



CITY COUNCIL REGULAR MEETING

Monday, May 09, 2022 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, May 09, 2022 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:

Due to COVID-19 concerns, social distancing guidelines will be encouraged for in-person attendance. The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/89253650147?pwd=cW9oU1dudFlCL0RiQjV4bElYekVRZz09>

Meeting ID: 892 5365 0147

Passcode: 098193

One Tap Mobile

*+13462487799,,89253650147#,,, *098193# US (Houston)*

Dial by your location

+1 346 248 7799 US (Houston)

I. ROLL CALL

II. CALL TO ORDER

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE**V. PRESENTATION(S)**

- [1.](#) Mayor's Proclamation : "May is Motorcycle Awareness Month".
- [2.](#) Mayor's Proclamation: National Police Week is May 15 – May 21, 2022 “Connected to our Communities”.
- [3.](#) Mayor's Proclamation: National Public Works Week is May 15 – May 21, 2022 “Ready and Resilient”.

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

- [A.](#) Minutes of April 11, 2022 Regular Meeting
- [B.](#) Review of the Credit Card Statement
- [C.](#) Receive monthly Financial Highlight Report
- [D.](#) Receive Investment Report for Quarter ending March 31, 2022

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

- [1.](#) Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Jack Whitlow, Mayor, to serve a new term of two (2) years; Rosie Padron, District 4 and Jim Ward, District 5 to each serve a new term of three (3) years. Presenter is Mandy Grant
- [2.](#) Consider election of Mayor Pro Tem by Council Members in accordance with Section 3.04 of the City of Port Lavaca Home Rule Charter. Presenter Is Mandy Grant
- [3.](#) Receive report from Calhoun County Appraisal District Chief Appraiser. Presenter is Jesse Hubbell
- [4.](#) Receive report on 2022 upcoming events in Port Lavaca. Presenter is Tania French
- [5.](#) Consider the use of the Bayfront Peninsula Park for the annual Hard Head Derby on Friday, August 05, 2022 and Saturday, August 06, 2022 and waiver of any fees associated with this event. Presenter is Tania French
- [6.](#) Consider request of Calhoun County Citizens in Action (CCIA) for use of George Adams Park on June 17, 18, and 19, 2022 (Friday through Sunday) for the Annual Juneteenth Celebration, Waiver of Fees associated with the event; with the exception of the Alcohol in Park Fee. Presenter is Jody Weaver
- [7.](#) Consider authorizing Hotel Occupancy Tax (HOT) Funding for Entertainment and Security for the 2022 Juneteenth Event sponsored by the Calhoun County Citizens In Action Committee (CCIA). Presenter is Jody Weaver

8. Receive presentation of annual Police Department Activity Report for 2020-2021. Presenter is Colin Rangnow
9. Receive quarterly report from the Police Department for the newly formed Mental Health Peace Officer position. Presenter is Clinton Wooldridge
10. Consider request of Justin Karl for a Port Lavaca PRIDE Incentive Grant in an amount not to exceed \$5,000.00 to help fund improvements to 132 E. Main Street. Presenter is Jody Weaver
11. Consider approving Second Amendment to Ad Valorem Tax Rebate Agreement entered between Ho Enterprises, LLC and the City of Port Lavaca dated July 18, 2018. Presenter is Anne Marie Odefey
12. Consider Second and Final Reading of an Ordinance (G-4-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 38 – Solid Waste) and providing an effective date. Presenter is Jody Weaver
13. Consider Resolution No. R-050922-1 of the City of Port Lavaca, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates within the city should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Presenter is Anne Marie Odefey
14. Consider Resolution No. R-050922-2 of the City of Port Lavaca, Texas, authorizing Signatories for the Community Development Block Grant – Mitigation (CDBG-MIT) from the Texas General Land Office for Local Infrastructure Program Contract Number 22-087-001-D226. Presenter is Susan Lang
15. Consider Resolution No. R-050922-3 to adopt the City of Port Lavaca's Budgetary and Financial Management Policies for the 2021-2022 Fiscal Year. Presenter is Susan Lang
16. Consider Resolution No. R-050922-4 of the City of Port Lavaca to adopt required Community Development Block Grant (CDBG) Civil Rights Policies. Presenter is Susan Lang
17. Consider Resolution No. R-050922-5 of the City of Port Lavaca for Professional Engineering Services with Mott MacDonald, LLC for the Texas Community Development Block Grant-Mitigation (CDBG-MIT) Coastal Resiliency Project Contract #22-087-001-D226 in the amount not to exceed \$1,664,025.00. Presenter is Jody Weaver
18. Consider awarding bid to fence contractor for the Public Works Perimeter Fence Project, Phase 1 of 3. Presenter is Wayne Shaffer
19. Consider recommendation of the Planning Board for a variance request to the Signs Ordinance from Prosperity Bank. Presenter is Jody Weaver
20. 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

21. 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 foregoing notice of a Regular Meeting of the City Council of the City of Port Lavaca, Texas, to be held Monday, May 09, 2022 beginning at 6:30 p.m., was posted at City Hall, easily accessible to the Public, as of 5:00 p.m., Wednesday, May 04, 2022.

/s/ Mandy Grant, City Secretary

ADA NOTICE

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

COMMUNICATION

SUBJECT: Mayor's Proclamation : "May is Motorcycle Awareness Month".

INFORMATION:



PROCLAMATION

WHEREAS, May is Motorcycle Safety Awareness Month, and the U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) reminds vehicle drivers and motorists that safe driving and riding practices and cooperation from all road users will help reduce the number of fatalities and injuries on our nation's highway; and

WHEREAS, residents using Port Lavaca roadways make motorcycle safety an important issue for all drivers because the safe operation of a motorcycle requires the use of special skills developed through a combination of training and experience, the use of good judgement, and a thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, motorcycling can be an enjoyable activity when safety is of paramount consideration and all regulations are observed; and

WHEREAS, though a motorcycle is a small vehicle, its operator still has the same rights of the road as any other motorist, allow the motorcycle the full width of a lane at all time; and

WHEREAS, motorcycle Safety Awareness Month raises public awareness about motorcycles and encourages their safe and proper use among motorcycle riders for a lifetime of safe motorcycle riding in the State of Texas.

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

MOTORCYCLE SAFETY AND AWARENESS MONTH

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

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Lorena Perez-Diaz, Assistant City Secretary

COMMUNICATION

SUBJECT: Mayor's Proclamation: National Police Week is May 15 – May 21, 2022
“Connected to our Communities”.

INFORMATION:



PROCLAMATION

WHEREAS, our law enforcement agencies play an essential role in safeguarding the rights and freedoms which have been guaranteed by the Constitution to every American citizen; and

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

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

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

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of our Port Lavaca Police Department officers and for the contributions they have made to the security and well-being of our community.

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, do hereby proclaim that the week of May 15-21, 2022 shall be

NATIONAL POLICE WEEK

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

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Lorena Perez-Diaz, Assistant City Secretary

COMMUNICATION

SUBJECT: Mayor's Proclamation: National Public Works Week is May 15 – May 21, 2022
“Ready and Resilient”.

INFORMATION:



NATIONAL PUBLIC WORKS WEEK PROCLAMATION
“IT STARTS HERE”

WHEREAS, public works services provided in our community are an integral part of our citizen’s everyday lives; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works department is materially influenced by the peoples attitude and understanding of the work they perform; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, our city is safer, and individuals and families can enjoy the quality of life that makes Port Lavaca special because of the dedication of public works professionals; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, Texas, by virtue of the power vested in me, do hereby declare and proclaim that the week of May 15th – 21th, 2022 shall be designated as:

NATIONAL PUBLIC WORKS WEEK

in the City of Port Lavaca. I call upon and encourage all Citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

WITNESS MY HAND and the great seal of the City of Port Lavaca, this the 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Lorena Perez-Diaz, Assistant City Secretary

COMMUNICATION

SUBJECT: Minutes of April 11, 2022 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, April 11, 2022 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 11th day of April, 2022, 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
Jerry Smith	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
Ken Barr	Councilman, District 6

And with the following absent: None

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

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:37 p.m. and presided.

III. INVOCATION

- Reverend Paul Hernandez gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- Proclamations by the Mayor
 - May 30, 2022 will be proclaimed as “American Legion Day”

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 spoke:
 - Luis De La Garza, 101 Blackstone Place., Port Lavaca, TX, commented on problems with “Flushable Wipes” in sewer line system.

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

- A. **Minutes of March 14, 2022 Regular Meeting**
- B. **Minutes of March 28, 2022 Special and Workshop**
- C. **Review of the Credit Card Statement**
- D. **Receive monthly Financial Highlight Report**

Motion made by Councilman District 6 Barr

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 5 Ward

Voting Yea:

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

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

1. **Consider request of the American Legion Post #167 for use of the Bayfront Pavilion for a Memorial and Flag Retirement Ceremony on Monday, Memorial Day, May 30, 2022 from 8:00 a.m. to 1:00 p.m. and waiver of any fees in connection to this event (Greg Falcon, Jerry McClendon, Lupe Flores, Jack Mageluzzo). Presenter is Jack Mageluzzo**

Mr. Lupe Flores, American Legion Post #167 member, presented this request to Council in the absence of Mr. Jack Mageluzzo, who was unable to attend the meeting. Mr. Greg Falcon and Mr. Jerry McClendon were also in attendance. The request is for the use of the Bayfront Pavilion for a Memorial and Flag Retirement Ceremony on Monday, Memorial Day, May 30, 2022 from 8:00 a.m. to 1:00 p.m. and waiver of any fees in connection to this event.

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 request of the American Legion Post #167 for use of the Bayfront Pavilion for a Memorial and Flag Retirement Ceremony on Monday, Memorial Day, May 30, 2022 from 8:00 a.m. to 1:00 p.m. and waiver of any fees in connection to this event.

Seconded by Councilman District 1 Smith

Voting Yea:

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

2. **Consider appointment/reappointment of member(s) to the Planning Board to fill a vacancy and/or start a new term. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Planning Board is eligible to have seven (7) members. Currently there is one (1) vacancy and the terms of Mike Elgin and Justin Weaver will be expiring. Both members have expressed a desire for reappointment to the Planning Board. Steven Grant Butler has also sent a letter of interest to fill the current vacancy. There are no term limits established and the full term is for a period of two (2) years.

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 appoints Steven Grant Butler and reappoints Mike Elgin and Justin Weaver to serve on the Planning Board and for each to start a new term of two (2) years.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

3. **Consider appointment/reappointment of member(s) to the Port Commission to fill a vacancy and/or start a new term. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Port Commission is eligible to have seven (7) members. The term of Sue Traylor will be expiring and she has expressed a desire to be reappointed to another term. There are no term limits established and the full term is for a period of two (2) years.

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 reappoints Sue Traylor to serve on the Port Commission to start a new term of two (2) years.

Seconded by Councilman District 6 Barr

Voting Yea:

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

4. **Consider Second and Final Reading of an Ordinance (G-2-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Chapter 10 – Animals, Article I – General, Section 10-5 License Required; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the second and final reading of an Ordinance (G-2-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Chapter 10 – Animals, Article I – General, Section 10-5 License Required.

Seconded by Councilman District 1 Smith

Voting Yea:

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

5. **Consider Second and Final Reading of an Ordinance (G-3-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 10 – Animals) and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves the second and final reading of an Ordinance (G-3-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 10 – Animals) contingent that in Exhibit “A” (Other Discounts approval is changed from “City Manager” to “City Council”).

Seconded by Councilman District 3 Tippit

Voting Yea:

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

Voting Nay:

Councilman District 5 Ward

6. **Consider First Reading of an Ordinance (G-4-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 38 – Solid Waste) and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the first reading of an Ordinance (G-4-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 38 – Solid Waste).

Seconded by Councilman District 1 Smith

Voting Yea:

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

7. **Consider award of contract to demolish the Old Freezer Plant on Harbor Street. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that when the Upper Dock Repair Project was awarded in September 2021, it was suggested that staff go ahead and bid out the demolition of the Old Freezer Plant. Staff recently prepared a bid package and advertised for bids which were due on March 29, 2022 at 2:30 p.m. Staff received four (4) bids and they are as follows:

Bidders:	Lloyd Nabors Demolition, LLC. Hutchins, TX	Coastal Bend Demolition, Inc. Corpus Christi, TX	Lester Contracting, Inc. Port Lavaca, TX	Staff Concrete Construction Victoria, TX
Bid Amt:	\$59,450.00	\$49,500.00	\$180,000.00	\$94,850.00
Cal. Days	30	30	90	45

Weaver contacted the apparent low bidder, Coastal Bend Demolition, to confirm that they are satisfied with their bid and have no concerns with the price. He did say that with their work load they may not be able to start the demolition before 60-90 days out; however, will be done within 30 once they begin.

Weaver also spoke with William Key, of BLS Construction who has used Coastal Bend Demolition in the past and he advised there were no issues.

Weaver said there is \$50,000.00 budgeted in Economic Development to paint the old Fire Station. She has looked at the old Fire Station and there are other repairs needed before it can effectively be painted.

Staff recommends using these budgeted funds to get the foundation demolished which will clean up the area and make it more attractive and safer for people visiting the cemetery and taking advantage of the recent improvements to the upper dock area.

Motion made by Councilman District 6 Barr

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 awarding contract to demolish the Old Freezer Plant on Harbor Street to Coastal Bend Demolition, LLC of Corpus Christi, Texas in the amount of \$49,500.00 with 30 calendar days to complete project from receipt of Order to Proceed.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

8. **Consider recommendation of the Planning Board for Preliminary and Final Plat of the Calhoun County Independent School District (CCISD) FEMA Dome Subdivision, Block 1, Lot 1, Maximo Sanchez League, Property #37865. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that CCISD has a FEMA grant to construct a FEMA Dome for the emergency evacuation measures for CCISD. The FEMA Dome is a new addition to the emergency management plan for the school district. CCISD has coordinated with the City and the County throughout the planning of this project.

An access easement has been recorded across the drainage ditch that adjoins Sandcrab Boulevard, providing legal access from Sandcrab Boulevard to the FEMA Dome property. The property has access to public water and sewer on Sandcrab Boulevard.

CCISD has attended a pre-development conference with the City of Port Lavaca re-development team. The preliminary and final plat as presented meet all requirements of the platting process. Staff recommends approval of this request.

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 Planning Board and staff, Council hereby approves the Preliminary and Final Plat of the Calhoun County Independent School District (CCISD) FEMA Dome Subdivision, Block 1, Lot 1, Maximo Sanchez League, Property #37865.

Seconded by Councilman District 1 Smith

Voting Yea:

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

9. **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 7:22 p.m.

10. **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 7:48 p.m. (Resolution No. R-041122-1 was approved, see the following agenda item #11).

11. **Consider Resolution No. R-041122-1 of the City of Port Lavaca approving the 7th and 8th Amendments to the Water Supply Contract between the Guadalupe-Blanco River Authority (GBRA) and the City of Port Lavaca authorizing the Interim City Manager to execute all documents necessary related thereto and declaring an effective date.. Presenter is Jody Weaver**

Motion made by Councilman District 6 Barr

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

THAT, the Interim City Manager and Mayor are authorized as appropriate to execute all documents necessary to incorporate the 7th and 8th Amendments to the Water Supply Contract between the Guadalupe-Blanco River Authority (GBRA) and the City of Port Lavaca in form substantially similar to the documents attached hereto as Exhibit "A" and Exhibit "B" and execute such other documents as are necessary and declaring an effective date, in a form approved by the City Attorney.

Seconded by Councilman District 5 Ward

Voting Yea:

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

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

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

Voting Yea:

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

Meeting adjourned at 7:52 p.m.

These minutes were approved on May 09, 2022.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of the Credit Card Statement

INFORMATION:



CITY OF

Section VII. Item #B.

Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
March 9, 2022 to April 7, 2022

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$9,049.56
- Payments	\$9,049.56
- Other Credits	\$0.00
+ Purchases	\$9,869.19
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$9,869.19

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$14,188.00
 Statement Closing Date April 7, 2022
 Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$9,869.19
 Minimum Payment Due: \$296.08
 Payment Due Date: May 2, 2022

MESSAGES

GREAT NEWS!

We have upgraded the Card Service Center website and online access to your account information. It is better than ever!

Our enhanced site features easier-to-navigate pages, additional payment functionality, and new self-serve account update options. A NEW MOBILE APP is also available to manage your card on the go!

The New Site and Mobile App are available NOW! To take advantage of these exciting features go to www.cardaccount.net to download the mobile app or click "ACCOUNTS" and choose "CREDIT CARD ACCOUNTS" to log in now.

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/31	03/31	F112700FA00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$9,049.56-

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: \$9,869.19
 Minimum Payment Due: \$296.08
 Payment Due Date: May 2, 2022

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

11273390700003050002960800009869195

CITY OF PORT LAVACA
Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0305				\$9,049.56-
03/18	03/20	8230196EXS66D5T5B	DURA COAT 715-7206128 WI	\$264.54
03/30	03/30	5543286F95V4WZV0X	AMZN MKTP US*1H35H3FJ1 AMZN.COM/BILL WA	\$134.72
04/06	04/07	8271116FG0007Q0V3	HUMANE EDUCATORS OF TX HUTTO TX	\$325.00
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$724.26
03/19	03/20	5543286EY5SZTY5DE	AMZN MKTP US*1N1UL6Q31 AMZN.COM/BILL WA	\$102.55
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$102.55
04/01	04/01	5543286FB5SM19J20	INT'L CODE COUNCIL INC 888-422-7233 IL	\$237.00
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$237.00
03/23	03/24	8528000F2WGNHG48W	LAS TAPATIAS MEXICAN C VICTORIA TX	\$39.45
03/31	04/01	5531020FB61BTMS8G	APWA - NATIONAL 8165955279 MO	\$141.00
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$180.45
03/16	03/17	5543286EV5V1S3MPY	AMAZON.COM*1Z2UD2MA2 AMZN.COM/BILL WA	\$16.69
03/16	03/17	5531020EV2DZDVYAQ	AMZN MKTP US*1Z0923I10 AMZN.COM/BILL WA	\$70.98
03/19	03/20	5531020EY2DYWH9NV	AMZN MKTP US*1Z8QK0UF2 AMZN.COM/BILL WA	\$37.99
03/31	04/01	5543286FA5SJAZG72	B2B PRIME*1H4LK6JO1 AMZN.COM/BILL WA	\$179.00
04/03	04/03	5543286FD5SBTKTNK	AMZN MKTP US*1H77415R1 AMZN.COM/BILL WA	\$15.59
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$320.25
03/11	03/13	5513158ENR3EWXDLM	APPLE.COM/BILL 1111111111 CA	\$2.99
JESSICA CARPENTER				
TOTAL XXXXXXXXXXXX1329				\$2.99
03/09	03/10	5542950EMRTPF8KLW	PAYPAL *TXMUNLEAGUE 4029357733 TX	\$100.00
03/09	03/10	5542950EMRTPQLHVM	PAYPAL *TXMUNLEAGUE 4029357733 TX	\$100.00
03/09	03/10	5542950EMRTPQN8B7	PAYPAL *TXMUNLEAGUE 4029357733 TX	\$100.00
03/10	03/11	5543286EM5S908QWA	AMZN MKTP US*1Z5207X41 AMZN.COM/BILL WA	\$68.99
03/25	03/27	5543286F45SV0KAZX	AMZN MKTP US*168E16CY0 AMZN.COM/BILL WA	\$98.35
03/27	03/28	5531020F62E026GX9	AMAZON.COM*1699I03V0 A AMZN.COM/BILL WA	\$33.36
03/29	03/30	5543286F85SY7K219	SQ *MILLHOUSE FURNITUR EL CAMPO TX	\$2,721.00
03/30	03/30	5543286F95V2EB91P	AMAZON.COM*1H46C9OV1 AMZN.COM/BILL WA	\$269.99
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$3,491.69
03/22	03/23	5550036F12E09S9E2	NOTARY PUBLIC FL-ONLIN 8506563028 FL	\$149.00
04/05	04/06	5543286FF5V3MN9ZH	WPY*STRAC 855-469-3729 TX	\$25.00
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$174.00
03/12	03/13	5513158EP2M7Z21HL	MICROSOFT*MICROSOFT 36 MSBILL.INFO WA	\$108.24
03/15	03/16	5543286ES5SSQNPB	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
03/15	03/16	5543286ES5SSXDMRV	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$166.96
03/15	03/17	0543684EV5S9PHN4P	WALMART.COM AA 800-966-6546 AR	\$121.87
03/29	03/30	5543286F85SY9681B	SQ *MILLHOUSE FURNITUR EL CAMPO TX	\$2,721.00
03/31	04/01	8230509FA000F4VK9	ZOOM.US 888-799-9666 SAN JOSE CA	\$149.90
04/01	04/03	5543286FB5SSJT6WJ	AMZN MKTP US*1H0I010N1 AMZN.COM/BILL WA	\$569.96
04/01	04/03	5543286FB5SS0VRAS	AMAZON.COM*163YH7I60 AMZN.COM/BILL WA	\$26.88

Transactions continued on next page



CITY OF

Section VII. Item #B.

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/01	04/03	5543286FB5STRY94M	AMZN MKTP US*162UD1IP0 AMZN.COM/BILL WA	\$39.59
04/01	04/03	5520739FQ002NTFYT	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
04/04	04/05	5543286FE5SSVWV17	UPS*BILLING CENTER 800-811-1648 GA	\$50.55
JOANNA WEAVER				
TOTAL XXXXXXXXXXXXX0249				\$3,987.07
03/08	03/09	5548872ELBM6RRLG7	TCEQ IND RENEWAL LIC 5122396261 TX	\$111.00
03/23	03/24	5531020F32DL3VB61	AMZN MKTP US*1N4256270 AMZN.COM/BILL WA	\$75.43
03/28	03/29	2545733F8000HRBNA	PREP BLAST 615-6893546 TN	\$43.50
03/30	03/31	5531020F92DL3EXJV	AMAZON.COM*1H9SF04E1 A AMZN.COM/BILL WA	\$8.99
03/30	03/31	0230537FA00JA6J1M	USPS PO 4872200979 PORT LAVACA TX	\$7.38
03/31	04/01	7542855FA20EQD060	9075 CES VICTORIA TX	\$395.25
04/04	04/05	0230537FF00HPF8GQ	USPS PO 4872200979 PORT LAVACA TX	\$7.38

CYNTHIA HEYSQUIERDO

TOTAL XXXXXXXXXXXXX0264 \$648.93

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.49% (v)	\$0.00	30	\$0.00
Cash Advances	14.49% (v)	\$0.00	30	\$0.00

(v) - variable

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

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

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

COMMUNICATION

SUBJECT: Receive monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

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

To: Mayor and Members of the City Council
From: Susan Lang, Finance Director 
Subject: FY 21-22 Financial Highlights through **April 30, 2022**
Date: May 3, 2022

Below are the following reports for the period ending **April 30, 2022**, or **58.3%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,520,281** for the year as of March. Collections in FY21-22 are 93.12% of total adjusted tax levy. Total current year Property Taxes Outstanding as of March is **\$332,850**.

