federal-aid highway program may be filed with TxDOT, the FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HRC), the USDOT Department Office of Civil Rights, or the USDOJ. The City of Port Lavaca will ensure that all complaints are sent to the appropriate authority for disposition. Complaints alleging violations of Title VI by sub-recipients may be filed in writing directly with the following local, state, and federal agencies:

City of Port Lavaca  
Att: Title VI Coordinator  
202 N. Virginia  
Port Lavaca, Tx 77979

Additionally, complaints filed against the sub-recipients may also be filed with TxDOT or FHWA at:

Texas Department of Transportation  
Civil Rights Division  
Att: Title VI Program Administrator  
6230 E. Stassney Lane  
Austin, Tx 78744

Federal Highway Administration-Texas Division  
Att: Civil Rights Specialist  
300 E. 8<sup>th</sup> St.  
Austin, TX 78701

Federal Highway Administration  
Office of Civil Rights  
HCR-20, Room E81-320  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Complaint and investigation files are confidential. The contents of such files will only be disclosed to appropriate City of Port Lavaca personnel, and state and federal authorities in accordance with Federal and State laws. The City of Port Lavaca will retain files in accordance with records retention schedules and all Federal guidelines.

### Título VI Procedimiento de Quejas

La Ciudad de Port Lavaca ("La Ciudad") está comprometida con el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, 49 CFR, parte 21, 49 CFR parte 303, y las autoridades no discriminatorias relacionadas. La Ciudad de Port Lavaca asegura que ninguna persona por motivos de raza, color, origen nacional, sexo, edad, discapacidad, bajos ingresos y dominio limitado del inglés (LEP) será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad bajo cualquier programa, actividad o servicio de la Ciudad de Port Lavaca. La ciudad de Port Lavaca asegura además que se hará todo lo posible para garantizar la no discriminación en todos sus programas, actividades y servicios, ya sea que esos programas, actividades y servicios estén financiados por el gobierno federal o no. En el caso de que la Ciudad de Port Lavaca distribuya fondos de ayuda federal a otra entidad, la Ciudad de Port Lavaca incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará su cumplimiento.

La ciudad de Port Lavaca también se compromete a garantizar que se haga todo lo posible para prevenir la discriminación de las poblaciones minoritarias y de bajos ingresos como resultado de cualquier impacto de sus programas o actividades de acuerdo con la Orden Ejecutiva 12898, Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y en Poblaciones de Bajos Ingresos. Además, la ciudad de Port Lavaca asegura que se hará todo lo posible para proporcionar un acceso significativo a las personas con dominio limitado del inglés, de acuerdo con la Orden Ejecutiva 13166, Mejorando el Acceso a los Servicios para las personas con dominio limitado del inglés.

Represalias si están prohibidas por el Título VI de la Ley de Derechos Civiles de 1964 y las autoridades federales y estatales relacionadas contra la discriminación. Es política de la ciudad de Port Lavaca que las personas que presenten una queja de discriminación tengan derecho a hacerlo sin temor a represalias, interferencias, intimidación, coerción o represalias.

Los siguientes procedimientos cubren las quejas presentadas bajo el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Restauración de Derechos Civiles de 1987. Cualquier persona que crea que ella, o cualquier clase específica de personas, está sujeta a una discriminación prohibida basada en la raza, el color o el origen nacional puede presentar una queja por escrito individualmente a través de un representante. Una queja debe presentarse a más tardar 180 días después de la fecha de la supuesta discriminación, a menos que la discriminación sea continua o que la FHWA extienda el tiempo para presentarla. Las quejas relacionadas con el programa de ayuda federal para carreteras se pueden presentar ante TxDOT, la Oficina de la División de la FHWA, la Oficina de Derechos Civiles (HRC) de la FHWA, la Oficina de Derechos Civiles del Departamento del USDOT o el USDOJ. La ciudad de Port Lavaca se asegurará de que todas las quejas se envíen a la autoridad correspondiente para su disposición. Las quejas que aleguen violaciones del Título VI por parte de los subreceptores pueden presentarse por escrito directamente ante las siguientes agencias locales, estatales y federales:

Ciudad de Port Lavaca  
Att: Coordinador del Título VI  
202 N. Virginia Puerto Lavaca, Tx 77979

Además, las quejas presentadas contra los subreceptores también se pueden presentar ante TxDOT o FHWA en:

Departamento de Transporte

CITY OF PORT LAVACA  
TITLE VI/ NON-DISCRIMINATION PLAN

de Texas División de Derechos Civiles  
Att: Administrador del Programa del Título VI  
6230 E. Stassney Lane Austin, Tx 78744

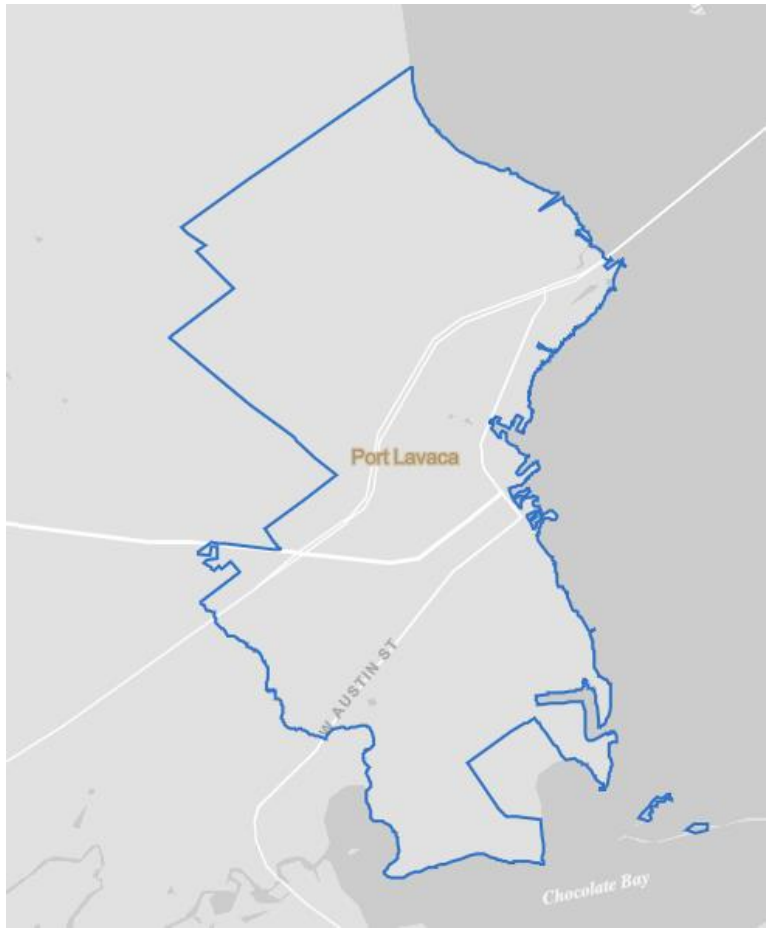
Administración Federal  
de Carreteras-División de Texas  
Att: Especialista en Derechos Civiles  
300 E. Calle 8 Austin, TX 78701  
Administración Federal de Carreteras

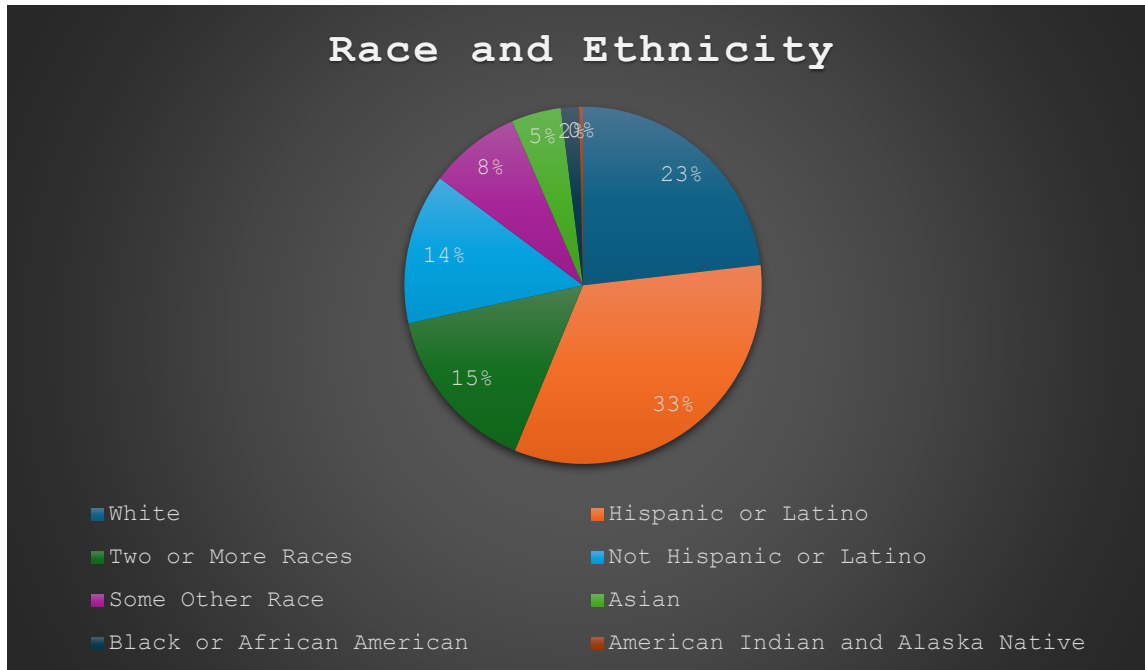
Oficina de Derechos Civiles  
HCR-20, Sala E81-320  
1200 Avenida Nueva Jersey,  
SE Washington, DC 20590

Los expedientes de denuncia e investigación son confidenciales. El contenido de dichos archivos solo se divulgará al personal apropiado de la Ciudad de Port Lavaca y a las autoridades estatales y federales de acuerdo con las leyes federales y estatales. La ciudad de Port Lavaca conservará los archivos de acuerdo con los cronogramas de retención de registros y todas las pautas federales.

## Attachment 10 – Data Collection

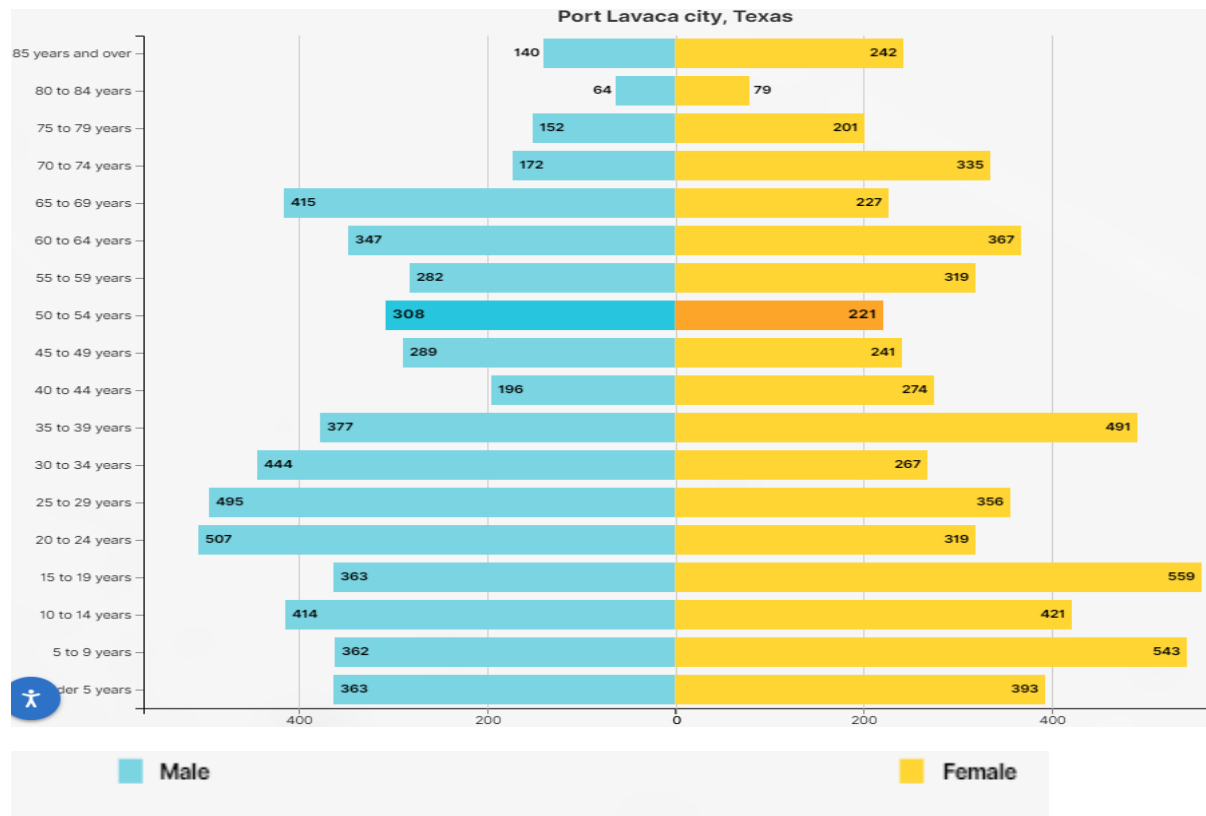
According to the 2020 United States Census, Port Lavaca, Texas, had a population of 11,557.





This pie chart titled “Race and Ethnicity” visually represents the distribution of different racial and ethnic groups in a given population.

- Hispanic or Latino (33%)- This is the largest segment, meaning that about a third of the population identifies as Hispanic or Latino.
- White (23%)- The second largest group, representing nearly a quarter of the population.
- Not Hispanic or Latino ( 14%)- This category identifies with more than one racial category and makes up a significant portion of the population.
- Asian 5%) – A smaller segment of the population identifies as Asian.
- Some Other Race (8%) – This category may include individuals who do not fit into standard racial classifications or choose to identify differently.
- Black or African American (5%) – A smaller portion of the population falls into this racial category.
- American Indian and Alaska Native (2%) – The smallest percentage, representing Indigenous populations.



This is a population pyramid for Port Lavaca, Texas, showing the distribution of the population by age group and gender. The chart is divided into two sections:

- Males (light blue) are represented on the left side.
- Females (yellow) are represented on the right side.
- The numbers next to each bar indicate the number of people in that age category.

**Younger Population:** The largest age groups appear to be 5-9 years, 10-14 years, and 15-19 years, indicating a significant presence of children and teenagers in the city.

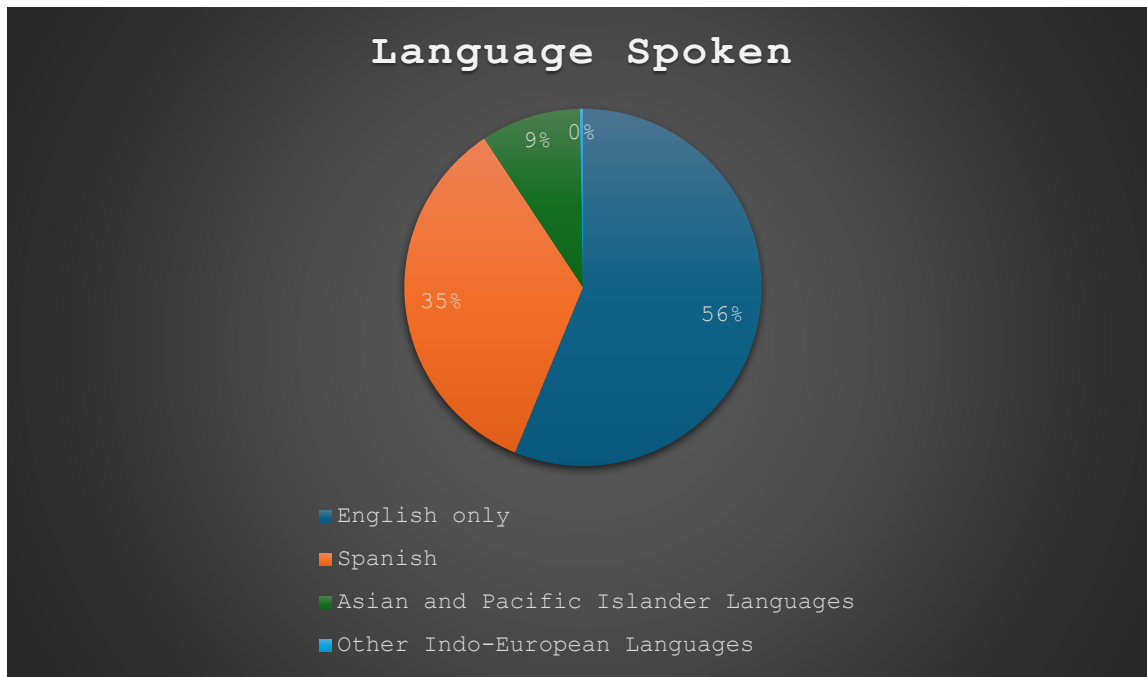
**Working-Age Population:** Age groups between 25-44 years also have a high population, showing a strong presence of working-age adults.

**Older Population:** The number of individuals above 65 years decreases gradually, indicating an aging but not overwhelmingly elderly population.

**Gender Distribution:**

- In younger and middle-aged groups (under 50 years), there are more males than females.
- In the older age groups (50+ years), females outnumber males, which is typical as women tend to have higher life expectancy.





This data represents the languages spoken at home in Port Lavaca, Texas, showing the percentage of the population that speaks each language. Here's a breakdown:

1. English Only (56.1%) – A majority of the residents in Port Lavaca speak only English at home, making it the most spoken language in the city.
2. Spanish (34.4%) – A significant portion of the population speaks Spanish at home, reflecting the city's strong Hispanic and Latino presence.
3. Asian and Pacific Islander Languages (9.0%) – A notable percentage of residents speak languages from Asian or Pacific Islander regions, indicating a presence of Asian communities in Port Lavaca.
4. Other Indo-European Languages (0.2%) – A small fraction of the population speaks other Indo-European languages, such as French, German, or Russian.
5. Other Languages (0.3%) – A very small percentage speaks languages that don't fit into the categories above.

English is the dominant language but is not spoken by everyone.

Spanish is widely spoken, making bilingual communication important.

The presence of Asian and Pacific Islander languages is relatively high (9%), suggesting cultural diversity in the area.

This linguistic diversity highlights the multicultural nature of Port Lavaca, which may influence education, business, and public services in the city.

Port Lavaca city, Texas				
Percent of specified language speakers				
	Speak English only or speak English "very well"	Percent speak English only or speak English "very well"	Speak English less than "very well"	Percent speak English less than "very well"
Label	Estimate	Estimate	Estimate	Estimate
Population 5 years and over	9,328	87.8%	1,292	12.2%
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	3,374	72.3%	1,292	27.7%
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	2,911	79.6%	744	20.4%
Other Indo-European languages	25	100.0%	0	0.0%
Asian and Pacific Island languages	421	44.1%	533	55.9%
Other languages	17	53.1%	15	46.9%

This table provides data on language usage among residents of Port Lavaca, Texas, who are 5 years and older. It breaks down the number of people who speak English only versus those who speak other languages, along with their ability to speak English "very well" or "less than very well."

Breakdown of the Data:

- Total Population (5 years and over): 9,328 people
  - 87.8% (8,036 people) speak only English.
  - 12.2% (1,292 people) have limited English proficiency.

Individuals Speaking a Language Other Than English (3,374 people total):

- Spanish Speakers (2,911 people)
  - 79.6% (2,167 people) speak English very well.
  - 20.4% (744 people) have limited English proficiency.
- Other Indo-European Languages (25 people)
  - 100% speak English very well (no language barriers in this group).

- Asian and Pacific Island Languages (421 people)
  - 44.1% (186 people) speak English very well.
  - 55.9% (233 people) have limited English proficiency.
- Other Languages
  - 53.1% (9 people) speak English very well.
  - 46.9% (8 people) have limited English proficiency.

Key Insights:

5. Most people in Port Lavaca (87.8%) speak only English.
6. Spanish is the most common non-English language (2,911 speakers), and the majority of Spanish speakers (79.6%) speak English well.
7. Asian and Pacific Islander language speakers (421 people) have the highest percentage (55.9%) of individuals who struggle with English.
8. Other Indo-European languages (like French, German, or Italian) have a very small presence (25 speakers), and all of them speak English fluently.

This data highlights the linguistic diversity in Port Lavaca and suggests that Spanish and Asian language speakers may need additional language support in areas like education, public services, and healthcare.

# COMMUNICATION

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

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## **INFORMATION:**

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
  
- To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). Presenter is Mayor Whitlow



# COMMUNICATION

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

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## INFORMATION:

