



## CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, September 25, 2023 at 5:30 PM

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

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### PUBLIC NOTICE OF MEETING

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

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

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

### AGENDA

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

#### MEETING PROCEDURE

***Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a special and workshop meeting Monday, September 25, 2023 beginning at 5:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:***

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

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

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/84385191365?pwd=dHFqSm5DeGFKUTBwdi95VWFiOFhpQT09>

*Meeting ID:* 843 8519 1365

*Passcode:* 12736

*One Tap Mobile*

*+13462487799,,82182482989#,,, \*912619# US (Houston)*

*Dial by your location*

*+1 346 248 7799 US (Houston)*

**CITY COUNCIL SPECIAL MEETING****I. ROLL CALL****II. CALL TO ORDER****III. COMMENTS FROM THE PUBLIC**

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

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

1. Consider award of Construction Contract for the Harbor of Refuge Railroad Culvert Replacement Project. Presenter is Jody Weaver
2. Consider approval of agreements between the City of Port Lavaca and Mott McDonald and Urban Engineering for professional engineering services for application materials needed for the General Land Office's (GLO) Regional Council of Government Method of Distribution (COG MOD) Mitigation Program. Presenter is Jody Weaver
3. Consider approving the publication of substantial applications of the City's planned projects for the GLO's Regional COG MOD Mitigation Program. The intended project applications include a public improvements project at the Harbor of Refuge and flood and drainage improvements in the Corporation Ditch drainage basin project. The applications will be available on the City's website and comments may be accepted from September 25, 2023 until October 09, 2023. Presenter is Jody Weaver
4. Consider approving that following the substantial publication of the GLO's Regional COG MOD mitigation program applications, and upon completion of the 14-day comment period, the City of Port Lavaca agrees that the applications be approved for submittal. Presenter is Jody Weaver

**V. ADJOURN SPECIAL MEETING**

**CITY COUNCIL WORKSHOP****VI. CALL TO ORDER****VII. COMMENTS FROM THE PUBLIC**

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

**VIII. ITEMS FOR DISCUSSION - Council will discuss the following items**

1. Discuss edits to the Façade grant program. Presenter is Jody Weaver
2. Discuss the Redfish Retreat Service Agreement to be developed as part of the Redfish Retreat Annexation Agreement. Presenter is Jody Weaver
3. Discuss potential Economic Development Tools to incentivize home builders and developers. Presenter is Jody Weaver
4. Discuss recommendation of the Port Commission to no longer allow Live-aboards at Nautical Landings Marina. Presenter is Jody Weaver
5. Discuss proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2023-2024-01. Presenter is Jody Weaver

**IX. ADJOURN WORKSHOP**

**CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a Special and Workshop meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, September 25, 2023**, beginning at 5:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, September 22 2023**.

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**Mandy Grant**, *City Secretary*

**ADA NOTICE**

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

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# COMMUNICATION

**SUBJECT:** Consider award of Construction Contract for the Harbor of Refuge Railroad Culvert Replacement Project. Presenter is Jody Weaver

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## INFORMATION:

BID TABULATION					
CITY OF PORT LAVACA					
HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT					
U.E. JOB #E25760.00					
BID OPENING: SEPTEMBER 6, 2023					
Lester Contracting, Inc.					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
<b>GENERAL</b>					
1.	Mobilization, Insurance and Bonds (Maximum 5% of Base Bid)	1	LS	\$ 28,000.00	\$ 28,000.00
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 2,000.00	\$ 2,000.00
3.	Construction Staking	1	LS	\$ 4,000.00	\$ 4,000.00
4.	Dewatering per Section 01563	1	LS	\$ 39,000.00	\$ 39,000.00
5.	Remove and Reinstall Railroad Track as required for Culvert Installation	1	LS	\$ 26,000.00	\$ 26,000.00
6.	Install new Railroad Tie (as directed by the Engineer)	10	EA	\$ 450.00	\$ 4,500.00
7.	Foundation Stone (3" x 5" Limestone, as directed by the Engineer)	250	TONS	\$ 75.00	\$ 18,750.00
8.	Storm Sewer (96" Polymer Coated, Galvanized Corrugated Metal Pipe)	200	LF	\$ 2,650.00	\$ 530,000.00
9.	Limestone Rip Rap (UPRR Class II)	600	TONS	\$ 160.00	\$ 96,000.00
10.	Trench Excavation Protection (Storm Sewer) (> 5' Cut)	200	LF	\$ 8.00	\$ 1,600.00
<b>TOTAL BASE BID</b>					<b>\$ 749,850.00</b>
<b>ALTERNATE BID NO. 1</b>					
A1.	Modify Pipe Specification (96" 12 ga, Helical Lock Seam, Polymer Coated Corrugated Metal Pipe)	200	LF	\$ (550.00)	\$ (110,000.00)
<b>TOTAL ALTERNATE BID NO. 1</b>					<b>\$ (110,000.00)</b>
<b>TOTAL BASE BID + ALTERNATE BID NO. 1</b>					<b>\$ 639,850.00</b>
<b>CALENDAR DAYS TO SUBSTANTIAL COMPLETION</b>					<b>140</b>

# COMMUNICATION

**SUBJECT:** Consider approval of agreements between the City of Port Lavaca and Mott McDonald and Urban Engineering for professional engineering services for application materials needed for the General Land Office's (GLO) Regional Council of Government Method of Distribution (COG MOD) Mitigation Program. Presenter is Jody Weaver

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## INFORMATION:



Ms. Joanna “Jody” Weaver  
Interim City Manager  
City of Port Lavaca

### **Proposal for CDBG-MIT Grant Assistance**

September 22, 2023

Mott MacDonald  
110 Wild Basin Dr  
Suite 100  
Austin  
TX 78746

T (512) 342 9516  
mottmac.com

Ms. Weaver

Mott MacDonald, LLC (MM) is pleased to submit this agreement letter to provide professional engineering services to the City of Port Lavaca (the City). MM understands that the City needs technical information in order to submit grant applications to the Texas General Land Office for grant funding under the GLO Disaster Recovery Mitigation Program. MM will collaborate and support the City to develop a strategy to address funding resources and provide necessary engineering data and documentation until the grant application process is completed for the City of Port Lavaca Corporation Ditch Drainage Enhancement.

If the grant is successfully awarded, Mott MacDonald will negotiate an agreement with the City of Port Lavaca to provide professional engineering services to design this project.

### **Corporation Ditch Drainage Enhancement.**

MM will render the following services in connection with the grant application for the proposed shoreline protection project, called “Corporation Ditch Drainage Enhancement”, under the Coastal Resiliency Program and for the proposed stormwater ditch-drainage project and shoreline stabilization and protection also under the CDBG-MIT Competitive program. Services to be provided include, but are not limited to:

- Review available data relevant to the project.
- Compile, analyze and prepare technical data to meet the grant application needs.
- Work with City staff to identify and prioritize goals and priorities for the project.
- Provide engineering support documentation, including location maps, diagrams and similar technical documentation requested by the grant administrator focused on the Corporation Ditch Drainage Enhancement.
- Provide a detailed project budget, signed by a professional engineer.



- Review the draft application and provide QA/QC reviews to the application.
- Attend telephone calls or meetings to assist City staff and the grant administrator in developing and finalizing the grant application.
- Review and approve the final documents and technical information in the final version of the grant application.

**The estimated fee for these services are:**

**Grant Application, Corporation Ditch Drainage Enhancement Project: .....\$10,000**

If the City agrees with these statements for the grant application needs, please sign and return a copy of this agreement. Please contact Josh Carter at 504-383-9785 or [joshua.carter@mottmac.com](mailto:joshua.carter@mottmac.com) if you have any questions or would like to discuss this proposal.

Thank you for the opportunity

A handwritten signature in black ink, appearing to read 'Josh Carter', written over the printed name and title.

Josh Carter, PE, D.CE  
Vice President  
504-383-9785  
512-289-3857  
[joshua.carter@mottmac.com](mailto:joshua.carter@mottmac.com)

## General Terms and Conditions for Clients

**Article 1 - Implementation of the Purchase Order:** The City of Port Lavaca ("Client") hereby engages Mott MacDonald ("Consultant") and Consultant agrees, in accordance with the terms of Consultant's Proposal dated September 22, 2023 (hereinafter "the Proposal") and these General Terms and Conditions (hereinafter collectively referred to as "the Agreement") to perform professional consulting services ("Services") as specified herein.

**Article 2 - Standard of Care** Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional engineers providing the same or similar services in the same geographic locality. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall be responsible for the safety of its own employees and those of its subcontractors, but shall not be responsible for safety of others on any project site.

### **Article 3 - Payment**

- 3.1 Consultant may invoice the Client in accordance with the method set forth in Consultant's Proposal. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within thirty (30) days of the date of the invoice.
- 3.2 If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.
- 3.3 In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the then prime rate of Consultant's bank plus 1 1/2% per annum, or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received.

**Article 4 - Warranties** CONSULTANTS SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY.

### **Article 5 - Plans, Specifications and Designs**

- 5.1 Reports and other services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.
- 5.2 If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall be entitled to make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

### **Article 6 - Reports and Deliverables**

- 6.1 Upon receipt of final payment any reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyrights to the Client to construct the Project.
- 6.2 Reports, deliverables, or memoranda issued to Client or otherwise resulting from any assignment hereunder are not to be used in whole or in part outside of Client's organization or provided to third parties (including but not limited to being used or provided in connection with any sale or offering for sale of securities, including without limitation stock, bonds, notes or any other instruments or transactions which call for investments, loans or other transfers of money) without the prior written approval of Consultant.

**Article 7 - Extra Services** The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.

### **Article 8 - Confidential Information**

- 8.1 Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse affect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.
- 8.2 Confidential information shall not include any information which (a) was at the time of disclosure by the originating party (hereinafter the "Disclosing Party:") to the party to whom the Disclosing Party intended it (hereinafter the "Receiving Party" or thereafter became part of the public domain through no act or omission of the receiving party; or (b) became available to the Receiving Party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Receiving Party; or (c) was known to the Receiving Party at the time of disclosure thereof by the Disclosing Party; or (d) was required to be disclosed by law.

**Article 9 - Insurance**

- 9.1 Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers compensation-statutory; commercial general liability \$1million per occurrence/aggregate; automobile liability \$1 million per occurrence/aggregate; professional errors and omissions \$1 million per claim/aggregate.
- 9.2 During the period in which the Services are being performed, the Client shall at its own expense obtain and maintain insurance to limits which are customary for a project of the nature of the Project, including, but not limited to, fire and extended coverage, all risks insurance against physical loss or damage to property included in the Project, general comprehensive liability insurance and automobile insurance. Consultant shall be an additional named insured in the policies maintained by the Client for the Project.

**Article 10 - Limitation of Liability and Waiver of Damages**

Notwithstanding anything else to the contrary herein, the liability of Consultant to Client under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the lesser of: (a) the amount of service fees actually paid to Consultant under this Agreement; or (b) the sum of \$1,000,000.00. In addition, Client and Consultant hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services to be performed under this Agreement.