In the General Fund, revenues through **4/30/22** are **75.9%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,167,261** for the year as of April. Collections in FY21-22 are 104.9% of budget.
2. *Sales Tax* collections through April were **\$1,933,032** or 58.7% of budget. Collections through April in FY 20-21 were **\$1,960,840**.
3. *Licenses & Permits* collections are **\$88,037** for the year, or 38.6% of budget. Collections through April in FY 20-21 were **\$103,610**.
4. *Bauer Center Rentals* through April are **\$28,550** or 57.1% of budget. Collections through April in FY 20-21 were **\$31,455**.
5. *Court Fines* are **\$52,391** for the year, or 43.6% of budget. Collections through April in FY 20-21 were **\$61,103**.

Expenditures in the General Fund for the year are **59.9%** of budget.

Target: 58.3%

In the Utility Fund, revenues as of **4/30/22** are **63.7%** of budget. In addition:

1. *Metered Water* sales through April are **\$1,145,454 or 56.9%** of budget.
2. *Residential Sewer* sales through April are **591,707 or 55.8%** of budget.
3. *Garbage Billings* through April are **\$450,845 or 64.8%** of budget.

Expenditures in the Utility Fund for the year are **48.4%** of budget.

Summary – FY 2021-2022 through 4/30/22

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	Revenues Less <u>Expense</u>
General	\$7,180,015	75.9%	\$6,506,098	59.9%	\$673,917
Utility	3,864,693	63.7%	2,921,795	48.4%	942,898
HOT	147,044	27.9%	253,918	27.4%	(106,874)
Beach	43,068	24.5%	41,461	58.8%	1,607
Port	418,302	2.8%	358,957	2.8%	59,344
Total					1,570,892

I will be at the City Council meeting, should you have any questions regarding the information provided.



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
March 31, 2022**

TAXES DUE AT CERTIFICATION	4,726,568.66
Adjustments to Date	110,180.80
TOTAL TAX LEVY	4,836,749.46

2021 Tax Collections

	Base	Penalties & Interest	Total
October	2,264,571.55	0.00	2,264,571.55
November	345,300.03	0.00	345,300.03
December	603,580.74	0.00	603,580.74
January	845,808.24	0.00	845,808.24
February	335,113.44	7,472.12	342,585.56
March	109,525.79	8,909.30	118,435.09
April			0.00
May			0.00
June			0.00
July (Delinquent as of July 1, 2021)			0.00
August			0.00
September			0.00
TOTAL	4,503,899.79	16,381.42	4,520,281.21

Last Year %
Collected
93.63%

TRANSFERRED TO DELINQUENT ROLL	% Collected	93.12%
July, Aug, and Sept Payments		0.00

2021 TAXES OUTSTANDING	332,849.67
-------------------------------	------------

% Current Outstanding 6.88%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	6,452.35	3,130.88	9,583.23
November	9,728.40	3,612.99	13,341.39
December	7,907.93	3,020.62	10,928.55
January	4,786.11	1,973.51	6,759.62
February	9,004.61	2,815.81	11,820.42
March	902.45	2,803.54	3,705.99
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	38,781.85	17,357.35	56,139.20

DELINQUENT TAXES OUTSTANDING	372,610.38
TOTAL TAXES OUTSTANDING	705,460.05

[Signature]
4/20/22

COMMUNICATION

SUBJECT: Receive Investment Report for Quarter ending March 31, 2022

INFORMATION:

City of Port Lavaca
Quarterly Investment Report
 1/1/2022 - 3/31/2022

Purchase Date	Maturity	CUSIP	Sec Type	Principal	Interest	12/31/2021	3/31/2022	Yield	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
Payroll													
			Acct: XXXXX3110 First National Bank			\$ 5,091	\$ 141,984	0.0000%	\$ 141,984	\$ 141,984			\$ -
Pooled Cash													
			Acct: XXXXX3129 First National Bank			\$ 10,237,019	\$ 8,786,326	0.1700%	\$ 8,786,326	\$ 8,786,326			\$ 1,634
Fireman's Retirement													
			Acct: XXXXX3137 First National Bank			\$ 100	\$ 100	0.0000%	\$ 100	\$ 100			\$ -
Checking													
			Acct: XXXXX3145 First National Bank			\$ -	\$ -	0.0000%	\$ -	\$ -			\$ -
Flip Flip													
			Acct: XXXXX4125 First National Bank			\$ 1	\$ 1	0.0000%	\$ 1	\$ 1			\$ -
Consolidated Cash													
			Acct: XXXXX7001 Logic			\$ 13,688,807	\$ 13,693,858	0.2493%	\$ 13,693,858	\$ 13,693,858			\$ 5,051
Total Investments						\$ 23,931,017	\$ 22,622,269	0.2153% Average	\$ 22,622,269	\$ 22,622,269	\$ -		\$ 6,685

Total Interest for January 1, 2022 through March 31, 2022

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


 Susan Lang
 Finance Director

4/6/22
 Date

COMMUNICATION

SUBJECT: Administer Oaths of Office and issue Certificates of Election to newly elected officials to the Port Lavaca City Council to-wit: Jack Whitlow, Mayor, to serve a new term of two (2) years; Rosie Padron, District 4 and Jim Ward, District 5 to each serve a new term of three (3) years. Presenter is Mandy Grant

INFORMATION:

COMMUNICATION

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

INFORMATION:

COMMUNICATION

SUBJECT: Receive report from Calhoun County Appraisal District Chief Appraiser.
Presenter is Jesse Hubbell

INFORMATION:

PORT LAVACA				
STATE CODE	2021 CERT TOTAL SUP 15	PRELIM TOTALS	CHANGE	PCT CHANGE
A	\$ 371,332,667	\$ 401,061,565	\$ 29,728,898	8.01%
F1	\$ 145,286,592	\$ 151,313,536	\$ 6,026,944	4.15%
E1	\$ 206,821	\$ 209,492	\$ 2,671	1.29%
C1	\$ 20,774,765	\$ 20,844,535	\$ 69,770	0.34%

	2021 AVE MKT HS	2022 AVE MKT HS	CHANGE	PCT CHANGE
CAT A	\$ 125,672	\$ 136,133	\$ 10,461	8.32%

	2021 NEW VALUE	2022 NEW VALUE	CHANGE	PCT CHANGE
PORT LAVACA	\$ 8,664,310	\$ 5,225,410	\$ (3,438,900)	-39.69%

2021 CERTIFIED TOTALS

Property Count: 6,296

C04 - CITY OF PORT LAVACA
ARB Approved Totals

5/3/2022

4:35:45PM

Land		Value			
Homesite:		48,739,155			
Non Homesite:		64,127,318			
Ag Market:		14,219,250			
Timber Market		0	Total Land	(+)	127,085,723
Improvement		Value			
Homesite:		307,512,787			
Non Homesite:		239,134,485	Total Improvements	(+)	546,647,272
Non Real		Count	Value		
Personal Property:	738		101,214,310		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	= 101,214,310
					= 774,947,305
Ag	Non Exempt	Exempt			
Total Productivity Market:	13,779,800	439,450			
Ag Use:	745,709	22,890	Productivity Loss	(-)	13,034,091
Timber Use:	0	0	Appraised Value	=	761,913,214
Productivity Loss:	13,034,091	416,560			
			Homestead Cap	(-)	5,886,525
			Assessed Value	=	756,026,689
			Total Exemptions Amount (Breakdown on Next Page)	(-)	131,577,394
			Net Taxable	=	624,449,295

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	4,061,667	3,523,189	23,876.75	25,534.39	50		
DPS	19,686	8,727	69.33	203.16	1		
OV65	102,727,435	80,588,148	507,527.73	522,894.25	882		
Total	106,808,788	84,120,064	531,473.81	548,631.80	933	Freeze Taxable	(-) 84,120,064
Tax Rate	0.7944000						
						Freeze Adjusted Taxable	= 540,329,231

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,823,849.22 = 540,329,231 * (0.7944000 / 100) + 531,473.81

Certified Estimate of Market Value: 774,947,305
 Certified Estimate of Taxable Value: 624,449,295

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2021 CERTIFIED TOTALS

Property Count: 6,296

C04 - CITY OF PORT LAVACA
ARB Approved Totals

5/3/2022

4:35:46PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	54	0	0	0
DPS	1	0	0	0
DSTR	3	49,721	0	49,721
DV1	25	0	244,000	244,000
DV1S	1	0	5,000	5,000
DV2	11	0	90,000	90,000
DV3	13	0	148,000	148,000
DV4	31	0	225,414	225,414
DV4S	4	0	48,000	48,000
DVHS	29	0	4,084,719	4,084,719
EX-XA	21	0	3,148,180	3,148,180
EX-XD	1	0	15,960	15,960
EX-XG	3	0	442,250	442,250
EX-XI	1	0	988,640	988,640
EX-XN	6	0	695,410	695,410
EX-XU	15	0	552,810	552,810
EX-XV	222	0	82,895,350	82,895,350
EX-XV (Prorated)	1	0	84,040	84,040
EX366	25	0	5,220	5,220
FR	1	0	0	0
HS	2,264	27,825,412	0	27,825,412
HT	3	170,470	0	170,470
LIH	1	0	862,920	862,920
OV65	880	8,316,416	0	8,316,416
OV65S	52	520,000	0	520,000
PC	2	159,462	0	159,462
Totals		37,041,481	94,535,913	131,577,394

2021 CERTIFIED TOTALS

Property Count: 27

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022

4:35:45PM

Land		Value			
Homesite:		77,360			
Non Homesite:		1,061,890			
Ag Market		0			
Timber Market:		0	Total Land	(+)	1,139,250
Improvement		Value			
Homesite:		641,410			
Non Homesite:		502,230	Total Improvements	(+)	1,143,640
Non Real		Count	Value		
Personal Property:	2		1,115,250		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	1,115,250
					3,398,140
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	Productivity Loss	(-)	0
Timber Use:	0	0	Appraised Value	=	3,398,140
Productivity Loss:	0	0			
			Homestead Cap	(-)	12,866
			Assessed Value	=	3,385,274
			Total Exemptions Amount (Breakdown on Next Page)	(-)	42,610
			Net Taxable	=	3,342,664

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 26,554.12 = 3,342,664 * (0.794400 / 100)

Certified Estimate of Market Value:	2,718,175
Certified Estimate of Taxable Value:	2,662,603
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2021 CERTIFIED TOTALS

Property Count: 27

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022

4:35:46PM

Exemption Breakdown

Exemption	Count	Local	State	Total
HS	2	42,610	0	42,610
Totals		42,610	0	42,610

2021 CERTIFIED TOTALS

C04 - CITY OF PORT LAVACA

Property Count: 6,323

Grand Totals

5/3/2022

4:35:45PM

Land		Value			
Homesite:		48,816,515			
Non Homesite:		65,189,208			
Ag Market:		14,219,250			
Timber Market:		0	Total Land	(+)	128,224,973
Improvement		Value			
Homesite:		308,154,197			
Non Homesite:		239,636,715	Total Improvements	(+)	547,790,912
Non Real		Count	Value		
Personal Property:	740		102,329,560		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	102,329,560
					778,345,445
Ag	Non Exempt	Exempt			
Total Productivity Market:	13,779,800	439,450			
Ag Use:	745,709	22,890	Productivity Loss	(-)	13,034,091
Timber Use:	0	0	Appraised Value	=	765,311,354
Productivity Loss:	13,034,091	416,560			
			Homestead Cap	(-)	5,899,391
			Assessed Value	=	759,411,963
			Total Exemptions Amount (Breakdown on Next Page)	(-)	131,620,004
			Net Taxable	=	627,791,959

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	4,061,667	3,523,189	23,876.75	25,534.39	50		
DPS	19,686	8,727	69.33	203.16	1		
OV65	102,727,435	80,588,148	507,527.73	522,894.25	882		
Total	106,808,788	84,120,064	531,473.81	548,631.80	933	Freeze Taxable	(-) 84,120,064
Tax Rate	0.7944000						
						Freeze Adjusted Taxable	= 543,671,895

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,850,403.34 = 543,671,895 * (0.7944000 / 100) + 531,473.81

Certified Estimate of Market Value: 777,665,480
 Certified Estimate of Taxable Value: 627,111,898

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2021 CERTIFIED TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA

Grand Totals

5/3/2022

4:35:46PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	54	0	0	0
DPS	1	0	0	0
DSTR	3	49,721	0	49,721
DV1	25	0	244,000	244,000
DV1S	1	0	5,000	5,000
DV2	11	0	90,000	90,000
DV3	13	0	148,000	148,000
DV4	31	0	225,414	225,414
DV4S	4	0	48,000	48,000
DVHS	29	0	4,084,719	4,084,719
EX-XA	21	0	3,148,180	3,148,180
EX-XD	1	0	15,960	15,960
EX-XG	3	0	442,250	442,250
EX-XI	1	0	988,640	988,640
EX-XN	6	0	695,410	695,410
EX-XU	15	0	552,810	552,810
EX-XV	222	0	82,895,350	82,895,350
EX-XV (Prorated)	1	0	84,040	84,040
EX366	25	0	5,220	5,220
FR	1	0	0	0
HS	2,266	27,868,022	0	27,868,022
HT	3	170,470	0	170,470
LIH	1	0	862,920	862,920
OV65	880	8,316,416	0	8,316,416
OV65S	52	520,000	0	520,000
PC	2	159,462	0	159,462
Totals		37,084,091	94,535,913	131,620,004

2021 CERTIFIED TOTALS

Property Count: 6,296

C04 - CITY OF PORT LAVACA
ARB Approved Totals

5/3/2022 4:35:46PM

State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3,694	961.9612	\$4,034,500	\$370,612,677	\$323,691,639
B	MULTIFAMILY RESIDENCE	131	108.2195	\$346,780	\$26,347,700	\$26,346,172
C1	VACANT LOTS AND LAND TRACTS	639	588.0794	\$0	\$19,864,315	\$19,842,315
D1	QUALIFIED OPEN-SPACE LAND	61	2,390.9578	\$0	\$13,779,800	\$745,239
D2	IMPROVEMENTS ON QUALIFIED OP	2		\$0	\$44,460	\$44,460
E	RURAL LAND, NON QUALIFIED OPE	19	195.5594	\$0	\$1,623,661	\$1,602,557
F1	COMMERCIAL REAL PROPERTY	489	438.3097	\$1,901,250	\$144,861,202	\$144,462,909
F2	INDUSTRIAL AND MANUFACTURIN	4	4.1980	\$0	\$3,663,270	\$3,663,270
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,199,690	\$1,199,690
J3	ELECTRIC COMPANY (INCLUDING C	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDI	2	0.2865	\$0	\$1,156,820	\$1,156,820
J5	RAILROAD	4	1.6565	\$0	\$1,623,300	\$1,623,300
J6	PIPELINE COMPANY	1		\$0	\$770	\$770
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,580,050	\$1,580,050
L1	COMMERCIAL PERSONAL PROPE	659		\$0	\$71,795,660	\$71,726,198
L2	INDUSTRIAL AND MANUFACTURIN	22		\$0	\$4,242,040	\$4,242,040
M1	TANGIBLE OTHER PERSONAL, MOB	307		\$320,180	\$2,607,720	\$2,268,476
O	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	17		\$0	\$11,498,170	\$11,498,170
X	TOTALLY EXEMPT PROPERTY	296	923.3045	\$2,061,600	\$89,690,780	\$0
Totals			5,640.4707	\$8,664,310	\$774,947,305	\$624,449,295

2021 CERTIFIED TOTALS

Property Count: 27

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022 4:35:46PM

State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	6	1.7062	\$0	\$719,990	\$664,514
B	MULTIFAMILY RESIDENCE	1	0.1958	\$0	\$169,860	\$169,860
C1	VACANT LOTS AND LAND TRACTS	15	16.4825	\$0	\$967,650	\$967,650
F1	COMMERCIAL REAL PROPERTY	6	2.9901	\$0	\$425,390	\$425,390
L1	COMMERCIAL PERSONAL PROPE	2		\$0	\$1,115,250	\$1,115,250
Totals			21.3746	\$0	\$3,398,140	\$3,342,664

2021 CERTIFIED TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA

Grand Totals

5/3/2022 4:35:46PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3,700	963.6674	\$4,034,500	\$371,332,667	\$324,356,153
B	MULTIFAMILY RESIDENCE	132	108.4153	\$346,780	\$26,517,560	\$26,516,032
C1	VACANT LOTS AND LAND TRACTS	654	604.5619	\$0	\$20,831,965	\$20,809,965
D1	QUALIFIED OPEN-SPACE LAND	61	2,390.9578	\$0	\$13,779,800	\$745,239
D2	IMPROVEMENTS ON QUALIFIED OP	2		\$0	\$44,460	\$44,460
E	RURAL LAND, NON QUALIFIED OPE	19	195.5594	\$0	\$1,623,661	\$1,602,557
F1	COMMERCIAL REAL PROPERTY	495	441.2998	\$1,901,250	\$145,286,592	\$144,888,299
F2	INDUSTRIAL AND MANUFACTURIN	4	4.1980	\$0	\$3,663,270	\$3,663,270
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,199,690	\$1,199,690
J3	ELECTRIC COMPANY (INCLUDING C	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDI	2	0.2865	\$0	\$1,156,820	\$1,156,820
J5	RAILROAD	4	1.6565	\$0	\$1,623,300	\$1,623,300
J6	PIPELINE COMPANY	1		\$0	\$770	\$770
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,580,050	\$1,580,050
L1	COMMERCIAL PERSONAL PROPE	661		\$0	\$72,910,910	\$72,841,448
L2	INDUSTRIAL AND MANUFACTURIN	22		\$0	\$4,242,040	\$4,242,040
M1	TANGIBLE OTHER PERSONAL, MOB	307		\$320,180	\$2,607,720	\$2,268,476
O	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	17		\$0	\$11,498,170	\$11,498,170
X	TOTALLY EXEMPT PROPERTY	296	923.3045	\$2,061,600	\$89,690,780	\$0
Totals			5,661.8453	\$8,664,310	\$778,345,445	\$627,791,959

2021 CERTIFIED TOTALS

Property Count: 6,296

C04 - CITY OF PORT LAVACA
ARB Approved Totals

5/3/2022 4:35:46PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	3,191	875.9073	\$3,764,130	\$362,130,530	\$316,199,467
A2	MOBILE HOME WITH LAND	462	61.0339	\$249,280	\$6,815,797	\$5,887,374
A3	BUILDING WITH LAND	108	24.5411	\$21,090	\$1,613,700	\$1,552,268
A4	HOUSE ON LEASED LAND	2	0.3260	\$0	\$6,780	\$6,780
A7	BULKHEADS	3	0.1529	\$0	\$45,870	\$45,750
B		1	3.2150	\$0	\$862,920	\$862,920
B1	MULTIFAMILY RESIDENCE	49	87.8988	\$0	\$16,384,700	\$16,384,700
B2	DUPLEX RESIDENCE	58	12.5035	\$346,480	\$5,982,970	\$5,981,442
B3	TRIPLEX RESIDENCE	6	1.0664	\$300	\$371,610	\$371,610
B4	QUADPLEX RESIDENCE	24	3.5358	\$0	\$2,745,500	\$2,745,500
C	VACANT LOTS & TRACTS	1	0.2865	\$0	\$57,200	\$57,200
C1	VACANT LOTS & TRACTS	638	587.7929	\$0	\$19,807,115	\$19,785,115
D1	QUALIFIED AG LAND	61	2,390.9578	\$0	\$13,779,800	\$745,239
D2	FARM AND RANCH IMP	2		\$0	\$44,460	\$44,460
E1	FARM & RANCH SINGLE FAMILY	5	0.9999	\$0	\$206,821	\$185,717
E4	VACANT RURAL LAND	14	194.5595	\$0	\$1,416,840	\$1,416,840
F1	COMMERCIAL REAL PROPERTY	489	438.3097	\$1,901,250	\$144,861,202	\$144,462,909
F2	INDUSTRIAL REAL PROPERTY	3	4.1980	\$0	\$663,270	\$663,270
F2A	REAL - INDUSTRIAL IMPS ON LEASE	1		\$0	\$3,000,000	\$3,000,000
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,199,690	\$1,199,690
J3	ELECTRIC COMPANY (INCLUDING CC	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDING I	2	0.2865	\$0	\$1,156,820	\$1,156,820
J5	RAILROAD	4	1.6565	\$0	\$1,623,300	\$1,623,300
J6	PIPELINE COMPANY	1		\$0	\$770	\$770
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,580,050	\$1,580,050
L1	COMMERICAL PERSONAL PROPERT	659		\$0	\$71,795,660	\$71,726,198
L2	INDUSTRIAL PERSONAL PROPERTY	2		\$0	\$142,700	\$142,700
L2C	INDUSTRIAL - INVENTORY & MATERI	1		\$0	\$1,052,300	\$1,052,300
L2G	INDUSTRIAL - MACHINERY & EQUIPM	2		\$0	\$1,479,300	\$1,479,300
L2M	INDUSTRIAL - VEHICLES, TO 1 TON	1		\$0	\$17,970	\$17,970
L2P	INDUSTRIAL - RADIO TOWERS	8		\$0	\$554,160	\$554,160
L2Q	INDUSTRIAL - RADIO TOWER EQUIP	8		\$0	\$995,610	\$995,610
M1	MOBILE HOMES/TANGIBLE OTHER P	307		\$320,180	\$2,607,720	\$2,268,476
O1	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	17		\$0	\$11,498,170	\$11,498,170
X	TOTALLY EXEMPTED PROPERTY	296	923.3045	\$2,061,600	\$89,690,780	\$0
Totals			5,640.4707	\$8,664,310	\$774,947,305	\$624,449,295

2021 CERTIFIED TOTALS

Property Count: 27

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022 4:35:46PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	4	1.3242	\$0	\$641,740	\$586,264
A2	MOBILE HOME WITH LAND	1	0.3820	\$0	\$19,050	\$19,050
A3	BUILDING WITH LAND	1		\$0	\$59,200	\$59,200
B4	QUADPLEX RESIDENCE	1	0.1958	\$0	\$169,860	\$169,860
C1	VACANT LOTS & TRACTS	15	16.4825	\$0	\$967,650	\$967,650
F1	COMMERCIAL REAL PROPERTY	6	2.9901	\$0	\$425,390	\$425,390
L1	COMMERICAL PERSONAL PROPERT	2		\$0	\$1,115,250	\$1,115,250
Totals			21.3746	\$0	\$3,398,140	\$3,342,664

2021 CERTIFIED TOTALS

C04 - CITY OF PORT LAVACA

Property Count: 6,323

Grand Totals

5/3/2022

4:35:46PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	3,195	877.2315	\$3,764,130	\$362,772,270	\$316,785,731
A2	MOBILE HOME WITH LAND	463	61.4159	\$249,280	\$6,834,847	\$5,906,424
A3	BUILDING WITH LAND	109	24.5411	\$21,090	\$1,672,900	\$1,611,468
A4	HOUSE ON LEASED LAND	2	0.3260	\$0	\$6,780	\$6,780
A7	BULKHEADS	3	0.1529	\$0	\$45,870	\$45,750
B		1	3.2150	\$0	\$862,920	\$862,920
B1	MULTIFAMILY RESIDENCE	49	87.8988	\$0	\$16,384,700	\$16,384,700
B2	DUPLEX RESIDENCE	58	12.5035	\$346,480	\$5,982,970	\$5,981,442
B3	TRIPLEX RESIDENCE	6	1.0664	\$300	\$371,610	\$371,610
B4	QUADPLEX RESIDENCE	25	3.7316	\$0	\$2,915,360	\$2,915,360
C	VACANT LOTS & TRACTS	1	0.2865	\$0	\$57,200	\$57,200
C1	VACANT LOTS & TRACTS	653	604.2754	\$0	\$20,774,765	\$20,752,765
D1	QUALIFIED AG LAND	61	2,390.9578	\$0	\$13,779,800	\$745,239
D2	FARM AND RANCH IMP	2		\$0	\$44,460	\$44,460
E1	FARM & RANCH SINGLE FAMILY	5	0.9999	\$0	\$206,821	\$185,717
E4	VACANT RURAL LAND	14	194.5595	\$0	\$1,416,840	\$1,416,840
F1	COMMERCIAL REAL PROPERTY	495	441.2998	\$1,901,250	\$145,286,592	\$144,888,299
F2	INDUSTRIAL REAL PROPERTY	3	4.1980	\$0	\$663,270	\$663,270
F2A	REAL - INDUSTRIAL IMPS ON LEASE	1		\$0	\$3,000,000	\$3,000,000
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,199,690	\$1,199,690
J3	ELECTRIC COMPANY (INCLUDING CC	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDING I	2	0.2865	\$0	\$1,156,820	\$1,156,820
J5	RAILROAD	4	1.6565	\$0	\$1,623,300	\$1,623,300
J6	PIPELINE COMPANY	1		\$0	\$770	\$770
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,580,050	\$1,580,050
L1	COMMERICAL PERSONAL PROPERT	661		\$0	\$72,910,910	\$72,841,448
L2	INDUSTRIAL PERSONAL PROPERTY	2		\$0	\$142,700	\$142,700
L2C	INDUSTRIAL - INVENTORY & MATERI	1		\$0	\$1,052,300	\$1,052,300
L2G	INDUSTRIAL - MACHINERY & EQUIPM	2		\$0	\$1,479,300	\$1,479,300
L2M	INDUSTRIAL - VEHICLES, TO 1 TON	1		\$0	\$17,970	\$17,970
L2P	INDUSTRIAL - RADIO TOWERS	8		\$0	\$554,160	\$554,160
L2Q	INDUSTRIAL - RADIO TOWER EQUIP	8		\$0	\$995,610	\$995,610
M1	MOBILE HOMES/TANGIBLE OTHER P	307		\$320,180	\$2,607,720	\$2,268,476
O1	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	17		\$0	\$11,498,170	\$11,498,170
X	TOTALLY EXEMPTED PROPERTY	296	923.3045	\$2,061,600	\$89,690,780	\$0
Totals			5,661.8453	\$8,664,310	\$778,345,445	\$627,791,959

2021 CERTIFIED TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA

Effective Rate Assumption

5/3/2022

4:35.46PM

New Value

TOTAL NEW VALUE MARKET:	\$8,664,310
TOTAL NEW VALUE TAXABLE:	\$5,819,981

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	1	2020 Market Value	\$0
EX366	HOUSE BILL 366	2	2020 Market Value	\$610
ABSOLUTE EXEMPTIONS VALUE LOSS				\$610

Exemption	Description	Count	Exemption Amount
DV1	Disabled Veterans 10% - 29%	1	\$12,000
DV2	Disabled Veterans 30% - 49%	1	\$12,000
DV4	Disabled Veterans 70% - 100%	2	\$21,414
DVHS	Disabled Veteran Homestead	2	\$280,117
HS	HOMESTEAD	17	\$198,216
OV65	OVER 65	46	\$430,347
PARTIAL EXEMPTIONS VALUE LOSS		69	\$954,094
NEW EXEMPTIONS VALUE LOSS			\$954,704

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$954,704

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,203	\$125,691	\$15,226	\$110,465
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,202	\$125,672	\$15,225	\$110,447

2021 CERTIFIED TOTALSC04 - CITY OF PORT LAVACA
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
27	\$3,398,140.00	\$2,662,603

2022 PRELIMINARY TOTALS

C04 - CITY OF PORT LAVACA

Not Under ARB Review Totals

Property Count: 6,298

5/3/2022

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Land		Value			
Homesite:		49,772,605			
Non Homesite:		74,915,655			
Ag Market:		14,169,230			
Timber Market:		0	Total Land	(+)	138,857,490
Improvement		Value			
Homesite:		332,562,042			
Non Homesite:		251,513,006	Total Improvements	(+)	584,075,048
Non Real		Count	Value		
Personal Property:	732		102,071,210		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					825,003,748
Ag	Non Exempt	Exempt			
Total Productivity Market:	13,729,780	439,450			
Ag Use:	786,724	24,210	Productivity Loss	(-)	12,943,056
Timber Use:	0	0	Appraised Value	=	812,060,692
Productivity Loss:	12,943,056	415,240			
			Homestead Cap	(-)	6,762,435
			Assessed Value	=	805,298,257
			Total Exemptions Amount (Breakdown on Next Page)	(-)	142,050,709
			Net Taxable	=	663,247,548

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	4,073,116	3,603,129	23,464.02	24,317.66	49		
DPS	21,655	10,437	82.91	203.16	1		
OV65	109,915,211	87,073,410	519,235.35	530,727.48	879		
Total	114,009,982	90,686,976	542,782.28	555,248.30	929	Freeze Taxable	(-)
Tax Rate	0.7944000						90,686,976
						Freeze Adjusted Taxable	=
							572,560,572

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
5,091,203.46 = 572,560,572 * (0.7944000 / 100) + 542,782.28

Certified Estimate of Market Value: 825,003,748
Certified Estimate of Taxable Value: 663,247,548

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2022 PRELIMINARY TOTALS

Property Count: 6,298

C04 - CITY OF PORT LAVACA
Not Under ARB Review Totals

5/3/2022

4:34:30PM

Exemption Breakdown

Exemption	Count	Local	State	Total
CH	3	170,940	0	170,940
DP	52	0	0	0
DPS	1	0	0	0
DV1	24	0	232,000	232,000
DV1S	1	0	5,000	5,000
DV2	11	0	90,000	90,000
DV3	14	0	158,000	158,000
DV4	29	0	168,000	168,000
DV4S	5	0	60,000	60,000
DVHS	30	0	4,648,118	4,648,118
DVHSS	1	0	280,806	280,806
EX-XA	21	0	3,322,740	3,322,740
EX-XD	1	0	15,960	15,960
EX-XG	3	0	437,810	437,810
EX-XI	1	0	1,304,990	1,304,990
EX-XN	6	0	682,170	682,170
EX-XU	15	0	552,810	552,810
EX-XV	225	0	90,780,750	90,780,750
EX366	98	0	105,090	105,090
FR	1	0	0	0
HS	2,195	29,015,299	0	29,015,299
LIH	1	0	934,985	934,985
OV65	889	8,425,779	0	8,425,779
OV65S	51	500,000	0	500,000
PC	2	159,462	0	159,462
Totals		38,271,480	103,779,229	142,050,709

2022 PRELIMINARY TOTALS

Property Count: 25

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022

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Land		Value			
Homesite:		343,820			
Non Homesite:		187,500			
Ag Market:		0			
Timber Market:		0	Total Land	(+)	531,320
Improvement		Value			
Homesite:		2,834,770			
Non Homesite:		27,770	Total Improvements	(+)	2,862,540
Non Real		Count	Value		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					3,393,860
Ag		Non Exempt	Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	0		0		3,393,860
				Homestead Cap	(-)
				Assessed Value	=
					49,039
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	270,596
				Net Taxable	=
					3,074,225

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
OV65	256,748	198,617	1,187.64	1,187.64	2		
Total	256,748	198,617	1,187.64	1,187.64	2	Freeze Taxable	(-)
Tax Rate	0.7944000						198,617
						Freeze Adjusted Taxable	=
							2,875,608

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 24,031.47 = 2,875,608 * (0.7944000 / 100) + 1,187.64

Certified Estimate of Market Value:	2,785,050
Certified Estimate of Taxable Value:	2,676,255
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2022 PRELIMINARY TOTALS

Property Count: 25

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022

4:34:30PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV1	2	0	17,000	17,000
HS	14	223,596	0	223,596
OV65	3	30,000	0	30,000
Totals		253,596	17,000	270,596

2022 PRELIMINARY TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA

Grand Totals

5/3/2022

4:34:29PM

Land		Value			
Homesite:		50,116,425			
Non Homesite:		75,103,155			
Ag Market		14,169,230			
Timber Market:		0	Total Land	(+)	139,388,810
Improvement		Value			
Homesite:		335,396,812			
Non Homesite:		251,540,776	Total Improvements	(+)	586,937,588
Non Real		Count	Value		
Personal Property:	732		102,071,210		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	102,071,210
					828,397,608
Ag	Non Exempt	Exempt			
Total Productivity Market:	13,729,780	439,450			
Ag Use:	786,724	24,210	Productivity Loss	(-)	12,943,056
Timber Use:	0	0	Appraised Value	=	815,454,552
Productivity Loss:	12,943,056	415,240	Homestead Cap	(-)	6,811,474
			Assessed Value	=	808,643,078
			Total Exemptions Amount (Breakdown on Next Page)	(-)	142,321,305
			Net Taxable	=	666,321,773

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	4,073,116	3,603,129	23,464.02	24,317.66	49		
DPS	21,655	10,437	82.91	203.16	1		
OV65	110,171,959	87,272,027	520,422.99	531,915.12	881		
Total	114,266,730	90,885,593	543,969.92	556,435.94	931	Freeze Taxable	(-) 90,885,593
Tax Rate	0.7944000						
						Freeze Adjusted Taxable	= 575,436,180

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
5,115,234.93 = 575,436,180 * (0.7944000 / 100) + 543,969.92

Certified Estimate of Market Value: 827,788,798
Certified Estimate of Taxable Value: 665,923,803

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2022 PRELIMINARY TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA

Grand Totals

5/3/2022

4:34:30PM

Exemption Breakdown

Exemption	Count	Local	State	Total
CH	3	170,940	0	170,940
DP	52	0	0	0
DPS	1	0	0	0
DV1	26	0	249,000	249,000
DV1S	1	0	5,000	5,000
DV2	11	0	90,000	90,000
DV3	14	0	158,000	158,000
DV4	29	0	168,000	168,000
DV4S	5	0	60,000	60,000
DVHS	30	0	4,648,118	4,648,118
DVHSS	1	0	280,806	280,806
EX-XA	21	0	3,322,740	3,322,740
EX-XD	1	0	15,960	15,960
EX-XG	3	0	437,810	437,810
EX-XI	1	0	1,304,990	1,304,990
EX-XN	6	0	682,170	682,170
EX-XU	15	0	552,810	552,810
EX-XV	225	0	90,780,750	90,780,750
EX366	98	0	105,090	105,090
FR	1	0	0	0
HS	2,209	29,238,895	0	29,238,895
LIH	1	0	934,985	934,985
OV65	892	8,455,779	0	8,455,779
OV65S	51	500,000	0	500,000
PC	2	159,462	0	159,462
Totals		38,525,076	103,796,229	142,321,305

2022 PRELIMINARY TOTALS

Property Count: 6,298

C04 - CITY OF PORT LAVACA
Not Under ARB Review Totals

5/3/2022 4:34:30PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3,689	925.9895	\$2,975,890	\$397,971,085	\$348,213,463
B	MULTIFAMILY RESIDENCE	138	36.0045	\$923,840	\$31,705,045	\$31,702,265
C1	VACANT LOTS AND LAND TRACTS	628	595.7263	\$0	\$20,665,035	\$20,643,035
D1	QUALIFIED OPEN-SPACE LAND	64	2,388.7289	\$0	\$13,729,780	\$786,234
D2	IMPROVEMENTS ON QUALIFIED OP	2		\$0	\$44,460	\$44,460
E	RURAL LAND, NON QUALIFIED OPE	17	193.2794	\$0	\$1,744,502	\$1,723,236
F1	COMMERCIAL REAL PROPERTY	501	467.4664	\$1,232,070	\$151,305,536	\$151,085,547
F2	INDUSTRIAL AND MANUFACTURIN	4	4.1980	\$0	\$3,661,610	\$3,661,610
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,200,090	\$1,200,090
J3	ELECTRIC COMPANY (INCLUDING C	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDI	2	0.2865	\$0	\$1,153,560	\$1,153,560
J5	RAILROAD	4	1.6565	\$0	\$1,623,260	\$1,623,260
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,578,590	\$1,578,590
L1	COMMERCIAL PERSONAL PROPE	586		\$0	\$71,146,950	\$71,077,488
L2	INDUSTRIAL AND MANUFACTURIN	21		\$0	\$4,241,420	\$4,241,420
M1	TANGIBLE OTHER PERSONAL, MOB	304		\$51,200	\$3,250,820	\$2,839,530
O	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	13		\$0	\$12,918,540	\$12,918,540
X	TOTALLY EXEMPT PROPERTY	374	883.9693	\$38,480	\$98,308,245	\$0
Totals			5,525.2435	\$5,221,480	\$825,003,748	\$663,247,548

2022 PRELIMINARY TOTALS

Property Count: 25

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022 4:34:30PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	20	5.0052	\$3,930	\$3,090,480	\$2,770,845
B	MULTIFAMILY RESIDENCE	1		\$0	\$114,180	\$114,180
C1	VACANT LOTS AND LAND TRACTS	4	4.0572	\$0	\$179,500	\$179,500
F1	COMMERCIAL REAL PROPERTY	1	0.2296	\$0	\$8,000	\$8,000
M1	TANGIBLE OTHER PERSONAL, MOB	1		\$0	\$1,700	\$1,700
Totals			9.2920	\$3,930	\$3,393,860	\$3,074,225

2022 PRELIMINARY TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA
Grand Totals

5/3/2022 4:34:30PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3,709	930.9947	\$2,979,820	\$401,061,565	\$350,984,308
B	MULTIFAMILY RESIDENCE	139	36.0045	\$923,840	\$31,819,225	\$31,816,445
C1	VACANT LOTS AND LAND TRACTS	632	599.7835	\$0	\$20,844,535	\$20,822,535
D1	QUALIFIED OPEN-SPACE LAND	64	2,388.7289	\$0	\$13,729,780	\$786,234
D2	IMPROVEMENTS ON QUALIFIED OP	2		\$0	\$44,460	\$44,460
E	RURAL LAND, NON QUALIFIED OPE	17	193.2794	\$0	\$1,744,502	\$1,723,236
F1	COMMERCIAL REAL PROPERTY	502	467.6960	\$1,232,070	\$151,313,536	\$151,093,547
F2	INDUSTRIAL AND MANUFACTURIN	4	4.1980	\$0	\$3,661,610	\$3,661,610
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,200,090	\$1,200,090
J3	ELECTRIC COMPANY (INCLUDING C	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDI	2	0.2865	\$0	\$1,153,560	\$1,153,560
J5	RAILROAD	4	1.6565	\$0	\$1,623,260	\$1,623,260
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,578,590	\$1,578,590
L1	COMMERCIAL PERSONAL PROPE	586		\$0	\$71,146,950	\$71,077,488
L2	INDUSTRIAL AND MANUFACTURIN	21		\$0	\$4,241,420	\$4,241,420
M1	TANGIBLE OTHER PERSONAL, MOB	305		\$51,200	\$3,252,520	\$2,841,230
O	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	13		\$0	\$12,918,540	\$12,918,540
X	TOTALLY EXEMPT PROPERTY	374	883.9693	\$38,480	\$98,308,245	\$0
Totals			5,534.5355	\$5,225,410	\$828,397,608	\$666,321,773

2022 PRELIMINARY TOTALS

Property Count: 6,298

C04 - CITY OF PORT LAVACA
Not Under ARB Review Totals

5/3/2022 4:34:30PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	3,179	838.0234	\$2,734,200	\$388,435,866	\$339,747,000
A2	MOBILE HOME WITH LAND	456	61.6518	\$152,510	\$7,598,129	\$6,602,022
A3	BUILDING WITH LAND	122	25.9038	\$89,180	\$1,891,440	\$1,822,325
A4	HOUSE ON LEASED LAND	2	0.3260	\$0	\$6,780	\$6,780
A7	BULKHEADS	3	0.0845	\$0	\$38,870	\$35,336
B		1		\$0	\$934,985	\$934,985
B1	MULTIFAMILY RESIDENCE	51	17.4431	\$311,210	\$20,330,560	\$20,330,560
B2	DUPLEX RESIDENCE	62	13.5336	\$612,630	\$6,852,740	\$6,849,960
B3	TRIPLEX RESIDENCE	6	1.0664	\$0	\$377,640	\$377,640
B4	QUADPLEX RESIDENCE	26	3.9614	\$0	\$3,209,120	\$3,209,120
C1	VACANT LOTS & TRACTS	628	595.7263	\$0	\$20,665,035	\$20,643,035
D1	QUALIFIED AG LAND	64	2,388.7289	\$0	\$13,729,780	\$786,234
D2	FARM AND RANCH IMP	2		\$0	\$44,460	\$44,460
E1	FARM & RANCH SINGLE FAMILY	5	0.9999	\$0	\$209,492	\$188,226
E4	VACANT RURAL LAND	12	192.2795	\$0	\$1,535,010	\$1,535,010
F1	COMMERCIAL REAL PROPERTY	501	467.4664	\$1,232,070	\$151,305,536	\$151,085,547
F2	INDUSTRIAL REAL PROPERTY	3	4.1980	\$0	\$661,610	\$661,610
F2A	REAL - INDUSTRIAL IMPS ON LEASE	1		\$0	\$3,000,000	\$3,000,000
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,200,090	\$1,200,090
J3	ELECTRIC COMPANY (INCLUDING CC	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDING I	2	0.2865	\$0	\$1,153,560	\$1,153,560
J5	RAILROAD	4	1.6565	\$0	\$1,623,260	\$1,623,260
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,578,590	\$1,578,590
L1	COMMERICAL PERSONAL PROPERTY	586		\$0	\$71,146,950	\$71,077,488
L2	INDUSTRIAL PERSONAL PROPERTY	2		\$0	\$142,700	\$142,700
L2C	INDUSTRIAL - INVENTORY & MATERI	1		\$0	\$1,052,300	\$1,052,300
L2G	INDUSTRIAL - MACHINERY & EQUIPM	2		\$0	\$1,479,300	\$1,479,300
L2M	INDUSTRIAL - VEHICLES, TO 1 TON	1		\$0	\$17,970	\$17,970
L2P	INDUSTRIAL - RADIO TOWERS	8		\$0	\$554,160	\$554,160
L2Q	INDUSTRIAL - RADIO TOWER EQUIP	7		\$0	\$994,990	\$994,990
M1	MOBILE HOMES/TANGIBLE OTHER P	304		\$51,200	\$3,250,820	\$2,839,530
O1	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	13		\$0	\$12,918,540	\$12,918,540
X	TOTALLY EXEMPTED PROPERTY	374	883.9693	\$38,480	\$98,308,245	\$0
Totals			5,525.2435	\$5,221,480	\$825,003,748	\$663,247,548

2022 PRELIMINARY TOTALS

Property Count: 25

C04 - CITY OF PORT LAVACA
Under ARB Review Totals

5/3/2022 4:34:30PM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	19	5.0052	\$3,930	\$3,086,200	\$2,766,565
A2	MOBILE HOME WITH LAND	1		\$0	\$4,280	\$4,280
B1	MULTIFAMILY RESIDENCE	1		\$0	\$114,180	\$114,180
C1	VACANT LOTS & TRACTS	4	4.0572	\$0	\$179,500	\$179,500
F1	COMMERCIAL REAL PROPERTY	1	0.2296	\$0	\$8,000	\$8,000
M1	MOBILE HOMES/TANGIBLE OTHER P	1		\$0	\$1,700	\$1,700
Totals			9.2920	\$3,930	\$3,393,860	\$3,074,225

2022 PRELIMINARY TOTALS

C04 - CITY OF PORT LAVACA

Property Count: 6,323

Grand Totals

5/3/2022

4:34:30PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	3,198	843.0286	\$2,738,130	\$391,522,066	\$342,513,565
A2	MOBILE HOME WITH LAND	457	61.6518	\$152,510	\$7,602,409	\$6,606,302
A3	BUILDING WITH LAND	122	25.9038	\$89,180	\$1,891,440	\$1,822,325
A4	HOUSE ON LEASED LAND	2	0.3260	\$0	\$6,780	\$6,780
A7	BULKHEADS	3	0.0845	\$0	\$38,870	\$35,336
B		1		\$0	\$934,985	\$934,985
B1	MULTIFAMILY RESIDENCE	52	17.4431	\$311,210	\$20,444,740	\$20,444,740
B2	DUPLEX RESIDENCE	62	13.5336	\$612,630	\$6,852,740	\$6,849,960
B3	TRIPLEX RESIDENCE	6	1.0664	\$0	\$377,640	\$377,640
B4	QUADPLEX RESIDENCE	26	3.9614	\$0	\$3,209,120	\$3,209,120
C1	VACANT LOTS & TRACTS	632	599.7835	\$0	\$20,844,535	\$20,822,535
D1	QUALIFIED AG LAND	64	2,388.7289	\$0	\$13,729,780	\$786,234
D2	FARM AND RANCH IMP	2		\$0	\$44,460	\$44,460
E1	FARM & RANCH SINGLE FAMILY	5	0.9999	\$0	\$209,492	\$188,226
E4	VACANT RURAL LAND	12	192.2795	\$0	\$1,535,010	\$1,535,010
F1	COMMERCIAL REAL PROPERTY	502	467.6960	\$1,232,070	\$151,313,536	\$151,093,547
F2	INDUSTRIAL REAL PROPERTY	3	4.1980	\$0	\$661,610	\$661,610
F2A	REAL - INDUSTRIAL IMPS ON LEASE	1		\$0	\$3,000,000	\$3,000,000
J2	GAS DISTRIBUTION SYSTEM	4	0.1921	\$0	\$1,200,090	\$1,200,090
J3	ELECTRIC COMPANY (INCLUDING CC	2	1.5000	\$0	\$7,999,830	\$7,999,830
J4	TELEPHONE COMPANY (INCLUDING I	2	0.2865	\$0	\$1,153,560	\$1,153,560
J5	RAILROAD	4	1.6565	\$0	\$1,623,260	\$1,623,260
J7	CABLE TELEVISION COMPANY	3	0.1488	\$0	\$1,578,590	\$1,578,590
L1	COMMERICAL PERSONAL PROPERT	586		\$0	\$71,146,950	\$71,077,488
L2	INDUSTRIAL PERSONAL PROPERTY	2		\$0	\$142,700	\$142,700
L2C	INDUSTRIAL - INVENTORY & MATERI	1		\$0	\$1,052,300	\$1,052,300
L2G	INDUSTRIAL - MACHINERY & EQUIPM	2		\$0	\$1,479,300	\$1,479,300
L2M	INDUSTRIAL - VEHICLES, TO 1 TON	1		\$0	\$17,970	\$17,970
L2P	INDUSTRIAL - RADIO TOWERS	8		\$0	\$554,160	\$554,160
L2Q	INDUSTRIAL - RADIO TOWER EQUIP	7		\$0	\$994,990	\$994,990
M1	MOBILE HOMES/TANGIBLE OTHER P	305		\$51,200	\$3,252,520	\$2,841,230
O1	RESIDENTIAL INVENTORY	31	26.0973	\$0	\$755,390	\$755,390
S	SPECIAL INVENTORY TAX	13		\$0	\$12,918,540	\$12,918,540
X	TOTALLY EXEMPTED PROPERTY	374	883.9693	\$38,480	\$98,308,245	\$0
Totals			5,534.5355	\$5,225,410	\$828,397,608	\$666,321,773

2022 PRELIMINARY TOTALS

Property Count: 6,323

C04 - CITY OF PORT LAVACA
Effective Rate Assumption

5/3/2022

4:34:30PM

New Value

TOTAL NEW VALUE MARKET:	\$5,225,410
TOTAL NEW VALUE TAXABLE:	\$5,088,739

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	4	2021 Market Value	\$50,000
EX366	HOUSE BILL 366	71	2021 Market Value	\$106,570
ABSOLUTE EXEMPTIONS VALUE LOSS				\$156,570

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	3	\$0
DV1	Disabled Veterans 10% - 29%	2	\$10,000
DV2	Disabled Veterans 30% - 49%	1	\$12,000
DV4	Disabled Veterans 70% - 100%	1	\$0
DVHS	Disabled Veteran Homestead	3	\$385,590
HS	HOMESTEAD	7	\$128,540
OV65	OVER 65	57	\$550,000
		74	\$1,086,130
PARTIAL EXEMPTIONS VALUE LOSS			\$1,086,130
NEW EXEMPTIONS VALUE LOSS			\$1,242,700

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$1,242,700

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,147	\$136,148	\$16,654	\$119,494
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,146	\$136,133	\$16,654	\$119,479

2022 PRELIMINARY TOTALS

C04 - CITY OF PORT LAVACA

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
25	\$3,393,860.00	\$2,676,255

COMMUNICATION

SUBJECT: Receive report on 2022 upcoming events in Port Lavaca. Presenter is Tania French

INFORMATION:

COMMUNICATION

SUBJECT: Consider the use of the Bayfront Peninsula Park for the annual Hard Head Derby on Friday, August 05, 2022 and Saturday, August 06, 2022 and waiver of any fees associated with this event. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING: MAY 09, 2022

DATE: 5/4/2022

TO: MAYOR AND COUNCIL

FROM: TANIA FRENCH

SUBJECT: HARDHEAD DERBY EVENT

The annual Hardhead Derby will be back in full swing this year. We are requesting use of the Bayfront Peninsula Park for the annual Hardhead Derby on Friday, August 05, 2022 and Saturday, August 06, 2022 and waiver of any fees associated with this event.

