



CITY COUNCIL REGULAR MEETING

Monday, January 10, 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, January 10, 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/84903050148?pwd=ZldtdkJVtNmWY2thNExp0h1bzRZQT09>

Meeting ID: 849 0305 0148

Passcode: 056613

One tap mobile

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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)****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 December 13, 2021 Regular Meeting
- B. Minutes of December 20, 2021 Special Meeting
- C. Payment of Invoices Exceeding \$1,500
- D. Receive monthly Financial Highlight Report
- E. Ratify Lease of Tracts 17 and 17Ar at the Harbor of Refuge to Encore Dredging, LLC
- F. Ratify Resolution No. R-122021-1 of the City of Port Lavaca to adopt Redistricting Plan "A" Map based on the 2020 U.S. Census

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

- 1. Consider proposals from Republic to extend the current Solid Waste Collection Contract between BFI Waste Services of Texas, L.P. dba Republic Services of Corpus Christi and the City of Port Lavaca. Presenter is Jody Weaver
- 2. Consider Second Amendment to the Consultant Services Agreement between the City of Port Lavaca and Muniservices, LLC for Sales Tax Compliance Review. Presenter is Susan Lang
- 3. Consider Resolution No. R-011022-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 07, 2022 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant
- 4. Consider the second and final reading of an Ordinance (F-1-21) of the City of Port Lavaca, Texas granting to AEP Texas Inc., its Successors and Assigns, a non-exclusive Franchise to construct, maintain and operate lines and appurtenances and appliances for conducting electricity in, over, under, and through the streets, avenues, alleys and public places of the City of Port Lavaca, Texas. Presenter is Jody Weaver
- 5. Consider Resolution No. R-011022-2 authorizing the submittal of a grant application with the Golden Crescent Regional Planning Commission for a "Regional Solid Waste Grant Program". Presenter is Jody Weaver
- 6. Consider approval of Task Order for CivilCorp for the "5th Street Drainage Improvement" Project. Presenter is Jody Weaver
- 7. Consider recommendation from the Scoring Committee to select a consultant for the Downtown Waterfront Master Plan. Presenter is Jody Weaver

8. Announcement by Mayor that City Council will retire into closed session:
- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
 - To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee [City Manager]). Presenter is Mayor Whitlow
9. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, January 10, 2022**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Thursday, January 06, 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: Minutes of December 13, 2021 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, December 13, 2021 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 13th day of December, 2021, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

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 6:32 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- Employee Service Award:
 - Mandy Grant 30 Years City Secretary Department

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:
 - Jay Howard with Texas Disposal Systems, 13305 View Ridge Ct. in Dripping Springs, TX (512-584-6195) for Solid Waste Collection Contract jhoward@texasdisposal.com encouraged City to go out for bids when current contract expires.

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

- A. Minutes of November 08, 2021 Regular Meeting**
- B. Minutes of November 22, 2021 Special Meeting**
- C. Payment of Invoices Exceeding \$1,500**
- D. Receive monthly Financial Highlight Report**
- E. Final Plat, Rafei Subdivision No. 2 located at 2248 FM 3084, also known as Half League Road. ID is A0035 Maximo Sanchez, Tract PT 30, being .187 acres**
- F. Final Plat, a 2-lot, Gorgies Subdivision located at northeast corner of Austin Street and Alcoa Street. ID is A0035 Maximo Sanchez, Tract PT 11 PLD, Acres 1.96, PIN is 39302**
- G. Final Replat, Lot 1, Block 1 of W. Peikert Subdivision located on the southwest corner of Peikert and Henry Barber Way, PIN is 19688**
- H. Final Plat, a 3-lot, Port Lavaca Crossing located south of Tiney Browning Boulevard on SH 35 North, being 3.19 acres, PIN is 29954 and PIN 86163**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 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

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

1. **Consider request of the Port Lavaca Events Committee to close E. Railroad Street, between N. Virginia Street and N. Colorado Street, from 8:00 a.m. to 4:00 p.m. every Sunday and every third Saturday of the month during the 2022 calendar year in order to sponsor “Boujee on the Bay” and “Depot Day” Events. Presenter is Tania French**

Tania French, Port Lavaca Events Committee, advised Council that the Port Lavaca “Depot Days” started mid 2021 on the third Saturday of the month.

Mad Batter Cheesecakes also started “Boujee on the Bay”, a local Farmer’s Market in 2021 which is held the third Sunday of the month. As we work to grow both events, we are joining forces and moving the Farmer’s Market to the Depot with the future goal of adding in cooking and art demonstrations upon completion of the Depot renovations. In order to add consistency and grow, “Boujee on the Bay” will become a weekly farmers market, held on Sunday, with the third weekend being larger with “Depot Days” on Saturday featuring shopping vendors in addition to local produce and goods. She said the request is for the closure of E. Railroad Street between N. Virginia and N. Colorado Streets from 8:00 a.m. to 4:00 p.m. every Sunday and every third Saturday of the month in 2022.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the request of the Port Lavaca Events Committee to close E. Railroad Street, between N. Virginia Street and N. Colorado Street every Sunday and every third Saturday of the month during the 2022 calendar year in order to sponsor “Boujee on the Bay” and “Depot Day” events.

Seconded by Councilman District 2 Dent

Voting Yea:

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

2. **Consider Resolution No. R-121321-1 to cast votes on the official ballot for the election of members to the Board of Directors for the Calhoun County Appraisal District for a two-year term beginning January 1, 2022 and ending on December 31, 2023. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that there were 321 votes cast from the City of Port Lavaca be distributed in any way they chose to.

Motion made by Councilman District 2 Dent

WHEREAS, this election is for the Board of Directors of the Calhoun County Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, the next term being January 1, 2022 through December 31, 2023; and

WHEREAS, the CITY OF PORT LAVACA, TEXAS is a taxing unit entitled to vote in the election for the Board of Directors for the Calhoun County Appraisal District, if so desired.

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

THAT, Council hereby approves that the 321 votes cast from the City of Port Lavaca be distributed equally among the following candidates:

Bauer, William H. Jr.	64
Hill, Kevin	64
Lyssy, Vern	64
Rodriguez, Jessie	64
Swope, William	65

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

3. **Consider presentation by Republic Services regarding the Municipal Contract between BFI Waste Services of Texas, L.P. dba Republic Services of Corpus Christi and the City of Port Lavaca. Presenter is Mike Reeves**

City Council received a PowerPoint presentation by Mike Reeves, Manager of Municipal Services for BFI Waste Services of Texas, L.P. dba Republic Services in connection to looking ahead on service options.

No action necessary and none taken.

4. **Consider approval of the Annual Financial Report (AFR) for the Fiscal Year ending September 30, 2020, prepared by the Audit Firm of Harrison, Waldrop & Uherek, L.L.P. Presenter is Susan Lang**

Finance Director Lang advised Council that the Financial Committee had already previewed the Annual Financial Report (AFR) for the Fiscal Year ending September 30, 2020, prepared by the Audit Firm of Harrison, Waldrop & Uherek, L.L.P. and concurred with the report as presented.

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 Financial Committee and staff, Council hereby approves the Annual Financial Report (AFR) for the Fiscal Year ending September 30, 2020, prepared by the Audit Firm of Harrison, Waldrop & Uherek, L.L.P.

Seconded by Councilman District 5 Ward

Voting Yea:

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

5. **Consider Audit Engagement Letter from Harrison, Waldrop & Uherek, L.L.P. for the Fiscal Year ending September 30, 2021. Presenter is Susan Lang**

Finance Director Lang advised Council that the Audit Firm of Harrison, Waldrop & Uherek, L.L.P. had submitted an Audit Engagement Letter for the Fiscal Year ending September 30, 2021.

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 the Audit Engagement Letter from Harrison, Waldrop & Uherek, L.L.P. for the Fiscal Year ending September 30, 2021 in an amount not to exceed \$29,850.00.

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

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

6. **Consider recommendation of the Port Commission to approve the second and final reading of an Ordinance (S-3-21) amending Base Ordinance No. S-16-85 to reduce the right-of-way width of Leonard Buren Road in City Harbor (road right-of-way that leads to Clegg lift station and Adjacent property). Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the field notes to this ordinance are correct for its second and final reading.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of Port Commission and staff, Council hereby approves Ordinance S-3-21 on this its second and final reading.

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

7. **Consider appointment of new member to the Port Lavaca Housing Authority Board of Commissioners to fill a vacancy. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Tricia Taylor, Executive Director for the Port Lavaca Housing Authority, had submitted a request to appoint Dalia Soto as a new member to the Port Lavaca Housing Authority Board of Commissioners to fill a vacancy caused by Alice Bland stepping down as of January 2022.

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 appointment of Dalia Soto to the Port Lavaca Housing Authority Board of Commissioners as a new member to fill a vacancy in January 2022.

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

8. **Consider approval of the Texas Opioid Settlement Case by adoption of the following: Presenter is Anne Marie Odefey**

- **Settlement Participation Form for Janssen (JNJ).**
- **Settlement Participation Form for Distributors.**
- **Settlement Allocation Term Sheet.**

City Attorney Odefey advised Council that representatives of the Texas Attorney General's Office would be in attendance via Zoom to speak on the Texas Opioid Settlement Case and introduced Amanda Sanders and James Holian.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves the Texas Opioid Settlement Case by adoption of the following:

- Settlement Participation Form for Janssen (JNJ).
- Settlement Participation Form for Distributors.
- Settlement Allocation Term Sheet.

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

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

9. **Consider request of AECOM for approval of Task Orders No. 3 and No. 4, in the total amount of \$251,720.00, for the following Scope of Work: Presenter is Jody Weaver**
- **Task Order No. 3 is for City's Water Supply: Rehabilitate the existing 250,000-gallon Ground Storage Tank (GST) at George St and develop construction documents for a new High Service Pump Station. Construction phase services are included.**
 - **Task Order No. 4 is for City's Lynn's Bayou WWTP Improvements: Develop construction documents for the immediate needs identified in the Lynn's Bayou WWTP condition assessment including pump replacement, new blowers, and a new blower building. Evaluate influent flow data to confirm if the surface loading rate of the secondary clarifier meets the TCEQ 2-hour peak requirement.**

Interim City Manager Weaver advised Council that at the Special meeting in November, AECOM presented their final report for the City's Water Supply Feasibility Study and the Wastewater Treatment Plant (WWTP) expansion. She said that in order to keep progress moving forward on both the Water Supply needs and the required improvements to the WWTP, AECOM has prepared Task Orders 3 and 4 as "next steps" for Council consideration.

Task 3 is to prepare bid documents and construction phase support to rehabilitate the 250,000-gpm ground storage tank and construct a new High Service Pump Station at George Street. This will bring the city into compliance with Texas Commission on Environmental Quality (TCEQ) for required water storage.

Task 4 is to prepare bid documents and construction phase support to address the "immediate needs" identified in the WWTP condition assessment, including pump replacement, new blowers and a new blower building. This will be a first step in the ultimate TCEQ requirement to expand the capacity of the plant.

The total estimated cost for both engineering Task Orders is \$251,720.00. There are funds available in the Public Utility Fund Reserves to fund this.

As far as the funds available for the preliminary estimate of \$3M for construction, we will have approximately \$2M for the American Recovery Act grant funds, but the remainder will need to be financed. Once staff has good engineering estimates, we will begin looking at financing options to pay for the construction.

Staff recommends approval of AECOM's Task Orders 3 and 4 in the amount of \$251,720.00.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves the request of AECOM for approval of Task Orders No. 3 and No. 4, in the total amount of \$251,720.00.

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

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

10. **Consider award of construction bid for the Bauer Community Center Parking Lot project.**
Presenter is Jody Weaver

Interim City Manager Weaver advised Council that Urban Engineering opened five (5) construction bids for the Bauer Community Center Parking Lot project and the tabulation is as follows:

Bidder	Total Base Bid	Total Base Bid + Alternate No. 1	Calendar Days
1. Sylva Construction, LLC	\$164,165.86	\$319,158.10	70
2. Brannan Paving Co., Ltd.	\$166,640.55	\$324,252.55	260
3. K-C Lease Service, Inc. DBA Matagorda Construction & Materials	\$191,461.80	\$361,000.00	60
4. LCR Total Transport, LLC	\$209,995.45	\$392,216.45	45
5. Lester Contracting, Inc.	\$229,528.60	\$410,116.80	90

There is a total of \$269,500.00 budgeted for this project in the Fiscal Year-End (FYE) 2022 Capital Improvement Plan.

The Apparent Low Bidder is Sylva Construction with a Base Bid of \$164,165.86. The Base Bid includes a sealcoat similar to that constructed at Bayfront Park. Sylva Construction is still the Low Bidder with the alternate bid which was to apply 1-1/2" of Hot-mix Asphalt (HMAC). Their Alternate bid is \$319,158.10.

The Base Bid is \$105,334.14 below the budgeted funds and the Alternate bid is \$49,658.10 over budget.

Staff recommends considering the increased positive aesthetics and the added structural integrity that would be available by adding \$50,000.00 from General Fund reserves to the project budget to provide HMAC, this would be staff's recommendation.

Note: Below is some of the savings/additional revenue that we have realized to date since adopting the Fiscal Year-End (FYE) 2022 budget:

Ezzell Street: Gen Fund Budget: \$780,000; \$523,133.25 awarded = \$256,866.75

E. George Street: Budget \$785,000 budgeted; \$627,435.25 awarded = \$157,564.75

Budgeted FYE 2021 Sales Tax \$3,290,000; actual rec'd \$3,566,919 = \$276,919.00

General. Fund gain over budget as a result of final FYE 2020 audit

\$200,780 less \$66,130 (depot) less \$41,900 (Bayfront) = \$ 92,750.00

TOTAL potentially available from GF above what was budgeted: = \$784,100.50

Weaver said that in January, staff will be bringing a Task Order from CivilCorp to begin the design work for the 5th Street drainage project which will require another \$300-\$350K above what was budgeted to construct.