**Article 11 – Indemnifications**

Each Party hereby agrees to indemnify and hold harmless the other party against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligence, gross negligence or wrongful misconduct of the indemnifying Party. This obligation shall include, without limitation, all claims and liens by any and all of indemnifying Party's contractors, agents and employees. In addition, the indemnifying Party shall pay any and all attorneys' fees, expenses, and costs incurred by the other Party which relate to the enforcement of the indemnity conditions and obligations of the indemnifying Party, including without limitation the additional insured protection and other insurance obligations of indemnifying Party, under the Agreement.

**Article 12 - Termination**

- 12.1 Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.
- 12.2 Either party shall be entitled to terminate this Agreement on 15 days written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of written notice of such default.

**Article 13 - Force Majeure**

If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such Party so impacted shall be relieved of its obligations herein. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars in respect thereof. Any party so impacted shall also be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.

**Article 14 – Notice**

Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the Consultant's Proposal. Notice given by facsimile transmission or telex shall be deemed to have been given on the day of transmittal, if transmitted during normal business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

**Article 15 - General**

- 15.1 This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement.
- 15.2 Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques of construction contractors or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the state of the location of the project defined in the Proposal. Before submitting a dispute to the courts, the parties agree to submit such dispute to senior management to attempt to resolve the dispute. Unless otherwise prohibited by law, Client and Consultant waive their right to a jury trial in any litigation resulting from this Agreement.
- 15.4 Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.
- 15.5 No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.
- 15.6 The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.
- 15.7 CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising fir

making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of agreement meeting ENGINEER's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

15.8 The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of Five (5) years), 10, 14 and 15.7 shall survive the suspension or termination of this Agreement.

CLIENT

MOTT MACDONALD, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_



Josh Carter, PE, Vice President

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Print or Type Name and Title

Dated: \_\_\_\_\_

Dated: 9/22/2023



**LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF PORT LAVACA  
AND  
URBAN ENGINEERING**

**THIS AGREEMENT ENTERED INTO** by and between the City of Port Lavaca, (hereinafter called the "**CITY**"), acting herein by JoAnna P. Weaver, City Manager & City Engineer, hereunto duly authorized, and Urban Engineering, acting herein by Matt A. Glaze, P.E., Vice President, (hereinafter called "**Engineer**").

**WHEREAS**, the CITY, per Resolution No. R-091123-1, selected Urban Engineering to render assistance and services in connection with grant development for the City of Port Lavaca Harbor of Refuge Shoreline Restoration project under the Texas General Land Office Community Development Block Grant – Mitigation (CDBG-MIT) Program.

**WHEREAS**, the Engineer will be responsible for providing general grant development services including preparation of maps, budget justifications and other required data for submission of an application to the Texas General Land Office under the CDBG-MIT Program.

**NOW THEREFORE**, the parties do mutually agree as follows:

1. Compensation and Method of Payment. For services rendered by the Engineer and based upon the award following the Request for Qualifications (RFQ) selection by the CITY, the Engineer's fee for application services is **\$2,000.00**. A contract post-application is forthcoming.
2. Services. Services include but are not limited to preparing maps, table 2, budget justifications, developing project narrative and working with project grant consultant to develop the project for packaging and submission of the application to the Texas General Land Office.
3. Time of Performance. The services of the Engineer shall commence upon approval of this agreement and shall terminate upon submission and completion of an application to the Texas General Land Office.

**IN WITNESS**, whereof, the CITY and Engineer have executed this agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Port Lavaca

Urban Engineering  
TREF# F-160

\_\_\_\_\_  
JoAnna P. Weaver, P.E.  
City Manager & City Engineer

\_\_\_\_\_  
Matt A. Glaze, P.E.  
Vice President

## COMMUNICATION

**SUBJECT:** Consider approving the publication of substantial applications of the City's planned projects for the GLO's Regional COG MOD Mitigation Program. The intended project applications include a public improvements project at the Harbor of Refuge and flood and drainage improvements in the Corporation Ditch drainage basin project. The applications will be available on the City's website and comments may be accepted from September 25, 2023 until October 09, 2023. Presenter is Jody Weaver

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## INFORMATION:

## 1. INTRODUCTION

The City of Port Lavaca would like to apply for funding associated with public infrastructure and flood mitigation measures within the Corporation Drainage System. Corporation Drainage System is the primary drainage feature for the City of Port Lavaca, Texas. Throughout the years, this area of the City has experienced street and building flooding during more frequent larger storm events. This scope-of-work outlines the recommended improvements to the Corporation Drainage System to reduce the risk of flooding of roadways and properties that drain in the Corporation Drainage System.



The City is requesting funding to mitigate flood and storm impacts through construction of a new stormwater pond facility, and enhancements to the concrete and grass/overgrown ditch. The funding would be used for data collection, design, permitting, preparation of construction documents. This proposed infrastructure project is expected to help mitigate flooding in the drainage basin. The project will be one of the main actions needed to mitigate the flooding risks of low-income communities in Port Lavaca. Additionally, the design of stormwater pond facility will enhance water quality and remove pollutions from the more urbanized area before ultimately draining into the bay.



## 2. Existing Conditions

The Corporation Drainage System begins near Texas 35, where runoff is collected in the drainage inlets along Half League Road and piped into the concrete section of Corporation Ditch. The concrete ditch flows south between Main Street and Austin Street. South of Austin Street, Corporation Ditch is comprised of areas with grass and overgrown vegetation. The ditch drains south crossing Virginia Street and railroad tracks before ultimately discharging into Lavaca Bay. **Photo 2.1, 2.2, 2.3, and 2.4** shows the Half League Road, existing concrete ditch, grassed ditch, and the overgrown ditch. The total drainage basin for the Corporation Drainage System is approximately 645 acres (See Figure 1.1).

**Photo 2.1 Half League Road with inlets and underground storm pipes**



**Photo 2.2 Section of Concrete Corporation Ditch**



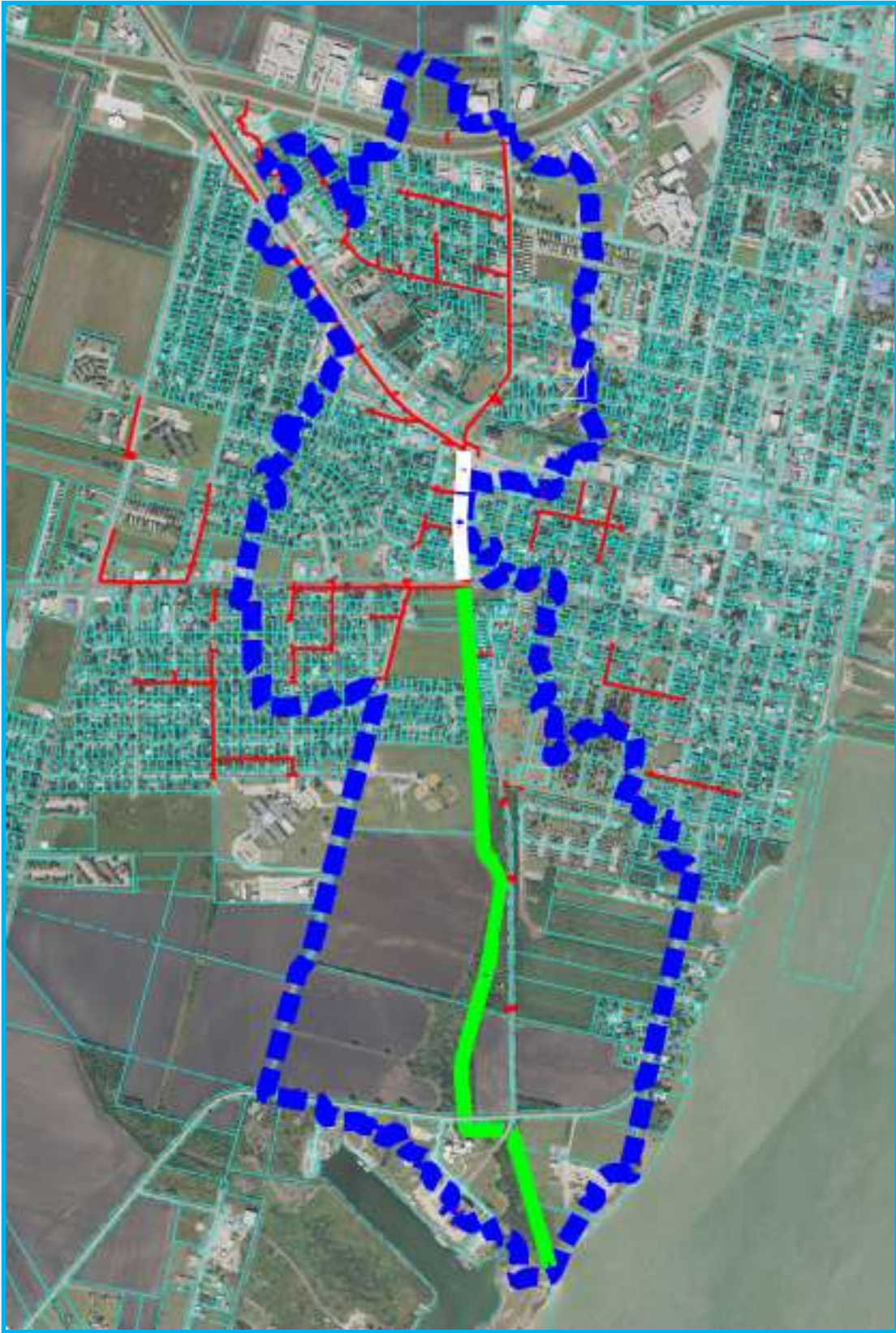
**Photo 2.3 Section of Grassed Corporation Ditch**





**Photo 2.4 Section of Overgrown Corporation Ditch**





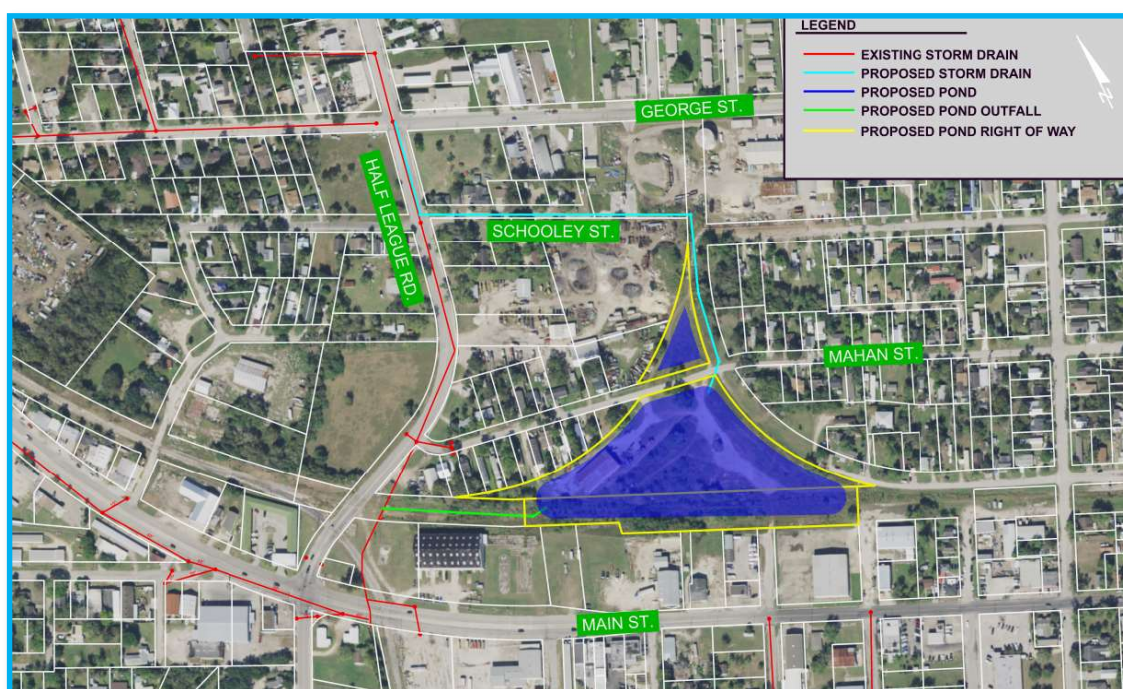


### 3. Proposed Improvements

The proposed improvements to the Corporation Drainage System will help reduce flooding of streets and properties. These improvements will include the following items:

1. **Construction of a new stormwater pond facility** will include some upgrades to the existing stormdrain system on half League and a new stormwater pond to treat and attenuate runoff. Currently, the proposed pond site is owned by the railroad, which is not utilized for railroad operations. The City would need to acquire the property from the railroad. Figure 3.1 depicts the proposed stormwater pond and stormdrain improvements.

**Figure 3.1 Proposed Stormwater Pond and drainage improvements.**

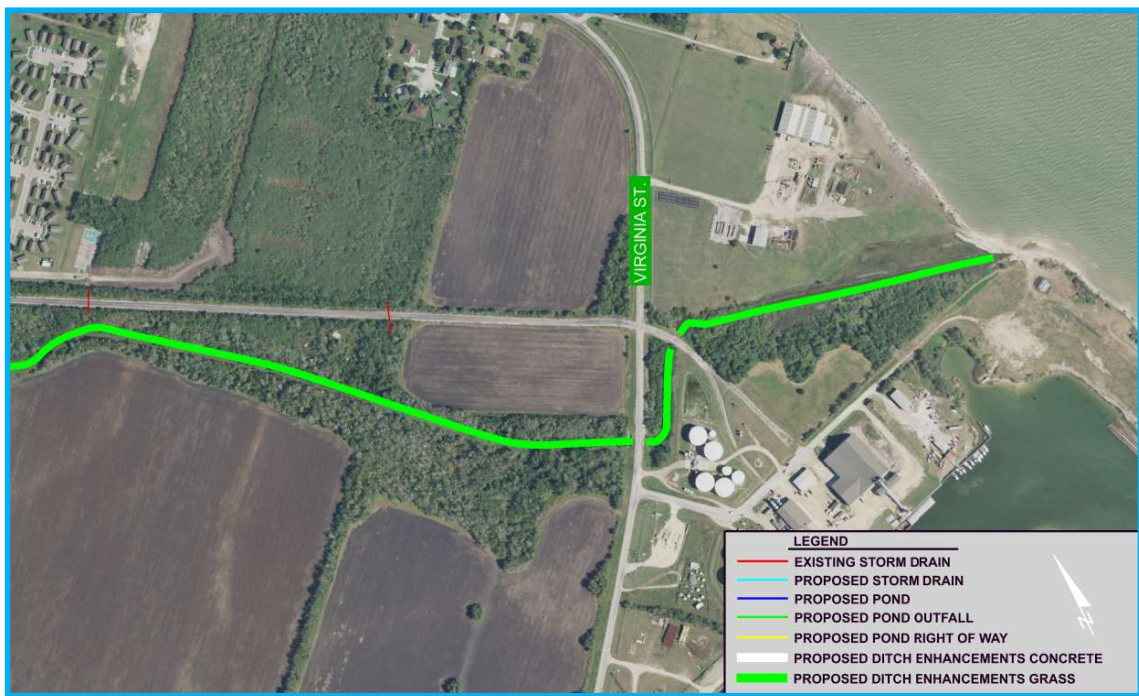


2. **Enhancement of the concrete ditch** will include replacement of the existing concrete ditch from Main Street to Austin Street. No additional right of way is proposed for these improvements.
3. **Enhancement of the grass/overgrown ditch** will include standardizing the ditch geometry, regrading of the ditch, and removal of overgrown vegetation. No additional right of way is proposed for these improvements. However, permitting may be required for land clearing or other impacts. Figure 3.2 and 3.3 depicts the location of the proposed concrete ditch enhancements.

Figure 3.2 Proposed concrete ditch enhancements.



Figure 3.3 Proposed grass/overgrown ditch enhancements.





An estimated construction cost was prepared for the proposed improvements to Corporation Drainage System. The construction cost estimate was \$6,988,000.00 which includes labor/material cost and right of way cost for the pond. Table 3.1 estimated construction cost for these improvements.

**Table 3.1 Construction Cost Estimate**

Material/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Mobilization and Demobilization	\$628,320	LS	1	\$628,320		\$628,320.00
Traffic Control	\$177,990	LS	1	\$177,990		\$177,990.00
Erosion Control	\$89,000	LS	1	\$89,000		\$89,000.00
Clear and Grubbing	\$20,000	AC	8	\$160,000		\$160,000.00
Earthwork	\$18	CY	65000	\$1,170,000		\$1,170,000.00
Subgrade	\$8	SY	1830	\$14,640		\$14,640.00
Base (10")	\$30	SY	1610	\$48,300		\$48,300.00
Asphalt 2.75"	\$250	TN	240	\$60,000		\$60,000.00
Corporation Ditch Enhancements	\$50	SY	45540	\$2,277,000		\$2,277,000.00
Corporation Ditch Concrete Enhancements	\$100	SY	3340	\$334,000		\$334,000.00
HPDE 36-inch Storm Pipe	\$230	LF	500	\$115,000		\$115,000.00
HPDE 48-inch Storm Pipe	\$280	LF	310	\$86,800		\$86,800.00
HPDE 60-inch Storm Pipe	\$400	LF	2720	\$1,088,000		\$1,088,000.00
Manhole Junction Box (Small)	\$15,000	EA	1	\$15,000		\$15,000.00
Manhole Junction Box (Large)	\$30,00	EA	6	\$180,000		\$180,000.00
Pond Outfall Structure	\$25,000	EA	1	\$25,000		\$25,000.00
Endwall Dbl. 60"	\$40,000	EA	1	\$40,000		\$40,000.00
Chainlink Fence (6' High)	\$50	LF	2845	\$142,250		\$142,250.00
Fence 6' High Gate (DBL, 12' Total)	\$3,000	EA	1	\$3,000		\$3,000.00
Pond Right of way Acquisition (Railroad Parcel ID 38326, 4.81 acres)	\$96,200	LS	1		\$96,200	\$96,200.00
Pond Right of way Acquisition (Railroad Parcel ID NA, 2.34 acres)	\$46,800	LS	1		\$46,800	\$46,800.00
Pond Sod	\$7	SY	16400	\$114,800		\$114,800.00
Seeding Pond Bottom	\$2	SY	19200	\$38,400		\$38,400.00
Driveways (Concrete)	\$185	SY	100	\$18,500		\$18,500.00
Traffic Signs and Pole	\$1,000	EA	4	\$4,000		\$4,000.00
As-Builts	\$15,000	LS	1	\$15,000		\$15,000.00
<b>Total Estimated Construction Cost =</b>						<b>\$6,988,000.00</b>

#### 4. Project Scope of Work

The project scope of work details the engineering and construction task necessary for completion of the project. These tasks will include data collection, design and construction documentation, permitting and coordination, Construction Administration, and Construction. The following details the scope of work for this project:

Project scope of work:

Phase 1 Development of Engineering Design and Regulatory Approval (Engineer):

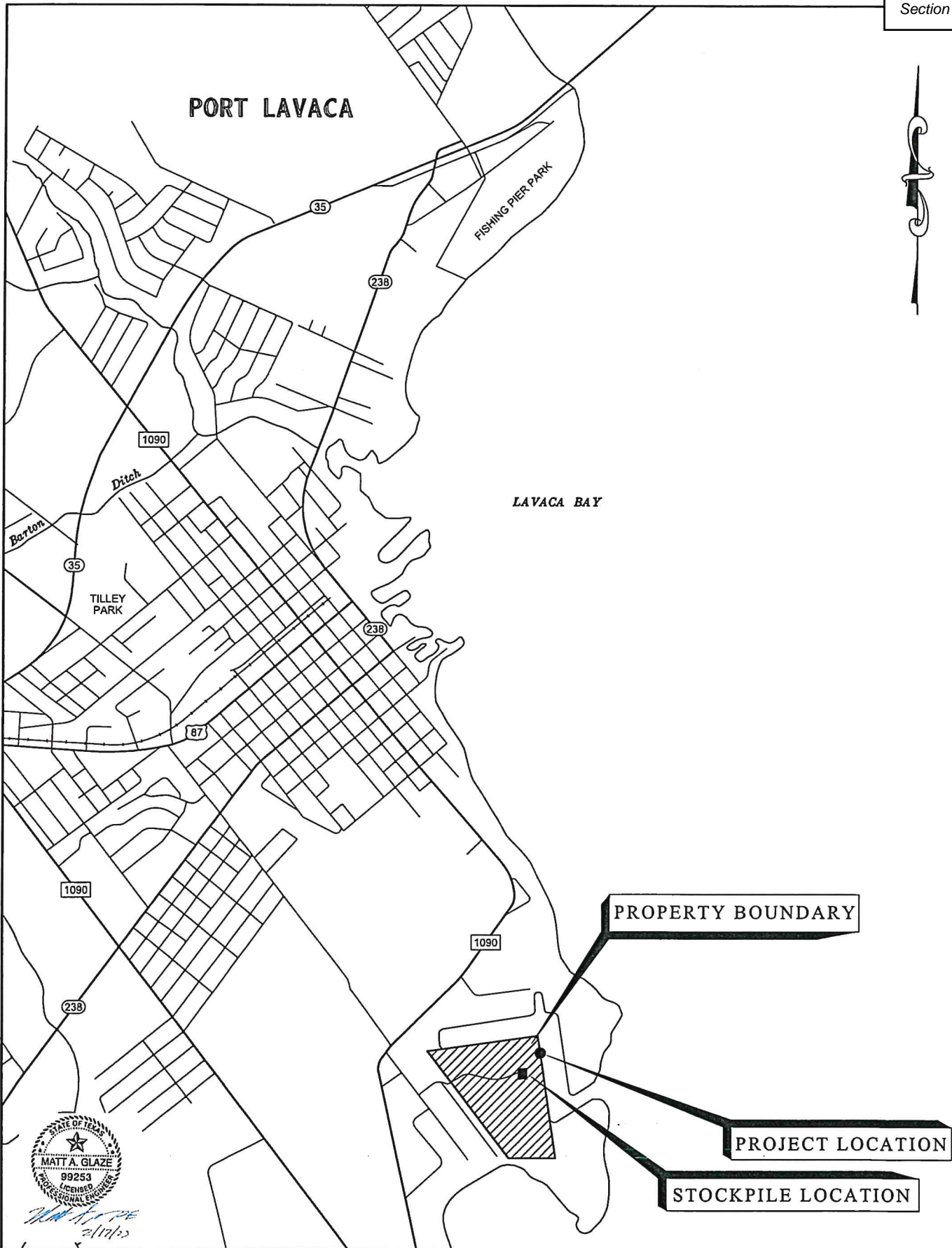
1. Data Collection
  - a. Topographic Survey
  - b. Geotechnical
  - c. Cultural Resources Investigation
  - d. Environmental Investigation
2. Design and Construction Documentation (Engineer):
  - a. Design of the stormdrain, pond, and ditch improvements
  - b. Develop Construction documents (30%. 60%. 90%, 100%)
3. Permitting and Coordination
  - a. Permit with City, State, and Federal Agencies.
  - b. Coordinate with Utility Owners on any possible utility impacts.

Phase 2 Construction Administration (work for Engineer)

1. Bidding phase services – assist with acquisition of a construction contractor.
2. Construction Phase services – provide construction administration and inspection to review construction with compliance with the project contract documents.
3. Construction close out – review as-builts and construction completion documentation

Construction (work for Construction Contractor)

1. Mobilization to the project site
2. Construct stormwater pond and drainage system upgrades
3. Construct enhancements to the concrete and grassed ditch
7. Final completion surveying for As-built
8. Project close-out



*[Signature]*  
2/10/23

DATE 02/10/23  
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# CoPL HARBOR OF REFUGE BOAT SLIP RESTORATION 2

GENERAL LOCATION MAP



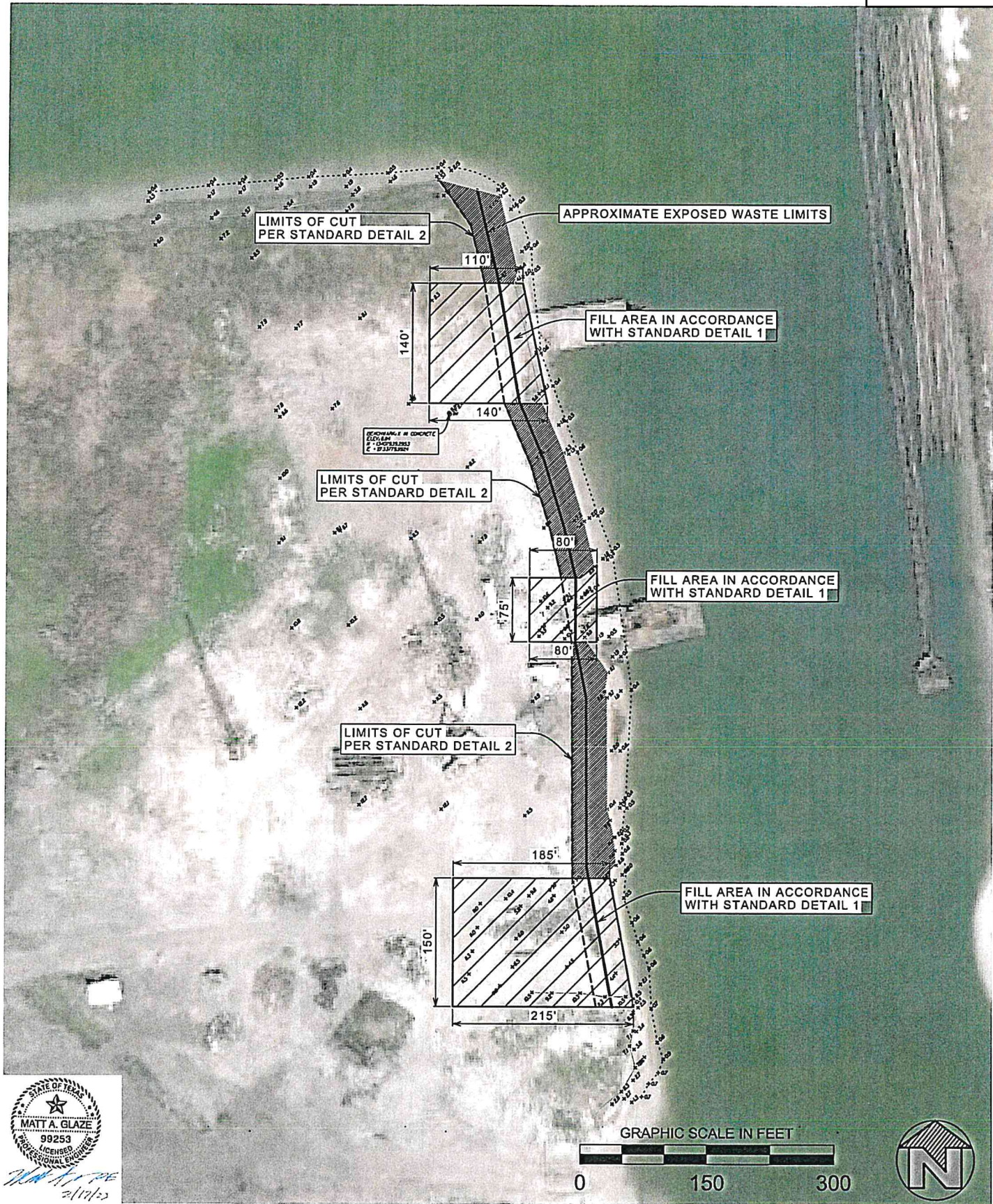
2004 N. Commerce, Victoria, Texas 77901 • 361  
urbanvictoria.com • TREF# F-160





**CoPL HARBOR OF REFUGE  
BOAT SLIP RESTORATION 2**  
SITE LAYOUT





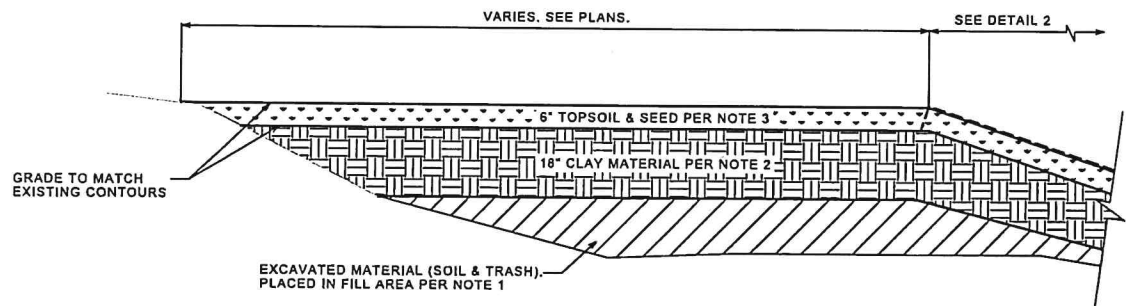
© 2021 URBAN ENGINEERING  
DATE 02/10/23

**CoPL HARBOR OF REFUGE  
BOAT SLIP RESTORATION 2**  
RESTORATION PLAN

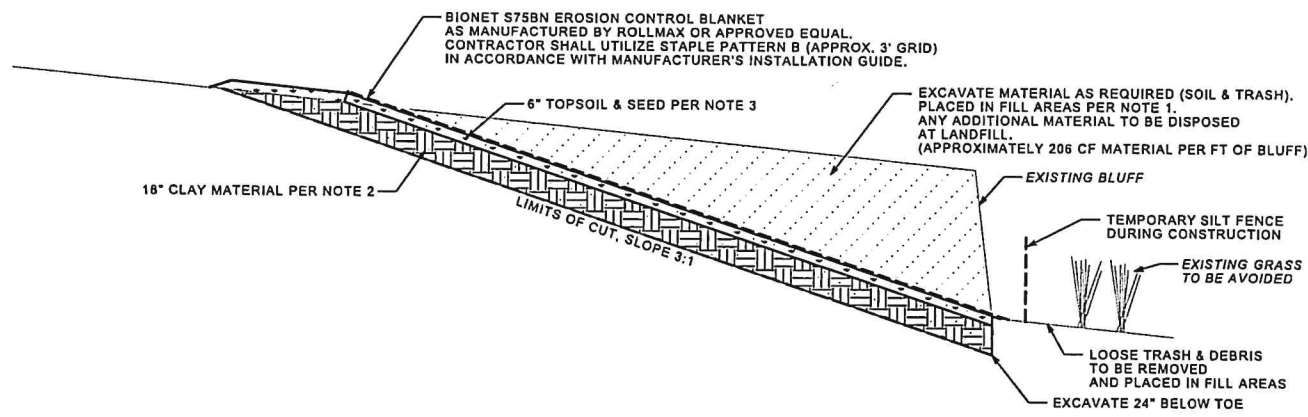


GENERAL NOTES

- 1. EXCAVATED MATERIAL & MATERIAL CUT FROM BLUFF SHALL BE PLACED BACK IN THE EXCAVATION UNTIL ORIGINAL ELEVATION IS RESTORED.
- 2. 18" THICK COVER SHALL BE CLAYEY SOIL. CLASSIFICATION SAND CLAYEY (SC) OR LOW PLASTICITY CLAYEY (CL). FILL MATERIAL SHALL BE PLACED IN 6" LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (ASTM D698) AT  $\pm 2\%$  OF OPTIMUM MOISTURE.
- 3. 6" THICK COVER SHALL BE SUITABLE TOPSOIL THAT IS CAPABLE OF SUSTAINING NATIVE PLANT GROWTH. TOPSOIL SHALL BE SEEDED IMMEDIATELY FOLLOWING THE APPLICATION OF FINAL COVER. SEED MIXTURE SHALL BE TxDOT SEED MIX FOR CLAY SOILS IN THE YOAKUM DISTRICT.
- 4. FILL MATERIAL SHALL BE GRADED TO MATCH ADJACENT CONTOURS. MAXIMUM SLOPE SHALL BE 3:1.



1 PROPOSED FILL CROSS SECTION DETAIL



2 PROPOSED SHORELINE REGRADE CROSS SECTION DETAIL



*MAG*  
2/17/22

## COMMUNICATION

**SUBJECT:** Consider approving that following the substantial publication of the GLO's Regional COG MOD mitigation program applications, and upon completion of the 14-day comment period, the City of Porta Lavaca agrees that the applications be approved for submittal.  
Presenter is Jody Weaver

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## INFORMATION:





# COMMUNICATION

SUBJECT: Discuss edits to the Façade grant program. Presenter is Jody Weaver

---

## INFORMATION:

# PORT LAVACA **PRIDE** INCENTIVE *Grant* PROGRAM

## Section 1. Sponsor

City of Port Lavaca General Fund

## Section 2. Purpose

The purpose of this Program is to enhance the economic vitality of the City of Port Lavaca by encouraging visually appealing physical improvements to local business establishments.

## Section 3. Grant Type

Grants provided are **Reimbursement Grants**, such grants being a cash match for funds disbursed by an Applicant, and are in the amounts not to exceed those provided under Section 6, “Type of Grants” below. In-kind contributions may not be used as a part or whole of an Applicant’s match. Only Applicant’s cash expenditures for the specific proposed project may be used as a grant match.

## Section 4. Funding Cycle

Funding cycles shall be October 1 through September 30. For each funding cycle, City of Port Lavaca shall designate an amount of funding for that cycle. Each fiscal year the City appropriates a specific amount of funding for the grant program. Upon depletion of those funds, City of Port Lavaca will be under no obligation to fund additional grants. Likewise, City of Port Lavaca is under no obligation to establish future cycles.

## Section 5. Eligibility

- 1) Any new or existing business within the Port Lavaca City Limits that has frontage facing Highway 35, Main Street, Austin Street, Commerce, ~~or~~ Broadway, or Virginia Street from Main Street to SH 35.
- 2) Business facilities also serving as a residence are not eligible (unless located in a Mixed-Use Zone).
- 3) Business facilities and/or properties which have outstanding financial obligations to the City of Port Lavaca, such as liens, court fines, city utility bills, or delinquent property taxes are not eligible.
- 4) Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Port Lavaca are not eligible.
- 5) Business facilities that are not in full compliance with the requirements of Chapter 20 - Environmental and Health and Chapter 36 – Signs are not eligible unless completion of the applied for project will bring them into full compliance.
- 6) Business facilities located within the Historical District as defined by City Ordinance #S-5-81, being Blocks 8,9, and 24, Original Townsite of Port Lavaca and Blocks 3,4, and 5 of the Georgetown Addition to the City of Port Lavaca.

## Section 6. Type of Grants

- **FAÇADE IMPROVEMENT:** Improvements to storefronts, including, but not limited to, items such as painting, reconstruction and remodeling.

**Up to a 50% matching grant with maximum of \$10,000**

- **SIGN IMPROVEMENTS:** New signs, and renovation or removal of existing signs.

**Up to a 50% matching grant with maximum of \$5,000**

- **PROPERTY IMPROVEMENT:** Items such as landscaping (if in compliance with Section 42-161 of the City Code of Ordinances), Dumpster Screening in compliance with Section 42-162 of the City Code of Ordinances, lighting, sidewalk and driveway improvements, and parking lot improvements.

**Up to a 50% matching grant with maximum of \$10,000**

- **DEMOLITION:** Demolition of abandoned signs and structures.

**Up to a 50% matching grant with maximum of \$10,000**

## Section 7. Guidelines

- 1) Proof of ownership will be required of Applicants operating a business in an owned facility or owners of a business facility.
- 2) An Applicant operating in a leased facility must apply jointly with property owner. Copies of a lease agreement and proof of ownership will be required.
- 3) Grant funding will be limited to one (1) grant to any one (1) Applicant during a calendar year.
- 4) Improvements shall be made in accordance with project drawings, specifications, and/or information provided in the application, such having been approved by City of Port Lavaca. Failure to do so will render the Applicant ineligible to receive grant funding. Any modifications must first receive the written approval of CITY OF PORT LAVACA or its designee. Failure to do so will likewise render the Applicant ineligible for grant funding.
- 5) Applicant is obligated to obtain all applicable permits related to the improvement project. Failure to do so will render the Applicant ineligible for grant funding.
- 6) The improvements, as presented in the application, must be completed in their entirety. Incomplete improvements will render the Applicant ineligible for grant funding.
- 7) Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of CITY OF PORT LAVACA shall have the right of access to inspect the work in progress.
- 8) Improvements may not commence prior to having received written approval for a grant from City of Port Lavaca.
- 9) In order to be eligible to receive the grant funding, improvements must be completed within six (6) months of receiving grant approval from City of Port Lavaca. If the applicant anticipates additional time will be needed, the proposed time frame shall be included in the application. If a grantee determines that additional time is needed, a written request for a time

extension shall be submitted to the City for consideration of approval. If approval is not granted, the original completion date will stand to meet eligibility for reimbursement.

- 10) All landscaping installed in the scope of the project must **comply with the requirements of Section 42-161 of the City Code of Ordinances.** ~~be irrigated and maintained or warranted by the Applicant for a minimum of one (1) year from the date of installation.~~
  - a) If landscaping is considered as part of the grant request, an underground irrigation system shall be employed and said landscaping shall be irrigated and maintained. Trees, plants shrubs, or ground cover, as approved in the grant proposal, shall be replaced if they become diseased, damaged, or die.
- 11) All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.
- 12) Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Program.

## Section 8. Application & Approval

- 1) Applications must be made on a form provided by City of Port Lavaca and may be obtained at the City of Port Lavaca's Community and Economic Development Department, 202 North Virginia, Port Lavaca, Texas 77979.
- 2) Applications will be considered on a first come first serve basis.
- 3) One (1) original and one (1) copy of an application must be submitted.
- 4) City of Port Lavaca reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- 5) Applicants will be notified in writing of City of Port Lavaca's approval or disapproval of an application.
- 6) City of Port Lavaca may award Applicant a grant with certain provisions, conditions, or other requirements as it may from time to time deem appropriate.
- 7) City of Port Lavaca reserves unto itself the absolute right of discretion in deciding whether or not to approve a grant, in whole or in part, relative to this application. The Applicant accepts that any and all decisions relating to the award of grant funds involves subjective judgments on the part of the decision-making entity, related to the aesthetics of the proposed project and the granting of award funds for said project.
- 8) City of Port Lavaca reserves the right to waive any requirement(s) herein contained, and/or add any requirements it deems appropriate in making its determination of approval or disapproval of a grant application.
- 9) Application shall include photos of the existing condition to be improved.

## Section 9. Evaluation Criteria Standards

The following factors shall be considered in determining whether or not to award a grant:

**Visual Impact:** Improvement in the attractiveness of the location and the level of blight or deterioration removed; Paint color/sign chosen are tasteful and consistent with surrounding businesses; Paint chips/sign material/landscaping materials are submitted with application and final project reflects what was submitted and approved; Level of improvement impact on overall appearance of facility; Productive life of improvements.

**Economic Impact:** Amount of additional funding expended by business; Appropriateness of business to overall economic development in the surrounding area; Traffic level of roadways adjacent to improvement; Mitigation of health and safety issues; Reuse of vacant or underutilized property.

## Section 10. Funding

- 1) Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with these guidelines and following an on-site inspection of the improvements.
- 2) City of Port Lavaca shall be granted the right to inspect the improvement work in progress and upon completion
- 3) Applicant shall provide City of Port Lavaca with written notification of project completion. Such notification shall include a letter signed by the Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments have been made for all labor and materials involved in the project. Also included in such notification shall be such documentation, such as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items City of Port Lavaca may reasonable deem necessary for determining the successful completion of the project.
- 4) Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of City of Port Lavaca to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of City of Port Lavaca's approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- 5) In order to receive approval of a reimbursement, all projects should be completed by September 30 of the budget year in which the grant was approved.

## Section 11. Project Review

City of Port Lavaca Staff will review all applications and shall forward complete applications on to the **Economic Development Committee for comment. The City Manager shall approve or disapprove all applications. Applicants may appeal the City Manager's decision to the City Council upon request.**

## Section 12. Amendment

The City of Port Lavaca City Council reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.

## Section 13. Notice

THE PROVISION OR DELIVERY OF THESE GUIDELINES AND CRITERIA TO AN INTERESTED PARTY DOES NOT CONSTITUTE AN OFFER OF AN IMPROVEMENT GRANT TO THAT PARTY.

1. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT LIMIT THE DISCRETION OF CITY OF PORT LAVACA TO DECIDE WHETHER TO PROVIDE OR NOT PROVIDE A GRANT TO AN APPLICANT, WHICH ABSOLUTE RIGHT OF DISCRETION CITY OF PORT LAVACA RESERVES UNTO ITSELF, WHETHER OR NOT SUCH DISCRETION MAY BE DEEMED ARBITRARY OR WITHOUT BASIS IN FACT.
2. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT CREATE ANY PROPERTY, CONTRACT, OR OTHER LEGAL RIGHTS IN ANY PERSON TO HAVE CITY OF PORT LAVACA PROVIDE GRANT FUNDING.
3. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS ASSISTANCE GRANT PROGRAM. IF ANY PROVISION OF THIS PROGRAM SHALL BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS PROGRAM SHALL NOT BE AFFECTED THEREBY.
4. CITY OF PORT LAVACA, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, CITY OF PORT LAVACA, ITS EMPLOYEE'S, AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED, OR HAS RECEIVED ACTUAL GRANT FUNDING.

*Please note:*

*Please review the Port Lavaca Pride Incentive Grant Program Guidelines and Criteria prior to the submission of a grant application.*

1. *Submit the original and one (1) copy of the completed application.*
2. *All parties having an ownership in the business or facility must be parties to this application.*
3. *Applications must be submitted jointly by both the lessee and the lessor for businesses operating in leased facilities.*
4. *Applications must contain a minimum of two (2) cost estimates from qualified contractors and/or suppliers.*
5. *Application may be submitted to and additional information obtained from:*

**CITY OF PORT LAVACA**  
**Port Lavaca Pride Incentive Grant Program**  
**202 North Virginia**  
**Port Lavaca, TX 77979**

**361-552-9793**

# COMMUNICATION

**SUBJECT:** Discuss the Redfish Retreat Service Agreement to be developed as part of the Redfish Retreat Annexation Agreement. Presenter is Jody Weaver

---

## INFORMATION:

## CITY OF PORT LAVACA

WORKSHOP: SEPTEMBER 25, 2023

AGENDA ITEM \_\_

DATE: 09.24.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: SERVICE AGREEMENT FOR REDFISH RETREAT PER ANNEXATIUN AGREEMENT (ORDINANCE NO. G-1-09)

**BACKGROUND:** Attached is the Annexation Agreement with Red Fish Retreat executed in 2009. It states IN Section 5. that the service plan is attached as Exhibit “B” and is approved as part of the Ordinance, however Exhibit “B” states that the required Service Plan will be developed “Once the property has been developed and dwellings constructed”. This Service Plan has not been developed that we can find in Council minutes.



City Limits is in Blue

Anne Marie has explained to me that this Service Plan, is not a comprehensive document, but can be as simple as a statement which says “City will provide police and fire protection and public water and wastewater collection and treatment service to the area.” The entirety of the annexed land, nor even all of the platted subdivision has been fully developed, as you can see in the map above, so perhaps we need to describe the limits of the current service plan, being the currently platted property.

To help understand the status of Redfish Retreat, I’ve attached a layout of the currently platted property (Phases 1, 2A, and 3) at Redfish Retreat. Phase 1 and Phase 2A are highlighted in yellow. The location of existing street lights, Fire hydrants and houses are indicated on the plan. In order to receive a building permit, the lot must have available water, sewer forcemain, electricity, a completed street and a nearby streetlight or at least AEP has a work order for a street light. So, all platted lots are not yet eligible for a building permit, as shown on the next map I’ve attached.

- All the water lines, firehydrants and sewer forcemains are installed per plans and accepted throughout Phase 1, 2A, and 3, except about 6 lots at the end of Aquarius in Phase 3.
- All lots located on the right side of the entrance (N. Redfish Retreat Dr. and Puppy Drum Dr.) have access to electricity and have all street lights up except at the very end cul-de-sac of Redfish Retreat Drive.
- The lots on the east side of S. Redfish Retreat Dr. have overhead electrical along FM 1090. The lots on the west side of S. Redfish Retreat Dr. do not have electricity and there are no street lights in this area.



- The lots on the north side of Channel Bass Drive up to Sebastes have electricity and those on the south side have overhead electricity in the rear, but there are no street lights in this area.
- The lots on Sebastes and Sand Swept Dr. have electricity and do have street lights.
- The street construction of Channel Bass Drive and the other streets of Phase 3 is not complete. There is limestone base in place that is being overgrown along the edges with vegetation.
- There is no electricity available beginning at PID #90089 and further on in Phase 3, except for the few lots that have overhead electrical available in the rear.

Regarding the sewer collection service, you recall that Redfish Retreat is a pressure sewer system. The forcemain was installed by the developer and the home builder or owner installs the pump station. The original design specified a pump station manufactured by E-One for a cost of \$4,000-\$5,000 installed by a sub of the builder. We began having maintenance issues and premature failure of these E-One pump systems and began requiring a more sturdy pump system manufactured by Flygt at an equipment cost of \$8,000- \$10,000. The cost to install these increased as well.

In order to keep the cost of the sewer service down, we have worked with the developers that we will again accept the E-One pump systems, but the homeowner- not the City – will be responsible for all maintenance. As such the homeowner will not be responsible for the \$15/month Pressure Sewer System maintenance fee.

UPSHOT: We will bring a Service Plan to Council for approval at the October or November Regular Meeting.

Attachments:

- Redfish Annexation Agreement
- Currently Platted Property at Red Fish Retreat, showing existing street lights, fire hydrants and houses
- Lots that are eligible for issuance of a Building Permit

**ORDINANCE NO. G-1-09**

**AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF PORT LAVACA, TEXAS, BY VOLUNTARY ANNEXATION OF CERTAIN TERRITORY, DESCRIBED AS REDFISH RETREAT, CALHOUN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE CORRECTED TO INCLUDE THE ANNEXED TERRITORY; DIRECTING THE CITY SECRETARY TO SEEK PRECLEARANCE OF THE ANNEXATION WITH THE UNITED STATES DEPARTMENT OF JUSTICE; PROVIDING FOR THE ATTACHMENT OF THE SERVICE PLAN; GRANTING TO SAID PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; EFFECTIVE DATE.**

**WHEREAS**, a petition for voluntary annexation has been duly signed by Danny Smith, property owner and petitioner, attached hereto as Exhibit "B", requesting that the property described in Exhibit "A", attached hereto, be annexed into the corporate city limits of the City of Port Lavaca, Texas; and

**WHEREAS**, the property owner's petition for annexation was presented to the City Council and was granted by Ordinance No. G-1-09; and

**WHEREAS**, the territory is exempt from the municipal annexation plan requirement under state law and the area to be annexed is one mile or less in width, is contiguous to the current corporate limits of the City, and contains fewer than a 100 separate tracts of land on which one or more residential dwellings are located on each tract; and

**WHEREAS**, a service plan for the area to be annexed has been prepared as required by law, and a copy of that service plan is attached hereto as Exhibit "B"; and

**WHEREAS**, the two public hearings required by law have been held and proper notice of these public hearings was published in the official newspaper of the City and posted on the City's web site; and

**WHEREAS**, the City of Port Lavaca is a home rule city with a population in excess of 5,000 persons and is authorized by law to annex such areas; and

**WHEREAS**, the property to be annexed is within the City's extraterritorial jurisdiction and the property is not within the extraterritorial jurisdiction of any other city; and

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

**SECTION 1. PREAMBLE.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Port Lavaca and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. ANNEXATION.** That the property described as Redfish Retreat, which is more fully described in Exhibit "A" attached hereto, is hereby annexed into the City of Port Lavaca, Calhoun County, Texas and that the corporate limits of the City of Port Lavaca be and the same are hereby extended to include within the territorial limits of said city and said land and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of the City of Port Lavaca, Texas and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

**SECTION 3. FILING OF ORDINANCE.** That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Calhoun County, Texas, the Voting Registrar of Calhoun County, the Calhoun County Appraisal District, the Secretary of State of Texas, and the Comptroller of the State of Texas in the manner required by law.

That the City Secretary is hereby directed to submit a certified copy of this Ordinance together with other relevant information related to the annexation of the territory to the United States Department of Justice for preclearance.

**SECTION 4. MAPS.** That the map showing the boundaries of the City and its Extraterritorial Jurisdiction shall be immediately corrected to include the annexed territory and be annotated to show the date of the annexation, the number of the annexation ordinance, and the date of its adoption.

**SECTION 5. SERVICE PLAN.** That the service plan for the land hereby annexed, attached hereto as Exhibit "B", is hereby approved as part of this Ordinance.

**SECTION 6. SEVERABILITY.** That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 7. REPEALER CLAUSE.** The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

**SECTION 8. NOTICE AND MEETING CLAUSE.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 9. EFFECTIVE DATE.** This ordinance shall take effect immediately after its date of approval.

FIRST READING this the 8th day of December, 2008.

\_\_\_\_\_  
Mayor

SECOND READING this the 12th day of January, 2009.

\_\_\_\_\_  
Mayor

PASSED AND APPROVED this the 12<sup>th</sup> day of January 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

### RECORD OF VOTE

	First Reading	Second Reading	Passed and Approved
Councilman Felder	Aye	Aye	Aye
Councilman Perez	Aye	Aye	Aye
Councilman Rivera	Aye	Aye	Aye
Councilman Falcon	Aye	Aye	Aye
Councilman Innes	Aye	Aye	Aye
Councilman Barr	Aye	Aye	Aye

Record of approval by City Council: City Council Minute Records, Volume 3A, Page 152.

**EXHIBIT "A"**

**Ordinance G-1-09**

**METES AND BOUNDS OF REDFISH RETREAT**

## **EXHIBIT “B”**

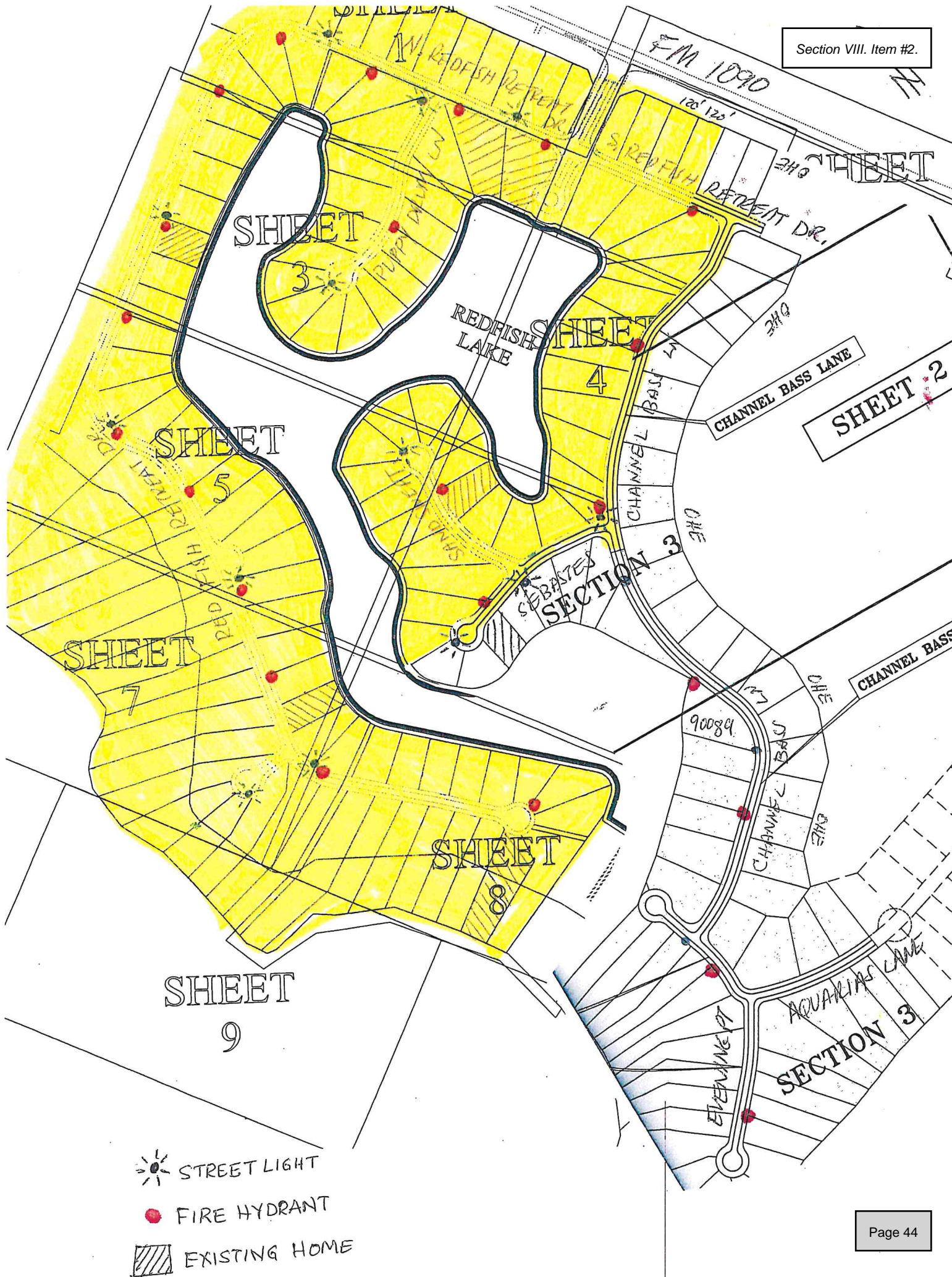
### **Ordinance G-1-09**

#### **SERVICE PLAN FOR ANNEXATION OF REDFISH RETREAT**

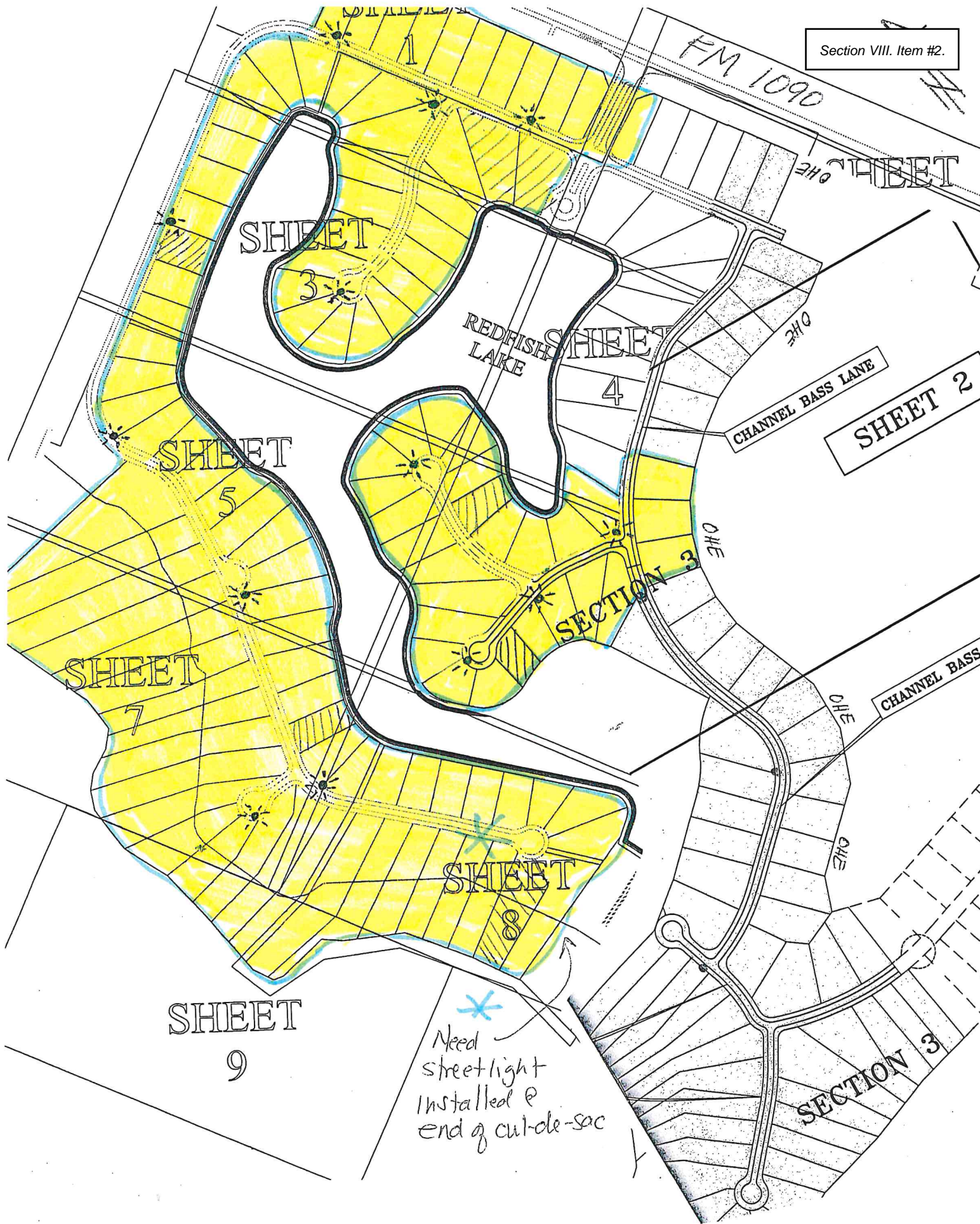
The property known as Redfish Retreat, described in Exhibit “A” attached to this Ordinance G-1-09 is undeveloped, unpopulated land and has no dwellings or improvements currently situated thereon.

Once the property has been developed and dwellings constructed, the required Service Plan will be developed, approved and adopted by the City Council of the City of Port Lavaca within the time prescribed by law.









Look to issue building permit

# COMMUNICATION

**SUBJECT:** Discuss potential Economic Development Tools to incentivize home builders and developers. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**WORKSHOP:** SEPTEMBER 25, 2023**AGENDA ITEM** \_\_**DATE:** 09.24.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** POTENTIAL ECONOMIC DEVELOPMENT TOOLS TO INCENTIVIZE HOME BUILDERS AND DEVELOPERS

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We have had inquiries from a few home builders about incentives that the City can offer to encourage builders to build particularly **SPEC** homes in Port Lavaca. In other words, to begin building a home without having a buyer first – taking a risk that the completed house may sit unsold for some time. The Economic Development Committee has discussed the following ideas and I wanted to have a conversation with the full Council. Again, this is a workshop setting, so no action will be taken – just a sharing of ideas.

- One idea is if the builder will purchase a significant portion of his building supplies from local vendors, the City will agree to reimburse (all or a portion) of the City's 1.5% sales tax. So, let's say they purchase \$50,000 worth of materials locally and produce sales receipts as documentation of paying \$750.00 of sales tax. We would reimburse them this amount or some percentage of this.
- In our 380 agreement with Eric Ho, we waive all permit fees when Eric Ho is the builder. In these cases, Derrick does the plan review and inspections, so it is not costing us directly. We could consider offering the same to other builders building a spec home.
- One builder has proposed the idea of providing a City property tax credit to the home builder of a spec home over the time of construction and until the home is sold and then possibly also to the home buyer for an additional 1 to 2 years. A \$300,000 home would be \$2,342/year in city property taxes.

If Council is interested in incentivizing "spec" homes, we need to define what a spec home is.

Is there a sales price range? – or just as long as they start the project without a home buyer, it qualifies. If we offer a tax break to the home buyer is it for just first time home buyers? First time home buyers in Port Lavaca? Or a price range stipulation?

Also do we want to offer similar incentives to those building rental property?

For your information, I have attached a copy of a Real Estate Trend Indicator report for Port Lavaca for 2023. It's interesting to note that the most units sell within 1 or 2 months of being listed, which tells us there is a need.

In addition to infill lots within the City (vacant lots or lots where homes have been or will be demolished in established subdivisions) there is Jade Bay, Claret Crossing and Redfish Retreat.

- Jade Bay: Currently there are 7 spec houses that are in the foundation stage in Jade Bay (they have not chosen a material supplier yet) I have been told that there are only 2 lots left for sale in that subdivision.
- Claret Crossing: 34 lots platted for duplex units (approx. 50 ft width); 36 lots for single family homes (approx. 85'-95' width) Since we already pay 90% of the collected city property tax to the developer. I don't know that any tax incentive would be available for us to offer in this Subdivision.
- Redfish Retreat: (See exhibits under previous agenda item) We get calls often from people that have bought lots in Phase 3 where the infrastructure is not complete. Perhaps, incentives should wait until the subdivision is completed.

# COMMUNICATION

**SUBJECT:** Discuss recommendation of the Port Commission to no longer allow Live-aboards at Nautical Landings Marina. Presenter is Jody Weaver

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## INFORMATION:



## CITY OF PORT LAVACA

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**WORKSHOP:** SEPTEMBER 25, 2023**AGENDA ITEM** \_ *WS- # 4***DATE:** 09.25.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** LIVE ABOARDS

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THIS IS ONLY FOR DISCUSSION TONIGHT. COUNCIL CAN INSTRUCT STAFF TO GATHER ADDITIONAL INFORMATION AND ANSWER QUESTIONS THAT ARE BROUGHT UP DURING THE MEETING BEFORE BRINGING BACK TO A COUNCIL MEETING FOR ACTION.

Currently there is only one tenant that lives aboard. There have been issues in the past with personality conflicts and such with live aboard tenants that has taken up a lot of Jim's time as Harbor Master.

We have come to understand that many marinas no longer allow live-a-board tenants. Rockport allows them for only 10 days each month, which essentially works out to the week-ends.

For simplicity and to reduce liability, the Port Commission has recommended that we no longer allow live aboard tenants.

If Council wanted, a few things we could possibly consider before placing a moratorium on live aboard tenants is:

- Require first AND last month's rent up front (we need to adopt this for all rentals actually)
- Require applicant's permission and payment of an appropriate fee to perform a background check as we would for an employee.
- Require references and contact numbers be provided of previous marinas – from most recent to then back in time.
- Increase the rent payment to account for increased cost to keep day room and account for increased trash and other utility services.
- Add specific language in the lease agreement prohibiting foul or loud language, loud music, unsightly premises, etc.

If Council concurs with Port Commission to place a moratorium on live aboard tenants, perhaps the existing tenant should be grandfathered and this apply only to new tenants.

Attached is a copy of the current lease agreement for Nautical Landings Marina.



This lease agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Port Lavaca, TX, by and between the Port Commission Nautical Landings Marina, acting by and through its duly authorized agent, as **Lessor** (hereinafter sometimes referred to as **Marina**) and

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Phone) \_\_\_\_\_

and the craft described below who are jointly referred to hereinafter as **Lessee**:

1. Marina hereby leases to Lessee, and Lessee hereby leases from Marina, docking space for a boat described as (Name of Vessel) \_\_\_\_\_.

Hereinafter referred to as the **Craft** on a:

Annual lease beginning January 1<sup>st</sup>, \_\_\_\_\_ or move in date and extending until December 31<sup>st</sup>, \_\_\_\_\_.  
 Annual leases must be renewed every year with updated registration and insurance.

Payment Method:

\_\_\_\_\_ **Month to month basis** for a term beginning **January 1<sup>st</sup>**, \_\_\_\_\_ at a rate of \_\_\_\_\_ per month, payable monthly, in advance, without demand, on the first day of each month at the office of the Finance Director, City of Port Lavaca, at City Hall, 202 N. Virginia, Port Lavaca, Texas 77979.

\_\_\_\_\_ **Yearly basis** for a term beginning **January 1<sup>st</sup>**, \_\_\_\_\_ and ending **December 31**, \_\_\_\_\_ at a yearly fee of \_\_\_\_\_, without demand at the office of the Finance Director, City of Port Lavaca, at City Hall, 202 N. Virginia, Port Lavaca, Texas 77979.

#### **PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.**

2. Proper slip size shall be determined by the OVERALL length of the Craft (including all over-hangs) plus two feet.
3. It is specifically agreed that this lease covers the right to tie said Craft at the Marina but Does not grant the Lessee the right to any specific slip. Marina shall designate which slip is to be used by Lessee, and Marina may change the slip to be used at any time.
4. Notice must be given at the office of Marina, prior to removal of said Craft permanently from slip or for a period longer than 30 days. In the event that said Craft changes ownership, Marina must be notified on the day of said change of ownership and the new owner must sign a new Marina lease.
5. LESSEE AGREES THAT ALL CHARGES UNDER THE TERMS OF THIS CONTRACT SHALL GIVE LESSOR AN EXPRESS LIEN UPON LESSEE'S CRAFT AND LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST IN SAID CRAFT TO SECURE SAME, NO CRAFT SHALL BE REMOVED FROM THE MARINA UNTIL ALL CHARGES ARE FULLY PAID AND THE MARINA IS GRANTED THE RIGHT TO SECURE SUCH CRAFT FROM REMOVAL UNTIL ALL CHARGES ARE PAID IN FULL. Marina reserves the right to remove said Craft, until all delinquent charges have been paid in full. Lessee agrees that should the above conditions arise, Marina will in no way be held liable for any cost incurred by Marina in the removal and/or moorage of said Craft.
6. Lessee does hereby authorize Marina, at its option ten (10) days after such default, to give written notice of such default, to declare the lease terminated without legal process and without prejudice to the legal rights of Lessee, to enter the premises where the Craft may be and take possession of the Craft and all equipment as security for any which may be due, including repairs for sale and repossession expenses, and effect sale, public or private, returning remaining balance, if any to Lessee.
7. Lessee agrees to pay attorney's fees and other costs incurred by Marina for collection of any unpaid account due Marina by Lessee.
8. Marina reserves the right to terminate this Marina lease without prior notice to owner of said Craft with reasonable cause and the right to remove said Craft from its moorage and from the premises owned or leased by Lessee. The owner of said craft agrees that Marina has the right to the above action and will in no way be held liable or responsible for any damage or loss to said craft or its contents due to the above action and removing of said craft from said premises.

9. Marina reserves the right to inspect vessels prior to signing a lease, upon arrival at the Marina, and are docked in the Marina. Lessee must keep boat operational while in the marina.
10. Lessee shall have no right to sublease, assign, or otherwise transfer this lease or any interest he or she has in said lease, LESSEE WILL NOTIFY Lessor for any extended slip vacancy (one week or more) and Lessee hereby grants permission to the Marina to use the slip during vacancy.
11. Lessee shall be entitled to reasonable use of the parking lot facilities belonging to Marina. Lessee may use limited electricity and water, furnished by Marina, for use in connection with Lessee's craft. Marina reserves the right to set the limits of such use and charge for any usage in excess of such limits, or to require Lessee to be separately metered and Lessee agrees to pay any installation costs incurred in connection therewith. Lessee understands this lease covers no other services.
12. Admittance to Marina is restricted to Marina customers, lessees and their guests and invitees.
13. Lessee agrees to maintain in force during the term of this Agreement a "watercraft liability" insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage or personal injury liability arising out of ownership, use, occupancy or maintenance of Tenant's boat/vessel, the Rental Slip and the Marina. The insurance policy shall be in the minimum amount of \$300,000 and shall name Lessor as an additional insured under the policy.
14. MARINA SHALL NOT BE LIABLE FOR DAMAGE TO LESSEE'S CRAFT WHILE IT IS MOORED IN THE MARINA, including damage arising from conditions of nature or acts of third persons. LESSEE HEREBY CERTIFIES that Lessee had acquired and will keep in force for at least the term of this lease, insurance on his property and person and those of his agents and guests for harm due to injuries or damages which may be received at the Marina.
15. Lessee, having inspected the aforesaid boat slip and the pier at said slip, accepts same as suitable for his purposes and hereby expressly waives any defects therein and agrees to hold marina harmless from any loss, damage or injury to person or property resulting from improper construction or maintenance of said moorage and pier.
16. Lessee shall be responsible for the proper mooring or fastening of his craft, and marina shall bear no responsibility, therefore. Mooring is at the sole risk of Lessee.
17. Lessee agrees to store dinghies and all other personal property aboard his Craft, and not on the walkways or in harbor. Lessee will place his trash in receptacles provided for that purpose and will keep walkways clear from obstruction caused by his property.
18. Lessee and his guests shall follow the rules of safe boating within the marina and shall operate boats so as not to create any disturbing wake.
19. Lessee understands that the Marina is a commercial endeavor of Marina and therefore, Lessee hereby agrees to refrain from any commercial action competitive with the interests of Marina-on-Marina premises.
20. Lessee agrees that no major repairs may be made to Craft in its moorage without prior approval from the Harbor Master. Such repairs shall be made only in a repair area outside of marina property.
21. **All lessees' must enroll in the "Auto Debit Program" for their monthly lease payment. (See Form Attached)**
22. All lease payments are due and payable on the first day of each month. All lease payments outstanding over 10 days shall incur late charges at the rate of 10% per month until paid. When an account is over 30 days in arrears, Marina shall have the options of terminating Lessee's lease and of removing Lessee's Craft from its moorage space and securing it at a temporary wharf where it shall incur dockage or storage fees of \$10.00 per day in addition to the other charges set out in this contract.
23. If upon the expiration or termination of this lease Marina advises lessee (or Boat Owner) by notice delivered to the leased docking space, or mailed to Lessee at the notice, said vessel, equipment and other property from marina's premises, and Lessee fails to do so within ten (10) days of the date of such notice, said vessel, equipment and other property shall be deemed to have been abandoned by Lessee/Boat Owner.
24. It is further agreed and understood this agreement shall continue in effect until terminated by either party hereto upon thirty (30) days written notice, addressed to the other party, Marina's address being 202 N Virginia St, Port Lavaca, TX 77979. WITHOUT PROPER NOTICE, AT LESSOR'S OPTION, THE LESSEE WILL BE HELD RESPONSIBLE FOR THIRTY (30) DAYS RENT. PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.
25. No equipment shall be attached to, or construction or alterations of any kind performed on the piers or piling, and no advertising signs shall be attached to any portion of the piers or piling or displayed aboard any Craft within the above slip without prior permission of Marina.



- 26. Lessee will promptly reimburse Marina for cost of repairs to piers, pilings and other facilities of r necessitated by any act of Lessee or any person using the above-named slip or craft with Lessee's consent.
- 27. Lessee agrees not to deposit and refuse, sewage debris, petroleum waste or products in the water in or around the premises of Marina. In the event of an accidental spill, Lessee will be held responsible for clean-up. Marina reserves the right to remove vessel from its slip and immediate termination of the lease at Lessee's expense in the event of a spill.
- 28. Lessee agrees that this lease and lessee's use of the slip covered hereby shall be subject to all reasonable regulations of Marina as the same may be published and in effect from time to time during the term hereof, as fully as if the same were incorporated herein, and that breach of the same shall constitute a breach of covenant of the lease. PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.
- 29. Neither Lessee or the Lessee's servants, employees, agents, visitors, or guests will engage in dangerous or hazardous activities nor contribute to the creation of dangerous or hazardous conditions in, or about the premises of marina.
- 30. This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created in this agreement are performable in Calhoun County, Texas and venue shall be in such County.
- 31. Any consistent or willful violation of these rules and agreements shall result in exclusion from the Marina and forfeiture of slip rental fees.
- 32. Lessee agrees that any notice to be given by the Marina may be given by mailing the notice to Lessee at the address given in the first section of this contract, and Lessee agrees to notify Marina promptly of any new mailing address.
- 33. No waiver by Marina of any default or breach of any term, covenant, condition, agreement, provision, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision, or stipulation hereof.

THE MARINA RULES AND REGULATIONS HAVE BEEN READ AND ACCEPTED BY THE UNDERSIGNED

IN WITNESS WHEREOF, the undersigned Marina and Lessee execute this agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Paid: \_\_\_\_\_ MARINA LESSEE

Check #: \_\_\_\_\_

Pleae note: Leasee's will be responsible for "Property Taxes on the Lease" through the Calhoun County Appraisal District, 426 W Main St, Port Lavaca, TX 77979. (361)552-8808

# COMMUNICATION

**SUBJECT:** Discuss proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2023-2024-01. Presenter is Jody Weaver

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## INFORMATION:

## Mandy Grant

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**From:** Jody Weaver  
**Sent:** Sunday, September 24, 2023 4:50 PM  
**To:** Jack Whitlow  
**Cc:** Anne Marie Odefey; Mandy Grant; Jim Rudellat; Wayne Shaffer; Derrick Smith; Joe Reyes; Colin Rangnow  
**Subject:** Conceptual plan for application to Matagorda Bay Mitigation Trust Fund RFP  
**Attachments:** CONCEPT 2023-1.pdf; FIG 59 SMITH HARBOR.pdf  
**Importance:** High

Council, attached is a proposed concept plan that we are looking at to apply for funding from the Matagorda Bay Mitigation Trust Fund (due October 16). I showed a version of this to the Port Commission and they were excited to move forward with an application. I have shared it with the Visioning Committee and Poor Boy bait as well.

The project would construct about 100' +/- of bulkhead for 3 public transient boat slips and a public dock (deck) for fishing and crabbing. It is recommended not to encroach at all into the area that the City receives any revenue from – i.e. Poor Boy bait. The concept includes continuing our 10 ft wide shared use path from Bay Front Park to these boat slips and crabbing/fishing deck area. In the future the 10' wide path would continue as a deck along the waterside of the seawall.

Council has penciled in funding for improvements to the parking area behind Nautical Landings, so I'm hoping we can include that as our match in the overall project. The parking area is proposed to include landscaping and rock gardens to help filter runoff from the parking lot. We are looking at installing litter catchers in Nautical Landings and this walkway would provide safe access for the public to view these devices and educational signs will educate the public about marine pollution etc. Depending upon how the final budget works out, we may be able including these in this application, but if not, we are already looking at other grant funding for these litter catchers.

I am attaching also a copy of the concept for this area that was included in the Waterfront Masterplan. I believe this project would be a good start. It doesn't accomplish everything of course, but I don't believe there anything that is proposed here that is inconsistent with that plan.

The idea behind the transient boat spaces is people can safely park their boat while they get out to get bait, or take a break and walk along the walkway at Bayfront Park or Downtown or attend one of our Park events or enjoy a refreshing drink at Topsy Bean, etc.

In the near future, Poor Boy Bait may be moving about 50 ft to the north, so additional transient slips can be provided later if we find these are popular.

We will discuss this tomorrow evening in the workshop. Again, the application is due on October 16, so I've got some time yet, but not a lot.

Kind Regards,

**JoAnna P. "Jody" Weaver, P.E.**  
 Interim City Manager

Phone: 361-552-9793

Mobile: 361-827-3601

Email: [jweaver@portlavaca.org](mailto:jweaver@portlavaca.org)

202 N. Virginia Street Port Lavaca, Texas 77979









Fig. 59 - Smith Harbor District Improvements Plan