TAKE A KID FISHING..

Section VIII. Item #5.

DAVID HEARD MEMORIAL 20th ANNUAL HARDHEAD DERBY FISHING TOURNAMENT Saturday, Aug. 6, 2022

TIME: 8 a.m. - 10:30 a.m.
(Fishing time)
Registration starts at 7 a.m.
Registration Ends at 9 a.m.

PLACE: Bayfront Peninsula Park

The tournament is free of charge
and open to kids ages 3-15.

Bait will be furnished. Those fishing
need only to bring their fishing gear
and lawn chairs.

Fishing Division: 1st through 3rd
places in 4 different age groups.

Crabbing Division: 1st-2nd place
prizes for 1 age group.

Participants must register at the
tournament.

For more information please contact
any one below after 4 p.m.

Tania @ 361-920-9788
Shirley @ 361-212-1767
Calvin @ 361-935-0087
James @ 361-935-5908

Donations are greatly appreciated!
Checks should be made payable to
the "Hardhead Derby"



COMMUNICATION

SUBJECT: Consider request of Calhoun County Citizens in Action (CCIA) for use of George Adams Park on June 17, 18, and 19, 2022 (Friday through Sunday) for the Annual Juneteenth Celebration, Waiver of Fees associated with the event; with the exception of the Alcohol in Park Fee. Presenter is Jody Weaver

INFORMATION:

COUNCIL MEETING: MAY 9, 2022

DATE: 5.03.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: USE OF GEORGE ADAMS PARK FOR JUNETEENTH CELEBRATION

Paulette Clay, Chairperson of the Calhoun Citizens in Action, has requested on behalf of the CCIA the use of George Adams Park for the 2022 Juneteenth Celebration to be held on June 17, 18, and 19 (Friday, Saturday and Sunday). Also requested are other items which are typically provided by the City for this event in the past, including extra picnic tables, port-o-potties, and a dumpster.

CCIA is also requesting the waiver of applicable fees in connection with this event with the exception of the \$50 permit for Alcohol in the Park, which is not eligible for a waiver or exception.

In addition, staff is recommending closure of the following streets during the 3-day event:

- S. San Antonio St. from Center Street to Martin Luther King Drive
- Martin Luther King Drive from S. San Antonio St. to S. Benavides St.
- S. Benavides St. from Martin Luther King Drive to Center St.

Staff Recommendation:

Approval of use of George Adams Park on June 17, 18, and 19, 2022; waive all fees except the \$50 Alcohol in the Park Fee and close the above listed streets for the duration of the 3-day event.

COMMUNICATION

SUBJECT: Consider authorizing Hotel Occupancy Tax (HOT) Funding for Entertainment and Security for the 2022 Juneteenth Event sponsored by the Calhoun County Citizens In Action Committee (CCIA). Presenter is Jody Weaver

INFORMATION:

COUNCIL MEETING: MAY 9, 2022

DATE: 5.03.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER AUTHORIZING HOTEL OCCUPANCY TAX FUNDS FOR ENTERTAINMENT AND SECURITY EXPENSES FOR JUNETEENTH EVENT

The Calhoun Citizens in Action (CCIA), has requested authorization from Council to utilize Hotel Occupancy Tax Funds to support the Entertainment and Security expenses of the 2022 Juneteenth Celebration.

Council budgeted \$2,500 in "Special Events-Other" in the Hotel Occupancy Tax Fund of the current budget year for the Juneteenth Celebration.

Tania French, the City Events Coordinator will work with the CCIA and payment of expenses for Entertainment and Security, in an amount not to exceed \$2,500.00, will be paid to applicable service providers directly.

Staff Recommendation:

Authorize the expenditure of budgeted Hotel Motel Tax Funds, in an amount not to exceed \$2,500.00, to help fund Entertainment and Security expenses for the Juneteenth Celebration on June 17, 18, and 19, 2022.

JUNETEENTH CELEBRATION 2022 SPONSORSHIP & RECOGNITION

DATE OF EVENT:

JUNE 17TH, 18TH & 19TH

LOCATION:

GEORGE ADAMS PARK PORT LAVACA

ORGANIZATION:

COMMUNITY IN ACTION

PURPOSE:

Purpose of the organization is to promote tourism in Calhoun County to directly benefit the local businesses due to visitors and families that come to Port Lavaca to celebrate this weekend together. Hotels, restaurants & convenience stores would benefit due to the supplies ice, beverages, food and other supplies needed to accommodate visitors and families.

Events

Live Music, DJ, Kid Games, ADULT Board Games, Food and more etc....

DONATION:

Amount requested is \$1000.00 or donated services such as: Bouncy House for the Kids, maybe a water sprinkler for the kids. The FUNDS will be used for advertising, live entertainment and food to serve in the park to everyone until it's all gone.

POST EVENT

SPONSORS that donate funds or services to this cause will be given a post breakdown within 2 weeks of the event.

SPONSORS shall also be mentioned for their donation to make the public aware of their sacrifice in helping to make this JUNETEENTH CELEBRATION 2022 a success for all that will attend and will also be able to enjoy a meal on those days.

ATTENDANCE EXPECTED: 1500
Paulette Clay

THIS FORM IS NOT VALID UNLESS SIGNED BY PERSONS INDICATED BELOW:

PAULETTE CLAY – 330 – 883 – 4602 DATE _____ SIGNATURE _____
ROSE BLAND – 361 -920 – 7167 DATE _____ SIGNATURE _____

Unauthorized use of this form other than the intended purpose is FRAUD and may lead to criminal prosecution.

COMMUNICATION

SUBJECT: Receive presentation of annual Police Department Activity Report for 2020-2021. Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant

From: Chief Colin Rangnow

Date: April 22, 2022

Subject: Agenda Item

Present to the Port Lavaca City Council the Port Lavaca Police Department annual report for 2020-2021.
To be presented at the May 09, 2022 City of Port Lavaca Council Meeting.

Chief Colin Rangnow

Port Lavaca Police Department



ANNUAL REPORT 2020-2021

Port Lavaca Police Department

Chief Colin Rangnow
crangnow@portlavaca.org

(361) 552-3788
201 N Colorado
Port Lavaca, Texas



Mission:

The mission of the Port Lavaca Police Department is to provide for the protection of lives and property, preserve the public peace, and provide needed community services with the highest level of professionalism and ethical standards effectively and efficiently.

Core Values:

Integrity: The Port Lavaca Police Department is built upon a foundation of ethical and professional conduct. We are committed to the highest level of moral principles and ethics. All members of the department will adhere to the Law Enforcement Code of Ethics.

Honesty: We will be always truthful and trustworthy.

Fairness: We are committed to equal application of the law to offenders and members of the public as well as the equal application of rules and regulations to all members of the department.

Courage: We are dedicated to meeting all challenges with the courage needed to accomplish our mission.

Compassion: We understand our role as community caretakers and temper our application of the law with compassion and empathy.

Port Lavaca Police Department Objectives:

- Protect and serve the community
- Pursue justice for all individuals
- Maintain public order
- Manage public safety



Port Lavaca Police Department Business Goals

Accomplishments 2020-2021 Business Plans (Objectives)

1. Start building security project (Council approved additional funding on March 28, 2022)
2. Team approach to narcotics enforcement
3. Lay the foundation for an area training hub
4. Mental Health Officer Position (Approved on October 1, 2021)
5. Utilize grant funding (Communications Project Phase 1 – Installed 02/2022)
6. Issued rifles to each officer
7. Less lethal shotguns issued in all units
8. Issued cell phones to all officers (Part of paperless initiative)
9. Quarterly firearms training
10. Lease program for police department fleet (City effort)

Port Lavaca Police Department Five Year Plan

1. Centralized/combined dispatch center (County wide effort)
2. Training facility with firearms range
3. Mental Health response team (County wide effort)
4. Civilian Academy
5. Youth Program
6. Paperless submission of cases (County wide effort)
7. Law enforcement conferences at the Bauer Center
8. Emergency response team capable of assisting industry
9. District meetings (quarterly)
10. Additional personnel



Port Lavaca Police Department Performance Measures

Performance Measures 10/1/2019 – 9/30/2020 (Actual)

- Number of community programs/events attended – 79
- Number of training hours – 2,632
- Total number of called for service – 19,999
- Number of officer-initiated calls – 12,824
- Number of traffic citations – 1,076
- Number of warnings – 3,525
- Number of motor vehicle accidents worked by patrol – 206
- Average response time to calls in minutes – 3:26
- Number of cases assigned to CID - 225
- Number of cases cleared by arrest – 380



Performance Measures 10/1/2020 - 9/30/2021 (Actual)

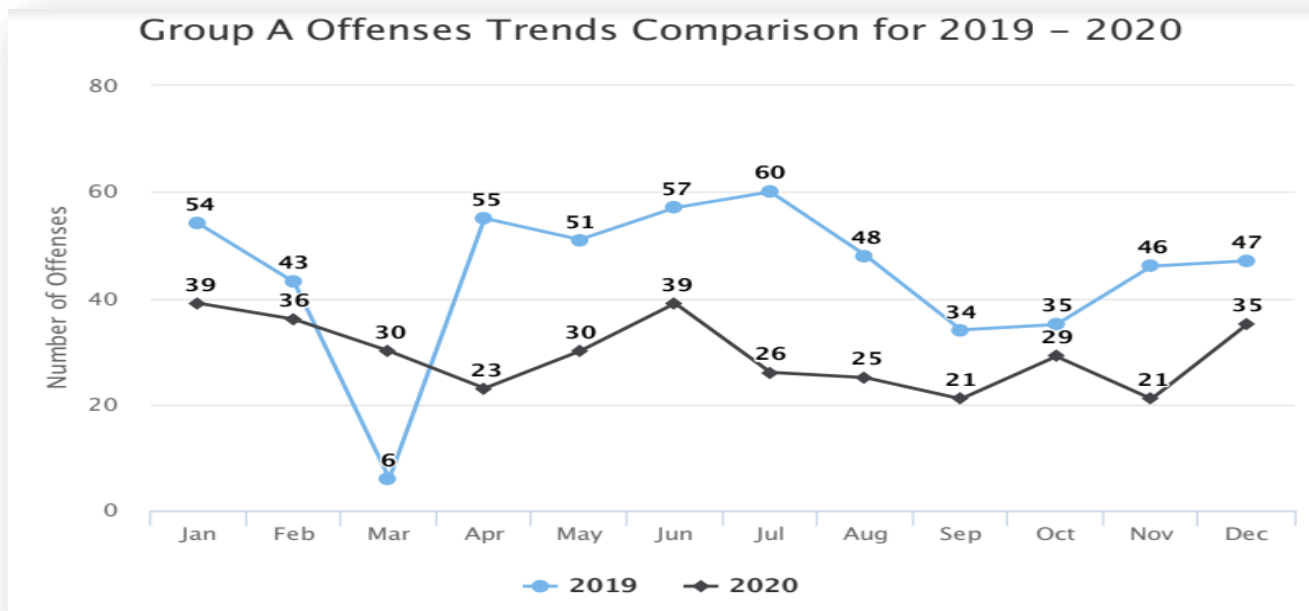
- Number of community programs/events attended - 75
- Number of training hours– 3093
- Total number of called for service – 18,221
- Number of officer-initiated calls – 11,327
- Number of traffic citations – 904
- Number of warnings – 3,118
- Number of motor vehicle accidents worked by patrol – 236
- Average response time to calls in minutes – 3:14
- Number of cases assigned to CID- 116
- Number of cases cleared by arrest – 312

Type A Offenses

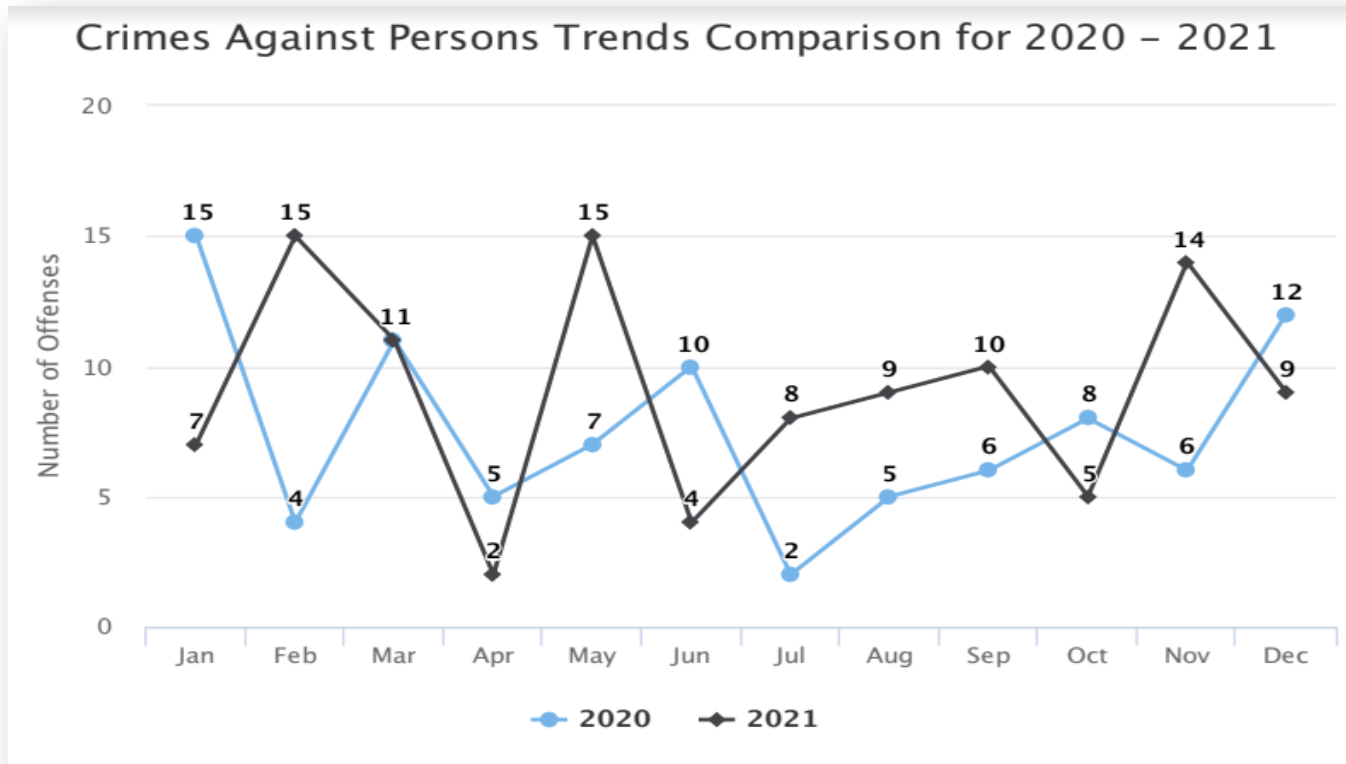


Offenses reported and investigated by the Port Lavaca Police Department. Reported incidents are sent to the Texas Department of Public Safety. Type A offenses are broken into three categories: Crimes against Persons, crimes against Property and crimes against Society.

Group A Offenses Trends Comparison (Combined)



Group A Offenses Trends Comparison (Persons)



Assault

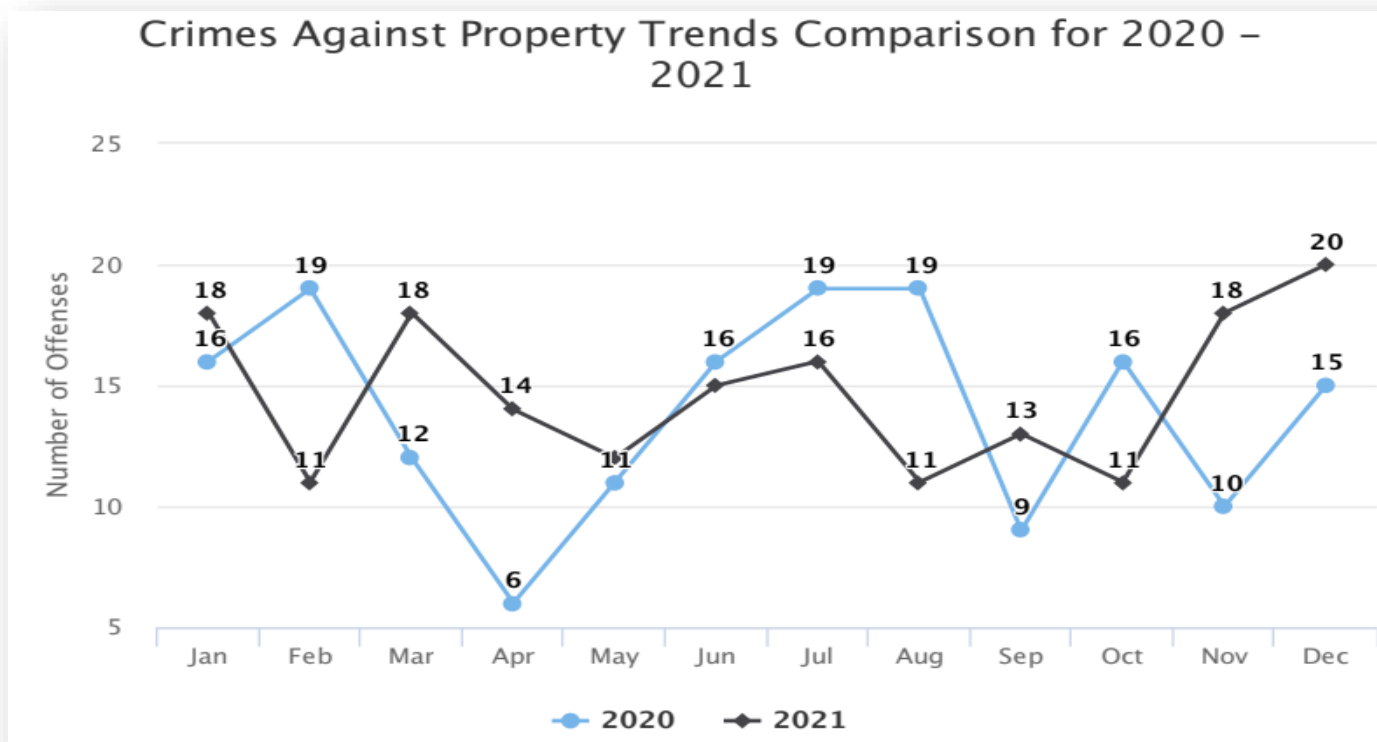
Homicide

Kidnapping/Abduction

Sex Offenses

Note: 29.17% increase Assaults

Group A Offenses Trends Comparison (Property)