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 awards the construction bid for the Bauer Community Center Parking Lot project to Sylva Construction, LLC for the Total Base Bid plus Alternate No. 1 in the total amount of \$319,158.10 and with 70 calendar days to complete the project after 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 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

11. **Consider recommendation of the Planning Board for approval of a preliminary plat located on Henry Barber Way, legal description is A0137 Samuel Shupe, part of Tract 1, being 12.449 acres and PIN is 14186. Presenter is Jessica Carpenter**

Development Services Director Carpenter advised Council that the applicant, Gonzalez Industrial Insulation Inc, is proposing an industrial and business office use located on Henry Barber Way. The site location is currently not platted and has a cell tower on site and drainage to the rear of the property adjacent to Chocolate Bayou. The preliminary plat is the next step in the process to provide a legal lot of record for the proposed development.

The proposal is to develop the site with the following:

- 1(one) building serving as a general office and industrial shop
- 1(one) Storage Building
- Parking
- Driveway to shop from Henry Barber Way
- Driveway access to general (private/public) parking adjacent to office

The Future Land Use map designates this parcel as Light Industrial; therefore, the proposed industrial maintenance services, servicing Formosa is compliant with the Future Land Use map. The Planning Board has approved this preliminary plat and staff concurs.

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 request from Gonzalez Industrial Insulation Inc, for a preliminary plat located on Henry Barber Way, legal description is A0137 Samuel Shupe, part of Tract 1, being 12.449 acres and PIN is 14186.

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

12. **Consider recommendation of the Planning Board for a Variance Request for a manufactured home to be permanently placed on one lot of a 3-lot proposed replat that is not a manufactured home park or in a block with at least half of the residential homes are manufactured homes; being Lot 2A and Lot 3A, of Block 1, of the original W. Peikert Subdivision. Presenter is Jessica Carpenter**

Development Services Director Carpenter advised Council that only Lot 3A would be part of the variance request. She said that Onel Diaz is presenting this proposed site plan for a variance request to place a manufactured home on a parcel currently being platted from one lot to three lots. The proposed lot requested for a variance for a manufactured home is accessed from Peikert Road. The remaining 2 lots have existing single-family stick-built homes. She said that the applicant will adhere to the proper permitting prior to placement of the manufactured home and the intent for the manufactured home is to be utilized as a residence for perpetuity.

The proposed manufactured home is to be permanently installed on a vacant lot that is not a manufactured home park and is not in a block with at least 50 percent of the existing structures are manufactured homes

The location of this variance request for a manufactured home is in proximity to the Future Land Use Map designated area for manufactured homes, and the Lakeside RV Resort is directly across Henry Barber Way from this plat. The lot proposed for the manufactured home is accessed from Peikert which is not a block with a mobile home density of at least 50 percent of existing structures per the aforementioned code

The Planning Board deemed this location to be within the scope of the boundary discussed for manufactured homes. This lot requested for the manufactured home is on the corner of Henry Barber Way and Peikert, and in close proximity to the existing approved location for manufactured homes and manufactured home parks designation in accordance with the Future Land Use Map.

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 a Variance Request from Onel Diaz, for a manufactured home to be permanently placed on one lot of a 3-lot proposed replat that is not a manufactured home park or in a block with at least half of the residential homes are manufactured homes; being a replat, Lot 3A, of Block 1, of the original W. Peikert Subdivision.

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

13. **Consider approval of cost proposal submitted by CRG Environmental Services, Inc. to prepare a response to TCEQ's Request For Information (RFI) regarding the Limited Phase II Environmental Site Assessment performed at the Harbor of Refuge. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that at the June 14th meeting, Council approved submitting to Texas Commission on Environmental Quality (TCEQ) the Limited Phase II Environmental site assessment which had been performed by CRG Environmental Services, Inc. on Tracts 16, 17, and 17A at the Harbor of Refuge. The purpose of submitting the Limited Phase II Report to TCEQ was to explore any environmental concerns that may be as a result of the land use by the City's tenant over the past 20 years and request a final determination from TCEQ regarding any action that may or may not be needed.

On November 29, we finally received a response from TCEQ in the form of a Request for Information (RFI). They are requesting additional information before making a determination as to whether the site can be excluded from entry into the Texas Risk Reduction Program (TRRP). The TCEQ reviewer has raised several questions that will require a more comprehensive assessment than the Limited work previously performed. CRG has presented a proposal for the Phase II Soil and groundwater sampling and lab analysis required in order to have the information to respond to TCEQ's RFI. The total cost of this additional work is \$29,284.00.

With the upcoming growth at the Calhoun County Port Authority, we anticipate an increased demand to lease waterfront property. This investment now to explore any potential environmental concerns, and then address them if found, is critical to put us in a position to maximize the potential leasing opportunities for the Harbor of Refuge in the coming years.

Staff's Recommendation is to authorize the lump sum proposal in the amount of \$29,284.00, to be paid from General Fund Reserves, for the additional scope of work required to respond to TCEQ's RFI.

Motion made by Councilman District 1 Smith

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 cost proposal submitted by CRG Environmental Services, Inc. to prepare a response to Texas Commission on Environmental Quality (TCEQ)'s Request For Information (RFI) regarding the Limited Phase II Environmental Site Assessment performed at the Harbor of Refuge, in the lump sum of \$29,284.00, to be paid from General Fund Reserves, as a Loan to the Port Revenue Fund.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

14. **Consider approval of cost proposal submitted by CRG Environmental Services, Inc. to prepare a Phase I Environmental Site Assessment to encompass generally the land south of the East-West channel and west of the North-South Channel at the Harbor of Refuge. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that prompted by potential environmental concerns, as a result of recent land use of a part of the old land fill property, the City is investing in environmental assessments of this particular leased area. The goal is to have a clear determination of what development and land use can and cannot occur on this property moving forward; however, this determination will apply only and specifically to identified Tracts 16, 17, and 17A.

As mentioned in the agenda item above, with the upcoming growth at the Calhoun County Port Authority, we anticipate an increased demand to lease waterfront property; therefore, there soon may be a demand for the acreage to the north and south of these tracts 16, 17, and 17A. The Port Commission recommends, and staff concurs, that we need to consider and examine the entire area south and west of the Harbor of Refuge channels to identify any environmental concerns and address them in order to be in a position to maximize the potential leasing opportunities at the Harbor of Refuge in the coming years. The first step in this effort would be to conduct a Phase I Environmental Site Assessment.

CRG Environmental Services has sent a cost proposal, for a lump sum \$5,500.00 to conduct a Phase I on the entirety of this area, which is about 68 acres and includes all of the 75 acres of the former landfill, less those areas that are clearly wetlands (the scope would include the area now being used as the gun range). Although this is within the expenditure limit that the City Manager can approve, staff is bringing it to Council for your knowledge and approval to allocate general fund reserves to pay for this Assessment.

Staff's Recommendation is to authorize the lump sum proposal in the amount of \$5,500 from General Fund Reserves to contract with CRG Environmental Services, Inc. to perform a Phase I Environmental Site Assessment on the old landfill property as proposed.

Motion made by Councilman District 1 Smith

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 cost proposal submitted by CRG Environmental Services, Inc. to prepare a Phase I Environmental Site Assessment to encompass generally the land south of the East-West channel and west of the North-South Channel at the Harbor of Refuge, in the lump sum of \$5,500.00, to be paid from General Fund Reserves, as a Loan to the Port Revenue Fund.

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

15. **Receive preliminary report for Election Redistricting Plans (with Draft Plan A Map) based on the 2020 United States Census Data, prepared by the law firm of Rolando L. Rios & Associates, PLLC of San Antonio, Texas. Presenter is Mandy Grant**

City Secretary Grant presented Council with a preliminary report for Election Redistricting Plans (with Draft Plan A Map) based on the 2020 United States Census Data, prepared by the law firm of Rolando L. Rios & Associates, PLLC of San Antonio, Texas.

No action necessary and none taken.

16. **Consider the first reading of an Ordinance (F-1-21) of the City of Port Lavaca, Texas granting to AEP Texas Inc., its Successors and Assigns, a non-exclusive Franchise to construct, maintain and operate lines and appurtenances and appliances for conducting electricity in, over, under, and through the streets, avenues, alleys and public places of the City of Port Lavaca, Texas. Presenter is Jody Weaver**

Interim City Manager Weaver advised Mayor that Ms. Vee Strauss, with AEP Texas Inc. would be making a presentation to Council on the Franchise for AEP Texas Inc. which would be expiring in January 2022. This would be the first reading and the second and final reading would be at the January 10, 2022 council meeting.

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of Port Commission and staff, Council hereby approves Ordinance F-1-21 on this its first reading.

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

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**
- **To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee [City Manager]). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 9:27 p.m.

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

Mayor Whitlow announced that Council was back in open session at 10:06 p.m.

No action necessary and none taken.

IX. ADJOURNMENT

Motion made by Councilwoman District 4 (Mayor Pro Tem) Padron, Seconded by Councilman District 5 Ward

Voting Yea:

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

Meeting adjourned at 10:10 p.m.

These minutes were approved on January 10, 2022.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of December 20, 2021 Special Meeting

INFORMATION:

**CITY COUNCIL SPECIAL MEETING**

Monday, December 20, 2021 at 6:30 PM

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

MINUTES

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

On this the 20th day of December, 2021, the City Council of the City of Port Lavaca, Texas, convened in a special meeting 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 6:34 P.M. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

1. **Conduct Public Hearing regarding Redistricting Plan for drawing election district lines for single member districts in the City of Port Lavaca based on the 2020 United States Census. Presenter is Mandy Grant**

Mayor Whitlow announced that the public hearing was open at 6:35 p.m.

After inviting comments from the public three times and receiving none, Mayor Whitlow announced that the public hearing was closed at 6:49 p.m.

2. **Consider Adoption of Redistricting Plan for drawing election district lines for single member districts in the City of Port Lavaca based on the 2020 United States Census. Presenter is Mandy Grant**

City Secretary Grant presented Council with a Redistricting Plan A for drawing election district lines for single member districts in the City of Port Lavaca based on the 2020 United States Census.

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 City of Port Lavaca adopts Plan A for drawing election district lines for single member districts in the City of Port Lavaca based on the 2020 United States Census. This map is on file in the office of the City Secretary and also on the City of Port Lavaca website.

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

3. **Consider Resolution No. R-122721-1 confirming voting boundaries set during redistricting process, based on the 2020 United States Census, in connection with the Department of Justice (DOJ) Preclearance. Presenter is Mandy Grant**

The Resolution No. R-122721-1 is a typographical error in the wording of the agenda item above; however, the correct Resolution No. 122021-1 was signed by all council members, the City Secretary and the City Attorney and sent to Rolando Rios and Associates, the Redistricting Law Firm contracted by the City.

Motion made by Councilman District 2 Dent

WHEREAS the 2020 United States Census data indicates that THE CITY OF PORT LAVACA Single Member Districts do not comply with the constitutional one person one vote rule;

WHEREAS THE CITY OF PORT LAVACA has considered the following criteria in equalizing the population in each Single Member District:

1. Districts are of equal population size given the limitations imposed by the 14th Amendment of the United States Constitution and 42 USC § 1983. No more than a 10% top to bottom deviation.
2. Districts must comply with Sections 2 of the Federal Voting Rights act, 42 USC § 1973, as amended and the Texas State Equal Rights Provisions.
3. Population must be equalized using the 2020 US Census Data before elections can be legally conducted.
4. Districts are comprised of compact and contiguous geographic areas given the limitations imposed by the non-compactness of the jurisdiction. (COMPACTNESS and CONTIGUOUSNESS FACTORS)
5. Other considerations include:
 - a. identifiable geographic features for boundaries;
 - b. integrity of political subdivisions and communities;
 - c. protection of incumbency;

WHEREAS THE CITY OF PORT LAVACA wishes to comply with the federal and state laws protecting the citizens right to vote;

WHEREAS, it is the considered judgment of THE CITY OF PORT LAVACA that **Plan “A”** is in the best interest of the community;

IT IS THEREFORE RESOLVED THAT THE CITY OF PORT LAVACA adopts the attached **Plan “A”** (Attached maps and data) as the new single member districts for use by THE CITY OF PORT LAVACA in all elections after this date; and

IT IS THEREFORE FURTHER RESOLVED THAT THE CITY OF PORT LAVACA authorizes redistricting counsel to make minor modifications to the adopted **Plan “A”** should the State Legislative Redistricting process require such modifications and subject to approval by the city councilmembers; and

IT IS FURTHER RESOLVED THAT redistricting counsel is directed to submit this plan to the U.S. Department of Justice for approval if necessary, as soon as appropriate;

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

V. ADJOURN SPECIAL MEETING

Mayor asked for motion to adjourn.

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

Voting Yea:

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

Special Meeting adjourned at 6:54 p.m.

These minutes were approved on January 10, 2022.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Payment of Invoices Exceeding \$1,500

INFORMATION:

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103960 AED SUPERSTORE					
INV 3818	10/25/2021 12/22/2021	12/22/2021 58976	LIFEPAC W/ CABINET - KIT	FIRE DEPARTMENT	\$11,961.90
01-102300 AEP - TEXAS					
INV 81149272	12/15/2021 12/22/2021	12/22/2021 58977	LED LIGHTS UPGRADE	STREETS	\$5,514.40
01-101852 ARNETT MARKETING, LLC.					
INV 8231	11/29/2021 12/8/2021	12/9/2021 58957	GAUGE WIRE & CLEAR BULBS	PARKS & RECREATION	\$1,860.26
01-103058 BAREFOOT CONSTRUCTION					
INV 001930	12/6/2021 12/8/2021	12/9/2021 58958	RENOVATION OF TRAIN DEPOT	ECONOMIC DEVELOPMENT	\$8,872.20
INV 001932	12/6/2021 12/8/2021	12/9/2021 58958	RENOVATION OF TRAIN DEPOT	ECONOMIC DEVELOPMENT	\$15,682.50
01-101569 CALHOUN COUNTY YMCA					
INV 11/2021	11/21/2021 12/8/2021	12/9/2021 58894	MEMBERSHIP DUES NOVEMBER 2021	ALL DEPARTMENTS	\$1,665.00
01-104052 CALLYO 2009 CORP					
INV N15616	11/30/2021 12/8/2021	12/9/2021 58895	ANNUAL SUBSCRIPTION FY 2021-2022	POLICE DEPARTMENT	\$2,520.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102565 CARD SERVICE CENTER					
INV 0305/112021	12/8/2021 12/22/2021	12/22/2021 163	CREDIT CARD CHARGES	ALL DEPARTMENTS	\$6,950.08
01-103056 CH2M HILL ENGINEERS, INC.					
INV D3364100017	8/27/2021 9/30/2021	12/9/2021 58875	LIGHTHOUSE BEACH FISHING PIER	LIGHTHOUSE BEACH	\$5,962.50
INV D3364100018	10/1/2021 12/8/2021	12/9/2021 58959	LIGHTHOUSE BEACH FISHING PIER	LIGHTHOUSE BEACH	\$2,981.25
INV D3364100019	11/26/2021 12/8/2021	12/9/2021 58959	LIGHTHOUSE BEACH FISHING PIER	LIGHTHOUSE BEACH	\$2,981.25
01-101233 CIVILCORP, LLC					
INV 160828	11/18/2021 12/8/2021	12/9/2021 58960	ENGINEERING- EZZELL ST 2020-2021 CIP	STREETS	\$2,400.00
INV 160834	11/18/2021 12/8/2021	12/9/2021 58897	MATERIALS TESTING	STREETS	\$2,860.00
01-102609 DATAPROSE, LLC					
INV DP2104374	11/30/2021 12/8/2021	12/9/2021 58901	UTILITY BILLING NOVEMBER 2021	UTILITY BILLING	\$1,981.51

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103936 DAUSIN ELECTRIC COMPANY					
INV 21103-3	12/9/2021 12/22/2021	12/22/2021 58992	BACKUP GENERATOR	WWTP	\$77,572.18
01-100728 FERGUSON ENTERPRISES, INC.					
INV 0036828	12/2/2021 12/22/2021	12/22/2021 59001	SEWER CLEAN OUT BOXES	UTILITY MAINTENANCE	\$1,763.35
INV 9956738	11/9/2021 12/8/2021	12/9/2021 58962	WATER / SEWER PARTS	UTILITY MAINTENANCE	\$10,397.05
INV 9956738-1	11/16/2021 12/8/2021	12/9/2021 58962	WATER / SEWER PARTS	UTILITY MAINTENANCE	\$3,678.75
01-102882 FRONTIER SOUTHWEST INC.					
INV 18830907065/122021	12/10/2021 12/22/2021	12/22/2021 59004	PHONE CHARGES DECEMBER 2021	ALL DEPARTMENTS	\$2,220.65
01-102490 U.S. BANK NATIONAL ASSOCIATION					
INV 11/2021	11/24/2021 12/8/2021	12/9/2021 58910	FUEL NOVEMBER 2021	ALL DEPARTMENTS	\$7,789.79
01-100174 G & W ENGINEERS, INC.					
INV 9101.197b-1121	12/3/2021 12/22/2021	12/22/2021 59005	HAZARD MITIGATION GRANT	PORT REVENUE FUND	\$2,500.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-102645 GEXA ENERGY, LP					
INV 32875156-4	11/25/2021 12/8/2021	12/9/2021 58911	ELECTRICITY SERVICES NOVEMBER 2021	ALL DEPARTMENTS	\$30,046.29
01-103800 GRACE FLOORING AND GLASS					
INV 000828	12/2/2021 12/8/2021	12/9/2021 58963	FLOORING COUNCIL CHAMBER	CITY HALL	\$5,494.50
01-100186 GUADALUPE BLANCO RIVER					
INV SI014421	11/30/2021 12/22/2021	12/22/2021 59008	WATER PURCHASED NOVEMBER 2021	NON DEPARTMENTAL	\$101,320.15
01-100187 GUADALUPE BLANCO RIVER					
INV SI014384	12/1/2021 12/8/2021	12/9/2021 58914	STORED WATER IN CANYON LAKE	NON DEPARTMENTAL	\$35,168.00
01-101839 HARRISON,WALDROP					
INV 83433	11/30/2021 12/22/2021	12/22/2021 59011	AUDIT FEES	NON DEPARTMENTAL	\$7,000.00
01-100260 LESTER CONTRACTING, INC.					
INV 2114803	10/31/2021 12/22/2021	12/22/2021 59013	EEZEL STREET RECONSTRUCTION	STREETS	\$71,834.25
INV 2114803-1	10/31/2021 12/22/2021	12/22/2021 59014	DESHAZOR AREA SEWER REPLACEMENT	SEWER CONSTRUCTION	\$105,307.50

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-100260 LESTER CONTRACTING, INC.					
INV 2114804	11/30/2021 12/22/2021	12/22/2021 59015	EEZEL STREET RECONSTRUCTION	STREETS	\$16,341.06
INV 2114804-1	11/30/2021 12/22/2021	12/22/2021 59016	DESHAZOR AREA SEWER REPLACEMENT	SEWER CONSTRUCTION	\$12,910.50
01-102016 MARVELOUS GARDENS INC.					
INV 6889	12/20/2021 12/22/2021	12/22/2021 59017	MEDIAN MOWING	STREETS	\$5,077.50
01-100267 MCCREARY, VESELKA					
INV 11/2021	12/8/2021 12/22/2021	12/22/2021 59018	COLLECTION DELINQUENT TAX FEES	NON DEPARTMENTAL	\$2,877.74
01-100980 ODESSA PUMPS & EQUIPMENT					
INV OP0000001764	11/30/2021 12/8/2021	12/9/2021 58931	EQUIPMENT RENTAL	WWTP	\$1,635.00
01-103938 P&W TREE TRIMMING					
INV INV0140	11/13/2021 12/8/2021	12/9/2021 58964	MOWING - GEORGE ST / CITY PARK	STREETS	\$2,200.00
INV INV0144	11/29/2021 12/8/2021	12/9/2021 58932	REMOVE TREES AND GRIND STUMPS	PARKS & RECREATION	\$1,800.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103938 P&W TREE TRIMMING					
INV INV0147	12/15/2021 12/22/2021	12/22/2021 59024	HAUL BRUSH & BULK	NON DEPARTMENTAL	\$3,400.00
01-103847 ENVIRONMENTAL SCIENCE CORPORATION					
INV 21801427227-S	10/31/2021 12/22/2021	12/22/2021 59025	CHEMICALS	WWTP	\$1,522.00
01-100335 PORT LAVACA, CITY OF					
INV 11/2021	11/30/2021 1/28/2021	12/9/2021 58939	WATER/SEWER NOVEMBER 2021	ALL DEPARTMENTS	\$7,928.70
01-100372 QUALITY HOT-MIX, INC.					
INV 27078	11/10/2021 12/8/2021	12/9/2021 58965	PB4 ROCK - ROAD GRAVEL	STREETS	\$1,543.80
01-103192 RAWLEY MCCOY & ASSOCIATES					
INV 939-002	9/28/2021 9/30/2021	12/9/2021 58878	POLICE STATION REROOF	POLICE DEPARTMENT	\$4,842.57
01-102309 REPUBLIC SERVICES #847					
INV 0847-001184123	11/30/2021 12/22/2021	12/22/2021 59031	DISPOSAL RECYCLING CONTAINERS	NON DEPARTMENTAL	\$2,843.92
INV 0847-001185224	11/30/2021 12/22/2021	12/22/2021 59032	GARBAGE COLLECTION	NON DEPARTMENTAL	\$65,099.43

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-100840 ROBERTS, ODEFY, WITTE					
INV 1608-003M/94	12/2/2021 12/8/2021	12/9/2021 58944	MUNICIPAL COURT/NOVEMBER 2021	NON DEPARTMENTAL	\$1,520.10
01-100408 TCEQ					
INV PHS0199886	11/30/2021 12/8/2021	12/9/2021 58948	WATER SYSTEM FEE FY 2021-2022	WWTP	\$15,018.50
01-104064 TIB NATIONAL ASSOCIATION					
INV LNN00500	12/16/2021 12/22/2021	12/22/2021 59038	FIRE TRUCK	FIRE DEPARTMENT	\$129,756.05
01-102134 VICTORIA ENGINEERING					
INV 16689	10/6/2021 12/8/2021	12/9/2021 58966	ENGINEERING CONTRACT - DREDGING SMITH HARBOR	PORT REVENUE FUND	\$15,085.00
INV 16735	12/6/2021 12/8/2021	12/9/2021 58966	ENGINEERING PROJECT LYNNHAVEN LIFT STATION	WWTP	\$3,661.11
INV 16747	12/7/2021 12/8/2021	12/9/2021 58966	UPPER DOCK REPAIRS	CITY HARBOR	\$1,800.00
INV 16748	12/7/2021 12/8/2021	12/9/2021 58966	ENGINEERING RENOVATION BAUER PARKING LOT	HOTEL OCCUPANCY TAX	\$18,000.00

VENDOR/INVOICE #	ITEM DT/ POST DT	PAY DT/ CHECK #	DESCRIPTION	DEPARTMENT	AMOUNT
01-103802 WALLER COUNTY ASPHALT, INC.					
INV 22115	11/19/2021 12/8/2021	12/9/2021 58967	COLD MIX	STREETS	\$5,928.94
TOTAL INVOICES PAID OVER \$1500.00					\$857,077.23



CITY OF PORT LAVACA
Account Number: XXXX XXXX XXXX 0305

Section VII. Item #C.

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
November 8, 2021 to December 8, 2021

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$6,808.21
- Payments	\$6,808.21
- Other Credits	\$0.00
+ Purchases	\$6,950.08
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$6,950.08

Account Number XXXX XXXX XXXX 0305
Credit Limit \$26,500.00
Available Credit \$19,494.00
Statement Closing Date December 8, 2021
Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$6,950.08
Minimum Payment Due: \$208.51
Payment Due Date: January 2, 2022

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
11/22	11/22	F112700A600CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$6,808.21-
			TOTAL XXXXXXXXXXXX0305	\$6,808.21-
11/17	11/18	5531020A12DJKMMPW	AMZN MKTP US*E22L39VC3 AMZN.COM/BILL WA	\$109.90
11/19	11/19	5543286A35SA9XXL8	AMZN MKTP US*7B43E2I23 AMZN.COM/BILL WA	\$707.32
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXX0727	\$817.22
12/04	12/05	5543286AJ5SQMW26Z	COURTYARD BY MARRIOTT SAN ANTONIO TX	\$632.40
		CHECK-IN 12/04/21	FOLIO #338003	

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305
New Balance: \$6,950.08
Minimum Payment Due: \$208.51
Payment Due Date: January 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

11273390700003050002085100006950085



TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
ERIC SALES				
			TOTAL XXXXXXXXXXXX0776	\$632.40
12/06	12/07	2524780AL00Q38L69	R & M FIREARMS EL CAMPO TX	\$422.00
KAREN NEAL				
			TOTAL XXXXXXXXXXXX0784	\$422.00
11/13	11/14	55263529YBLHK075X	HARBOR FREIGHT TOOLS 2 VICTORIA TX	\$16.23
11/24	11/26	5270715A909FQJFLY	THE HOME DEPOT #6587 VICTORIA TX	\$158.67
12/02	12/03	0514048AGMHDZQ070	H-E-B #434 PORT LAVACA TX	\$7.67
JAVIER RAMOS				
			TOTAL XXXXXXXXXXXX0867	\$182.57
11/09	11/10	55488729SBLYGK99J	TEXAS COMM FIRE PROT 5129363842 TX	\$87.17
11/12	11/14	55488729XBLYKESLT	TEXAS COMM FIRE PROT 5129363842 TX	\$87.17
JUAN LUNA				
			TOTAL XXXXXXXXXXXX0941	\$174.34
11/22	11/23	5548872A7BM6XH7QQ	TCEQ IND RENEWAL LIC 5122396261 TX	\$111.00
WAYNE SHAFFER				
			TOTAL XXXXXXXXXXXX1212	\$111.00
11/12	11/14	55432869W5SD3MP7K	TEXACO 0374789 BASTROP TX	\$34.00
11/12	11/14	52704879XM19MBKYA	HYATT REGENCY LOST PIN 8885874589 TX	\$185.00
		CHECK-IN 11/10/21	FOLIO #41138550	
11/18	11/19	0230537A3EHYP77VW	OFFICE DEPOT #539 VICTORIA TX	\$318.86
11/24	11/26	5270715A909FQJFPT	THE HOME DEPOT #6587 VICTORIA TX	\$21.74
11/26	11/28	5543286AA5SLMY199	AMZN MKTP US*3W3JG43P3 AMZN.COM/BILL WA	\$80.67
11/28	11/29	5531020AQ2E0MJ11A	AMAZON.COM*BJ31VID63 A AMZN.COM/BILL WA	\$56.30
12/07	12/07	5543286AM5V3BKYS3	TEEX ECOMMERCE 979-458-6898 TX	\$500.00
JESSICA CARPENTER				
			TOTAL XXXXXXXXXXXX1329	\$1,196.57
11/24	11/25	5543687A93JSAJ3F6	FORMS FULFILLMENT CENT 914-3456268 NY	\$861.90
SUSAN LANG				
			TOTAL XXXXXXXXXXXX1345	\$861.90
11/20	11/21	0230537A48PMFZHK7	TST* OLD RIVER CITY CA NEW BRAUNFELS TX	\$57.79
11/19	11/22	8535848A5LBZSP2X8	COOPERS OLD TIME PIT B NEW BRAUNFELS TX	\$50.13
11/20	11/22	5543687A551BG0AAW	HAMPTON INNS 830-6080123 TX	\$190.97
		CHECK-IN 11/19/21	FOLIO #221730	
11/20	11/22	5543687A551BG0ABE	HAMPTON INNS 830-6080123 TX	\$190.97
		CHECK-IN 11/19/21	FOLIO #221728	
11/20	11/22	5543687A551BG0ADP	HAMPTON INNS 830-6080123 TX	\$192.05
		CHECK-IN 11/19/21	FOLIO #221729	
JOE REYES JR				
			TOTAL XXXXXXXXXXXX0215	\$681.91
11/09	11/10	55432869T5SH2WFRV	AMZN MKTP US*M24T92Z53 AMZN.COM/BILL WA	\$119.90
11/14	11/15	55432869Y5SZY8Q68	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$137.70
11/29	11/30	5543286AD5SLEAWLB	UPS*BILLING CENTER 800-811-1648 GA	\$32.63
11/29	11/30	1527021AD02WJXZTD	SUBWAY 15295 PORT LAVACA TX	\$7.46
12/01	12/03	5520739AG009ZFTHG	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
12/04	12/05	5513158AJBM926P17	MSFT * E0200GO3RHH 8006427676 WA	\$107.18
JOANNA WEAVER				
			TOTAL XXXXXXXXXXXX0249	\$434.87

Transactions continued on next page



CITY OF PORT LAVACA
Account Number: XXXX XXXX XXXX 0305

Section VII. Item #C.

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
11/11	11/12	52704879V2DLE1EPL	PSI SERVICES LLC USD 8188476180 CA	\$128.00
11/18	11/19	7270088A2S66E4DEP	MAIN STREET SHIPPING C PORT LAVACA TX	\$37.51
11/19	11/21	5543286A35SG8PMFD	AMZN MKTP US*F90JC8HF3 AMZN.COM/BILL WA	\$598.36
11/20	11/21	5543286A45SP27K2N	AMZN MKTP US*4B36K0N63 AMZN.COM/BILL WA	\$95.80
12/01	12/02	5542950AFRTLST4HX	PAYPAL *SAVE LIFE 4029357733 CA	\$552.00
12/02	12/03	7270088AGS66EWSP6	MAIN STREET SHIPPING C PORT LAVACA TX	\$23.63
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,435.30

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	31	\$0.00
Cash Advances	14.24% (v)	\$0.00	31	\$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 **December 31, 2021**
Date: December 30, 2021

Below are the following reports for the period ending **December 31, 2021**, or **25%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$2,609,872** for the year as of November. Collections in FY21-22 are 55.21% of total adjusted tax levy. Total current year Property Taxes Outstanding as of November is **\$2,117,288**.

In the General Fund, revenues through **12/31/21** are **37.8%** of budget. In addition:

1. *Current Property Tax* collections - are **\$2,487,626** for the year as of December. Collections in FY21-22 are 62.6% of budget.
2. *Sales Tax* collections through December were **\$836,440** or 25.4% of budget. Collections through December in FY 20-21 were **\$887,598**.
3. *Licenses & Permits* collections are **\$26,423** for the year, or 11.6% of budget. Collections through December in FY 20-21 were **\$57,925**.
4. *Bauer Center Rentals* through December are **\$11,400** or 22.8% of budget. Collections through December in FY 20-21 were **\$9,040**.
5. *Court Fines* are **\$16,112** for the year, or 13.4% of budget. Collections through December in FY 20-21 were **\$19,904**.

Expenditures in the General Fund for the year are **31.5%** of budget.

In the Utility Fund, revenues as of **12/31/21** are **35.3%** of budget. In addition:

1. *Metered Water* sales through December are **\$554,389 or 27.5%** of budget.
2. *Residential Sewer* sales through December are **257,759 or 24.3%** of budget.
3. *Garbage Billings* through December are **\$193,522 or 27.8%** of budget.

Expenditures in the Utility Fund for the year are **56.3%** of budget.

Summary – FY 2021-2022 through 12/31/21

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$3,573,210	37.8%	\$2,915,928	31.5%	\$657,282
Utility	2,143,865	35.3%	1,044,160	56.3%	1,099,705
HOT	24,609	4.6%	54,924	5.5%	(30,314)
Beach	10,095	5.7%	12,893	41%	(2,798)
Port	149,881	1%	90,422	1.2%	59,458
Total					<u>\$1,783,333</u>

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



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
November 30, 2021**

TAXES DUE AT CERTIFICATION	4,726,568.66
Adjustments to Date	590.88
TOTAL TAX LEVY	4,727,159.54

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			0.00
January			0.00
February			0.00
March			0.00
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	2,609,871.58	0.00	2,609,871.58

	% Collected	Last Year % Collected
TRANSFERRED TO DELINQUENT ROLL	55.21%	56.69%
July, Aug, and Sept Payments	0.00	


2021 TAXES OUTSTANDING	2,117,287.96
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% Current Outstanding	44.79%
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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			0.00
January			0.00
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	16,180.75	6,743.87	22,924.62

DELINQUENT TAXES OUTSTANDING	400,177.06
TOTAL TAXES OUTSTANDING	2,517,465.02


40

COMMUNICATION

SUBJECT: Ratify Lease of Tracts 17 and 17Ar at the Harbor of Refuge to Encore Dredging, LLC

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **January 1, 2022**

LANDLORD: City of Port Lavaca, Texas, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

TENANT

Company name & address Encore Dredging Partners, LLC
225 N. Virginia St. Suite 2
Port Lavaca, Texas 77979

Home office address 3027 Marina Bay Drive, Suite 240
League City, Texas 77573
713-917-7210

Contact #s 361-551-6031
Local responsible party Mark Slider, President Coastal Division
Contact #, email (cell):713-302-8524 mslider@encoredp.com
Emergency contact Charles Dowell (cell):361-920-0855

PREMISES

TRACT #'s CITY HARBOR: 17 and 17Ar

Acreage 17.6 acres

Dockage fee n/a

TERM

Commencement Date January 1, 2022

Termination Date December 31, 2023

Monthly Rate \$5,000.00

Annual Increase on Oct 1, 2022; per MCI 2% min; 5% max.

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE AND
MAY BE REVISED AS NEEDED BY THE PORT COMMISSION WITH APPROVAL OF THE CITY.

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is effective as of **January 1, 2022** (the “Effective Date”) between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as “City”), and **Encore Dredging Partners, LLC**. (hereinafter referred to as “Tenant”).

RECITALS

WHEREAS, Tenant desires to lease a portion of land owned by City, such land being more fully described in Exhibit “A”, which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, City intends to lease to Tenant a tract of land located at Harbor of Refuge, City of Port Lavaca, Texas, identified as Tract(s) 17 and 17Ar consisting of 17.6 acres of land, more or less, fully described in Exhibit “A”;

WHEREAS, the City has determined that this lease to Tenant is authorized by law and constitutes a valid public use; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Lease can be acquired by Tenant from the City;

NOW, THEREFORE, the parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

In consideration of the mutual agreements herein set forth, City and Tenant agree as follows:

Article 1. Definitions. As used in this Lease, the following terms (in addition to the terms defined elsewhere herein), and whether singular or plural thereof, shall have the following meanings when used herein with initial capital letters:

“**Award**” shall mean any payment or other compensation received or receivable from or on behalf of any governmental authority or any person or entity vested with the power of eminent domain for or as a consequence of any Taking.

“**Bulkhead**” shall mean the dockage facilities located adjacent to the Leased Premises that may or may not be leased by separate agreement or by special agreement herein.

“Business Day” shall mean a day other than Saturday, Sunday or legal holiday recognized in City’s Tariffs.

“City” shall mean the City of Port Lavaca, Texas, a home rule municipality and governmental subdivision identified in the opening recital of this Lease, including its duly appointed and authorized Port Commission, and its successors and assigns and subsequent owners of the Leased Premises.

“City Facilities” shall mean all channels, railways, waterways, docks, slips and other facilities and improvements owned, operated or controlled by City (other than the Leased Premises) which are necessary for access to, or the use and operation of, the Leased Premises as contemplated hereunder.

“City’s Tariffs” shall mean the rates, rules, regulations, policies and tariffs issued, adopted, amended and reissued by City, as recommended by its duly appointed and authorized Port Commission, from time to time (including, without limitation, Tariff No. 1-A, as it may be amended)

“Dockage Charges” are those amounts charged to Tenant pursuant to the City’s Tariff, as amended from time to time as recommended by its duly appointed and authorized Port Commission.

“Event of Default” shall have the meaning set forth in Section 16.01 hereof.

“Fiscal Year” shall mean the twelve month period beginning October 1st of any given year and ending September 30th of the following year.

“Force Majeure” shall mean acts of God;

“Hazardous Materials” shall have the meaning ascribed to it in Section 4.04 hereof.

“Impositions” shall mean (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy and other taxes, assessments, charges, excises and levies which are imposed upon or with respect to (1) the Leased Premises or any portion thereof, or the sidewalks, streets or alley ways adjacent thereto, or the ownership, use, occupancy or enjoyment thereof or (2) this Lease and the Rent payable hereunder; and (b) all charges for any easement, license, permit or agreement maintained for the benefit of the Leased Premises.

“Improvements” shall mean all improvements constructed on the Leased Premises during the term of this Lease.

“Leased Premises” shall mean (a) the property leased by Tenant pursuant to this Lease, and further described in Exhibit “A” hereto, and (b) all Improvements thereon or

hereafter added to the property described in Exhibit “A” which shall not include the bulkhead adjacent to the property, as applicable.

“**Legal Requirements**” shall mean any and all (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Tenant or the Leased Premises, including zoning, environmental and utility conservation matters, (b) City’s Tariffs, (c) insurance requirements and (d) other documents, instruments or agreements (written or oral) relating to the Leased Premises or to which the Leased Premises may be bound or encumbered.

“**Permitted Use**” shall mean the operation of Tenant’s business, DREDGING COMPANY, use of the transportation infrastructure access via the right-of-way to City’s general cargo dock, the storage of equipment and use of any agreed upon railroad right-of-ways, and including blending, mixing, storage, and related handling of such materials and components in both bulk and non-bulk forms, and including use of the transportation infrastructure access to any other easements, privately owned or leased docks or terminals, or public highways.

“**Taking**” shall mean the taking, damaging or destroying of all or any portion of the Leased Premises by or on behalf of any governmental authority or any other person or entity pursuant to its power of eminent domain.

“**Total Taking**” shall mean any Taking of all or substantially all of the Leased Premises, or of so much of the Leased Premises that the portion remaining cannot, in Tenant’s good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

“**Partial Taking**” shall mean any Taking of less than all of the Leased Premises such that the portion remaining can, in Tenant’s good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

“**Transfer**” shall mean **an assignment of this lease to another entity, whether related or unrelated.**

Article 2. Leased Premises.

Section 2.01. Description of the Leased Premises. Subject to the provisions of this Lease, City hereby leases, demises and lets to Tenant and Tenant hereby leases from City, the Leased Premises. Both parties acknowledge that City shall have the right to use the Leased Premises in any manner that will not, in City’s discretion, reasonably exercised, interfere with Tenant’s Permitted Use thereof.

Section 2.02. Notification of former land use as a Solid Waste Disposal Site. The City hereby notifies the Lessee that the Leased Premises is part of the 74.08 acre tract of land which was used as a Solid Waste Disposal Site from June 7, 1948 to October 10, 1977. The statement of fact and full description of the boundary of the site, dated October 2, 1978, is recorded as Tract A in Volume 313, Page 657 of the Calhoun County Deed Records.

Section 2.03. Restrictions on Use of Land over Closed MSW Landfill
There are specific restrictions for the use of land over a closed Municipal Landfill. All such rules and restrictions can be found in Title 30, Part 1, Chapter 330, Subchapter T of the Texas Government Code, as may be amended.

Article 3. Term.

Section 3.01. This lease is for a term of Two (2) years commencing on the 1st of January, 2022. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 and subject to the terms of Article 17 Below.

Article 4. Use.

Section 4.01. Permitted Use. Tenant shall use the Leased Premises for the development and operation of any Permitted Uses under this Lease and in accordance with the City Tariff as it may be amended.

Section 4.02. Continuous Operation. Tenant will occupy and continually use the Leased Premises solely for any or all of the Permitted Uses and in strict compliance with all Legal Requirements. This Lease shall terminate in the event Tenant abandons the use of the Leased Premises for a continuous period of 60 days unless excused by Force Majeure. Violation of this provision shall be considered an event of default under Article 16 below.

Section 4.03. Specifically Prohibited Use. Tenant will not (a) use, occupy or permit the use or occupancy of the Leased Premises or use City's other property for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of this Lease, (2) violative of any of the Legal Requirements, (3) dangerous to life, health, the environment or property, or a public or private nuisance or (4) disruptive to the activities of any other Tenant or occupant of property adjacent to the Leased Premises, (b) commit or permit to remain any waste to the Leased Premises or (c) commit, or permit to be committed, any action or circumstance in or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in canceling the insurance policies maintained by Tenant on the Leased Premises and Improvements thereon. City hereby confirms to Tenant that the use of the Leased Premises

for the Permitted Use shall not constitute a prohibited use hereunder so long as the same is conducted in compliance with applicable Legal Requirements.

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms “Hazardous Materials” shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City’s Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

Section 4.05. Notification of Potential Liability Triggering Event. Within two (2) Business Days following receipt thereof, Tenant shall notify and provide City with all copies of written notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party including, but not limited to, the following:

- (a) The violation of any federal, state, or local statute or regulation;
- (b) The loss of any operating permit;
- (c) Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;
- (d) The institution of any lawsuit by any governmental entity or any private party; or
- (e) The service of a potentially responsible party demand letter from any private or governmental party.

Section 4.06. Consequences of Tenant’s Violation of Environmental Legal Requirements. In the event Tenant’s violation of environmental Legal Requirements expose City to fines or penalties as the owner of the Leased Premises, Tenant shall provide the defense of the City with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings,

including appeals, if any. In the event of Tenant's unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve month period, City may re-open negotiations regarding the Term and Land Rent under this Lease.

Section 4.07. INDEMNIFICATION. TO THE EXTENT THE EVENT OCCURS ON OR AFTER THE FIRST DATE OF THIS LEASE, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES, COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES USED BY TENANT, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

Section 4.08. Liability for Environmental Cleanup. Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

Section 4.09. Compliance with City Code of Ordinances related to Smoking. Tenant shall comply with Article 2 of Chapter 20 of the City's Code of Ordinances related to Smoking, as it may be amended.

Article 5. Rent.

5.01 Land Rent. Tenant shall pay to City monthly rent of \$5,000.00 per month, beginning January 1, 2022 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be adjusted on October 1st each year by the Municipal Cost Index with a 2% minimum and a 5% maximum increase. Should the MCI be zero or negative, there will no adjustment to the rent applied. City may give a courtesy notice of any increase annually, however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. Rent shall be prorated for any partial month.

Section 5.02. Cargo Dockage Charges. In addition to such Land Rent, Tenant shall pay all dockage charges for Tenant's use applicable under City's Tariffs as those

charges accrue. Said charges are due on the first of each month and shall be assessed a late fee if paid after the 10th day of the month.

Section 5.03. Wharfage Rates and Changes/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities, and on the 1st day of each calendar month, Tenant shall furnish to City a written report of such movements of all property, commodities and products, inclusive of descriptions of the quantities and kind, during the preceding calendar month. City and its representatives, employees, agents, and designated assigns shall have access at all reasonable times for inspection of all such equipment and instrumentation used in determining the quantities and character of such commodities and property. Tenant shall also keep and maintain records of each vehicle, rail car, barge, or vessel loaded or unloaded at the City's Facilities and shall furnish City with a written report of such monthly use on the 1st day of each succeeding calendar month.

Section 5.04. Place of Payment. Rental due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

Section 5.05. Delinquent Payments. All Rent and other payments required of Tenant hereunder which are not paid by the tenth of the month shall be assessed a charge of ten percent (10%) of the rent then due per month of delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

Section 5.06. Other Charges: Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.

Section 5.07. Tenant to Control Charges. City shall, to the maximum extent permitted by law, permit Tenant to pay directly to the relevant taxing or other authorities or third parties all charges due under this Article 5, if Tenant so requests.

- a. Tenant may, at Tenant's expense and in Tenant's or City's name, in good faith contest any charges (and City shall cooperate fully in any such contest) and, in the event of any such contest, may permit such charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless City shall notify Tenant that, in the reasonable opinion of City, by nonpayment of any such charges the interest of City in the Lease will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event Tenant shall promptly pay any such charges.
- b. Tenant agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate City to make any payment or to take or refrain from taking any action, other than ministerial acts.
- c. All rebates, refunds or other return of charges shall be paid directly to Tenant, or if received by the City, shall be promptly paid over to Tenant.

Section 5.08. Land Rent upon Holdover. If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. City may prevent and disapprove removal if Tenant is in default under Article 16 below. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

Section 6.02. Permits. Tenant shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of the Improvements and Tenant's use and occupancy of and operations at the Leased Premises.

Section 6.03. Alterations & Improvements. Tenant shall not make, or permit to be made, any alterations, improvements or additions to, or install, or permit to be installed, any fixture or equipment in or on the Leased Premises, without the written approval of City. Such written approval must be obtained prior to commencement of construction. City shall not unreasonably withhold or delay such approval. All improvements made, placed, or constructed on the Leased Premises by Tenant shall be maintained at the sole cost and expense of Tenant. Tenant shall construct and install its improvements in a good and workmanlike manner. All permanent improvements become the property of the City and shall not be removed. Any improvements made shall be in accordance with the Americans with Disabilities Act.

Section 6.04. Route for Industrial Traffic. Tenant agrees that all industrial road traffic (defined as vehicles, including haul, weighing in excess of one (1) ton shall use the traffic route designated in the attached Exhibit "B". **Failure to observe this route may result in tickets issued by Port Lavaca police department.**

Section 6.05. Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition (except that all cleanup of the Leased Premises by the "previous tenant" must be completed and that Tenant will not be held responsible for any cleanup not completed by previous tenant, both visible and any that is not visible), **"AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises. Tenant acknowledges that City has advised it that it has recently had a Phase 1 and limited Phase 2 environmental study on the property related to the landfill for the most part. Tenant may review these documents with City upon reasonable notice. Further Tenant is aware the Phase 2 environmental study is ongoing and pursuant to Article 10, City shall give advanced notice to Tenant in the event City needs to enter the property for the purpose of further Phase 2 work.

Section 6.06. Repair and Maintenance. Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.07. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

Section 6.08. Damages to property and facilities. Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

Article 7. Fencing, Rail Service and Utilities. At Tenant's option, Tenant shall, at its sole cost and expense, provide for appropriate fencing for the Leased Premises which shall become a permanent fixture on the Lease Premises. Tenant shall, at its sole cost and expense, provide for whatever additional services and utilities it may desire, including but not limited to railroad services for the Leased Premises and water, both potable and non-potable, fire water, gas, electricity, telephone, sewage treatment, waste water collection and drainage and any other utilities or similar services used in or on the Leased Premises, but shall have no obligation to provide such services or utilities except as needed by Tenant. Tenant may, at its sole option, receive railroad services for the Leased Premises. Tenant shall be responsible for all costs and charges in connection therewith and agrees to pay the same promptly as such charges accrue, and to protect, indemnify and hold City harmless from and against any and all liability for any such costs or charges.

Article 8. Impositions. During the Term, Tenant shall pay or cause to be paid as and when the same shall become due, all Impositions. Impositions that are payable by Tenant for the tax year in which Commencement Date occurs as well as during the year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable for such periods of time. Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due. Upon request by City, Tenant shall deliver to City evidence of payment of any Imposition Tenant is obligated to pay hereunder.

Article 9. Transfer by Tenant.

Section 9.01. General. Tenant shall not affect or suffer any Transfer without the prior written consent of City. Any attempted Transfer without such consent shall be void and of no effect. If City does consent to a Transfer, Tenant herein shall not be relieved of

any responsibility, including, but not limited to the duty to pay rent and guarantees of performance under this Lease.

Section 9.02. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

Article 10. Access by City/exercise of Self-Help. City, its employees, contractors, agents and representatives, shall have the right (and City, for itself and such persons and firms, hereby reserves the right) to enter the Leased Premises during reasonable business hours and upon reasonable notice (a) to inspect the Leased Premises, (b) to show the Leased Premises to prospective purchasers or tenants, (c) to determine whether Tenant is performing its obligations hereunder and, if it is not, to perform same at City's option and Tenant's expense or (d) for any other reasonable purpose. In an emergency, City (and such persons and firms) may use any means to open any door into or in the Leased Premises without any liability therefor. Entry into the Leased Premises by City or any other person or firm named in the first sentence of this Article for any purpose permitted herein shall not constitute a trespass or an eviction (constructive or otherwise), or entitle Tenant to any abatement or reduction of Rent, or constitute grounds for any claim for damages for any injury to or interference with Tenant's business, for loss of occupancy or for consequential damages, but City shall not unreasonably interfere with Tenant's use or quiet enjoyment of the Leased Premises.

Article 11. Insurance.

Section 11.01. Liability Insurance. The Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial General Liability insurance and Environmental Impairment Liability Insurance. Each policy shall be in an amount not less than Two Million (\$2,000,000.00) general aggregate for bodily injury and property damage. To the extent of the risks and liabilities expressly assumed herein by Tenant, City shall be included on the Tenant's Commercial General Liability policy as an additional insured and furnished a Certificate of Insurance evidencing such coverage. To the extent of the risks and liabilities expressly assumed herein by Tenant, the coverage shall also provide for a waiver of all rights of subrogation.

Section 11.02. Property Insurance. Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial Property insurance covering City's buildings, fixtures, equipment, and tenant improvements and betterments at actual cash value as defined as replacement cost. Tenant shall procure and maintain Commercial Property insurance to cover its personal property.

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, , AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) AND FOR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW), INCLUDING COSTS, EXPENSES, PENALTIES AND INTEREST, ATTORNEY FEES AND SETTLEMENTS HEREINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL

MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

CITY AND TENANT ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE 12 COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTY'S OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS LEASE.

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during the Term, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant will perform such restoration with at least as good workmanship and quality as the improvements being restored, and in compliance with the provisions of Article 6 hereof. Notwithstanding the foregoing provisions of this subparagraph (a) to the contrary, if all such improvements are wholly destroyed by any casualty, or are so damaged or destroyed that, the City determine in its sole discretion that it would be uneconomic to cause the same to be restored, then Tenant shall not be obligated to restore such improvements and this Lease shall terminate as of the date the Improvements are removed and the property is restored in accordance with §6.01.

(b) If a casualty loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Tenant for the damages arising from such casualty shall be distributed and paid directly to the Party actually performing the restoration of the Leased Premises under Sections 6.01 and 13.01(a), as interest may appear, for all damages to the Leased Premises or for costs incurred for the restoration of the Leased Premises to its unimproved condition as provided in Section 6.01.

Section 13.02. Notice of Damage. Tenant shall immediately notify City of any destruction of or damage to the Leased Premises.

Article 14. Condemnation.

Section 14.01. Total Taking. If a Total Taking of the Leased Premises occurs, then this Lease shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises and the parties shall be entitled to receive and retain the Award for the Taking of the Leased Premises as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.]

Section 14.02. Partial Taking. If a Partial Taking of the Leased Premises occurs, as defined in Article 1 above, (a) this Lease shall continue in effect as to the portion of the Leased Premises not taken, and (b) Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the parties shall be entitled to receive and retain the Award for the portion of the Leased Premises taken, as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.] In addition, upon a Partial Taking, the Land Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

Section 14.03. Notice of Proposed Taking. Tenant and City shall immediately notify the other of any proposed Taking of any portion of the Leased Premises.

Article 15. Quiet Enjoyment. Tenant, on paying the Rent and all other sums called for herein and performing all of Tenant's other obligations contained herein, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the Term subject to the provisions of this Lease. City agrees to warrant and forever defend Tenant's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under City (but not otherwise), subject to the provisions of this Lease, all matters of record in the Official Records of Calhoun County, Texas, and any unrecorded easements or licenses executed by City to the extent the foregoing are validly existing and applicable to the Leased Premises.

Article 16. Default.

Section 16.01. Events of Default. Each of the following occurrences shall constitute an Event of Default by a party under this Lease:

- (a) The failure of **Tenant** to pay any amount due under this Lease on or before the 10th day of the month.
- (b) The failure by a Tenant to perform, comply with or observe any other agreement, obligation or undertaking of such Tenant, and the continuance of such failure for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying such failure, except that if cure is not reasonably possible within such thirty (30) day period, Tenant shall not be in default if it promptly commences cure within such period and thereafter diligently pursues cure until completion;
- (c) The filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, or seeking any relief under the federal Bankruptcy Code or any similar debtor relief laws; or
- (d) Use of the Leased Premises by Tenant or its successors or assigns for any purpose other than a Permitted Use, as defined in Article 1, and Tenant's failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

Section 16.02. Remedies. Upon the occurrence of an Event of Default by Tenant, the Landlord may, in addition to its other remedies, terminate this Lease upon thirty (30) days notice to the other party; however, such notice shall not be effective if the Tenant cures the Event of Default within the meaning of Section 16.01(b) above. Further, Landlord may declare all Land Rent for the entire balance of the then current Lease Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred.

Section 16.03. No Waiver; No Implied Surrender. Provisions of this Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision evidencing the waiver in writing. No waiver of any breach by a party shall constitute a waiver of any subsequent breach.

Section 16.04. City's Right of Reentry Upon Default. At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money

or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

Article 17. Right of Reentry.

Upon the expiration or termination of the Term for whatever cause, or upon the exercise by City of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately, quietly and peaceably surrender to City possession of the Leased Premises in the condition and state of repair required under the Lease and Tenant shall remove the non-permanent Improvements in accordance with Section 6.01 hereof. If Tenant fails to surrender possession as herein required, City may initiate any and all legal action as City may elect to dispossess Tenant and all persons or firms claiming by, through or under Tenant of its non-permanent Improvements from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage or destruction thereto) any such non-permanent Improvements at Tenant's cost and expense. For so long as Tenant remains in possession of the Leased Premises after such expiration, termination or exercise by City of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant under this Lease, except that the Land Rent shall be twice the per day Land Rent in effect immediately prior to such expiration, termination or exercise by City. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

Article 18. Miscellaneous.

Section 18.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute independent unconditional obligations to be performed at the times specified hereunder, regardless of any breach or default by City hereunder. Tenant shall have no right to claim any nature of lien against the Leased Premises or to withhold, deduct from or offset against any Rent or other sums to be paid to City by Tenant.

Section 18.02. Applicable Law. This Lease shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

Section 18.03. Assignment by City. City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or this

Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

Section 18.04. Estoppel Certificates. From time to time at the request of City, Tenant will promptly and without compensation or consideration execute, have acknowledged and deliver a certificate stating (a) the rights (if any) of Tenant to extend the Term or to expand the Leased Premises, (b) the Rent (or any components of the Rent) currently payable hereunder, (c) whether this lease has been amended in any respect and, if so, submitting copies of or otherwise identifying the amendments, (d) whether, within the knowledge of Tenant after due investigation, there are any existing breaches or defaults by City hereunder and, if so, stating the defaults with reasonable particularity and (e) such other information pertaining to this Lease as City may reasonably request.

Section 18.05. Signs. Tenant shall not install any signs, placards or other advertising or identifying marks upon the Leased Premises or upon the exterior of any Improvements to or constituting a part of the Leased Premises without the prior written consent of City, which shall not be unreasonably withheld. Tenant agrees to remove promptly and to the satisfaction of City (at Tenant's sole cost and expense) upon the expiration or earlier termination of the Term any and all such signs, placards or other advertising or identifying marks.

Section 18.06. Relation of the Parties. It is the intention of the parties to create hereby the relationship of City and Tenant, and no other relation is hereby created. Nothing in this Lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

Section 18.07. Public Disclosure. City is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and as such City is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by City as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose City (or any party acting by, through or under City) to any claim, liability or action by Tenant.

Section 18.08. Notices and Billing Address. All notices and other communications given pursuant to this Lease shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth in this Lease, or sent by prepaid telegram, cable or telex followed by a confirmatory letter. Notice mailed in the aforesaid manner shall become effective three (3) Business Days after deposit; notice given in any other manner shall be effective only upon receipt by the intended addressee. For the purposes of notice and/or billing, the address of

- (a) City shall be:
City of Port Lavaca
202 N. Virginia
Port Lavaca, Texas 77979
Attention: City Manager (payments – Finance Director)

and

- (b) Tenant shall be:
Encore Dredging Partners, LLC
3027 Marina Bay Drive, Suite 240
League City, Texas 77573

Each party shall have the continuing right to change its address for notice hereunder by the giving of fifteen (15) days prior written notice to the other party; provided however, if Tenant vacates the location that constitutes its address for notice hereunder without changing its address for notice pursuant to this Lease, then Tenant’s address for notice shall be deemed to be the Leased Premises.

Section 18.09. Entire Agreement, Amendment and Binding Effect. This Lease constitutes the entire agreement between City and Tenant relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by City and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference

to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

Section 18.12. Authority. The person executing this Lease on behalf of Tenant personally warrants and represents unto City that (a) (if applicable) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas (b) Tenant has full right and authority to execute, deliver and perform this Lease, (c) the person executing this Lease on behalf of Tenant was authorized to do so and (d) upon request of City, such person will deliver to City satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant.

Section 18.13. Incorporation by Reference. Exhibits “A” and “B” hereto is incorporated herein for any and all purposes.

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity of any provision hereof.

Section 18.16. Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

[Signatures follow on Next Page]

EFFECTIVE Jan. 1, 2022 and EXECUTED this 30th day of December, 2021.

CITY OF PORT LAVACA:


John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT

By: Mark Slider

Name: MARK SLIDER

Title: President, Coastal Division



COMMUNICATION

SUBJECT: Ratify Resolution No. R-122021-1 of the City of Port Lavaca to adopt Redistricting Plan “A” Map based on the 2020 U.S. Census

INFORMATION:

COUNTY OF CALHOUN §
STATE OF TEXAS §

**RESOLUTION NO. R-122021-1
OF THE CITY OF PORT LAVACA TO ADOPT PLAN “A”**

WHEREAS the 2020 United States Census data indicates that THE CITY OF PORT LAVACA Single Member Districts do not comply with the constitutional one person one vote rule;

WHEREAS THE CITY OF PORT LAVACA has considered the following criteria in equalizing the population in each Single Member District:

1. Districts are of equal population size given the limitations imposed by the 14th Amendment of the United States Constitution and 42 USC § 1983. No more than a 10% top to bottom deviation.
2. Districts must comply with Sections 2 of the Federal Voting Rights act, 42 USC § 1973, as amended and the Texas State Equal Rights Provisions.
3. Population must be equalized using the 2020 US Census Data before elections can be legally conducted.
4. Districts are comprised of compact and contiguous geographic areas given the limitations imposed by the non-compactness of the jurisdiction. (COMPACTNESS and CONTIGUOUSNESS FACTORS)
5. Other considerations include:
 - a. identifiable geographic features for boundaries;
 - b. integrity of political subdivisions and communities;
 - c. protection of incumbency;

WHEREAS THE CITY OF PORT LAVACA wishes to comply with the federal and state laws protecting the citizens right to vote;

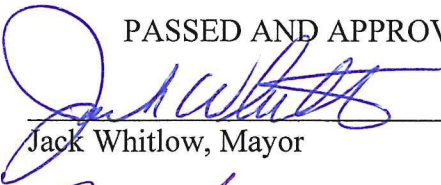
WHEREAS, it is the considered judgment of THE CITY OF PORT LAVACA that **Plan “A”** is in the best interest of the community;

IT IS THEREFORE RESOLVED THAT THE CITY OF PORT LAVACA adopts the attached **Plan “A”** (Attached maps and data) as the new single member districts for use by THE CITY OF PORT LAVACA in all elections after this date; and


IT IS THEREFORE FURTHER RESOLVED THAT THE CITY OF PORT LAVACA authorizes redistricting counsel to make minor modifications to the adopted **Plan “A”** should the State Legislative Redistricting process require such modifications and subject to approval by the city councilmembers; and

IT IS FURTHER RESOLVED THAT redistricting counsel is directed to submit this plan to the U.S. Department of Justice for approval if necessary, as soon as appropriate;

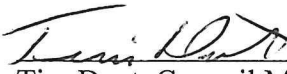
PASSED AND APPROVED this 20th day of December, 2021




Jack Whitlow, Mayor



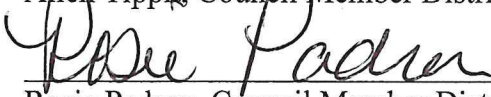
Jerry Smith, Council Member District 1



Tim Dent, Council Member District 2



Allen Tippit, Council Member District 3



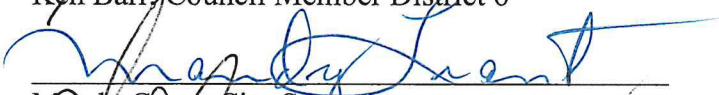
Rosie Padron, Council Member District 4



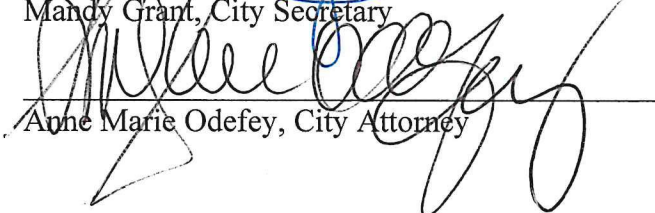
Jim Ward, Council Member District 5



Ken Barr, Council Member District 6



Mandy Grant, City Secretary



Anne Marie Odefey, City Attorney

COMMUNICATION

SUBJECT: Consider proposals from Republic to extend the current Solid Waste Collection Contract between BFI Waste Services of Texas, L.P. dba Republic Services of Corpus Christi and the City of Port Lavaca. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JANUARY 10, 2022

DATE: 1.07.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: REPUBLIC SERVICES CONTRACT

The Republic Solid Waste Collection and Disposal contract expires on November 30, 2022 per the 2nd amendment to the Contract. We currently pay \$17.53/customer/month for 2x weekly garbage and 1x 5 cy brush/bulk (no light construction).

Per the 3rd amendment, their contract fee automatically increases by 3% each year on February 1st, beginning in 2019. A 3% increase on February 1 would be 53 cents and another 3% increase on February 1 of 2023 would be another 54 cents (total \$1.07)

After the discussion at the last Council meeting, the general consensus seemed to be to extend the Republic contract. Mike Reeves is providing more detailed costs for a couple options for Council to consider. His written memo is included in the Council packet, but simply put:

1. We can agree to extend 3 years with no change in service and there will be no price increase until Feb 2023
2. We can agree to extend 5 years with no change in service and there will be no price increase until Feb 2024

(Note: under a 4th amendment to the contract, future increases would still be a fixed amount, but most likely closer to 3.5% or 4%. Mike will talk more about this Monday night. But he assured me it would be a fixed number and not based on the CPI, which could be anything in the current volatile economic environment.)

If, at wherever point, we choose to increase the allowable brush/bulk to 12 cy, Republic will agree to include light construction debris as eligible bulk. With a 3-year extended contract, this added service would add \$3/customer/month; with a 5-year extended contract, it would add \$2/customer/month.

NOTE: The minimum necessary action that needs to be taken at Monday night's Council meeting is to vote whether to extend their contract. The minimum extension they will accept is 3 years. A vote for either a 3 year or a 5 year extension will stop the 3% increase from kicking in on February 1, per Amendment 3.

I realize that Council may not want to consider any monetary increase to the solid waste services yet until we fully understand the recommendations on an increase to the water and sewer rates. As you are aware, Susan and I are working with Mr. Philip Givens to prepare a rate study with a recommendation for an **increase to the water and sewer rates**. We have his report, but are still working through changes needed to some of the assumptions that Mr. Givens made in preparing this report. We are working toward having this ready to discuss at the January 24th workshop.

Bottom line, if Council wants to wait to make a decision whether to add the increased volume (which would also include light construction debris) until after a decision is made on an increased water/sewer rate – that is OK! We can go back to Republic at any time and add the increase bulk with the light construction debris and even increase to 5 years to take advantage of the \$1 savings that would realize.

**Port Lavaca Service Changes
Proposed Options
1/10/2022**

The following options are open for consideration between the City and our company: Should the City wish to make a change we will submit a formal proposal with approved pricing depending on the option chosen in February. Any service change will be amended to the current Contract. These changes are for residential only and the pricing is subject to Area approval.

Current Service: \$17.53 per home, per month

- 2X per week waste collection
- 1X per month brush & bulky waste collection (5 cu yards)

Option 1: 3 Year Extension (No price change)

- 2X per week waste collection
- 1X month brush & bulky waste collection (5 cu yards)
- Waive residential CPI portion for 1 year (2022)

Option 2: 5 Year Extension (No price change)

- 2X per week waste collection
- 1X per month brush & bulky collection (5 cu yards)
- Waive residential CPI portion for 2 years (2022-2023)

Option 3: 3 Year Extension Enhanced (\$3.00 increase)

- 2X per week waste collection
- 1X per month brush & bulky collection (12 cu yards)
- Light construction included with bulk

Option 4: 5 Year Extension Enhanced (\$2.00 increase)

- 2X per week waste
- 1X per monthly brush & bulky (12 cu yard)
- Light construction included with bulk



COMMUNICATION

SUBJECT: Consider Second Amendment to the Consultant Services Agreement between the City of Port Lavaca and Muniservices, LLC for Sales Tax Compliance Review. Presenter is Susan Lang

INFORMATION:



**SECOND AMENDMENT TO
THE CONSULTANT SERVICES AGREEMENT
BETWEEN
THE CITY OF PORT LAVACA AND
MUNISERVICES, LLC**

This Amendment No. 2 is made effective February 8, 2022, by and between the City of Port Lavaca, a municipal corporation of the State of Texas ("City"), and MuniServices, LLC, a Delaware limited liability company ("Consultant"), collectively the Parties

RECITALS

- On or about February 8, 2016, the City and Consultant entered into an agreement for Sales Tax Compliance Review ("Agreement").
- The initial term of the Agreement was for a two-year period with three automatic renewals for one-year terms.
- On or about February 8, 2021, the Parties extended the term of the Agreement for an additional one-year period through February 7, 2022.
- By way of this Amendment No. 2, the Parties desire to extend the term of the Agreement for an additional one-year period through February 7, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

AGREEMENT

1. Add Section 5 Term of this Agreement:
Add the following to the end of the paragraph:

City hereby exercises its options to extend the term of the Agreement for an additional one-year period through February 7, 2023.

2. Other Terms
All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

MuniServices, LLC

City of Port Lavaca
a municipal corporation

By: _____

By: _____

Name: _____

Name: Jack Whitlow

Its: _____

Its: Mayor

Date: _____

Date: _____

COMMUNICATION

SUBJECT: Consider Resolution No. R-011022-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 07, 2022 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: JANUARY 10, 2022

DATE: 01-03-22

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

FROM: MANDY GRANT, CITY SECRETARY

SUBJECT: RESOLUTION NO. R-011022-1E ESTABLISHING PROVISIONS FOR CONDUCT FOR THE CITY OF PORT LAVACA GENERAL OFFICERS ELECTION HELD ON THE UNIFORM DATE OF MAY 07, 2022 AND AUTHORIZING MAYOR TO ISSUE ORDER OF ELECTION

BACKGROUND:

In accordance with the 84th session of the Texas Legislature in 2015, City Elections will be held on the first Saturday in May of each year; therefore, Saturday, May 07, 2022, is the uniform date scheduled for the general officer's election

Terms will expire for the Mayor and Council Members in District 4 and District 5.

Applications for a place on the ballot for these offices may be filed beginning 8:00 a.m. on Wednesday, January 19, 2022 and continuing through Friday, February 18, 2022 at 5:00 p.m.

The last day to register to be eligible to vote in this election is Thursday, April 07, 2022.

The Office of the City Secretary shall perform all duties necessary to conduct the general officer's election.

FINANCIAL IMPLICATIONS:

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

IMPACT ON COMMUNITY SUSTAINABILITY:

Elections determine the leadership of our City.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-011022-1E.

ATTACHMENTS:

Resolution No. R-011022-1E.

RESOLUTION NO. R-011022-1E

RESOLUTION ESTABLISHING PROVISIONS FOR CONDUCT OF THE CITY OF PORT LAVACA, TEXAS, GENERAL OFFICERS ELECTION; QUALIFICATIONS FOR OFFICE; VOTES CAST TO BE ELECTED; OFFICE OF THE CITY SECRETARY, OBTAIN ELECTION SUPPLIES AND EQUIPMENT, DESIGNATE POLLING PLACES, DATE AND TIME SCHEDULE FOR EARLY VOTING AND ELECTION DAY; EXECUTE NOTICE OF ELECTION; PUBLICATION; AND ORDERING THE ELECTION

WHEREAS, in accordance with the City Charter of the City of Port Lavaca, the Texas Election Code and other applicable state and federal laws, the City Council of the City of Port Lavaca, Texas hereby finds that a general officers election should be held on Saturday, May 07, 2022.

WHEREAS, in addition to calling and ordering the general officers election, City Council finds it necessary and expedient to establish provisions for the conduct of such election:

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

SECTION 1. THAT, an election shall be held on Saturday, May 07, 2022, which is a uniform election date, in the City of Port Lavaca, Texas, which date is not less than forty-five (45) days from the date of the adoption of this resolution for the purpose of electing the following officers:

- One Mayor, At-Large Position, for a term of two (2) years; and
- One Council Member, Single District Four (4), for a term of 3 years; and
- One Council Member, Single District Five (5), for a term of 3 years; and

SECTION 2. THAT. the Qualifications for Office, per City Charter Article 4.02, are as follows:

- a) In addition to the requirements of state law, at the time of election to office, the Mayor and each member of Council shall be at least twenty one (21) years of age, shall be a United States citizen and qualified voter of the State of Texas, shall have resided in the City for not less than one (1) year immediately preceding the election filing deadline and, if elected from a district, shall have resided in the district from which elected for not less than six (6) months immediately preceding the election filing deadline.
- b) Candidates for office shall make a sworn application for a place on the ballot within the times prescribed by the Texas Election Code, and pay any filing fee established by ordinance. Applications shall designate the position sought and applications for council member shall include the district number, if applicable. It shall be the duty of the Office of the City Secretary of the City of Port Lavaca to place the name of all qualified candidates making timely application on the official ballot. Legal proof of length of residency in the City and/or district must be presented to the Office of the City Secretary upon filing for office.

SECTION 3. THAT, per City Charter, Article 4.03, the candidate receiving a majority of the votes cast for the office sought shall be elected to that office. In the event no candidate receives a majority of the votes cast at the regular election, then and in that event, a run-off election shall be held in accordance with Texas Election Law following procedures therein.

SECTION 4. THAT, the Office of the City Secretary of the City of Port Lavaca shall consist of the City Secretary and/or the Assistant City Secretary and shall perform all duties necessary to conduct the general officer's election.

SECTION 5. THAT, the Office of the City Secretary, is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct such election.

SECTION 6. THAT, such election shall be conducted by the City of Port Lavaca, with Early Voting Days and the Election Day voting to be at the following polling place designated for each City election district:

<u>DISTRICT NUMBER</u>	<u>POLLING PLACE</u>
District One	City of Port Lavaca City Hall – Main Lobby 202 N. Virginia Street
District Two	City of Port Lavaca City Hall – Main Lobby 202 N. Virginia Street
District Three	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Four	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Five	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Six	City of Port Lavaca City Hall -Main Lobby 202 N. Virginia Street

SECTION 7. THAT, Early Voting Days shall be conducted during the following schedule:

Monday	April	25	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	26	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	27	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	28	from	7:00	a.m.	to	7:00	p.m.
Friday	April	29	from	8:00	a.m.	to	5:00	p.m.
Monday	May	02	from	8:00	a.m.	to	5:00	p.m.
Tuesday	May	03	from	8:00	a.m.	to	5:00	p.m.

Early voting by personal appearance shall be conducted during the regular business hours of the Office of the City Secretary each week day from 8:00 a.m. until 5:00 p.m., except for the second and fourth days of the early voting period by personal appearance. On the second and fourth days of early voting by personal appearance, the Office of the City Secretary's regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m.

SECTION 8. THAT, Election Day Voting shall be conducted during the following date and time:

Saturday	May	07	from	7:00	a.m.	to	7:00	p.m.
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SECTION 9. THAT, Notice of the election, including a Spanish translation thereof, shall be posted at City Hall and published in a local newspaper as provided by the Home Rule Charter of the City of Port Lavaca, the Texas Election Code and/or other state and federal law, and the Mayor, or his designee, is hereby authorized and directed to execute such Notice together with an Order calling such election.

SECTION 10. THAT, should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 11. THAT, this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 10th day January, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on Saturday, May 07, 2022, for the purpose of electing the following officers of the City of Port Lavaca, Texas:

- One Mayor, At-Large Position, for a term of two (2) years; and
- One Council Member, Single District Four (4), for a term of 3 years; and
- One Council Member, Single District Five (5), for a term of 3 years; and

Early voting by personal appearance shall be conducted at the:

City of Port Lavaca – City Hall – Main Lobby
202 N. Virginia Street
Port Lavaca, Texas 77979

The hours will be as the following schedule in 2022:

Monday	April	25	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	26	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	27	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	28	from	7:00	a.m.	to	7:00	p.m.
Friday	April	29	from	8:00	a.m.	to	5:00	p.m.
Monday	May	02	from	8:00	a.m.	to	5:00	p.m.
Tuesday	May	03	from	8:00	a.m.	to	5:00	p.m.

Applications for ballot by mail shall be mailed to:

Mandy Grant, City Secretary
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979

The last day to request applications for ballots by mail, **MUST** be received no later than the close of business, at 5:00 p.m., on Tuesday, April 26, 2022.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca,
this 10th day January, 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

Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than sixty (60) days before Election Day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el Sabado, 7 de Mayo de 2022, con el propósito de electar los siguientes oficiales de la Ciudad de Port Lavaca, Tejas:

- *Un Alcalde, de la Ciudad, todos distritos, por un plazo de 2 años*
- *Un Miembro del Consejo, único distrito # 4, por un plazo de 3 años*
- *Un Miembro del Consejo, único distrito # 5, por un plazo de 3 años*

La votación adelantada en persona se llevará a cabo de Lunes a Viernes en:

*Ciudad de Port Lavaca – en la Alcaldia
202 N. Virginia Street
Port Lavaca, Texas 77979*

Durante estos horarios en el año 2022:

<i>Lunes</i>	<i>Abril</i>	<i>25</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Martes</i>	<i>Abril</i>	<i>26</i>	<i>de las</i>	<i>7:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>7:00</i>	<i>p.m.</i>
<i>Miercoles</i>	<i>Abril</i>	<i>27</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Jueves</i>	<i>Abril</i>	<i>28</i>	<i>de las</i>	<i>7:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>7:00</i>	<i>p.m.</i>
<i>Viernes</i>	<i>Abril</i>	<i>29</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Lunes</i>	<i>Mayo</i>	<i>02</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Martes</i>	<i>Mayo</i>	<i>03</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

*Mandy Grant, Secretaria de la Ciudad
Ciudad de Port Lavaca – en la Alcaldia
202 N. Virginia Street
Port Lavaca, Texas 77979*

El ultimo dia de las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio, las 5:00 de la tarde, el Martes, 26 de Abril de 2022.

APROBADO y adoptado por el Consejo de la ciudad de Port Lavaca, Tejas, este día 10 de Enero de 2022.

Jack Whitlow, Alcalde

Jerry Smith, Consejo Distrito #1

Tim Dent, Consejo Distrito #2

Allen Tippit, Consejo Distrito #3

Rosie Padron, Consejo Distrito #4

Jim Ward, Consejo Distrito #5

Kenneth Barr, Consejo Distrito #6

Nota: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar sesenta (60) días antes del día de elección.

COMMUNICATION

SUBJECT: Consider the second and final reading of an Ordinance (F-1-21) of the City of Port Lavaca, Texas granting to AEP Texas Inc., its Successors and Assigns, a non-exclusive Franchise to construct, maintain and operate lines and appurtenances and appliances for conducting electricity in, over, under, and through the streets, avenues, alleys and public places of the City of Port Lavaca, Texas. Presenter is Jody Weaver

INFORMATION:

ORDINANCE NO. F-1-21

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS GRANTING TO AEP TEXAS INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE LINES AND APPURTENANCES AND APPLIANCES FOR CONDUCTING ELECTRICITY IN, OVER, UNDER, AND THROUGH THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES OF THE CITY OF PORT LAVACA, TEXAS.

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

SECTION 1: That AEP Texas Inc., a corporation organized under the laws of the State of Delaware, its successors and assigns ("Company") is granted the non-exclusive right, privilege, franchise and authority until January 14, 2037, to acquire, construct, maintain, and operate in, above, under, across, over, and along the streets, alleys, thoroughfares, bridges, and public places ("Public Rights-of-Way"), as the same now exist or may hereafter be laid out in the City of Port Lavaca, State of Texas, (the "City"), lines for the transmission and distribution of electric energy and services incidental thereto, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances as currently installed or that may be installed in the future including but not limited to electric substations, underground conduits, poles, towers, wires and transmission and distribution lines, and fiber optic cable and telegraph and telephone wires for audio, video and data communications for use in support of transmission and distribution operations and the electric system and grid and matters appurtenant thereto, all for the purpose of transmitting and distributing electrical energy to the City and its inhabitants, and persons and corporations within and beyond the limits thereof for light, heat, power and any other purpose or purposes for which electric energy is now or may hereafter be used, and to license or lease space on or within Company's poles, conduit, and appurtenant facilities for the attachment of third-party facilities, and for all other facilities Company deems reasonably necessary for the provision of safe, reliable, and economical electric service to the City.

SECTION 2: Poles and towers must be erected so as not to interfere unreasonably with traffic over streets and alleys, and the City may make and impose reasonable requirements fixing the location of poles, towers, and conduits, provided that no such requirement may be unreasonably burdensome upon Company or unreasonably interfere with the operation or maintenance of its facilities.

SECTION 3: The City grants to Company permission to cut down, trim, remove, and otherwise control using herbicides or tree growth regulators, any trees, branches, vegetation, or brush upon and overhanging the Public Rights-of-Way of the City in the vicinity of Company's electric facilities where such trees and other vegetation, in Company's reasonable opinion, may endanger the safety of Company's personnel or interfere with the construction, operation or maintenance of Company's facilities or ingress or egress to, from, or along the Public Rights-of-Way.

SECTION 4: Company shall fully indemnify and save the City harmless from any and all damage, loss, action, or cause of action arising in whole or in part from Company's exercise of any of its rights, privileges, franchises, and obligations hereunder except to the extent arising out of the City's negligence or willful misconduct.

SECTION 5: For and as full consideration and compensation for this franchise and the rights, privileges, and easements granted and conferred thereby and as rental for the use of the Public Rights-of-Way within or that may in the future be within the City, Company must pay the City an amount calculated in accordance with the methodology prescribed by applicable law, as it exists today in the form and substance of the Texas Public Utilities Regulatory Act (PURA) Section 33.008(b), Texas Utilities Code, currently the product of a factor of \$0.002804 per kilowatt hour multiplied times the number of kilowatt hours delivered by Company to retail customers within the City's boundaries as such charge may be revised from time to time in accordance with Section 33.008(b) of the Texas Utilities Code or any other applicable provision of law regarding franchise fee payments. A payment made based on the foregoing applicable law or any change, modification, or replacement thereof will be made each month throughout the term provided for in this ordinance, with each such payment to be made on the first business day of the second month following the month in which the deliveries occurred, for the billing cycle for that month.

The City must notify the Company in writing of newly annexed and de-annexed areas. The notice must include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. The Company will have no responsibility for commencing payments to the City for kilowatt hours delivered in newly annexed areas until it has received the City's notification. Upon the City's notification and starting the 91st day after receipt of such notice, Company will commence payments to the City for kilowatt hours delivered in each newly annexed area and will make any appropriate adjustments in payments reflecting over deliveries of kilowatt hours in any prior month resulting from inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over deliveries in de-annexed areas must be made back to the effective date of the ordinance.

SECTION 6: References made in this ordinance to the City or Company will include the respective successor or assign of either the City or Company, and all rights, privileges, franchises and obligations contained in this ordinance will bind and benefit each successor or assign, in which event the predecessor of each successor or assign is divested of all such rights, privileges, franchises, or obligations, whether or not so expressed.

SECTION 7: The terms and provisions of this franchise are joint and several, and the invalidity of any part will not affect the validity of the remainder of the franchise.

SECTION 8: This ordinance will take effect from and after the earliest period allowed by law, provided that Company must file its written acceptance of this ordinance within ninety days after its adoption. Once this ordinance takes effect, the electric franchise under which the City has been operating until this time will stand surrendered.

FIRST READING this 13th day of December, 2021.

Jack Whitlow, Mayor

SECOND READING this 10th day of January, 2022.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of January, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Approved by:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

ACCEPTANCE OF FRANCHISE

WHEREAS, the City of Port Lavaca, Texas, by Ordinance No. F-1-21 passed, adopted and approved at a meeting of the City held on the 10th of January, 2022, granted to AEP Texas Inc., (formerly known as AEP Texas Central Company) a franchise in accordance with applicable law to supply electricity to the City of Port Lavaca, Texas, until January 14, 2037 (the "Franchise Ordinance"); and

WHEREAS, in compliance with the terms of the Franchise Ordinance, AEP Texas Inc. desires to file its written acceptance thereof.

NOW, THEREFORE, AEP Texas Inc., a Texas corporation, acting by its duly authorized officer, accepts the Franchise Ordinance and files this acceptance and agrees that it and its successors and assigns, are and shall be entitled to all of the rights, privileges, authority, and franchise thereby granted and are and shall be bound by and will comply with all of the duties, liabilities, terms, and provisions of the Franchise Ordinance.

IN WITNESS WHEREOF, AEP Texas Inc. has caused this Acceptance of Franchise to be executed by its duly authorized officer this the 10th day of January, 2022.

AEP Texas, Inc.

By:

Robert Black
Vice President of External Affairs

COMMUNICATION

SUBJECT: Consider Resolution No. R-011022-2 authorizing the submittal of a grant application with the Golden Crescent Regional Planning Commission for a “Regional Solid Waste Grant Program”. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-011022-2

A RESOLUTION OF CITY OF PORT LAVACA AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE GOLDEN CRESCENT REGIONAL PLANNING COMMISSION FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING INTERIM CITY MANAGER TO ACT ON BEHALF OF CITY OF PORT LAVACA IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF PORT LAVACA WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE GOLDEN CRESCENT REGIONAL PLANNING COMMISSION, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Golden Crescent Regional Planning Commission is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, City of Port Lavaca in the State of Texas is qualified to apply for grant funds under the Request for Applications.

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

1. That JoAnna P. Weaver, Interim City Manager, is authorized to request grant funding under the (Golden Crescent Regional Planning Commission) Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Port Lavaca in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded City of Port Lavaca will comply with the grant requirements of the (Golden Crescent Regional Planning Commission), Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by the City Council of the City of Port Lavaca, Texas, on this the 10th day of January, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider approval of Task Order for CivilCorp for the “5th Street Drainage Improvement” Project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JANUARY 10, 2022

DATE: 1/06/2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CIVILCORP LLC PSA – 2021-22 CIP 5th STREET DRAINAGE OUTFALL IMPROVEMENTS

Attached is a proposed Professional Services Agreement for CivilCorp to perform the engineering services associated with the 2021-22 CIP project to prepare bid documents to construct the Alamo Heights 5th Street Drainage Outfall improvements project. The proposal is a Lump Sum Fee of \$48,500 consisting of \$31,500 for Basic Services, \$4,000 for the Bidding Phase, \$7,000 for Construction Phase services and \$6,000 for engineering survey for design. If it is determined that additional utility easement width will be required, there will be additional land surveying fees to prepare easement documents.

The total budgeted funds for this project is \$300,000, although as we discussed after the budget was adopted, the engineering estimate to construct the project is approximately twice that. We have discussed previously that we have realized some savings and additional revenue, since the adoption of the 2021-22 budget, which can be used to fund the additional \$300,000.

Recommendation: Staff recommends awarding a Professional Services Contract to CivilCorp, LLC in the amount of \$48,500 for this CIP project.

**AGREEMENT BETWEEN THE CITY
OF PORT LAVACA AND CIVILCORP, LLC. FOR
PROFESSIONAL SERVICES**

OWNER: The City of Port Lavaca, Texas, 202 N. Virginia, Port Lavaca, Texas 77979

ENGINEER: CivilCorp, LLC., 4611 Airline Road, Suite 300, Victoria, Texas 77904

PROJECT: 2022 Capital Improvement Projects consisting of the design and preparation of plans, bidding, limited construction administration services, and additional services provided herein for the construction of the following proposed projects:

Alamo Heights 5th St Drainage Outfall Improvements (approximately 1,200 ft)

OWNER' S REPRESENTATIVE: Shall mean the City Engineer of the City of Port Lavaca or a person designated by this Director.

ENGINEER'S AGREEMENT: ENGINEER shall provide professional engineering services for OWNER in all phases of the Project described below, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER' S AGREEMENT: OWNER agrees to pay for the services as set forth below.

Alamo Heights 5 th St Drainage Outfall Improvements	\$48,500
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SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary incidental engineering services

1.2 Preliminary Design Phase. ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

1.2.2. Advise OWNER of the need to provide or obtain from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.

1.2.3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings/drainage calculations and outline specifications

1.2.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Cost.

1.2.5. Furnish one (1) copy of the above preliminary design documents and review them in person with OWNER'S REPRESENTATIVE

1.3 Final Design Phase. ENGINEER shall

1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract final drawings (hereinafter called "Drawings") and Specifications to show the character and extent of the Project.

1.3.2. Furnish to OWNER'S REPRESENTATIVE assistance in the preparation of required documents so that OWNER may apply for approvals of governmental authorities having jurisdiction over the Project, and assistance in negotiations with appropriate authorities.

1.3.3. Advise OWNER'S REPRESENTATIVE of any adjustments to the revised opinion of probable Project Cost caused by changes in the Project and furnish a final opinion of probable Project Cost based on the final Drawings and Specifications.

1.3.4. Prepare documents to comprise the contract for construction of the Project (hereinafter the "Contract") for review and approval by OWNER'S REPRESENTATIVE, including agreement forms, general, special and supplementary conditions, bidding documents, and other related documents. ENGINEER shall use forms provided by OWNER where applicable.

1.3.5. Furnish one (1) copy of the above documents and review them in person with the OWNER'S REPRESENTATIVE.

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

2.1.1. Assist OWNER in obtaining bids for a contract for construction of the Project.

2.1.2. Consult with OWNER'S REPRESENTATIVE as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called "Contractor") when

such acceptability is required by the bidding documents.

2.1.3. Consult with OWNER'S REPRESENTATIVE as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of the Contract is allowed by the bidding documents.

2.1.4. Assist OWNER'S REPRESENTATIVE in evaluating bids and in assembling and awarding the Contract.

2.2 Construction Phase. ENGINEER shall:

2.2.1. Consult with OWNER and act as its representative as provided in the Construction Contract; act on behalf of the OWNER to the extent provided in the Construction Contract except as otherwise provided herein.

2.2.2. Provide initial staking when necessary to allow Contractor to construct the Project. The ENGINEER shall set vertical and horizontal controls only.

2.2.3. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine if the work is proceeding in accordance with the plans and specifications. The frequency of such visits shall be as advised by the owner and of a duration sufficient to ensure that the contractor is building the project according to plans and specifications. Such visits to the site shall be carried on in the presence of the City Inspector. ENGINEER shall keep OWNER informed of the progress of the work, and shall endeavor to protect the OWNER against defects and deficiencies in the work. ENGINEER does not guarantee the performance of the Contractor and is not responsible for the actual supervision of construction operations or for safety measures that the Contractor takes or should take. ENGINEER shall inform OWNER'S REPRESENTATIVE of any work failing to conform to the Contract, and shall disapprove or reject any such work and require it to be corrected.

2.2.4. Review and approve or take other appropriate action regarding Shop Drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the Contract; determine the acceptability of substitute materials and equipment proposed by Contractor; and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are provided by Contractor in accordance with the plans and specifications.

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

2.2.6. Based on ENGINEER'S on-site observations and on review of Contractor applications for payment, assist owner with determining the amounts owing to Contractor.

2.2.7. Conduct an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been completed in accordance with the plans and specifications. If Contractor has fulfilled all of its obligations, ENGINEER shall recommend, in writing, final payment to Contractor and shall give written notice to OWNER and the Contractor that the work is acceptable and meets plans and specifications as developed by the Engineer (subject to any conditions therein expressed).

2.2.8. Furnish two sets of reproducible as-built record prints of the Project to the OWNER'S REPRESENTATIVE upon project completion. At least one set shall be hard copy and one set shall be in a digital format as specified by the OWNER'S REPRESENTATIVE.

2.3 General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types; these will be paid for by the OWNER as indicated in Section 4:

2.3.1. Preparation of applications for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review of the effect on the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.3.2. Services to make detailed investigation of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, except as necessary for the proper design and construction of the Project.

2.3.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.3.4. Providing renderings or models for OWNER'S use.

2.3.5. Providing engineering surveys required to properly design the Project.

2.3.6. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.

2.3.7. Preparation of property or easement descriptions.

2.3.8. Preparation of any special reports required for marketing of bonds.

2.3.9. Furnishing soil and foundation tests and borings.

2.3.10. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.

2.3.11. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; and assistance in obtaining financing for the Project.

2.3.12. Furnishing the services of special consultants for purposes other than the normal engineering incidental to the Project, and providing data or services of the types described in paragraph 4.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the OWNER'S REPRESENTATIVES.

2.3.13. Apply for permits from all governmental authorities having jurisdiction over the project and furnish such approvals and consents from others as may be necessary for completion of the project.

2.3.14. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons other than the Contractor and administering OWNER'S contracts for such services.

2.3.15. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.

2.3.16. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.3.17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.

2.3.18. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.

2.3.19. Serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project except as agreed to under Basic Services.

2.4 Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEERS, the cost of these services shall be deemed to be included in OWNER'S payments to ENGINEER for basic services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

3.1. Provide full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2. Arrange for access to property owned or controlled by the City as required for ENGINEER to perform its services.

3.3. Examine studies, reports, Drawings, Specifications, and other documents presented by ENGINEER; provided, that approval of any such documents by OWNER or by OWNER'S REPRESENTATIVE shall not release ENGINEER from responsibility and liability for any negligence, mistake, inaccuracy, or other flaw in such documents, and shall not be deemed an assumption by OWNER or OWNER'S REPRESENTATIVE of any responsibility or liability.

3.4. Provide such auditing service as OWNER may require to ascertain how Contractor has used the monies paid to it under the Contract.

3.5. Give prompt notice to ENGINEER whenever OWNER'S REPRESENTATIVE observes any development that affects the ENGINEER'S services, including defects in the work of Contractor.

3.6. Furnish copies of finalized plans and specifications for use during bidding and construction.

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of \$31,500.

4.1.2. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

4.1.2.1. General. Payment for Additional Services of Engineer rendered under this contract and or referenced under paragraph 2.3.1. through 2.3.19. inclusive shall be paid

for at the following rate when supported by invoices.

Standard Hourly Rate for Additional Services

Engineering/Project Manager	\$ 160
Prof. Engineer	\$ 140
EIT	\$ 105
Graduate Engineer	\$ 100
Registered Surveyor	\$ 140
Design Technician	\$ 90
Senior Design Technician	\$ 95
CADD Operator	\$ 85
Senior Survey Technician	\$ 90
Survey Technician	\$ 85
Project Inspector	\$ 85
Clerical	\$ 65
Field Crew - 2 man	\$ 150
3 man	\$ 175

Actual cost of materials required for the job and expenses shall be charged at cost.

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding as provided by Section 2.1	\$ 4,000
Construction as provided by Section 2.2	\$ 7,000
Land surveys as provided by Section 2.3.6 — 2.3.7	\$ (N/A unless wider esmt req)
Engineering surveys as provided by Section 2.3.5	\$ 6,000
Apply for permits as provided by Section 2.3.13, based on Hourly rates, expenses referenced in section 4.1.2.1	\$

4.1.4. All other additional expenses: actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing.

Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

4.2. Times of Payments

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

- 4.2.2. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

PERCENTAGE OF ENGINEER'S
FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 6,000
Final Design (% of Project complete up to 100%)	\$ 25,500
Total compensation for Basic Services shall be	\$ 31,500
Bidding Phase in Section 2.1	\$ 4,000
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 7,000
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 6,000
Total estimated compensation for additional services In Section 2.3.1 and 2.3.13, if requested, shall be	\$
Total estimated compensation for additional services In Section 4.1.2.1 (reproduction and mileage), shall be	\$
Total Contract amount shall be	<u>\$ 48,500</u>

4.3. Other Provisions Concerning Payments.

4.3.1. OWNER agrees to pay a charge of one-half of one percent ($\frac{1}{2}\%$) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Salary Costs times a factor of 1.5

for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

4.4.1. Salary Costs shall mean salaries and wages paid to all personnel engaged directly on the Project, and more clearly referenced in Section 4.1.2.1.

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

The construction cost of the Project means the total cost of the Project to OWNER, but it does not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, nor does it include OWNER'S legal, accounting, insurance counseling or auditing services, or laboratory of testing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Cost which is defined in paragraph 1.2.4.

5.2. Opinions of Cost.

5.2.1. ENGINEER'S opinions of probable Project Cost and Construction Cost represent its best judgment as a professional engineering firm, familiar with the construction industry; but ENGINEER does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from its opinions of probable cost.

5.2.2. If a Construction Cost limit is established between OWNER and ENGINEER, the following will apply:

5.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit.

5.2.2.2. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

5.2.2.4. If the lowest bona fide bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or character. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents one time as necessary to bring the Construction Cost within the cost limit; subsequent modifications by the ENGINEER shall be paid for as Additional Services.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

OWNER or ENGINEER may terminate the Agreement upon 10 days written notice to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. ENGINEER shall invoice OWNER for all services completed and shall be compensated in accordance with terms of the Agreement for all services performed by ENGINEER prior to the date specified in such notice.

6.2. Ownership of Documents.

All documents including drawings and specifications prepared by ENGINEER are designed specifically for the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by Owner without written approval by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability to ENGINEER. Upon acceptance or approval by OWNER, documents and reports prepared and assembled by ENGINEER under this Agreement shall become the sole property of the OWNER and shall be delivered to OWNER without restriction on future use. ENGINEER may make copies of any and all documents for its files.

6.3. Controlling Law.

This Agreement is performable and is to be governed by the law applicable in Calhoun County, Texas. Venue for any action arising under this Agreement shall be in Calhoun County, Texas.

6.4. Successors and Assigns.

6.4.1. Successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this Agreement.

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

6.4.3. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6.5. Independent Contractor.

In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent status of ENGINEER. No term or provision of this Agreement or act of ENGINEER in the performance of this Agreement shall be construed as making ENGINEER the agent, servant, or employee of OWNER.

6.6. Indemnity and Insurance.

ENGINEER agrees to defend, indemnify, and hold OWNER whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by any act or omission, including negligence, of ENGINEER or any officer, agent, servant, employee, or associate of ENGINEER in the execution or performance of this agreement. In additions, the duty to indemnify provided by the previous sentence shall indemnify OWNER against damages caused by acts or omissions, including negligence, of OWNER or OWNER'S officers, agents, or employees, but shall not apply to the negligence of OWNER or its agents or employees if the damage arises from (1) personal injury, (2) death, (3) property injury, or (4) any other expenses that arise from the personal injury, death, or property injury.

ENGINEER further agrees to indemnify OWNER against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of ENGINEER or as a result of the entry of any of ENGINEER'S officers, agents, employees, associates or subcontractors onto the property of OWNER. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions, including negligence, of OWNER if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury.

During the term of this project and one year following its completion, ENGINEER shall maintain errors and omissions insurance in the amount of at least \$500,000 per occurrence and \$500,000 aggregate, and shall provide a copy of the insurance certificate to the OWNER'S REPRESENTATIVE. The insurance certificate shall require the insurer to provide the OWNER with at least 30 days notice of cancellation or change in coverage.

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings.

This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

City of Port Lavaca, Texas

Jack Whitlow, Mayor

(seal)

ATTEST:


City Secretary

FORM APPROVED:

City Attorney

PROFESSIONAL:

CivilCorp, LLC.



Randy Janak, Vice President – Victoria

ATTEST:



Connie Dooley

COMMUNICATION

SUBJECT: Consider recommendation from the Scoring Committee to select a consultant for the Downtown Waterfront Master Plan. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JANUARY 10, 2021**AGENDA ITEM __****DATE:** 1.06.2022**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: SELECTION OF CONSULTANT FOR THE DOWNTOWN WATERFRONT
MASTER PLAN**

As you are aware, Council budgeted \$50,000 in the 2021/22 Port Revenue Fund budget to hire a consultant to prepare a Masterplan, incorporating both the waterfront and the Downtown area.

We sent Requests for Qualifications to the following firms on November 19. This highlighted firms responded with a Statement of Qualifications:

- CSRS Inc. Lake Charles, LA
- Mott McDonald, Corpus Christi
- Kendigkeast, Sugarland
- Jacobs Engineering Corpus Christi
- AECOM, Houston/Dallas
- Gignac & Associates, Corpus Christi
- Dannenbaum Engineering Houston
- LJA Engineering, Houston
- Pacheco Koch Engineering, Austin
- GIS (local office) Galliano, LA

The selection committee, listed below, reviewed and scored each submission and met on Wednesday, January 5 to exchange their impressions of each submittal. Attached is a copy of the summary score sheet which confirms the consensus of the committee's discussion last Wednesday to recommend the selection of LJA Engineering to negotiate a Professional Services Agreement with.

With a selection at Monday's Council meeting, it is hoped we could have a proposed contract to bring for Council approval in February.

Downtown Waterfront Master Plan Consultant Selection Committee

Jody Weaver, Interim City Manager

Jessica Carpenter, Director of Development Services

Susan Lang, Finance Director

Tania French, Events Coordinator

Tim Dent, City Councilman District 2

James O'Neill, representing the Port Commission

1.5.2022

SCORE SHEET SUMMARY

		Capability to Accomplish Work	Organization and Experience	Project Approach/Submittal Content	TOTAL
		30	40	30	100
J. O'NEILL	AECOM	26	33	21	80
	LJA	25	34	27	86
	CSRS	26	33	27	86
	MOTT MCDONALD	26	35	25	86
	GIS	24	25	24	73
TIM DENT	AECOM	30	30	25	85
	LJA	30	40	30	100
	CSRS	29	35	25	89
	MOTT MCDONALD	25	35	25	85
	GIS	15	20	20	55
T. FRENCH	AECOM	18	30	20	68
	LJA	27	38	28	93
	CSRS	27	32	27	86
	MOTT MCDONALD	23	30	24	77
	GIS	14	20	12	46
S. LANG	AECOM	30	33	30	93
	LJA	26	32	28	86
	CSRS	23	33	27	83
	MOTT MCDONALD	26	33	30	89
	GIS	11	32	18	61
J. CARPENTER	AECOM	25	30	20	75
	LJA	30	40	30	100
	CSRS	30	40	29	99
	MOTT MCDONALD	30	39	30	99
	GIS	25	30	25	80
JODY WEAVER	AECOM	28	37	28	93
	LJA	27	40	28	95
	CSRS	26	35	25	86
	MOTT MCDONALD	27	37	27	91
	GIS	12	20	15	47

Average Scores:

AECOM	82.3
LJA	93.3
CSRS	88.2
MOTT MCDONALD	87.8
GIS	60.3

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
- To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee [City Manager]). Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