Arson

Bribery

Burglary

Counterfeiting/Forgery

Criminal Mischief

Embezzlement

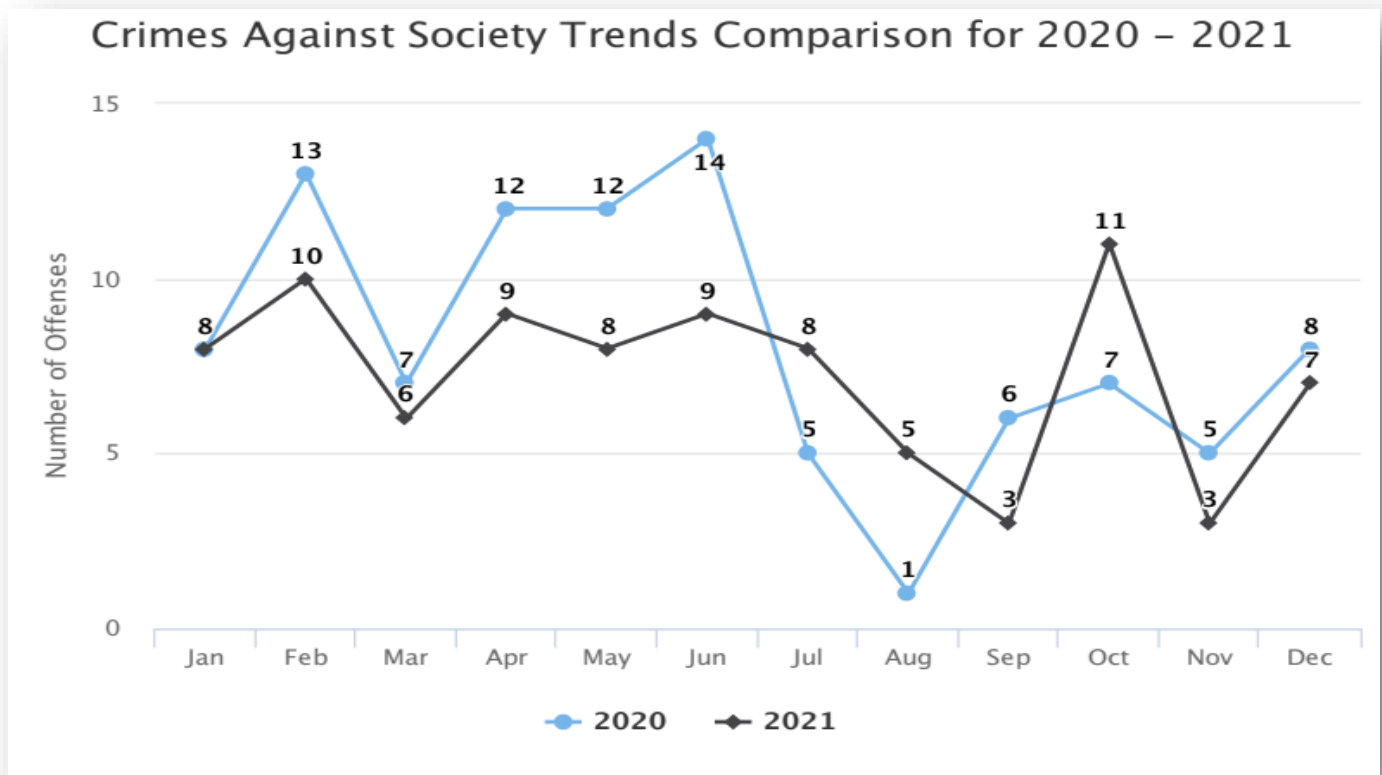
Extortion

Theft

Robbery

Note: 17.69% decrease Burglarys, 233.33% increase Counterfeits, 15.15% increase Ciminal Mischief, 7.14% decrease Fraud, 13.33% increase Theft, 28.57% decrease Motor Vehicle Thefts

Group A Offenses Trends Comparison (Society)



Animal Cruelty

Drug Offenses

Gambling

Pornography

Prostitution

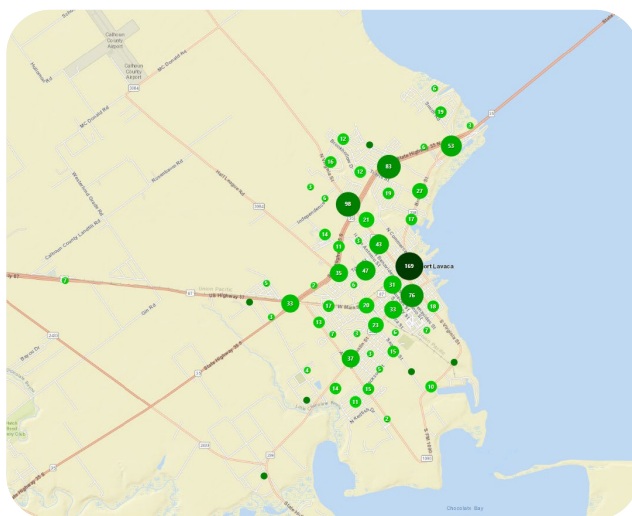
Note: 16.67% decrease Drug Offenses, 25.00% decrease Weapons Violations

Group A Offenses Trends Comparison (Offenses)

Offense Description		Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD	% Change
Crimes Against Person	Assault Offenses	Last Year	7	3	5	3	4	5	1	3	4	4	4	5	48	-
		This Year	5	12	4	1	8	2	5	4	5	3	8	5	62	29.17%
	Homicide Offenses	Last Year	1	0	0	0	0	0	0	0	0	0	0	0	1	-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Human Trafficking	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Kidnapping/Abduction	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Sex Offenses	Last Year	0	1	0	0	1	0	0	1	0	2	0	0	5	-
		This Year	0	0	1	0	1	0	0	0	1	1	1	0	5	0.00%
Crimes Against Property	Sex Offenses, Non-Forcible	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Arson	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	2	0	0	0	0	0	0	0	2	-
	Bribery	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Burglary/Breaking and Entering	Last Year	3	6	2	1	2	3	2	7	2	1	3	2	34	-
		This Year	12	1	4	2	3	1	1	0	0	1	2	1	28	-17.65%
	Counterfeiting/Forgery	Last Year	0	2	0	1	0	0	0	0	0	0	0	0	3	-
		This Year	0	0	3	0	1	0	1	0	2	0	0	3	10	233.33%
Crimes Against Property	Destruction/Damage/Vandalism of Property	Last Year	1	3	2	1	4	5	3	4	2	3	3	2	33	-
		This Year	0	1	3	1	4	3	5	3	6	5	4	3	38	15.15%
	Embezzlement	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Extortion/Blackmail	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Fraud Offenses	Last Year	1	1	0	0	0	4	3	1	0	2	0	2	14	-
		This Year	0	1	1	2	0	2	2	0	1	1	2	1	13	-7.14%
	Larceny/Theft Offenses	Last Year	9	5	5	3	4	3	5	4	4	8	3	7	60	-
		This Year	7	7	4	9	1	7	4	7	4	3	6	9	68	13.33%
Crimes Against Property	Motor Vehicle Theft	Last Year	1	1	1	0	1	0	4	2	1	1	1	1	14	-
		This Year	0	0	2	0	0	1	3	1	0	0	1	2	10	-28.57%
	Robbery	Last Year	0	0	1	0	0	0	0	1	0	0	0	0	2	-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Stolen Property Offenses	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	1	0	0	0	0	0	0	0	1	-
	Animal Cruelty	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Drug/Narcotic Offenses	Last Year	5	12	4	7	8	6	3	1	3	5	2	4	60	-
		This Year	6	6	3	5	4	5	5	3	2	7	1	3	50	-16.67%
Crimes Against Society	Gambling Offenses	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Pornography/Obscene Material	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
	Prostitution Offenses	Last Year	0	0	0	0	0	0	0	0	0	0	0	0		-
		This Year	0	0	0	0	0	0	0	0	0	0	0	0		-
Crime	Weapons Law Violations	Last Year	0	0	1	2	0	3	0	0	0	1	1	0	8	-
		This Year	1	0	0	0	1	0	0	0	0	2	1	1	6	-25.00%
	Group A Offense, Total	Last Year	28	34	21	18	24	29	21	24	16	27	17	23		
Group A Offense, Total		This Year	31	28	25	20	26	21	26	18	21	23	26	28		
% Change			10.71%	-17.65%	19.05%	11.11%	8.33%	-27.59%	23.81%	-25.00%	31.25%	-14.81%	52.94%	21.74%		

Port Lavaca Police Department Calls for Service

Reported incidents responded to and
self-initiated actions



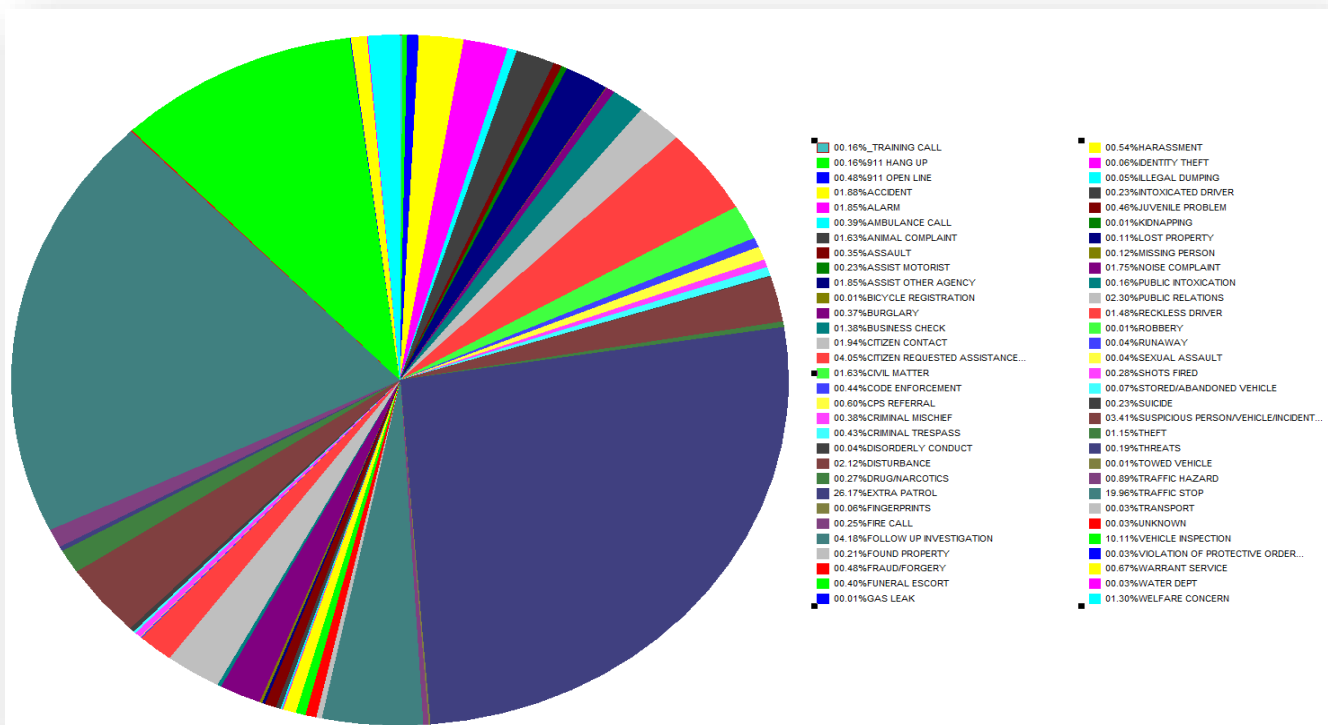
Calls for Service 10/01/2019 to 09/30/2020

Calls - By Type

10/01/2019
thru 09/30/2020
Agency is: PORT LAVACA PD

Type	Description	# Of Calls
77	_TRAINING CALL	31
36	911 HANG UP	32
81	911 OPEN LINE	95
27	ACCIDENT	375
25	ALARM	370
37	AMBULANCE CALL	78
38	ANIMAL COMPLAINT	326
1	ASSAULT	69
33	ASSIST MOTORIST	46
32	ASSIST OTHER AGENCY	369
74	BICYCLE REGISTRATION	1
3	BURGLARY	73
86	BUSINESS CHECK	275
68	CITIZEN CONTACT	387
61	CITIZEN REQUESTED ASSISTANCE	810
53	CIVIL MATTER	326
39	CODE ENFORCEMENT	88
67	CPS REFERRAL	120
59	CRIMINAL MISCHIEF	76
62	CRIMINAL TRESPASS	85
40	DISORDERLY CONDUCT	8
41	DISTURBANCE	423
42	DRUG/NARCOTICS	54
47	EXTRA PATROL	5,233
23	FINGERPRINTS	12
43	FIRE CALL	50
44	FOLLOW UP INVESTIGATION	835
45	FOUND PROPERTY	41
30	FRAUD/FORGERY	95
22	FUNERAL ESCORT	79
84	GAS LEAK	1
31	HARASSMENT	108
48	IDENTITY THEFT	12
65	ILLEGAL DUMPING	10
57	INTOXICATED DRIVER	46
28	JUVENILE PROBLEM	91
26	KIDNAPPING	2
46	LOST PROPERTY	22
55	MISSING PERSON	24
49	NOISE COMPLAINT	350
50	PUBLIC INTOXICATION	32
80	PUBLIC RELATIONS	459
21	RECKLESS DRIVER	295
29	ROBBERY	2
54	RUNAWAY	7
6	SEXUAL ASSAULT	7
73	SHOTS FIRED	56
85	STORED/ABANDONED VEHICLE	13
52	SUICIDE	45
51	SUSPICIOUS PERSON/VEHICLE/INCIDENT	681
4	THEFT	230
83	THREATS	38
76	TOWED VEHICLE	2
63	TRAFFIC HAZARD	178
11	TRAFFIC STOP	3,991
60	TRANSPORT	5
0	UNKNOWN	5
79	VEHICLE INSPECTION	2,021
64	VIOLATION OF PROTECTIVE ORDER	5
34	WARRANT SERVICE	133
82	WATER DEPT	6
24	WELFARE CONCERN	260
Total		19,999

Calls for Service 10/01/2019 to 09/30/2020 Pie Chart



Top 5 Calls for Service

1. Extra Patrol
2. Traffic Stops
3. Follow-up Investigation
4. Citizen Requested Assistance
5. Suspicious Person/Vehicle



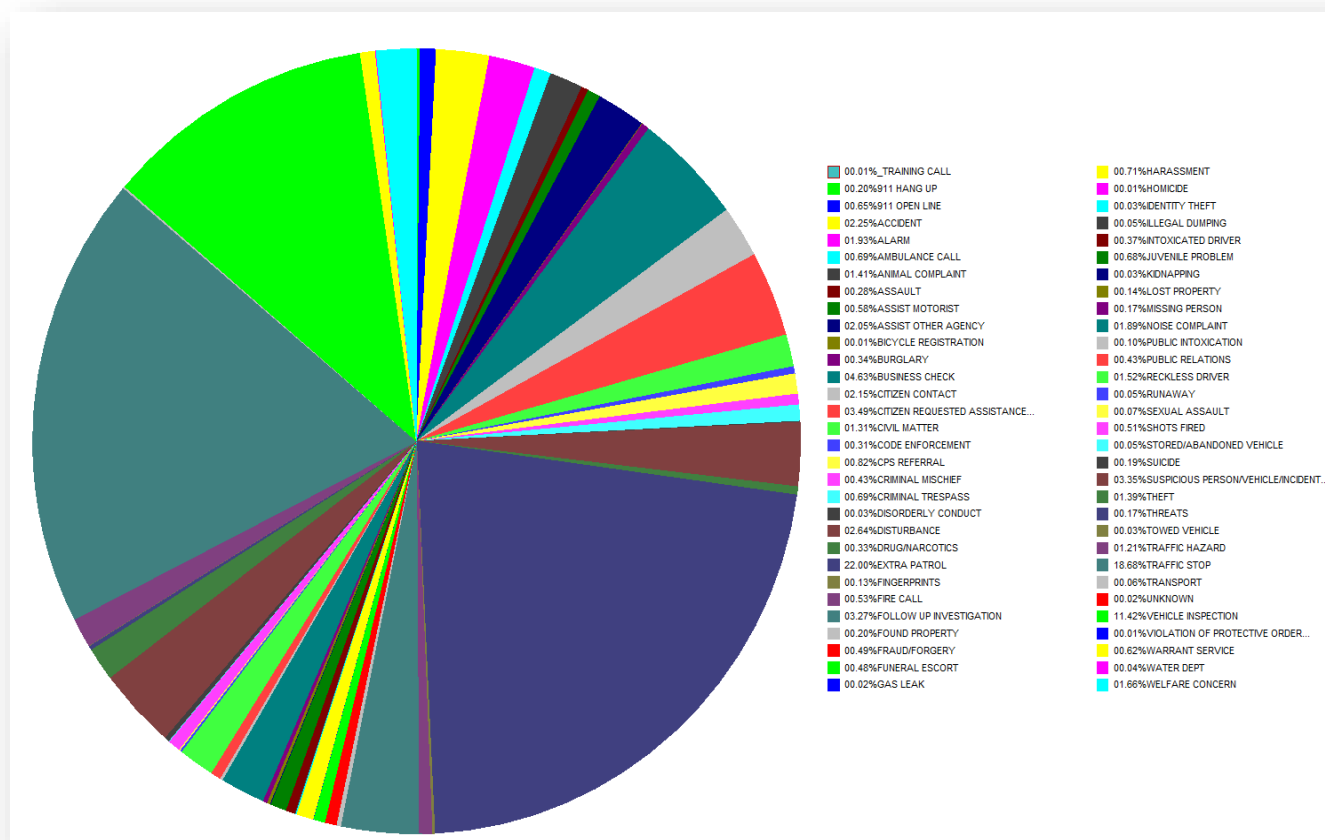
Calls for Service 10/01/2020 to 09/30/2021

Calls - By Type

10/01/2020
thru 09/30/2021
Agency is: PORT LAVACA PD

Type	Description	# Of Calls
77	_TRAINING CALL	1
36	911 HANG UP	36
81	911 OPEN LINE	118
27	ACCIDENT	409
25	ALARM	352
37	AMBULANCE CALL	125
38	ANIMAL COMPLAINT	257
1	ASSAULT	51
33	ASSIST MOTORIST	105
32	ASSIST OTHER AGENCY	374
74	BICYCLE REGISTRATION	1
3	BURGLARY	62
86	BUSINESS CHECK	843
68	CITIZEN CONTACT	392
61	CITIZEN REQUESTED ASSISTANCE	635
53	CIVIL MATTER	239
39	CODE ENFORCEMENT	57
67	CPS REFERRAL	149
59	CRIMINAL MISCHIEF	79
62	CRIMINAL TRESPASS	125
40	DISORDERLY CONDUCT	5
41	DISTURBANCE	480
42	DRUG/NARCOTICS	61
47	EXTRA PATROL	4,007
23	FINGERPRINTS	23
43	FIRE CALL	96
44	FOLLOW UP INVESTIGATION	595
45	FOUND PROPERTY	37
30	FRAUD/FORGERY	89
22	FUNERAL ESCORT	88
84	GAS LEAK	4
31	HARASSMENT	130
5	HOMICIDE	2
48	IDENTITY THEFT	6
65	ILLEGAL DUMPING	9
57	INTOXICATED DRIVER	67
28	JUVENILE PROBLEM	124
26	KIDNAPPING	5
46	LOST PROPERTY	26
55	MISSING PERSON	31
49	NOISE COMPLAINT	345
50	PUBLIC INTOXICATION	18
80	PUBLIC RELATIONS	79
21	RECKLESS DRIVER	276
54	RUNAWAY	10
6	SEXUAL ASSAULT	13
73	SHOTS FIRED	92
85	STORED/ABANDONED VEHICLE	9
52	SUICIDE	34
51	SUSPICIOUS PERSON/VEHICLE/INCIDENT	610
4	THEFT	253
83	THREATS	31
76	TOWED VEHICLE	5
63	TRAFFIC HAZARD	221
11	TRAFFIC STOP	3,401
60	TRANSPORT	11
0	UNKNOWN	4
79	VEHICLE INSPECTION	2,079
64	VIOLATION OF PROTECTIVE ORDER	2
34	WARRANT SERVICE	113
82	WATER DEPT	8
24	WELFARE CONCERN	302
Total		18,211

Calls for Service 10/01/2020 to 09/30/2021 Pie Chart



Top 5 Calls for Service

1. Extra Patrol
2. Traffic Stops
3. Business Check
4. Citizen Requested Assistance
5. Suspicious Person/Vehicle



Use of Force

The amount of force necessary to mitigate an incident, make an arrest, or protect themselves or others from harm. The levels, or continuum, of force police use include basic verbal and physical restraint, less-lethal force, and lethal force.

Types of Force Used

TASAR Deployed

TASAR Displayed

Personal Weapons (Hands)

OC Spray Deployed

Displayed Firearm

Force Used by Department

2019 – 2020 - 5

Displayed Firearm - 4

OC Spray – 1

2020 – 2021 - 15

Personal Weapons (Hands) – 4

Displayed Firearm - 11

Complaints Against Officers

10/01/2019 – 09/30/2020 – 1

10/01/2020 – 09/30/2021 – 1

Both complaints were unfounded.

Port Lavaca Police Department Staff

5500 - Chief: Colin Rangnow
 5501 - Patrol Lieutenant: Eric Salles
 5502 - CID Lieutenant: Javier Ramos
 5503 - Patrol Sergeant: James Alderete
 5504 - Patrol Sergeant: Adam Beard
 5505 - Detective (Persons) Kenneth Pyle
 5506 - Detective (Property): Weston James Burris
 5507 - Detective (Training/Admin): Justin Klare
 5508 - Mental Health Sergeant: Clinton Wooldridge
 5509 - Corporal Kyle Curtis
 5510 - Corporal Luke Arreguin
 5511 - Corporal Maria Moreno
 5512 - Corporal Devon Moore
 5513 - Patrol Officer Alejandro "Alex" Alvarez
 5514 - Patrol Officer Eh Klo Htoo
 5515 - Patrol Officer Tyler Heller
 5516 - Patrol Officer Jeremy Crull
 5517 - Patrol Officer Kaw Dee
 5518 - Patrol Officer Jaramillo Avila
 5519 - Patrol Officer **Vacant**
 5520 - Patrol Officer Maxwell Duke

5546 - Reserve Patrol Officer Steven Brown

5553 - Dispatcher Leann Leal
 5554 - Administration Karen Neal
 5555 - Dispatcher McCall Dolley
 5556 - Dispatcher Anita Hawthorne
 5557 - Part time dispatcher **Vacant**
 5558 - Dispatcher Sandra Villarreal
 5559 - Part time dispatcher **Vacant**
 5560 - Part time dispatcher Delores Drake
 5561 - Records Angie Phelps

Note: As of May 1, 2022, the Port Lavaca Police Department had one officer position open. Ten staff members obtained an advance certificate. Port Lavaca Police Department staff received a combined 3093 hours of training. The Department was able to recruit officers with years of experience. Burris from Texas Parks and Wildlife (8) Wooldridge from Edna Police Department (30), Alvarez from Refugio County (4) and Crull from Edna Police Department (6)



COMMUNICATION

SUBJECT: Receive quarterly report from the Police Department for the newly formed Mental Health Peace Officer position. Presenter is Clinton Wooldridge

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant

From: Chief Colin Rangnow

Date: May 4, 2022

Subject: Agenda Item

Present to the Port Lavaca City Council a quarterly report from Mental Health Peace Officer. Presented by Sgt. Clinton Wooldridge.

Chief Colin Rangnow

Port Lavaca Police Department

COMMUNICATION

SUBJECT: Consider request of Justin Karl for a Port Lavaca PRIDE Incentive Grant in an amount not to exceed \$5,000.00 to help fund improvements to 132 E. Main Street. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: MAY 9, 2022**DATE:** 5.03.2022**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER **SUBJECT: PORT LAVACA PRIDE INCENTIVE GRANT – 132 E. MAIN STREET**

Justin Karl has submitted the attached Port Lavaca Pride Incentive (Façade) Grant application. He is the owner of the building at 132 E. Main Street, which is across the street from the Green Iguana and next door to the old Indianola Trading Company. He is working to open this building as a retail space with a goal of doing so some time this summer. Possibilities include a boutique of some sort or a candy and/or ice cream shoppe.

The building is in dire need of a new roof in order to proceed with the plans to make this a usable space and viable business, which would provide 2 to 3 new jobs.

With his application he has submitted two roofing bids. He has verified with Lynn & Associates Engineering that the proposal from C.N. Roofing does qualify for a WPI-8 windstorm certification and C.N. Roofing has included the cost of windstorm inspections in their bid.

Justin is requesting consideration of an Incentive (Façade) Grant to fund 50% of the cost of this new roof, which would be \$4,592.50 without any additional roof decking (carpentry) work.

Because of the urgency to get this space dried-in as soon as possible, Justin is also requesting that if the Council approves this application, that the project not be disqualified if the contractor is able to begin the work this week, prior to Council action on May 9th.

The purpose of this Program is to enhance the economic vitality of the City of Port Lavaca. This can be accomplished by encouraging visually appealing physical improvements to local business, but also by helping to provide critical infrastructure improvements needed for the building to become a usable space for a viable business, such as a re-roof.

The Economic Development Committee recommends approval of the application with the following stipulation:

Reimbursement of 50% of the documented actual cost of the reroof, or \$5,000 whichever is greater, will be paid by the City to Justin Karl within 30 days after the building begins operation as a retail space. This Incentive Grant will be valid for only one year. If the building is not in use as a retail space prior to May 9, 2023, this Incentive grant will be void.

We have \$25,000 budgeted in Economic Development for such Incentive (Façade) Grants. This is the first application received this fiscal year.



Port Lavaca PRIDE Incentive Grant Program

202 N. Virginia Street
Port Lavaca, Texas 77979
Phone 361-552-9793 ext. 224
www.portlavaca.org

APPLICANT

Name:

JUSTIN KARL

Business Name:

THE GREEN IGUANA

Mailing Address

137 E. MAIN

Phone:

361.552.3861

Email:

thegreeniguana@yahoo.com

Physical Building Address (if different than mailing)

132 E. MAIN

Year Building was Built

1947

Total jobs to be created or retained:

2 or 3

BUILDING OWNER (if different than applicant)

Name :

Same

Phone

Address:

Building's current Use:

VACANT

Name of proposed Project:

NEW ROOF - include WPI-8 windstorm certification

Purpose of proposed Project:

The completed Project will result in:

RETAIL SPACE

Total cost of proposed improvements:

\$ 9,185 (Approx)

Amount of grant funds requested:

\$ _____

Required Attachments

- Detailed description of project and expected results
- Itemized list of proposed improvements
- Bids or cost estimates from proposed contractors and suppliers (minimum two)
- Site Plan and/or Map of project location as applicable, including photographs of the existing conditions

Before Reimbursement

- All work shall be complete
- Statement from Contractors that work is complete
- Copies of cancelled checks/credit card receipts
- Completed W-9 Form
- Completed Conflict of Interest Form, if applicable
- Acknowledgement that the City of Port Lavaca will submit a 1099 to the IRS for the grant amount

Applicant Signature

Date

Property owner signature (if different from applicant)

Date

Receipt of completed application

Date

Economic Development Director

Date

4/26/2022



C.N. ROOFING
PO BOX 871
Port Lavaca, TX 77979
361-552-4315

PROPOSAL

Submitted to	Work To Be Performed At
Name: <u>Justin Karl</u>	Name: <u>Justin Karl</u>
Street: <u>132 E Main</u>	Street: <u>132 E Main</u>
City & State: <u>Port Lavaca, TX</u>	City & State: <u>Port Lavaca, TX</u>
Phone: <u>(361)-649-4626</u>	Date of Plan: _____

C.N. Roofing proposes to furnish the materials and perform the labor as follows:

Flat roof: Complete tear off
Install base sheet underlayment with tincap nails
Install metal edging
Finish off flat roof with granial flat roofing material installed with torch
Including labor, material, clean-up
Windstorm Inspection
***Carpentry is extra!

Total Cost for job: \$9,185

Material is guaranteed to be as specified. Proposed work to be performed in accordance with the specifications submitted. Proposed work to be completed in a substantial workable manner.

Payment to be made as follows: one-half in advance with remaining balance upon completion of project.

Respectfully submitted by C.N. Roofing Company representative _____

Acceptance of Proposal

The above price(s) and specifications are satisfactory and are hereby accepted.
 C.N. Roofing is authorized to do the work as specified. Payment will be made as outlined

Signature of client or authorized representative _____

Date _____

•



To Lindsey Smith
Remax
132 Main St
Port Lavaca, Tx 77979

Replacing of damaged wood will be an additional charge.

Calhoun CAD

Property Search Results > 17215 KARL JUSTIN for Year 2022

Tax Year: 2022

Property

Account

Property ID: 17215 Legal Description: PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT NE 26' OF SW 65' OF 5&6

Geographic ID: S0001-00240-0007-00 Zoning:

Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: 132 E MAIN ST
PORT LAVACA, TX 77979 Mapsco: 1600.3

Neighborhood: PORT LAVACA TOWN Map ID: S0001-00240-0006-00

Neighborhood CD: 1600

Owner

Name: KARL JUSTIN Owner ID: 60569

Mailing Address: 137 E MAIN ST
PORT LAVACA, TX 77979 % Ownership: 100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$45,020	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$3,120	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$48,140	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$48,140	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$48,140	

Taxing Jurisdiction

Owner: KARL JUSTIN

% Ownership: 100.0000000000%

Total Value: \$48,140

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C04	CITY OF PORT LAVACA	0.794400	\$48,140	\$48,140	\$382.43
CAD	CALHOUN COUNTY APPRAISAL DISTRICT	0.000000	\$48,140	\$48,140	\$0.00
FML	FARM TO MARKET & LATERAL ROAD	0.000000	\$48,140	\$48,140	\$0.00
G05	CALHOUN COUNTY	0.610100	\$48,140	\$48,140	\$293.70
GWD	CALHOUN COUNTY GROUNDWATER CONSERVATION DISTRICT	0.008000	\$48,140	\$48,140	\$3.85
NV6	CALHOUN PORT AUTHORITY	0.000900	\$48,140	\$48,140	\$0.43
S01	CALHOUN COUNTY ISD	1.096300	\$48,140	\$48,140	\$527.75
Total Tax Rate:		2.509700			
Taxes w/Current Exemptions:					\$1,208.16
Taxes w/o Exemptions:					\$1,208.16

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1352.0 sqft Value: \$45,020

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN	RSF05		1947	1352.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RL	RESIDENTIAL LOT	0.0310	1352.00	13.00	104.00	\$1,560	\$0
2	RL	RESIDENTIAL LOT	0.0310	1352.00	13.00	104.00	\$1,560	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	H5 Cap	Assessed
2022	\$45,020	\$3,120	0	48,140	\$0	\$48,140
2021	\$39,650	\$3,120	0	42,770	\$0	\$42,770
2020	\$29,530	\$3,120	0	32,650	\$0	\$32,650
2019	\$28,650	\$3,120	0	31,770	\$0	\$31,770
2018	\$27,690	\$3,120	0	30,810	\$0	\$30,810
2017	\$28,150	\$3,120	0	31,270	\$0	\$31,270
2016	\$28,150	\$3,120	0	31,270	\$734	\$30,536
2015	\$24,640	\$3,120	0	27,760	\$0	\$27,760
2014	\$24,620	\$3,120	0	27,740	\$0	\$27,740
2013	\$24,620	\$3,120	0	27,740	\$0	\$27,740
2012	\$24,620	\$3,120	0	27,740	\$0	\$27,740
2011	\$23,940	\$7,410	0	31,350	\$0	\$31,350
2010	\$23,940	\$7,410	0	31,350	\$768	\$30,582
2009	\$18,464	\$7,410	0	25,874	\$394	\$25,480
2008	\$18,464	\$7,410	0	25,874	\$1,449	\$24,425

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/13/2021	WD	WARRANTY DEED	TYNG DIANE	KARL JUSTIN	2021-03373		2021-03373
2	7/20/2021	SWD	SPECIAL WARRANTY DEED (NO SALE)	ODOM ELIZABETH A	TYNG DIANE	2021-03372		2021-03372
3	5/9/2021	HA	HEIRSHIP AFFIDAVIT	ODOM CARL NELSON JR (ESTATE)	ODOM ELIZABETH A	2021-03370/03371		2021-03370/03371

Tax Due

Property Tax Information as of 04/26/2022

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2021	CALHOUN COUNTY	\$42,770	\$260.94	\$260.94	\$0.00	\$0.00	\$0.00	\$0.00
2021	CALHOUN PORT AUTHORITY	\$42,770	\$0.38	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00
2021	CALHOUN COUNTY ISD	\$42,770	\$468.89	\$468.89	\$0.00	\$0.00	\$0.00	\$0.00
2021	CITY OF PORT LAVACA	\$42,770	\$339.76	\$339.76	\$0.00	\$0.00	\$0.00	\$0.00
2021	CALHOUN COUNTY GROUNDWATER CONSERVATION DISTRICT	\$42,770	\$3.42	\$3.42	\$0.00	\$0.00	\$0.00	\$0.00
2021 TOTAL:			\$1073.39	\$1073.39	\$0.00	\$0.00	\$0.00	\$0.00
ODOM CARL NELSON JR (ESTATE) TOTAL:			\$1073.39	\$1073.39	\$0.00	\$0.00	\$0.00	\$0.00
2020	CALHOUN COUNTY	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	CALHOUN PORT AUTHORITY	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	CALHOUN COUNTY ISD	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	CITY OF PORT LAVACA	\$17,650	\$94.56	\$94.56	\$0.00	\$0.00	\$0.00	\$0.00

COMMUNICATION

SUBJECT: Consider approving Second Amendment to Ad Valorem Tax Rebate Agreement entered between Ho Enterprises, LLC and the City of Port Lavaca dated July 18, 2018. Presenter is Anne Marie Odefey

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: MAY 9, 2022

DATE: 5.03.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: AD VALOREM TAX REBATE AGREEMENT – HO ENTERPRISES, LLC

Section 6.5.2 of the Ad Valorem Tax Rebate Agreement with Ho Enterprises, LLC signed on 7/11/2018 identifies 16 duplex lots (Lots 63-78) on West Aimable and 16 duplex lots (lots 1-16) on Cardinal Drive (formally Pass Cavallo) as having the requirement that the sales price of each duplex unit shall not exceed \$150,000 including the lot. This is a total of 32 duplex unit lots.

Ho Enterprises, LLC constructed a duplex on lots 77 and 78 on West Aimable incorporating additional features with the original intent to utilize this duplex as a model home. Because of the additional features, the value of the home, including the lot, exceeds the maximum limit of \$300,000 (\$150,000 per unit). Ho Enterprises, LLC now has a buyer wanting to purchase this duplex at a price greater than \$300,000. In order to allow the sale of the duplex on Lots 77 and 78 to proceed without imposing a financial loss to Ho Enterprises, LLC, they are requesting to amend the agreement in order to waive this sales price cap for Lots 77 and 78 and instead impose this sales price cap on **Lots 57 and 58 instead**. Nothing else in the agreement is proposed for change.

Status of development:

All infrastructure is installed, with the exception of the playground structures in the Subdivision Park, which is on backorder due to supply chain issues. The site work for this playscape is scheduled to begin next week. Ho Enterprises, LLC has submitted all of the approved development costs to date, but I haven't had a chance to review it all yet in order to arrive at the final reimbursement total. I'll try to make time to look at this in more detail before Monday's meeting. Ho Enterprises, LLC has not received any rebate payment to date, since no compliant duplex unit construction has occurred as stipulated in the Agreement.

Below is a chart showing the homes which have been permitted for construction in Claret Crossing to date. None of these homes however are on the lots with the sales cap requirement (other than 102 and 104 W. Aimable, being lots 77 and 78, which are the topic of this amendment).

Mr. Ho is currently working with a builder on a proposal to build homes on the remaining available lots from Lot 17 – 52 and 79-84. These lots do not have any sales price restriction per the Rebate Agreement.

As stated above, approval of this Amendment does not make any change to the \$150,000 per unit sale price limit on a total of 36 units in the subdivision that is stated in Section 6.5.2 of the Agreement. Mr. Ho has however expressed some concerns about his ability to meet the \$150,000 per unit sale price limit under the current economic conditions. Section 6.8 of the agreement discusses "Economic Changes" and allows for Mr. Ho to propose changes to the agreement with supporting documentation. If Mr. Ho chooses to approach Council with such supporting documentation and a request to amend this sales price limit, he will do so at a later time.

Claret Crossing Subdivision

Emerie Homes, LLC

Information as of 5.3.2022

Address	Permit Issued	In Process	Complete
102 Aimable St.	X	X	
104 Aimable St.	X		X
107 Crimson Ave.	X		X
108 Crimson Ave. Unit 1	X	X	
108 Crimson Ave. Unit 2	X	X	
110 Crimson Ave. Unit 1	X	X	
110 Crimson Ave. Unit 2	X	X	
112 Crimson Ave. Unit 1	X	X	
112 Crimson Ave. Unit 2	X		X
108 Carmine Ave.	X		X

SECOND AMENDMENT TO
AD VALOREM TAX REBATE AGREEMENT
BETWEEN
THE CITY OF PORT LAVACA, TEXAS
AND
HO ENTERPRISES, LLC

This Second Amendment to the Ad Valorem Tax Rebate Agreement (“Amendment”) is entered into between the City of Port Lavaca, Texas, a home rule Texas municipality located in Calhoun County, Texas (“City”) and Ho Enterprises, LLC, a Texas limited liability company (“Developer”). City and Developer are individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, on July 11, 2018, City and Developer entered into a Chapter 380 Agreement titled Ad Valorem Tax Rebate Agreement, as subsequently amended on _____, 2020 (as amended, “Agreement”), in which the City provides incentives to the Developer for the development of Property (as defined in the Agreement) as a residential subdivision in substantial conformity to the City’s Code of Ordinances; and

WHEREAS, the plat for the Property is recorded under Slide 635 A&B, Plat Records of Calhoun County, Texas (“Plat”); and

WHEREAS, Section 6.5.2 of the Agreement presently provides that the Duplex Lots may be developed such that the sales price of each single-family residential unit within a Duplex, including the Lot thereon, shall not exceed \$150,000.00 (“Duplex Unit Cap”); and

WHEREAS, a Duplex Lot with Lot No(s). 77 and 78 was constructed with extra features, and the total intended sales price for the Duplex Lot, including the Lots, exceeds \$300,000.00; and

WHEREAS, the Parties desire to amend certain provisions in the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree to this Second Amendment as follows:

AMENDMENT

1. The Parties hereby acknowledge and ratify the Recitals herein and in the Agreement. For purposes of this Amendment, any capitalized terms which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement.

2. The City hereby waives the requirement of the Duplex Unit Cap with respect to sales prices for the single-family residential units (including the Lots) on each of Lot No(s). 77 and 78 as shown on the Plat, and Developer may sell the single-family residential units on each of Lot No(s). 77 and 78, including the Lots, for more than \$150,000.00. The Parties further agree that the sales prices for the single-family residential units, including the Lots, on each of Lot No(s). 57 and 58 will be subject to the Duplex Unit Cap.

3. Except as otherwise amended herein, the remaining provisions in the Agreement remain unmodified and in full force and effect. If any term or provision of the Agreement is contradictory to, or inconsistent with, any term or provision of this Amendment, then the terms and provisions of this Amendment shall in all events control, and such contradictory or inconsistent term or provision of the Agreement shall be null and void.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This Amendment may be executed via facsimile or electronic mail and the facsimile signature or electronic delivery of such signature of any party shall be considered valid, binding and effective for all purposes.

[Signature and Notary Page to Follow]

EXECUTED to be effective _____, 2022.

DEVELOPER:

CITY:

Ho Enterprises, LLC

City of Port Lavaca, Texas

By: _____
Eric Ho, President

By: _____
Jack Whitlow, Mayor

STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

Before me, the undersigned authority, on this day personally appeared Eric Ho, President of Ho Enterprises, LLC, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

Before me, the undersigned authority, on this day personally appeared Jack Whitlow, Mayor of the City of Port Lavaca, Texas, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public, State of Texas

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-4-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges (Chapter 38 – Solid Waste) and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #G-4-22

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 Chapter(s) listed below and described in full in the attached Exhibit A, marked in red or blue and highlighted in yellow:

Chapter 38: Solid Waste
Sec. 38-29 Residential Rate – Garbage/Brush Collection

ARTICLE III. - EFFECTIVE DATE.

This ordinance shall become effective on May 1st, 2022.

First Reading this the 11th day of April, 2022.

Jack Whitlow, Mayor

Second Reading this the 9th day of May, 2022.

Jack Whitlow, Mayor

PASSED AND APPROVED this the 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM AND CONTENT:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second Reading	Approved/ Adopted
Councilman Smith	Aye		
Councilman Dent	Aye		
Councilman Tippet	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

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

EXHIBIT ACHAPTER 38 – SOLID WASTE

Section Number	Subject	Fee Amount
38-29	Residential Rate	
	Garbage/brush collection	\$17.53
	Garbage/brush/bulk collection	\$19.53
	City-wide cleanups	\$ 0.35
38-30	Commercial Rate	Per Contract
	Prices are per contract through the solid waste provider	

COMMUNICATION

SUBJECT: Consider Resolution No. R-050922-1 of the City of Port Lavaca, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates within the city should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Presenter is Anne Marie Odefey

INFORMATION:

Ms. Mauldin's Direct Line: (512) 322-5890
Email: jmauldin@lglawfirm.com

MEMORANDUM

TO: Cities Served by AEP Texas Inc. ("Cities")

FROM: Thomas Brocato
Jamie Mauldin
Roslyn Dubberstein

DATE: April 6, 2022

RE: AEP – Distribution Cost Recovery Factor ("DCRF") filing

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION
CITY ACTION REQUIRED NO LATER THAN JUNE 5

On April 6, 2022, AEP Texas Inc. ("AEP") filed an Application to Amend its Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of approximately \$27.56 million. This equals an approximately \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case.

Cities have engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

The Public Utility Commission's rules allow cities 60 days to act on this application. That deadline is June 5, 2022. **Accordingly, we request that each city schedule the draft resolution included with this memorandum for consideration at their next council meeting.**

If you have any concerns or question please do not hesitate to contact us. We appreciate your continued support.

RESOLUTION NO. R-050922-1

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

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

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

WHEREAS, on or about April 6, 2022 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 53451, seeking to increase electric distribution rates by approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case); and

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

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

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

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 53451.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

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

On April 6, 2022, AEP Texas Inc. (“AEP” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) to increase distribution rates within each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer’s bill from the rates approved in the Company’s most recent DCRF case).

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

Purpose of the Resolution:

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

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with Cities as a party in the Company’s DCRF filing, PUC Docket No. 53451.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company’s application is unreasonable and should be denied.
4. This section states that the Company’s current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

COMMUNICATION

SUBJECT: Consider Resolution No. R-050922-2 of the City of Port Lavaca, Texas, authorizing Signatories for the Community Development Block Grant – Mitigation (CDBG-MIT) from the Texas General Land Office for Local Infrastructure Program Contract Number 22-087-001-D226. Presenter is Susan Lang

INFORMATION:

RESOLUTION NO. R-050922-2

A RESOLUTION OF THE CITY COUNCIL IN THE CITY OF PORT LAVACA, TEXAS, AUTHORIZING SIGNATORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) FROM THE TEXAS GENERAL LAND OFFICE FOR LOCAL INFRASTRUCTURE PROGRAM CONTRACT NUMBER 22-087-001-D226

WHEREAS, the City of Port Lavaca was awarded a Community Development Block Grant-Mitigation (CDBG-MIT) from the Texas General Land Office (GLO) for drainage improvements that will increase resilience to disasters and reduce or eliminate long-term risk of life, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters and will provide a suitable living environment and expanding opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain condition exists related to Hurricane Harvey, an eligible federally declared disaster in 2017, which represents a threat to the public health, safety and welfare; and

WHEREAS it is necessary to authorize signatories for various GLO documents for the City of Port Lavaca to participate under the CDBG-MIT grant.

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

Section 1. The City Council directs and designates the City Mayor and the City Manager as contractual signatories and the Mayor, City Manager Finance Director, and Senior Accountant as financial signatories.

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

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 9th day May, 2022.

Jack Whitlow, Mayor

Jerry Smith, Councilman Dist. #1

Tim Dent, Councilman Dist. #2

Allen Tippit, Councilman Dist. #3

Rosie Padron, Councilwoman Dist. #4

Jim Ward, Councilman Dist. #5

Kenneth Barr, Councilman Dist. #6

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-050922-3 to adopt the City of Port Lavaca's Budgetary and Financial Management Policies for the 2021-2022 Fiscal Year. Presenter is Susan Lang

INFORMATION:



Resolution of the City of Port Lavaca, Texas No. R- 050922-3

Budgetary & Financial Management Policies

The goal of formally adopting financial management and budgetary policies is to provide sound guidelines in planning the City's financial future. The adoption and adherence to these policies will help ensure long-term financial stability and a healthy financial position for the City of Port Lavaca.

General Budgetary Policies

Budget Preparation

The City Budget shall be prepared in accordance with all applicable Charter requirements and State laws. The goal each year shall be to present the Proposed Budget to Council no later than six weeks prior to the end of the fiscal year and for the final approval of the Budget to be ready for Council action no later than two weeks before the end of the fiscal year. The Budget shall be comprehensive in nature and address all major funds of the City.

Government Finance Officer Association Distinguished Budget Program

The goal each year will be for the City's Budget to conform to the requirements of the Distinguished Budget Program of the G.F.O.A. and be submitted thereto for peer review.

Balanced Budget

It shall be a requirement each year for the budget of each fund to be balanced. This means that total resources available, including prior year ending resources plus projected revenues, shall be equal to or greater than the projected expenditures for the coming year. In a case where a deficit fund balance does occur, the goal shall be to limit deficits to only those amounts representing one-time capital expenditures and/or to adjust revenues and/or expenses so that the deficit is eliminated in no more than two budget years.

Public Hearings, Availability of Budget to Public

Upon completion of the City Manager's Proposed Budget to Council, the City holds public hearings in accordance with the Local Government Code. A copy of the Proposed Budget is made available in the City Secretary's Office or on the City's website. These hearings provide the Citizens of Port Lavaca a chance to ask questions as well as an opportunity for Council to hear any recommendations before final approval of the budget.

Cost Center Accounting and Budgeting

It shall be the policy of the City to allocate cost, and budget accordingly, to the various funds to the extent practical. This includes such items as utility costs, fuel costs, vehicle lease charges, overhead manpower and insurance fees.

Bond Ratings

It shall be the City's long-term goal to improve its bond ratings for general obligation bonds and revenue bonds. The City's policy shall be to manage its budget and financial affairs in such a way to promote enhancement of its bond ratings. This financial management includes the following:

- *Develop and maintain a multi- year operating budget*
- *Develop and maintain a multi-year capital improvements plan*
- *Implement financial procedures to quickly identify financial problems & limit budget shortfalls*
- *Review projected revenue methodologies annually*
- *Review method of determining appropriate cash reserve levels annually*

Administrative Overhead Fee to Enterprise Funds

It shall be the budgetary policy of each enterprise fund to pay to the General Fund an amount as set by the Budget each year. This charge shall be set as a percent of fund expenditures associated with each function and shall be construed as a payment for general administrative overhead, including management, accounting, legal, public safety, and personnel services. From an accounting perspective, such fee shall be treated as a fund operating transfer.

Budget Projections for Revenues and Expenditures

Most individual budget projections are a collaborative effort between the Division Heads, the Director of Finance, and the City Manager. The Director of Finance will note the methodology for estimating each major revenue or expense item budgeted, taking into consideration the insight of the respective Division Head. Revenue and expense estimates are always to be conservative to reduce any potential for budget shortfalls.

Maintenance of Plant and Equipment

The operating budget will provide for the adequate maintenance and replacement of the capital plant, building, infrastructure, and equipment. Deferral of such costs on a long-term continued basis will not be an acceptable policy to use in balancing the budget.

Financial Management Policies

Fund Balance Policy

Purpose

The purpose of this policy is to establish a key element of the financial stability of the City of Port Lavaca by setting guidelines for fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54. Unassigned fund balance is an important measure of economic stability, and it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the operating fund with the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Equity – A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance – The fund equity of a governmental fund for which an accounting distinction is made between the portions that are spendable and non-spendable.

Fund Balance reporting in governmental funds: Fund balance will be reported in governmental funds under the following categories using the *definitions* provided by GASB Statement No. 54:

- 1) **Non-spendable fund balance** – includes the portion of net resources that cannot be spent because of their form (i.e. inventory, long-term loans, or prepaids) or because they must remain in-tact such as the principal of an endowment.
- 2) **Restricted fund balance** – includes the portion of net resources on which limitations are imposed by creditors, grantors, contributors, or by laws or regulations of other governments (i.e. externally imposed limitations). Amounts can be spent only for the specific purposes stipulated by external resource providers or as allowed by law through constitutional provisions or enabling legislation. Examples include impact fees and bond proceeds.
- 3) **Committed fund balance** – includes the portion of net resources upon which the Council has imposed limitations on use. Amounts that can be used only for the specific purposes determined by a *formal action* of the council. Commitments may be changed or lifted only by the Council taking the same *formal action* that originally imposed the constraint. The formal action must be approved before the end of the fiscal year in which the commitment will be reflected on the financial statements.

- 4) **Assigned fund balance** – includes the portion of net resources for which an *intended* use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund.

Authority to Assign - The City Council delegates the responsibility to assign funds not to exceed \$25,000 to the City Manager or their designee to be used for specific purposes. City Council shall have the authority to assign any amount of funds to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. The assignments may occur subsequent to fiscal year-end.

- 5) **Unassigned fund balance** – includes the amounts in the general fund in excess of what can properly be classified in one of the other four categories of fund balance. It is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose. Negative residual amounts for all other governmental funds are reported in this classification.

Minimum Unassigned Fund Balance

General Fund - Being a City on the Gulf Coast, it shall be the goal of the City to maintain a fund balance in the General Fund equal to 180 days of the operating expenditures and a policy to maintain an **unassigned** fund balance of no less than 120 days of operating expenditures as to provide operating liquidity and contingency funding for non-specific unscheduled expenditures such as natural disasters or major unexpected expenditures. In the event that the unassigned fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

Hotel/Motel Tax Fund – Since the City's Convention Center (Bauer Center) qualifies for use of Hotel/Tax, it shall be the goal of the City to maintain a fund balance in the Hotel/Motel Fund to support the annual cost for improvements and maintenance of the Bauer Center. The proper level of this unassigned fund balance will be based on the most recent three-year average cost of maintenance and operations of the Bauer Center or \$250,000 whichever is greater.

Committed Fund Balances

- *Fixed or Capital Asset Replacement*- The City Council commits an additional portion of the General Fund Reserve for fixed asset replacement related to machinery and equipment. On an annual basis, the City strives to commit dollars equal to one year's depreciation expense of machinery and equipment for assets on record as of the previous fiscal year end. The balance at year end in this account will be the committed fund balance.

Replenishment of Minimum Fund Balance Reserves

If unassigned fund balance unintentionally falls below 120 days or if it is anticipated that at the completion of any fiscal year the projected unassigned fund balance will be less than the minimum requirement, the City Manager shall prepare and submit a plan to restore the minimum required level as soon as economic conditions allow. The plan shall detail the steps necessary for the replenishment of fund balance as well as an estimated timeline for achieving such.

These steps may include, but are not limited to, identifying new, nonrecurring, or alternative sources of revenue; increasing existing revenues, charges and/or fees; use of year end surpluses; and/or enacting cost saving measures such as holding capital purchases, reducing departmental operating budgets, freezing vacant positions, and/or reducing the workforce. The replenishment of fund balance to the minimum level shall be accomplished within a three-year period. If restoration of the reserve cannot be accomplished within such a period without severe hardship to the City of Port Lavaca, then the Council shall establish an extended timeline for attaining the minimum balance.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Council, and unassigned fund balance), the Council will first spend the most restricted funds before moving down to the next most restrictive category with available funds.

Appropriation of Unassigned Fund Balance

Appropriation from the minimum unassigned fund balance shall require the approval of the City Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing operating expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

The Council may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

Monitoring and Reporting

The Director of Finance shall be responsible for monitoring and reporting the City's reserve balances. The City Manager is directed to make recommendations to the Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise.

Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

Revenue Management Policy

The City strives for the following optimum characteristics in its revenue system:

- ***Simplicity and Certainty.*** The City shall strive to keep the revenue classification system simple to promote understanding of the revenue sources. The City shall describe its revenue sources and enact consistent collection policies to provide assurances that the revenue is collected according to budgets and plans.
- ***Equity.*** The City shall make every effort to maintain equity in its revenue system structure. The City shall minimize all forms of subsidization between entities, funds, services, utilities, and customers.
- ***Realistic and Conservative Estimates.*** Revenues are to be estimated realistically. Revenues of volatile nature shall be budgeted conservatively.
- ***Centralized Reporting.*** Receipts will be submitted daily to the Finance Department for deposit and investment. Daily transaction reports and supporting documentation will be prepared.
- ***Review of Fees and Charges.*** The City shall review all fees and charges annually in order to match fees and charges with the cost of providing that service.
- ***Aggressive Collection Policy.*** The City shall follow an aggressive policy of collecting revenues. Utility services will be discontinued (i.e. turned off) for non-payment in accordance with established policies and ordinances. The Calhoun County Appraisal District is responsible for delinquent tax collection, through the central collection agency, shall be encouraged to collect delinquent property taxes using an established tax suit policy and sale of real and personal property to satisfy non-payment of property taxes. A warrant officer in the Police Division will aggressively pursue outstanding warrants, and the Court will use a collection agency to pursue delinquent fines.

Use of Fund Balance and Non-Recurring Revenues

The City will use non-recurring revenues and excess fund balance for capital expenditures or for non-recurring expenditures. These non-recurring revenues will not be used to fund recurring type maintenance and operating costs.

Property Tax Revenue

All real and business personal property located within the City shall be valued at 100% of the fair market value based on the appraisal supplied by the Calhoun County Appraisal District. Reappraisal and reassessment are as provided by the Appraisal District. A ninety-six percent (96%) collection rate based upon historical trends and current economic conditions shall serve each year as a goal for tax collections and the budgeted revenue projection shall be based on the average collection rate calculated by the Calhoun County Appraisal District. Property tax rates shall be maintained at a rate adequate to fund an acceptable service level. Based upon taxable values, rates will be adjusted to fund this service level. Collection services shall be contracted out with a central collection agency, currently the Calhoun County Appraisal District.

Interest Income

Interest earned from investment of available monies, whether pooled or not, shall be distributed to the funds in accordance with the equity balance of the fund from which monies were invested.

User Based Fees and Service Charges

For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset wholly or partially by a fee where possible. There shall be an annual review of fees and charges to ensure that the fees provide adequate coverage of costs of services.

Water and Wastewater Rates and other fees for Services

Water, wastewater, and garbage fees shall be set to generate revenues required to cover operating expenditures, including depreciation, meet the legal requirements of applicable bond covenants, and provide for an adequate level of working capital. It is the policy of the City that the Public Utility Fund, and other enterprise funds, not be subsidized by property tax revenue.

Intergovernmental Revenues/Grants/Special Revenues

Grant revenues and other special revenues shall be spent for the purpose(s) intended. The City shall review grant match requirements and include in the budget all grant revenues and expenditures.

Collection of Charges

The City will follow a policy of collecting, on a timely basis, all fees, charges, taxes and other revenues properly due to the City. The City will follow an aggressive policy of collecting all delinquencies due to the City.

Revenue Monitoring

Revenues actually received are to be regularly compared to budgeted revenues (at least monthly) with a formal report to City Council at least quarterly. If revenue estimates fall below budget expectations, the City Manager shall recommend to Council a corrective action to minimize the impact on the budget at the next available Council Meeting.

Expenditure Control Policy

Appropriations

The responsibility for budgetary control lies with the Department Head. Department Heads may not approve expenditures that exceed monies available at the departmental budget level excluding personnel and capital expenditures. Capital expenditures are approved by the City Council on a per project basis normally during the annual budget process. Personnel allocations may not be changed without the approval of City Manager.

Amendments to the Budget

In accordance with the City Charter, under Article 8.03 (Transfer of Appropriations) provides, with approval of the City Council, the City Manager may transfer any unencumbered appropriated balance within any office, department, or agency at any time. At the request of the City Manager, and within the last three months of the fiscal year, the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from an office, department or agency, to another.

Central Control

Unspent funds in salary and capital allocation object codes may not be spent for any purpose other than their specifically intended purpose without prior authorization of City Manager.

City's Manager Authority to Amend the Budget

The City Manager is authorized to transfer budgeted amounts within and among departments; however, any revisions that alter the total expenditures/expenses must be approved by the City Council.

Purchasing

All purchases shall be made in accordance with the Purchasing Policies approved by the City Council.

Prompt Payment

All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt, in accordance with the provisions of state law. Proper procedures shall be established that enables the City to take advantage of all purchase discounts, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

Long-Term Debt Policy**Revenue Bond Sinking Account**

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the Revenue Bond Sinking Account. Monthly payments are to be made to this account each year in accordance with the bond ordinance. The balance in the account must be adequate to cover semi-annual payments as they become due.

General Obligation Bond Debt Service Account

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the General Obligation Bond Interest and Sinking Fund Account. Taxes, as applicable shall be distributed to this account monthly as received. Utility Revenues transferred to the Interest and Sinking fund Account shall occur, as needed prior to the semi-annual payment dates. The balance in the account must be adequate to cover semi-annual payments as they become due.

Capital Improvement Plan (CIP)

The City will develop a multi-year plan to present to Council each year for approval. The City will provide a list of proposed capital improvements, funding recommendations, and prospective timing of projects. CIP projects shall be for infrastructure over \$100,000 and facilities over \$50,000. Any maintenance and operational cost shall be disclosed that could impact future operating budgets.

Debt Policy Guidelines

- The City will limit long-term debt to only those capital projects that cannot be financed from current revenues. Assets that last a long time will benefit citizens and taxpayers far into the future. It is fair for these future taxpayers and citizens to help pay the cost of the asset by paying some of the debt.
- The City will not use long-term debt to finance recurring maintenance and operating costs.
- The City will not issue long-term debt for a period longer than the estimated useful life of the capital project.
- Decisions will be made based on long term goals rather than a short- term fix.
- Debt Service Funds will be managed and invested according to all federal, state, and local laws.
- Coverage Ratios of Revenue Bonds will always be in compliance with the minimum coverage ratio required by the revenue bond ordinances. It shall be the goal of the City to achieve a budgeted coverage ratio of 1.60.

Other Fund Use Information

Governmental Funds

Most government functions are financed through governmental funds. The acquisition, use, and balances of the City's expendable resources and related current liabilities are accounted for through governmental funds. Long-term liabilities and fixed assets are not accounted for through governmental funds.

Proprietary Funds

These funds listed below are used to account for the ongoing activities of the City that are similar to those found in the private sector. These funds are financed through user charges to recover costs of services provided. Proprietary funds use accrual accounting, which means revenues are recognized when they are earned by the City and expenses are recognized when they are incurred. Enterprise funds are considered proprietary funds and are used to account for operations for the City's Public Utility Fund, Light House Beach, and Port Revenue Fund.

Working Capital Position - the goal shall be to maintain a working capital position equal to 120 days of the operating budget and a policy to maintain a working capital position no less than 90 days of the operating budget. The City shall designate a portion of the reserve for fixed asset replacement equal to one year's depreciation of all assets.

Public Utility Fund

It shall be the general policy of the City to commit a portion of the reserve to fixed asset replacement as it budgets for revenue to cover depreciation.

The City shall establish a project fund that will be funded by unanticipated revenues or revenue surpluses. This fund shall be used to fund unanticipated projects or to retire debt early.

Beach and Port Revenue Operating Fund

It will be the general policy of the City that the fees collected will be spent on maintenance of the facilities grounds, and other structures. The general fund tax dollars will not be used for this purpose.

WITNESS MY HAND AND SEAL OF OFFICE THIS __ DAY OF MAY 2022.

PASSED AND APPROVED THIS __ DAY OF MAY 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-050922-4 of the City of Port Lavaca to adopt required Community Development Block Grant (CDBG) Civil Rights Policies. Presenter is Susan Lang

INFORMATION:

Resolution No. R-050922-4
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 Community Development Block Grants (CDBG);

Whereas, the City of Port Lavaca has previously adopted policies and procedures in regards to Civil Rights procedures in compliance 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;

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;

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 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project areas;

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;

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 CDBG project;

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;

Whereas, the City of Port Lavaca, has designated an overseer and will 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 AMENDS THE:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures;
6. Code of Conduct Policy; and
7. Fair Housing Policy

WITNESS MY HAND AND SEAL OF OFFICE THIS 9TH DAY OF MAY, 2022.

PASSED AND APPROVED THIS 9 DAY OF MAY, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

**CITY OF PORT LAVACA
CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM(S)**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Community Development Block Grant Program(s) and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Port Lavaca offices, 202 N. Virginia, 202 N. Virginia, Port Lavaca, TX 77979-0105, (Street Address), (361) 552-9793 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project(s), whether it is a proposed, ongoing, or completed CDBG project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Port Lavaca at 202 N. Virginia, 202 N. Virginia, or may call (361) 552-9793.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG funds
 - c) the estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG activities likely to result in displacement and the entity's anti-displacement and relocation plan;
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG funds available per application for Hurricane Harvey;
 - (b) The range of activities that may be undertaken with the CDBG Hurricane Harvey funds;
 - (c) The estimated amount of the CDBG Hurricane Harvey funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d) The proposed CDBG activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

	<u>Jack Whitlow, Mayor</u>
Signature	Name, Title

Date

LA CIUDAD DE PORT LAVACA
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE ASIGNACIONES EN BLOQUES DE DESARROLLO COMUNITARIO (CDBG)

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del programa de Asignaciones en Bloques de Desarrollo Comunitario (CDBG) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de (Dirección postal City of Port Lavaca, 202 N. Virginia, 202 N. Virginia, Port Lavaca, TX 77979-0105, (361) 552-9793; (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG, ya sea un proyecto propuesto , en curso o completado de CDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Mayor, a City of Port Lavaca, 202 N. Virginia, 202 N. Virginia, Port Lavaca, TX 77979-0105, (361) 552-9793.
2. Una copia de la queja o reclamo se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamo y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. El alcalde deberá completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos CDBG. La Ciudad en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

La Ciudad proporcionará un aviso público razonable, evaluación, examen y un comentario sobre las actividades propuestas para el uso de fondos de CDBG. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG
 - c) La cantidad estimada de los fondos CDBG que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a. La cantidad de fondos de CDBG disponibles por solicitud para Huracán Harvey;
 - b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Huracán Harvey;
 - c. El monto estimado de los fondos de CDBG Huracán Harvey propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d. Las actividades propuestas de CDBG que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia

pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.



/ Firma

Jack Whitlow, Alcalde de la ciudad
Nombre, Título

Fecha

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Port Lavaca agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or awarding entity to the Grant Recipient.
- G. Submit reports as required by HUD or awarding entity regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memorandum, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Port Lavaca, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Jack Whitlow, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Port Lavaca hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Port Lavaca to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Port Lavaca to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Port Lavaca will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Port Lavaca, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Jack Whitlow, Mayor
Name, Title

Date

Over 5%

Limited English Proficiency (LEP) Standards Plan

Texas General Land Office

Community Development Block Grant(s)

Grant Subrecipient:	City of Port Lavaca
Community Population:	12,331
LEP Population:	1,114 individuals 9.7% (Spanish)
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:

<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG applications, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:

<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:

<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Port Lavaca hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Port Lavaca does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Port Lavaca's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Port Lavaca shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program(s), the City of Port Lavaca shall ensure that they are provided with the information necessary to understand and participate in the CDBG program(s).
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Port Lavaca) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 202 N. Virginia, Port Lavaca, TX, 77979-0105 or call (361) 552-9793, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Port Lavaca relating to the complaint files.

- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Port Lavaca within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Port Lavaca complies with Section 504 and HUD regulations.

Signature

Jack Whitlow, Mayor
Name, Title

Date

Code of Conduct Policy of the City of Port Lavaca

As a Grant Recipient of a CDBG contract the City of Port Lavaca shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Port Lavaca shall participate in the selection, award, or administration of a contract supported by CDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Port Lavaca shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under the CDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under a CDBG contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Port Lavaca Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, to the appropriate officials for criminal investigation and possible prosecution.

Signature

Jack Whitlow, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, the City of Port Lavaca hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Port Lavaca agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Port Lavaca agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Port Lavaca will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Port Lavaca, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Jack Whitlow, Mayor
Name, Title

Date

COMMUNICATION

SUBJECT: Consider Resolution No. R-050922-5 of the City of Port Lavaca for Professional Engineering Services with Mott MacDonald, LLC for the Texas Community Development Block Grant-Mitigation (CDBG-MIT) Coastal Resiliency Project Contract #22-087-001-D226 in the amount not to exceed \$1,664,025.00. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-050922-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT LAVACA AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MOTT MACDONALD, LLC, FOR NON-HOUSING PROJECTS UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) COASTAL RESILIENCY INFRASTRUCTURE GRANT PROGRAM, CONTRACT NO. 22-087-001-D226, IN THE AMOUNT NOT TO EXCEED \$1,664,025.00, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Port Lavaca (the "Subrecipient") and Mott MacDonald LLC, Tax Identification Number 11610067008 ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for professional engineering services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") for damage sustained from Hurricane Harvey; and

WHEREAS, the CDBG-MIT program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016, Pub. L. No. 114-113.NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

1. That the Mayor is authorized to execute a Grant Professional Engineering Services agreement with Mott MacDonald, LLC to provide grant engineering services for the Community Development Block Grant Mitigation (CDBG- MIT) Coastal Resiliency Program, Contract No. 20-087-001-D226, in the amount not to exceed One Million, Six Hundred Sixty-Four Thousand, Twenty-Five Dollars (\$1,664,025.00), substantially in the form attached hereto and incorporated herein, with changes in form as approved by the City Attorney.
2. That this resolution shall become effective immediately upon adoption

Passed and approved this 9th day of May, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

**PROFESSIONAL ENGINEERING SERVICES FOR
NON-HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THE City of Port Lavaca (the “Subrecipient”) and Mott MacDonald LLC, Tax Identification Number 11610067008 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from Hurricane Harvey; and

WHEREAS, the CDBG-MIT program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016, Pub. L. No. 114-113.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designees with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Mott MacDonald, LLC, selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ”/“RFP” means the Subrecipient’s Request for Qualifications No. RFQ 2020-07.08-E, or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Solicitation” means Subrecipient’s Request for Qualifications No. RFQ 2020-07.08-E, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means The City of Port Lavaca, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non- housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

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1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is a material condition in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E; Solicitation Documents; and Provider’s Response to Solicitation.

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1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for coastal resiliency projects in the City of Port Lavaca, Texas, as authorized under GLO Contract No. 22-087-001-D226 ("Subrecipient's Contract"), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Contract. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Contract is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the City of Port Lavaca, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner to Subrecipient for submission to the GLO. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be reasonably required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Subrecipient shall make Provider aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment shall be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to Subrecipient of such additional information by the Subrecipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO or City of Port Lavaca.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Contract, and in accordance with the GLO Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II.**TERM****2.01 DURATION**

This Contract shall be effective as of the date signed by the last party, and shall terminate on April 30, 2025. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to three (3) additional one (1) year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on this Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III.CONSIDERATION**3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of **ONE MILLION, SIX HUNDRED SIXTY-FOUR THOUSAND, TWENTY-FIVE DOLLARS (\$1,664,025.00)**, reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER’S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at the time, and in the general vicinity where, the services are performed (“Standard of Care”). Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be, of good quality, and in accordance in accordance with the Standard of Care. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace the defective or damaged Deliverables; (b) refund any payment received for the defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider’s authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider’s authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113 enacted on December 18, 2015, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling 866-606-8220.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI.**OWNERSHIP****6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider, upon receipt of payment for its Work Product, hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify Provider of the date upon which records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by Attachment E of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY AND RISK ALLOCATION

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) TO THE EXTENT CAUSED BY:

- **THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN..**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

The Parties have evaluated the risks and rewards associated with the services to be performed under this Contract, including Provider's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of Provider (and its related corporations, subconsultants, and employees) to Subrecipient is limited to the professional liability insurance policy (Errors & Omissions) limits required to be maintained under Section 8.01 of this Contract for services provided under this Contract, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Provider's services under this Contract, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

City of Port Lavaca
 202 North Virginia
 Port Lavaca, TX 77979
 Attention: Jody Weaver, PE

Provider

Mott MacDonald, LLC
 110 Wild Basin Road, Suite 100
 Austin, TX 78746
 Attention: Joshua Carter, Vice President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Calhoun County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

The parties agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to exercising their rights at law. If the parties fail to resolve a dispute through negotiation, either party may seek to have the dispute resolved through a court of competent jurisdiction. Unless otherwise prohibited by law, Subrecipient and Provider waive their rights to a trial by jury in any litigation resulting from this Contract.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the Subrecipient within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the Subrecipient, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision of this Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.16 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in duplicate. One counterpart each has been delivered to Subrecipient and Provider.

Executed in duplicate originals this the 9th day of May, 2022.

THE CITY OF PORT LAVACA

Mott MacDonald, LLC

Jack Whitlow
Mayor

Joshua Carter
Vice President

ATTEST: _____
Mandy Grant, City Secretary

ATTEST: _____

202 North Virginia Street
Port Lavaca, TX 77979
PHONE: (361) 827-3601

110 Wild Basin Road, Suite 100
Austin TX 78746
PHONE: (512) 383-9785

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION City of Port Lavaca	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) 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 agency, 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

City of Port Lavaca

AWARD NUMBER AND/OR PROJECT NAME

22-087-001-D226

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jack Whitlow, Mayor

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Attachment C
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....2
ENGINEERING SERVICES2

SCOPE OF SERVICES REQUESTED

Providers will help the City of Port Lavaca fulfill State and Federal Community Development Block Grant Mitigation (“CDBG-Mitigation”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas

- iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal

descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.

- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

Benchmarks, Actions, Deliverables Not-To-Exceed Budget Gate Percentages by Category

Action: Commencement of Engineering Phase

Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable.

Not to Exceed Budget Percentage: 0-30%

Action: Completion of Design Phase

Deliverable: Complete signed and sealed 100% construction plans in PDF accepted by the City

Not to Exceed Budget Percentage: 30.01-60%

Action: Commencement of Bid Phase

Deliverable: First published bid notice and publisher's affidavit

Not to Exceed Budget Percentage: 60.01-70%

Action: Commencement of Construction Phase

Deliverable: Signed Notice to Proceed (NTP)

Not to Exceed Budget Percentage: 70.01-85%

Action: Completion of Construction Phase

Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by City; signed FWCR accepted by GLO

Not to Exceed Budget Percentage: 85.01-100%

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and

Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);
General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and
Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

Section VIII. Item #17.

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

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

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Mott MacDonald, LLC 111 Wood Avenue South Iselin, NJ 08830	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fireman's Fund Insurance Company	
	INSURER B: American Automobile Insurance Company	
	INSURER C: National Surety Corporation	
	INSURER D: Lloyd's Syndicate 2488	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W24710876**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	USC016868210	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY	Y	Y	SCV010281-21-01	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
	Comp/Coll \$ 1000							
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$	
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	SCW018893-21-01	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			B080120388P21	06/30/2021	06/30/2022	Per Claim: \$2,000,000 Per Aggregate: \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Subrecipient, the General Land Office (GLO), and each entity's officers, employees, and authorized agents are Additional Insureds as respects to General Liability and Automobile Liability as per written contract or agreement.

General Liability and Automobile Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds as agreed to by written contract.

CERTIFICATE HOLDER

City of Port Lavaca
202 North Virginia
Port Lavaca, TX 77979

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 22545008

BATCH: 2510652

188

AGENCY CUSTOMER ID: _____
LOC #: _____

Section VIII. Item #17.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Mott MacDonald, LLC 111 Wood Avenue South Iselin, NJ 08830
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of the Subrecipient, the State of Texas, the General Land Office (GLO), and their officers, employees, and authorized agents with respects to General Liability and Automobile Liability as agreed to by written contract.

Waiver of Subrogation applies in favor of the Subrecipient, the State of Texas, the General Land Office (GLO), and their officers, employees, and authorized agents with respects to Worker's Compensation as agreed to by written contract for all states as permitted by law.

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: MOTT MACDONALD GROUP, INC

Policy Number: USC016868210

Producer: WILLIS OF NEW JERSEY, INC

Effective Date: 06-30-2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

Location(s) Of Covered Operations

Blanket- As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: USC016868210

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: 06/30/2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

**Name Of Additional Insured Person(s)
Or Organization(s)**

**Location And Description Of
Completed Operations**

Blanket- As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy


Secretary


President

MultiCover® - CG 71 58 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
 - a. There is no other similar insurance available to that organization; and
 - b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
 - c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury or property damage** that occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. Additional Insured

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:
 - (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
 - (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
 - (4) The insurance afforded to such additional insured only applies to the extent permitted by law;
 - (5) Such person or organization is an additional insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural

- alterations, new construction or demolition operations performed by or on behalf of such person or organization;
- (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or
 - (f) Their liability as a grantor of a franchise to you.
- (6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
- (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage**, or the offense which caused the **personal or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded such vendor does not apply to:
 - (a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and
 - (4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
- b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017,A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage

A. **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.** Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. **SECTION III - LIMITS OF INSURANCE, item 6.,** is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii),** are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. **SECTION V - DEFINITIONS, 9. Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or

- b. the cost of repairing the damaged automobile; or
- c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

- 5. This coverage is not subject to the General Liability General Aggregate Limit; and
- 6. We will make payments under this coverage without regard to fault.

10. Non-Owned or Chartered Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. Chartered Aircraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. Coverage Territory - Broadened

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. Personal and Advertising Injury - Contractual

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. Fellow Employee Coverage

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury**:
However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. Bodily Injury Definition - Broadened

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. Expected or Intended Injury - Amendment to Exclusion

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

- a. Expected or Intended Injury
Bodily injury or property damage expected or intended from the standpoint of the insured.
This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:
- (a) You, if you are an individual;
 - (b) Your partner or member, if you are a partnership or joint venture;
 - (c) Your member, if you are a limited liability company;
 - (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:
- (a) How, when and where the occurrence or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the occurrence or offense.

20. Non Employment Discrimination Liability

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination** .

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

- C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- s. **Discrimination** , if insurance thereof is prohibited by law; or

- t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

21. Medical Payments

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

- A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

- f. **Products-Completed Operations Hazard**

- Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

- B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

- 3. Limit of Insurance

- The Medical Expense Limit of Insurance shall be the greater of:

- a. \$20,000 Any One Person; or
 - b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

Additional Insured - Primary and Non-Contributory With Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: SCV010281-21-01

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2021

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Scheduled Persons or Organizations

Any person or organization from whom you are required by written contract or agreement.

With Respect to Designated Project or Contract

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Provisions

- A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of Section II - **Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the **Who Is An Insured** provision contained in Section II.

- B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of Section IV - **Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury or property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:
 - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and f. is added as follows:

- f. Your employee or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
 - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions, A. Loss Conditions**, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, A. Loss Conditions**, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,
2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is \$1,500, if, at the time of loss, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered **auto** at the time of a loss.

The most we will pay for loss is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered **auto** in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.**; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension**; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered **auto**. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.
- (5) If loss results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered **private passenger auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing**, is deleted and replaced by the following:

2. Extended Towing.

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a loss covered under **Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c.**, there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos**, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type**, no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a loss covered under **Section IV - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c.**, there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties In The Event Of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions, A. Loss Conditions, item 2.**; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.**; is deleted and replaced by the following:

- a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (a) How, when and where the **accident** or **loss** occurred; and
- (b) The **insured's** name and address; and
- (c) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions, B. General Conditions, item 2.**; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, B. General Conditions, item 2.**; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- (i) For **accidents** or **losses** occurring within 25 miles of the United States border; and
- (ii) For trips into Mexico of 10 days or less; and
- (iii) If the covered **auto** is principally garaged and principally used in the United States; and
- (iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

- C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance; item 4. is added as follows:

- 4. If your covered owned **auto** is:
 - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
 - (2) Shown in this policy as having a loss payee or additional insured-lessor; and

(3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. **Section III - Physical Damage Coverage D. Deductible**, of form CA0001 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage, D. Deductible** of form CA0020 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

Policy Number: USC016868210
Named Insured: Mott MacDonald Group Inc

Sequential Endorsement Number: 4

GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

**Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities
(145977 01 11)**

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entity
145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

- A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:
1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and
 2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.
- B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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INSURER CANCELLATION TERMS

NAMED INSURED See Page 1	POLICY NO. SCW018893-21-01 EFFECTIVE DATE 06/30/2021 SEE PAGE 1
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Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

Standard Matters

21. In relation to every **Standard Matter**:

- a. the **Assured** shall have the right itself to deal with the claim or circumstance;
 - i. as long as the claim or circumstance remains a **Standard Matter**;
 - ii. the **Assured** will investigate and defend that claim or circumstance at its own cost; and
 - iii. the **Assured** shall be at liberty to settle the claim or circumstance at a sum not exceeding GBP 1,000,000 (including the costs, fees and expenses of investigating, defending and settling the matter) and the cost of such settlement shall reduce the Aggregate **Self-Insured Retention** and shall be applied as set out in clause 9. above.

Termination

22. If the **Assured** fails to pay the Premium or any instalment of Premium in accordance with the Premium Payment Clause LSW 3001 attached and fails to make good that failure in full within fifteen days of written demand from Insurers then Insurers may at any time thereafter before the Premium or relevant instalment has been paid, cancel this Agreement in accordance with LSW 3001.

23. In the event of cancellation under the preceding clause:

- a. Insurers shall remain on risk for claims made and circumstances notified before the cancellation became effective;
- b. the **Assured** shall remain liable for payment of part of the Premium on a pro rata basis for the period that Insurers are on risk; and
- c. the full Premium shall remain payable to Insurers and such Premium may be retained by them pending resolution of all claims and circumstances notified to Insurers before the date of termination whereupon that sum shall be returned to the **Assured** after deduction of a sum equal to (i) the costs incurred by Insurers in investigating defending and settling any claims or circumstances or (ii) (if greater) the sum calculated in accordance with clause 23.b.
- d. **In respect of those companies of the Assured that are domiciled in the United States of America or Canada, Insurers agree to provide 30 days Notice of Cancellation to the employers and/or principals in respect of those contracts undertaken by such companies and which have been declared to Insurers**

24. If any request for indemnity is made by the **Assured** and the same is fraudulent as regards the amount or otherwise then Insurers may terminate this Agreement by written notice to the **Assured** and by refunding to the **Assured** all the Premium previously paid to the Insurer in respect of this Agreement. Termination by virtue of this clause 24, shall

COMMUNICATION

SUBJECT: Consider awarding bid to fence contractor for the Public Works Perimeter Fence Project, Phase 1 of 3. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

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: PUBLIC WORKS PERIMETER FENCE

BACKGROUND:

The perimeter fence around the public works service center has exceeded its useful life and no longer provides a means to secure the property. It is imperative to replace all of the fence to ensure compliance with TCEQ due to water storage tanks on site. Given the cost of replacement I have broken the project into three phases, with the first phase being this year and the second and third phases coming in the following years.

FINANCIAL IMPLICATIONS:

\$25000 IS BUDGETED FOR THE CURRENT FISCAL YEAR, WILL NEED TO ADD AN ADDITIONAL \$500 TO AWARD THE CONTRACT.

IMPACT ON COMMUNITY SUSTAINABILITY:

No impact on community sustainability but this will improve the appearance of the service center.

RECOMMENDATION:

Staff recommends award to Coastal Fence and Irrigation, LLC in the amount of \$25,500.

ATTACHMENTS:

Bids from three fence contractors and requisition for PO.

Coastal Fence & Irrigation, LLC

1908 Bon Aire Ave
 Victoria, TX 77901
 361-550-2070
 accounting@coastalfenceandirrigation.com

Estimate

ADDRESS
 Carlos Castro
 City Of Port Lavaca

ESTIMATE 2146
 DATE 03/09/2022

ACTIVITY	QTY	RATE	AMOUNT
Bid for Commercial Chain Link Fencing, Gate and Gate Opener at the main office			
Install about 570' of 6' Tall Commercial Grade Chain Link with (3) Strands Barbwire on top of the fence Install (1) 25' Cantilever Slide Gate Gate post will be 4" schedule 40	1	22,500.00	22,500.00
Install (1) Liftmaster CSL24UL Commercial Slide Gate opener: Keypad and stand on the outside of the gate and (1) keypad and stand on the inside of the gate, includes (20) Push Button Remotes ** This gate opener has a 7 year manufactures warranty and (1) year labor warranty** We install theses gate openers at Formosa and Other Commercial Locations, this is the top of the line opener Fencing: Corner post will be 3" scheduled 40 Line post will be 1 5/8 schedule 40 Top rail will be 1 5/8 schedule 20 Chainlink will be 6' tall 9 gauge All post will be set 3' deep in concrete and on 10' centers We will give (1) Year Labor Warranty on the Gate Opener, Gate and Fencing Price for extra fencing			
Includes the 20' Double Drive Swing Gates and entrance chain link fencing on the far end of property Also includes fencing to go all the way to the far corner of property. (1) Double Drive 20' Gate and about 100' of new fencing This will make everything on the street side new, including new gates Total Fencing Footage for this project is close to 670' with the footage added to the original bid (1) 20' slide gate with opener (1) Double Drive 20' Swing Gate / no openers 670' of New 6' Tall Commercial Grade Fencing	1	3,000.00	3,000.00

Coastal Fence & Irrigation is happy to provide you with a quote for your project. Please review and contact us should you have any questions or changes you would like to make to the quote.
Office: 361-550-2070
Tyson's Cell: 361-739-5455
Email: bids@coastalfenceandirrigation.com

SUBTOTAL	25,500.00
TAX	0.00
<hr/>	
TOTAL	\$25,500.00

Accepted By

Accepted Date

KRENEK FENCE CO.

P. O. BOX 753

PORT O'CONNOR, TEXAS 77982

E-mail: joeakrenek@yahoo.com

(361) 983-2948 M 920-0310

FENCE BID

Date: February 28, 2022

To: City of Port Lavaca

Re: George Street Fence and Gates

We agree to provide all materials and labor necessary to remove approximately 680' of existing chain link fencing and install new 6' tall commercial grade chain link fencing with three strands of barbwire. Included with the new fence is a 20' double drive gate and a 30' cantilever gate with a LiftMaster SL3000, 1 HP gate operator with a photo beam, and bump edge for safety and a keypad and visor transmitters for access. 110VAC power to the point of installation by others.

Total Price - - - - - \$25,900

Thank You!

Please call if you have any questions.

PO Box 4767

Victoria, TX, 77903

Phillip.johns@hotmail.com

www.southtexasfad.com

(361) 703-7060

Contact Jonathan Gomez at Jonathan@southtexasfad.com

Estimate**South Texas Fence & Deck**

For: City Of Port Lavaca Public Works
 ccastro@portlavaca.org
 628 W George St
 Port Lavaca, TX, 77979

Estimate No: 1080
 Date: 03/04/2022

Description	Quantity	Rate	Amount
Remove 754' and replace approx 731' of 6' galv commercial grade chain link with 3 strands of barbwire. Using 2 7/8 corner posts and 1 7/8 line post and 4" gate posts all to be set into concrete. Includes 1 25' cantilever gate and 1 20' double gate. Price includes the cost of materials, labor, and hauling off old materials.	1	\$33,050.00	\$33,050.00*

*Indicates non-taxable item

Subtotal \$33,050.00

Total \$33,050.00

Total \$33,050.00**Terms and Conditions**

All work completed with new material provided by South Texas Fence & Deck comes with a three year residential warranty or 5 year commercial warranty. Warranties include material defects and installation mistakes or errors. Warranty does not include natural shrinking of wood products, color fading, damages done by any storms, objects, animals or persons.

South Texas Fence & Deck is not responsible for the damage of any private lines not marked by 811. Any private lines must be marked by homeowner, general contractor or project manager prior to excavation.

**CITY OF PORT LAVACA
REQUISITION REQUEST FORM**

Section VIII. Item #18.

**PURCHASE
ORDER #**

(Assigned by Finance)

Section 1 - General Information

Requisitioned by: Wayne Shaffer Director of Public Works
(Name) (Title)

DATE: 5/3/2022

Department: Public Works

Name of Vendor Coastal Fence & Irrigation, LLC

Description of Goods/Services: Perimeter fence

G/L Acct #: 001-50410562.03

Project: Replacement of perimeter fence at public works service center phase 1

Total Amount of Purchase: 25,500

Section II - HUB Contact Documentation - FOR PURCHASES OF \$3,000 - \$49,999

In compliance with Chapter 252.0215 of the Texas Local Government Code and pages 13 & 14 of the City Purchasing Policy and Procedures manual, the department originating this purchase requisition certifies that: (Select A or B)

A) _____ The following Calhoun County Historically Underutilized Businesses were identified and contacted concerning this purchase:

HUB #1

HUB #2

B) X No applicable Calhoun County HUBs were identified from the Comptroller of Public Accounts listing; therefore, the City is exempt from HUB contact requirements for this purchase. (Attach HUB vendor search results.)

Section III - Competitive Quotation Documentation

Competitive quotations are generally required for cooperative, emergency, sole source or single source purchases, with justification/sole source documentation, and approval by Finance, per pages 13-15 of the City Purchasing Policy and Procedures.

Cooperative Purchase?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	PSA/Contract # _____
Sole Source?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Single Source?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Emergency Purchase? *	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

* If yes, City Manager authorization _____

Competitive Bid? ☐ Yes ☒ No Attach bid tabulation and Council minutes

	Quotation #1 \$1,001 - \$5,000	Quotation #2 \$5,001 - \$10,000	Quotation #3 \$10,001 - \$49,999
	PO NOT REQUIRED	\$3,000	HUB Vendor Search
Name of Company	Coastal Fence	Krenek Fence	South texas fence and deck
Telephone Number	361-550-2070	361-983-2948	361-703-7060
Contact Person	Project Manager	Joe Krenek	Jonathan Gomez
Email Address	accounting@coastalfenceandirrigation.com	joeakrenek@yahoo.com	jonathan@southtexasfad
Quotation #	2146		1080
Total Price Quoted	\$25,500	\$25,900	\$33,050

Section IV - Approvals

Department Head or Designee: [Signature]

Date: 5-3-22

To be routed for signature by Finance staff:

Finance Director: _____

Date: _____

City Manager: _____

Date: _____

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board for a variance request to the Signs Ordinance from Prosperity Bank. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: May 9, 2022

DATE: 05/03/2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PERMIT DEPARMENT

SUBJECT: Consider recommendation of the Planning Board to approve a Variance Request for the proposed Prosperity Bank sign. The variance request is for a 30 ft. high freestanding pole sign with a 100 sq. ft. surface area. This sign will be located at 1107 N SH 35 on the Prosperity Bank property.

Chapter 36 – SIGNS

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTICOOOR_CH36SI

Sec. 36-6. - On-premises signs.

(a) Freestanding signs shall be subject to the following:

- (2) The maximum allowable effective area for freestanding signs will be 60 square feet.
- (3) Multifaced signs shall have a maximum effective area of 180 square feet.
- (4) The maximum allowable height shall not exceed 20 feet.

The Prosperity Bank sign variance request is for a 30 ft. high freestanding pole sign with an approximate 130 sq. ft. surface area.

Applicant's reason for request: DIRECT HARDSHIP ON THE BUSINESS

Prosperity Bank's hardship for this location and the need for the increased height and allowed square footage on the pylon sign is due to the lack of visibility for their business due to the power lines on the property. Prosperity Bank would like to increase the height of the pylon to 30ft. overall height pylon with approximately 130 sq. ft. main-id cabinet due to the proximity of the highway and to give their customers better visibility of the location. According to the applicant, this request is similar to the Wal-Mart pylon located directly across on TX-35.

In September of 2021 the Planning Board denied the variance request made by Prosperity bank for a 75ft high freestanding sign with a 360 square foot surface area, similar to that of Whataburger. The Planning Board made this decision so as not to set precedent for future city growth.

In June of 2016 the City Council approved the Whataburger variance for the 75 ft. freestanding pole sign with a 355 sq. ft. surface area. Consideration was given to this variance, as this sign dimension was the prior Whataburger sign dimension in their former location. Therefore, it was reviewed with a legal nonconforming use intent.

In August of 2014 the City Council approved a variance for the Port Lavaca Ford Dealership requesting to place a sign that is 47.5 ft in height.

The variance request represents a sign that is 30% greater than the maximum surface area and 20% greater than the sign code maximum height. The variance request represents a sign which is comparable to that which is existing across the highway at Wal-Mart.

Staff Recommendation: Approval

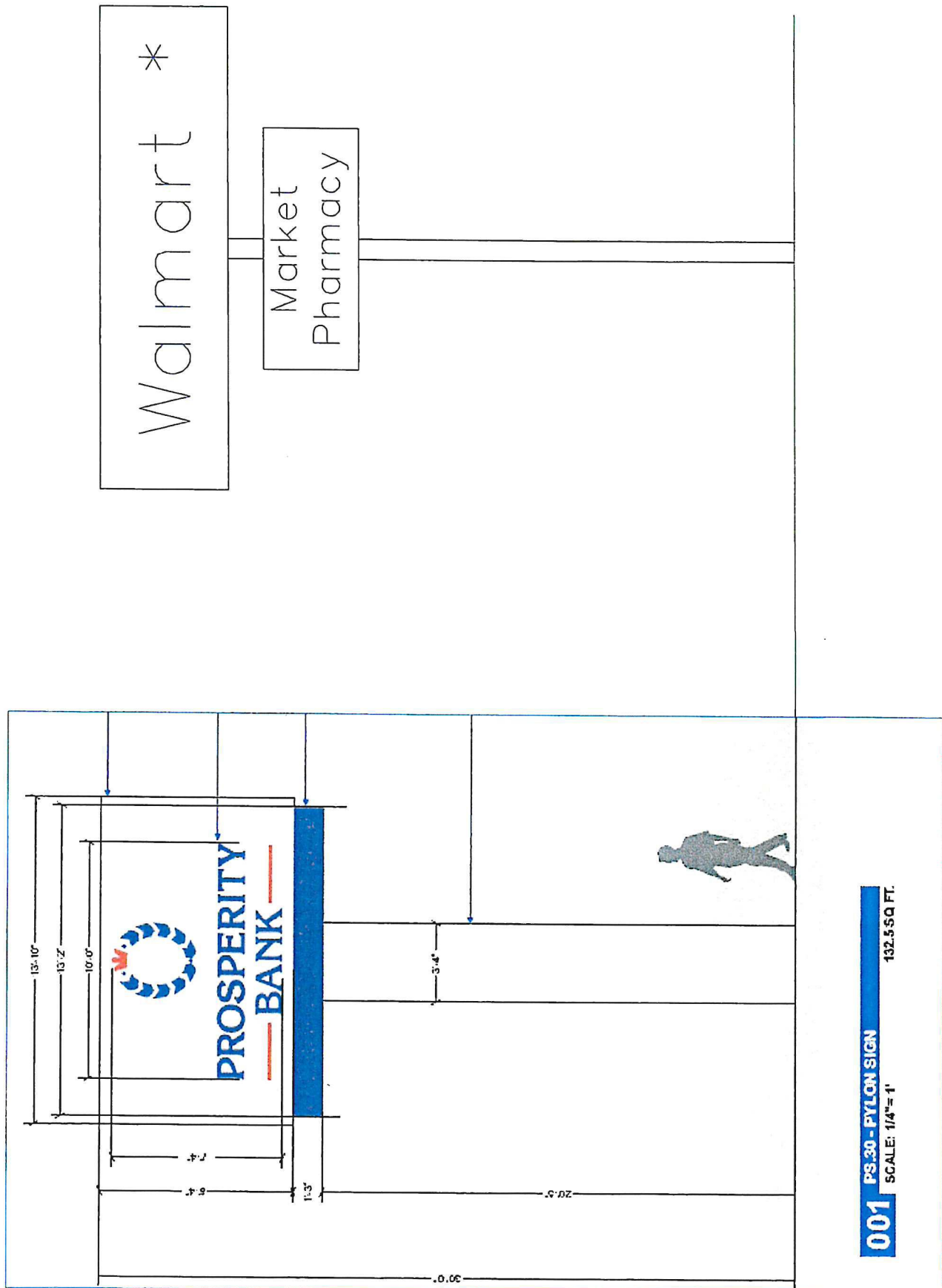
Because the proposed sign is comparable in height and area as the Wal-Mart sign across the highway, staff recommends approval of this variance request for the proposed Prosperity Bank sign, to be 30 ft in height with an approximate 130 sf surface area as shown in the attached sketch..

Planning Board Recommendation: Approval

The Planning Board discussed a 30FT height becoming the new standard for freestanding pole signs located on highway 35.

Attachments:

- Sign Variance Request – Prosperity Bank – Port Lavaca TX.PDF
- Exhibit comparing proposed sign with Wal-Mart sign



COMMUNICATION

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

INFORMATION:

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

COMMUNICATION

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

INFORMATION:

