CITY COUNCIL REGULAR MEETING

Monday, February 09, 2026 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.

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, February 09, 2026 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

https://us02web.zoom.us/j/85874914741?pwd=akkRabjGvG7OWC4ecbdykNfLzbnIBn.1

Meeting ID: 858 7491 4741

Passcode: 221914

One Tap Mobile+13462487799,,85874914741#,,,,*221914# US (Houston)

Dial by your location+1346 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 by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).*

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

A. Minutes of January 12, 2026 Regular Meeting

B. Minutes of January 26, 2026 Special Meeting

C. Review of Credit Card Statement

D. Receive Monthly Financial Highlight Report

E. Receive Employee Training Review Acknowledgment report ending 01.31.2026

F. Receive Office of Court Administrators (OCA) Monthly report ending 01.31.2026

G. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

H. Receive Quarterly Investment Report for 10.01.2025 to 12.31.2025

I. Ratify Lease at City Harbor Tracts 7, 8 and 11 with Federation at Southern Co-op

J. Ratify the Southern Gulf Systems Purchase Order for work at Harbor Drive West

K. Consider Change Order No. 1 for City Hall Security Upgrade

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

1. Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow

2. Consider approval of Matagorda Bay Mitigation Trust (MBMT) Contract No. 105 for the City of Port Lavaca Mid-Coast Birding Festival and Education Outreach Boat Tours as part of the 2nd Annual City of Port Lavaca Midcoast Texas Bird Festival. Presenter is Jody Weaver

3. Consider approval of Matagorda Bay Mitigation Trust (MBMT) Contract No. 107 for the Clement Cove Wetlands Public Access Shared Use Path. Presenter is Jody Weaver

4. Consider approval of Urban Engineering Task Order No. 38-R for $61,650.00 for professional surveying and engineering services for the Clement Cove Boardwalk and Walking Trail. Presenter is Jody Weaver

5. Consider approval of a 60 ft wide access easement across Corporation Ditch to Equalizer, Inc. to provide access between two portions of Property ID #37357. Presenter is Jody Weaver

6. Consider approval of a Pipeline Easement Agreement with Equalizer, Inc. for a pipeline across Harbor of Refuge Tract 3. Presenter is Jody Weaver

7. Consider approval of a 5-year Lease Agreement, with 3 each 5-year extensions available, for Harbor of Refuge Tract 3 with Equalizer, Inc. Presenter is Jody Weaver

8. Consider approval of the 2026 Agreement with the YMCA for operation of the City Pool. Presenter is Wayne Shaffer

9. Consider amendments to the City's HR and Workplace Policies, Chapter 7 Work Environment and Workplace Safety. Presenter is Reyann Grimaldo

10. Consider Second and Final Reading of an Ordinance (G-1-26) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 38, Solid Waste, Article II, Collection and Disposal, Sec 38-29 Residential Rate, Garbage/brush/bulk collection; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver

11. Consider First Reading of an ordinance (S-1-26) of the City of Port Lavaca approving a project and financing plan for tax increment reinvestment zone number one, City of Port Lavaca, Texas; making various findings related to such plan; providing for severability; and providing an effective date. Presenter is Jody Weaver

12. Announcement by Mayor that City Council will retire into closed session: Presenter is Mayor Whitlow

    - 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).

    - For consultation with City Attorney concerning contemplated or pending litigation in accordance with Title 5, CH 551, Section 551.071(1) of the Texas Government Code.

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

13. 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, February 09, 2026**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Monday, February 03, 2026**.

_____

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 January 12, 2026 Regular Meeting

INFORMATION:

CITY COUNCIL REGULAR MEETING

Monday, January 12, 2026 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 12th day of January 2026, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Vacant Seat	Council Member, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke	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 6:31 p.m. and presided.

III. INVOCATION

- Councilwoman District 5 Bland-Stewart gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- There were no presentations.

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

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

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

A. Minutes of December 08, 2025 Regular Meeting
B. Review of Credit Card Statement
C. Receive Monthly Financial Highlight Report
D. Receive Employee Training Review Acknowledgment report ending 12.31.2025
E. Receive Office of Court Administrators (OCA) Monthly report ending 12.31.2025
F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
G. Receive Quarterly Capital Project Progress Report from 10.01.2025 to 12.31.2025
H. Receive Quarterly Public Works Report from 10.01.2025 to 12.31.2025

Motion made by Councilman District 6 Burke

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 1 Aguirre

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

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

1. **Receive certification of City Secretary that Wayne Allen Tippit, Jr. did formally turn in a letter of resignation from the City of Port Lavaca City Council, Single District #3, effective December 04, 2025, in accordance with the City's Home Rule Charter Article 4, Nominations and Elections, Section 4.08 Vacancies and Section 4.09 Resignation required to file for executive office. Presenter is Mandy Grant**

I, Mandy Grant, City Secretary for the City of Port Lavaca, do certify that Wayne Allen Tippit, Jr. did formally turn in a letter of resignation from the City of Port Lavaca City Council, Single District #3, effective December 04, 2025, in accordance with the City's Home Rule Charter Article 4.

Article 4. - Nominations And Elections
Sec. 4.08. - Vacancies.
If a vacancy occurs on the Council, whether by resignation, removal or death, it shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for the next uniform election date as provided by the Election Code.

State Law reference - *Uniform election dates, V.T.C.A., Election Code §41.001.*

Sec. 4.09. - Resignation required to file for elective office.
Elected officials of the City shall resign their current elective offices prior to filing for a different elective office of the City or for an elective office of any other public entity.

Employees of the City shall terminate their employment with the City before filing for any elective office of the City and shall terminate their employment with the City before assuming any elective office for any other public entity.

The term for Single District #3 will expire in May 2026; therefore, this seat will remain vacant until the votes are canvassed from the uniform election scheduled for May 02, 2026.

No action necessary and none taken.

2. **Receive Republic Notice of Price Increase. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that in January 2022, Council approved a 5-year extension to Republic Services contract, which increased the brush/bulk limit per household to 12 CY and added light construction debris to eligible bulk. With this extension in 2022, we did not see an increase in the rate in Feb 2022 nor Feb 2023. We did receive a 4% rate increase in February 2024 and February 2025. The current contract is set to expire in November 2027.

Attached please find Republic's notice of a 4% rate increase to become effective February of 2026. There is no action to be taken with this as this increase is stipulated in the contract.

Prior to his departure from Republic Services, Mike Reeves had told me (and Bob Bradlye just confirmed today) that Republic would like to offer a few proposals for an early extension of their contract, which if approved would eliminate one or more annual increases including this year. Bob Bradley is sending me these proposals next week and this will be an agenda item for the January 26th Special Meeting.

At this January 26, 2026 Special Meeting, Bob Bradley is hoping to have information to discuss options for a subscription-based recycling program as well.

No action necessary and none taken.

3. **Consider First Reading of an Ordinance (G-1-26) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 38, Solid Waste, Article II, Collection and Disposal, Sec 38-29 Residential Rate, Garbage/brush/bulk collection; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that as per the 4th Amendment to our contract with Republic Services, the rates, beginning February 2024, increase each year in February by 4%.

Per the letter from Republic, Residential Trash pickup will be increased from $21.12/month to $21.96/month. The rate for additional carts will be increased from $16.75/month to $17.42 per month.

Unless Council does decide to accept a minimum 3-year extension to Republic Contract (see previous agenda item #2), this 4% increase will become effective on February 01, 2026. We have therefore brought to you a first reading of an ordinance amending the solid waste rates to reflect this additional 4%. If Council approves a contract extension on January 26, 2026, then we do not have to bring this rate change back for a second reading.

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (G-1-26) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 38, Solid Waste, Article II, Collection and Disposal, Sec 38-29 Residential Rate, Garbage/brush/bulk collection.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

4. **Consider Second and Final Reading of an Ordinance (S-7-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-4-25 for 2025-2026 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Reyann Grimaldo**

Interim Finance Director Grimaldo advised Council that currently City Hall and the Police Department are "piggybacking" off the Public Works buildings fiber internet connection. This in turn means when Public Works internet goes down, so does City Hall and the Police Departments internet. After talking with Sparklight on the City's internet options we have reached an agreement on upgrading to governmental fiber service with Sparklight, which will provide the below benefits:

- **Significantly Higher Bandwidth Capacity**
  Fiber supports much greater data throughput, enabling future-proof scalability as bandwidth demand increases.

- **Faster Internet Speeds**
  Fiber provides symmetrical upload and download speeds, essential for modern applications, cloud services, and real-time communication.

- **Improved Reliability**
  Unlike coax, fiber is immune to electromagnetic interference and signal degradation over long distances, reducing downtime and maintenance.

- **Lower Latency**
  Fiber's low latency enhances performance for video conferencing, VoIP, smart city applications, and critical municipal services.

In addition to upgrading to Fiber this will also ensure that all internet services will be billed to one centralized government account rather than individual business accounts as it is being billed now.

If the City upgrades to fiber at all of the sites listed Sparklight will cover 100% of the construction costs for the entire project. The total construction costs for all the location upgrades is $66,328.

This means the City will only be responsible for the new monthly charges for fiber services, and increased bandwidths which total $19,403.76 additional per year. In addition to this cost VC3 will need to reconfigure these locations firewall circuits for the new service with a one-time cost of $10,664.00

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves Second and Final reading of an Ordinance (S-7-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-4-25 for 2025-2026 fiscal year budget; providing for Budget Amendment(s) GF-001 in the amount of $25,073.00 and PUF-001 in the amount of $4,995.00 (total is $30,068.00).

Seconded by Councilman District 6 Burke

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

5. **Consider appointment of member to Port Commission Board to fill a vacancy for a new two-year term. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the city has received an interest from Laurie Harvey and Mike Johnson to serve on the Port Commission Board. Ms. Harvey was in attendance and addressed Council members on her interests for serving on the Board.

Motion made by Councilwoman District 5 Bland-Stewart

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

THAT, Council hereby appoints Laurie Harvey to the Port Commission Board to fill a vacancy and start a new two-year term.

Seconded by Councilman District 6 Burke

Voting Yea:
Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Voting Nay:
Councilman District 1 Aguirre

6. **Consider Resolution No. R-011226-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 02, 2026 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant**

Motion made by Councilman District 2 Dent

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 02, 2026.

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 02, 2026, 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 One (1), for a term of 3 years; and
- One Council Member, Single District Three (3), 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:

DISTRICT NUMBER	**POLLING PLACE**
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 and extended hours to vote on a Saturday shall be conducted during the following schedule:

Monday	April	20,	2026	from	8:00	a.m.	to	5:00	p.m.
Tuesday	**April**	**21,**	**2026**	**from**	**7:00**	**a.m.**	**to**	**7:00**	**p.m.**
Wednesday	April	22,	2026	from	8:00	a.m.	to	5:00	p.m.
Thursday	**April**	**23,**	**2026**	**from**	**7:00**	**a.m.**	**to**	**7:00**	**p.m.**
Friday	April	24,	2026	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	25,	2026	from	9:00	a.m.	to	2:00	p.m.
Monday	April	27,	2026	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	28,	2026	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. In addition, there will be extended hours of the early voting period by personal appearance held on a Saturday from 9:00 a.m. until 2:00 p.m.

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

Saturday	**May**	**02,**	**2026**	**from**	**7:00**	**a.m.**	**to**	**7:00**	**p.m.**

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.

Seconded by Councilman District 1 Aguirre

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

7. **Consider reviewing bids and consider contract award for the TxCDBG Contract No. CDV23-0209 Sanitary Sewer Improvement Project. Presenter is Jody Weaver**

Interim City Manager Weaver and Public Works Director Shaffer advised Council that as part of our ongoing maintenance and rehab of the sanitary sewer system, we advertised for bids for the Sanitary Sewer Improvements, Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209, due December 17, 2025, at 2:00 p.m.

Two bids were received and they are as follows:

Bidder:	Amount	Calendar Days
Lester Contracting, Inc.	$424,749.00	90
Mercer Construction Company	$447,552.00	145

This Project is part of the sewer line improvement project to remove clay lines from our system and is funded with grant dollars and a $75,000 match budgeted in the Public Utility Fund.

Staff recommends that this contract be awarded to Lester Contracting, Inc. for the Total Base Bid amount of $424,749.00 to be completed in 90 calendar days.

Motion made by Councilman District 1 Aguirre

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

THAT, in accordance with the recommendation of staff, Council hereby authorizes award of construction contract for the Sanitary Sewer Improvements, Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209, to Lester Contracting, Inc. for the Total Base Bid amount of $424,749.00 to be completed in 90 calendar days, following receipt of Order to Proceed.

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

Seconded by Councilman District 2 Dent

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

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**

Mayor Whitlow announced there would be no closed session.

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

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 2 Dent

Seconded by Councilman District 6 Burke

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Meeting adjourned at 7:13 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of January 26, 2026 Special Meeting

INFORMATION:

CITY COUNCIL SPECIAL MEETING

Monday, January 26, 2026 at 5:30 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 26th day of January 2026, the City Council of the City of Port Lavaca, Texas, convened in a special meeting at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Vacant Seat	Councilmember, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilman, District 5

And with the following absent:

Justin Burke	Councilman, District 6

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:37 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

- 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. Receive presentation from Republic Services representative and consider a proposed 3-year contract extension to the Republic Services Solid Waste contract which expires on November 30, 2027. Presenter is Robert Bradley

Robert Bradley from Republic Services representative advised Council that in accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, we hereby submit our annual letter reflecting a 4.00% increase in the Base Rate for both residential and commercial services to become effective February 01, 2026.

The Base Residential Contract Rate as of February 01, 2025, was $21.12. By adjusting the rate by 4.0%, the new rate will be $21.96. Republic will waive this increase for a 3-year extension of the contract if the City desires and the Residential rate will remain at $21.12 until February of 2027.

Councilman Dent recommended we go with the annual 4.00% increase in the Base Rate for both residential and commercial services to become effective February 01, 2026 and when the time comes, petition bids for the Solid Waste contract which will expire on November 30, 2027.

No action necessary and none taken.

2. Receive presentation of Texas Department of Agriculture (TDA) Form A1024 Texas Community Development Grant (TxCDBG) Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDV23-0209. Presenter is Jody Weaver

Interim City Manager Weaver showed Council a PowerPoint presentation with the following information.

The city of Port Lavaca recently received the following grant award:

- Grant Contract No. CDV23-0209
- Award Amount: $500,000
- Project: Wastewater Improvements

The grant is funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development
- and
- Texas Department of Agriculture

As a condition of funding, the City of Port Lavaca must comply with Section 3 of the Housing and Urban Development Act of 1968.

To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01.

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website: Section 3 Business Owners - HUD Exchange

This project is expected to include the following contracting opportunities:

- GrantWorks,Inc.-Grant Administration services
- Urban Engineering-Engineering Services
- Lester Contracting, Inc.-Construction Services

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.com

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

The City of Port Lavaca will track all hours worked on the project based on the three categories of workers. This will require collection of certain income information.

No action necessary and none taken.

3. Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia Street and Commerce Street from 7:00 a.m. to 7:00 p.m. on Saturday, March 07, 2026, for the Port Lavaca Art Walk event. Presenter is Tania French

Tania French, Events Coordinator, advised Council that in 2023, the City of Port Lavaca, the Port Lavaca Chamber, and Port Lavaca Main Street hosted the first Port Lavaca Art Walk. The event, which featured artists and musicians throughout the downtown area, was well received by the community. At that time, street closures were not requested.

In 2024, due to increased attendance and in the interest of public safety, street closures were implemented for the second Port Lavaca Art Walk. Those measures proved effective in managing pedestrian traffic and ensuring a safe environment for attendees, artists, and musicians.

Building on the continued success and growth of the event, we are planning the third Port Lavaca Art Walk, scheduled for Saturday, March 07, 2026.

We are respectfully requesting City Council approval, as required, to apply to the Texas Department of Transportation (TxDOT) for the temporary closure of Main Street between Virginia Street and Commerce Street from 7:00 a.m. to 7:00 p.m. on Saturday, March 07, 2026, for the Port Lavaca Art Walk.

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 07, 2026 as needed for the event and will be discussed on the next agenda item following this one.

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 agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the 2026 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 07, 2026 and also waives any fees associated with event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

4. Consider option of temporary closure of Colorado Street and Guadalupe Street between Railroad Street and Live Oak Street on Saturday, March 07, 2026, as needed to support the Port Lavaca Art Walk event. Presenter is Tania French

Tania French, Events Coordinator, advised Council that in addition to the Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Port Lavaca Art Walk, in the previous agenda item, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 07, 2026 as needed for the event.

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 temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets for the 2026 Port Lavaca Art Walk on Saturday, March 07, 2026 and also waives any fees associated with event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

5. Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets, from 11:00 p.m. Friday, April 03, 2026 to Noon on Sunday, April 05, 2026, for the Iguana Fest event. Presenter is Tania French

Tania French, Events Coordinator, advised Council that as in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11:00 p.m. Friday, April 03, 2026 to Noon on Sunday, April 05, 2026.

While the event is from 4:00 p.m. to 11:00 p.m. on the first the additional time requested allows for us to safely bring in the stage and set up and also break down the event before reopening the street.

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 04, 2026 as needed for the event and will be discussed on the next agenda item following this one.

Motion made by Councilwoman District 5 Bland-Stewart

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

THAT, Council hereby approves agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11:00 p.m. Friday, April 03, 2026 to Noon on Sunday, April 05, 2026 and also waives any fees associated with event.

Seconded by Councilman District 2 Dent

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

6. Consider agreement for the temporary closure of State Right-of-Way with Texas option of temporary closure of Colorado Street and Guadalupe Street between Railroad Street and Live Oak Street on Saturday, April 04, 2026, as needed to support the Iguana Fest event. Presenter is Tania French

Tania French, Events Coordinator, advised Council that in addition to the Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, in the previous agenda item, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 04, 2026 as needed for the event.

Motion made by Councilwoman District 5 Bland-Stewart

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 temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 04, 2026 for Iguana Fest and also waives any fees associated with event.

Seconded by Councilman District 1 Aguirre

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

7. Consider Resolution No. R-012626-1 authorizing the submission of a Boating Access Grant Program 2026 Grant Application for City of Port Lavaca offered by Texas Parks and Wildlife. Presenter is Jody Weaver

Motion made by Councilman District 2 Dent

WHEREAS, the City of Port Lavaca, (hereinafter the "Sponsor"), is desirous of providing for the construction of a boating access facility on Lavaca Bay at Lighthouse Beach, and;

WHEREAS, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Section 11.033 and 31.141 of the Parks & Wildlife Code, would provide funding for such construction, and;

WHEREAS, the construction of such a facility would be of benefit to the citizens of Port Lavaca as well as transient recreational boaters from the State and other states:

NOW, THEREFORE, BE IT RESOLVED: That the City of Port Lavaca in a meeting this 26 day of January, 2026, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

AND BE IT FURTHER RESOLVED: The undersigned is herewith authorized to sign any or all documents pertaining to the construction;

AND BE IT FURTHER RESOLVED: That the Sponsor has matching funds available;

AND BE IT FURTHER RESOLVED: That the Sponsor will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners; for the life of the facility (minimum 25 years);

AND BE IT FURTHER RESOLVED: That said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

8. Consider Resolution No. R-012626-2 authorizing the submission of a Criminal Justice Program FY 2027 Grant Application for City of Port Lavaca, for the Police Radio Equipment Upgrade. Presenter is Jody Weaver

Motion made by Councilman District 2 Dent

WHEREAS, the City of Port Lavaca finds it in the best interest of the citizens of Port Lavaca, that the Police Radio Equipment Upgrade be operated for the 2026-2027; and

WHEREAS, the City of Port Lavaca agrees to provide applicable matching funds for the said project as required by the General Fund grant application; and

WHEREAS, the City of Port Lavaca agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Port Lavaca assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Port Lavaca designates the Interim City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City of Port Lavaca designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

THAT, the City of Port Lavaca approves submission of the grant application for the Police Radio Equipment Upgrade to the Office of the Governor.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

9. Consider Resolution No. R-012626-3 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for a Transportation Alternatives Set-Aside (TASA) Program Project. Presenter is Jody Weaver

Motion made by Councilwoman District 5 Bland-Stewart

WHEREAS, on November 13, 2025, via Minute Order 117073, the Texas Transportation Commission authorized The City of Port Lavaca Pedestrian Access project (the "Project) to receive Federal Highway Administration funds for project engineering and construction and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Port Lavaca commits to provide the match. The local match is comprised of cash or State Transportation Development Credits; and

WHEREAS, the City of Port Lavaca is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Port Lavaca desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

THAT, the Mayor is authorized to enter into an AFA with TxDOT for this Project.

Seconded by Councilman District 1 Aguirre

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

10. Consider award of construction contract for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Coastal Resiliency Program Contract #22-087-001-D226 City of Port Lavaca Living Shoreline Project. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that the) Coastal Resiliency Program and has been awarded funding in the amount of $13,645,005.00. These funds will be used to construct breakwaters and living shorelines and to enhance coastal resilience through the creation of marsh habitats and oyster reef–fish habitats.

The Base Bid provides for a rock breakwater with a 4 ft height; Additive 1 is the additional cost to provide a 5 ft height; Additive 2 is the additional cost to provide a 6 ft height; and Additive 3 is the additional cost to provide a 7 ft height.

On January 16, 2026, at 2:00 p.m., the City conducted a bid opening for the Living Shoreline Restoration Project. The City received ten (10) bids from responsive bidders, listed below:

- Maverick Constructors, LLC
- TKTMJ Inc.
- Russell Marine, LLC
- Rigid Construction, LLC
- McMillen, Inc.

- Viking Dredging, LLC
- Brizo Construction, LLC
- Callan Marine
- Five S Marine, LLC
- Texas Dewatering

The project engineers, Mott MacDonald, have prepared and reviewed the bid tabulation and submitted a recommendation letter identifying Maverick Construction, LLC from Opelousas, Louisiana as the lowest responsive and responsible bidder. The Port Commission at their meeting on Tuesday, unanimously concurred with Mott McDonald and voted to recommend to Council to award a construction contract, which includes Total Base Bid+ Additive 1 Bid+ Additive 2 Bid + Additive 3 Bid for a total contract amount of $10,247,134.00 to Maverick Constructors, LLC for the Living Shoreline Restoration Project, CDBG-MIT Contract No. 22-087-001-D226.

Motion made by Councilman District 2 Dent

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

THAT, Council hereby approves awarding a construction contract, which includes Total Base Bid+ Additive 1 Bid+ Additive 2 Bid + Additive 3 Bid for a total contract amount of $10,247,134.00 to Maverick Constructors, LLC for the Living Shoreline Restoration Project, CDBG-MIT Contract No. 22-087-001-D226.

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

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

11. Consider award of construction contract for the Texas Commission on Environmental Quality (TCEQ) Restore Bucket 1 Mitigation Grant Shoreline Cleanup, Contract No. 582-23-42179. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that the City of Port Lavaca received a grant from the U.S. Treasury, administered through the Texas Commission on Environmental Quality (TCEQ) Restore Grant, to remove, transport, and properly dispose of derelict vessel remnants at two locations within Lavaca Bay in Port Lavaca.

Site A (Base Bid A) includes three (3) derelict vessels (Vessels #989, #990, and #992), consisting of steel barge remnants located on submerged lands near the shoreline, as shown on the attached site plan.

Site B (Additive Alternative) includes one (1) derelict vessel, consisting of steel barge remnants located on submerged lands near the shoreline, as shown on the attached site plan.

The City received two (2) bids from responsive bidders for the Restore Bucket 1 Mitigation – Shoreline Cleanup project: Taylor Marine Construction, Inc., and Derrick Construction Co., Inc.

At its meeting on January 20, 2026, the Port Commission reviewed the bid tabulation and supporting documentation and recommended awarding the construction contract to Taylor Marine Construction, Inc., as the lowest responsive and responsible bidder for the project.

Requested Action: Review the bid tabulation and approve the recommendation to award the construction contract for the Restore Bucket 1 Mitigation – City of Port Lavaca Shoreline Cleanup Project to Taylor Marine Construction, Inc. for the Base Bid and the Additive Alternate for a total award in the amount of $407,000.00.

Motion made by Councilman District 1 Aguirre

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

THAT, Council hereby approves awarding a construction contract for the Restore Bucket 1 Mitigation – City of Port Lavaca Shoreline Cleanup Project to Taylor Marine Construction, Inc. for the Base Bid of $363,000.00 and the Additive Alternate of $44,000.00 for a Total award in the amount of $407,000.00.

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

Seconded by Councilman District 2 Dent

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

12. Receive presentation from Public Works Director regarding a proposal for a 500 gpm Trihalomethane (TTHM) Removal System from VaCraft Manufacturing, LLC. Presenter is Wayne Shaffer

Public Works Director Shaffer advised Council that the City of Port Lavaca is under enforcement, 2023-1545-PWS-E, for exceedances of TTHM (Total Trihalomethanes). He showed test results from a pilot study to gauge the effectiveness of THM removal in the City's system. Based on the lab results shown, we can see up to 88% THM removal using the proposed system. If the system is accepted, the funds would need to come from reserves.

The influence on community sustainability regarding cost centers on the ongoing maintenance of new equipment and electricity consumption. Reducing THM levels results in less flushing in the system, thereby decreasing expenses. Lastly, enhanced water quality will facilitate our progression toward recognition as a superior water system.

If it is decided to go this route, staff would recommend VaCraft Manufacturing for the following reasons:

1. Pilot study proves their system works
2. Quote is for a single machine at George St. as apposed to systems at both ESTs

No action necessary and none taken.

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilwoman District 4 (Mayor Pro Tem) Padron

Seconded by Councilman District 2 Dent

Voting Yea:
Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

Special Meeting adjourned at 7:16 p.m.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:

Corporate Account Summary

Previous Balance	$25,047.74
Purchases and Other Charges	$5,726.63
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$19.12 CR
Payments	$25,047.74 PY
New Balance	**$5,707.51**
Disputed Amount	$0.00

Payment Information

Amount Due $5,707.51

Payment due in accordance with your agreement with U.S. Bank.

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

To overnight or courier a payment, please send to:
Corporate Payment Systems
3180 Rider Trail S, Department 790428
Earth City, MO 63045-1518

Corporate Account Activity

City Of Port Lavaca
Account Number: 5569 6345 5558 7698
Unique ID: XXXX XXXX XXXX 1588

Total Corporate Activity
$25,047.74 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-10	12-10	75569635344534400010923	PAYMENT-THANK YOU Q	19,529.79 PY
12-23	12-23	75569635357535700010939	PAYMENT-THANK YOU Q	5,517.95 PY

New Activity

Police Department
Account Number: 5569 6372 5237 7909
Unique ID: XXXX XXXX XXXX 6484

Purchases	$2,244.51
Cash Advances	$0.00
Cash Advances Fees	$0.00
Credits	$0.00 CR
Total Activity	**$2,244.51**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-15	12-11	85541355348980000341692	GRACIE GLOBAL LLC TORRANCE CA	1,250.00
12-18	12-16	55432865351206941368942	FAIRFIELD INN HUMBLE HUMBLE TX BJ 815 ARRIVAL:12-14-25	188.04
12-18	12-17	82117555352500003847682	TEXASCIT* TEXAS CIT AS ANNA TX	203.95
12-26	12-24	55436875358263588453121	HILTON ADVPURCH8002367 MEMPHIS TN 9581224093 ARRIVAL:12-22-25	602.52

(transactions continued on next page)

✂ Payment may be made electronically or by check made payable to Corporate Payment Systems.

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

5569634555587698 000570751 000570751

Account Number: 5569 6345 5558 7698
Unique ID: XXXX XXXX XXXX 1588
Amount Due: $5,707.51

Amount Enclosed $

If paying by check, include coupon with payment to address below.

106481683025098 S 2

CITY OF PORT LAVACA
ATTN FINANCE DEPT.
202 N. VIRGINIA ST
PORT LAVACA TX 77979-3431

CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

New Activity cont

Cynthia Heysquierdo	Purchases	$443.50	**Total Activity**	**$443.50**
Account Number: 5569 6373 1524 6885	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 2270	Cash Advances Fees	$0.00		
	Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-18	12-17	55506295351585322454327	SUNCOASTLEARNING.COM ACWORTH GA	400.00
12-24	12-23	25457335358000012276484	PREP BLAST NASHVILLE TN	43.50

Brittney Hogan	Purchases	$904.88	**Total Activity**	**$904.88**
Account Number: 5569 6372 3417 2576	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 4906	Cash Advances Fees	$0.00		
	Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-10	12-10	55432865344204036311653	TEXAS MUNICIPAL LEAGUE AUSTIN TX	500.00
12-19	12-18	55432865352207370309349	CCSI EFAX CORPORATE LOS ANGELES CA	275.88
12-31	12-29	55207395364510216421831	GREATLAND CORPORATION GRAND RAPIDS MI	129.00

Juan Luna	Purchases	$254.63	**Total Activity**	**$254.63**
Account Number: 5569 6373 9714 4966	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 9649	Cash Advances Fees	$0.00		
	Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-15	12-13	55263525348581309687590	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	16.99
12-15	12-12	55500375346579896643237	TEXAS COMM FIRE PROT AUSTIN TX	87.17
12-18	12-17	55432865351206933799294	AMAZON PRIME*9E66V11T3 SEATTLE WA	150.47

Karen Neal	Purchases	$364.99	**Total Activity**	**$364.99**
Account Number: 5569 6372 3279 1682	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 4767	Cash Advances Fees	$0.00		
	Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-26	12-26	87021305360500094610001	VICTORIA EC-INFINIUM VICTORIA TX	170.00
12-30	12-29	87021305363500110170060	VICTORIA EC-INFINIUM VICTORIA TX	170.00

(transactions continued on next page)

New Activity cont

01-06	01-05	55417346005170050465107	SPARKLIGHT ACP PHOENIX AZ	24.99

Colin Rangnow	Purchases	$714.12	**Total Activity**	**$695.00**
Account Number: 5569 6372 3389 9344	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 4853	Cash Advances Fees	$0.00		
	Credits	$19.12 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-10	12-09	82117555344500000533831	TX POLICE CHIEFS ASSOC ELGIN TX	395.00
12-11	12-09	85184125344900017545815	TEXAS POLICE CHIEFS AS ELGIN TX	300.00
12-22	12-20	55263525355589072241404	HARBOR FREIGHT TOOLS 2 VICTORIA TX	19.12 CR
12-22	12-20	55263525355589072241396	HARBOR FREIGHT TOOLS 2 VICTORIA TX	19.12

Jody Weaver	Purchases	$800.00	**Total Activity**	**$800.00**
Account Number: 5569 6372 2162 9430	Cash Advances	$0.00		
Unique ID: XXXX XXXX XXXX 3652	Cash Advances Fees	$0.00		
	Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-29	12-28	82117555362500005333705	CAMPGROUND LAUNCH NORWALK IA	750.00
01-02	12-31	55500375365600457676691	TX BD ENG LIC RENEW AUSTIN TX	50.00

Department: 00000 Total: $5,707.51
Division: 00000 Total: $5,707.51

COMMUNICATION

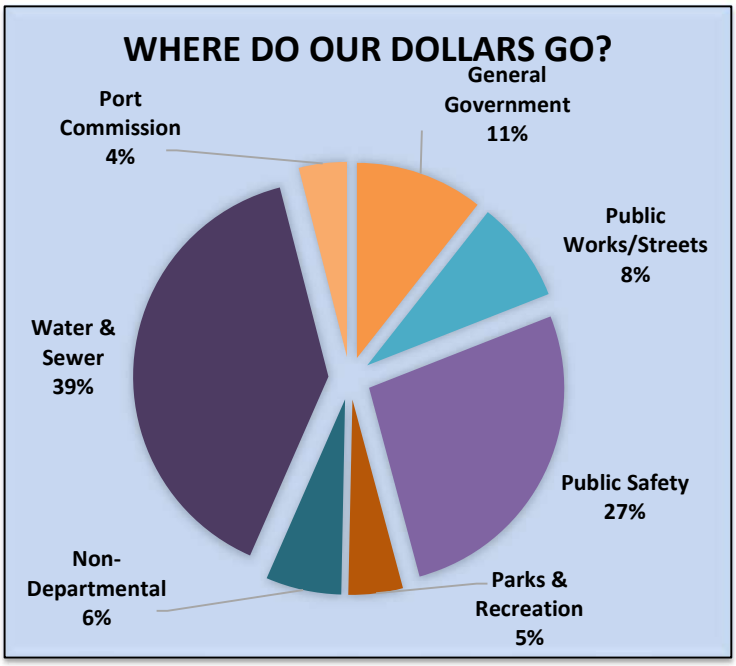
SUBJECT: Receive Monthly Financial Highlight Report

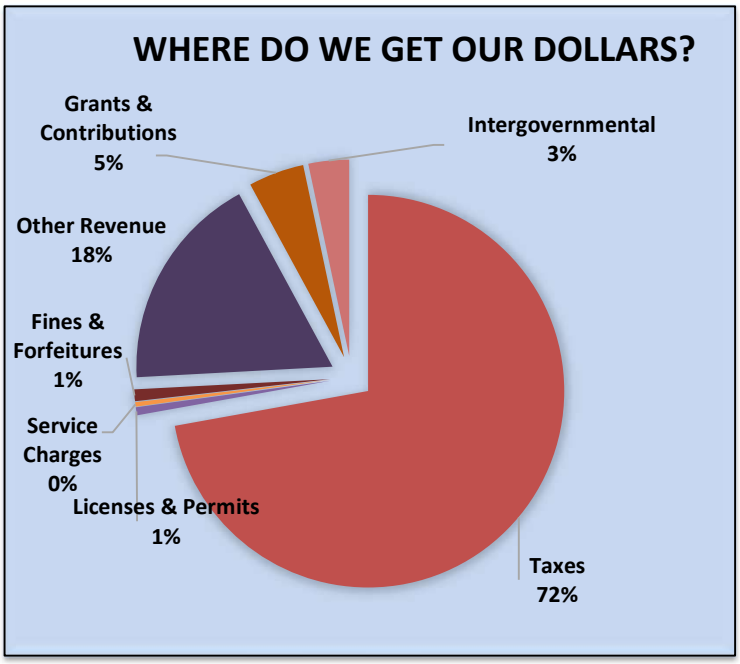
INFORMATION:

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: Brittney Hogan, Finance Director
Subject: FY 25-26 Financial Highlights through January 31, 2026
Date: February 3, 2026

Revenue by Type	Jan-26	Jan-25	Variance
Taxes	5,177,037	4,665,361	511,676
Licenses & Permits	46,933	74,512	(27,579)
Service Charges	26,384	22,778	3,606
Fines & Forfeitures	69,186	69,166	20
Other Revenue	1,286,142	107,886	1,178,256
Grants & Contributions	327,832	243,913	83,920
Intergovernmental	240,267	101,912	138,355
Total Revenue for Major Funds	**7,173,782**	**5,285,528**	**1,888,254**
By Object (Operational Funds)			
General Government	783,042	957,603	(174,561)
Public Works/Streets	620,339	397,083	223,256
Public Safety	1,975,399	2,019,656	(44,258)
Parks & Recreation	332,621	509,611	(176,990)
Non- Departmental	460,785	470,153	(9,368)
Water & Sewer	2,907,363	2,577,590	329,773
Port Commission	295,126	133,354	161,772
Total Expenditures	**7,374,675**	**7,065,052**	**309,624**





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

GENERAL FUND OVERVIEW

Revenue Highlights:

Property Tax collections, as reported by CCAD, are **$3,945,949** for the year as of **December**. Collections in **FY 25-26** are **61.02%** of the total adjusted tax levy. Total current-year Property Taxes Outstanding as of **December** are **$2,520,546**.

In the General Fund, revenues through **01/31/2026** total **$7,173,782** or **58%** of budget. In addition:

- *Current Property Tax* collections are **$3,861,461** for the year as of **January**. Collections in **FY 25-26** are **75%** of the budget.
- *Sales Tax* collections through **January** were **$1,148,163** or **31%** of budget. Collections through **January** in **FY 24-25** were **$1,206,611**.
- *Licenses & Permits* collections are **$46,933** for the year, or **15%** of the budget. Collections through **January** in **FY 24-25** were **$74,512**.
- *Bauer Center Rentals* through **January** are **$23,315** or **23%** of the budget. Collections through **January** in **FY 24-25** were **$21,410.**
- *Court Fines* are **$26,519** for the year, or **22%** of the budget. Collections through **January** in **FY 24-25** were **$34,748.**

Expenditure Highlights:

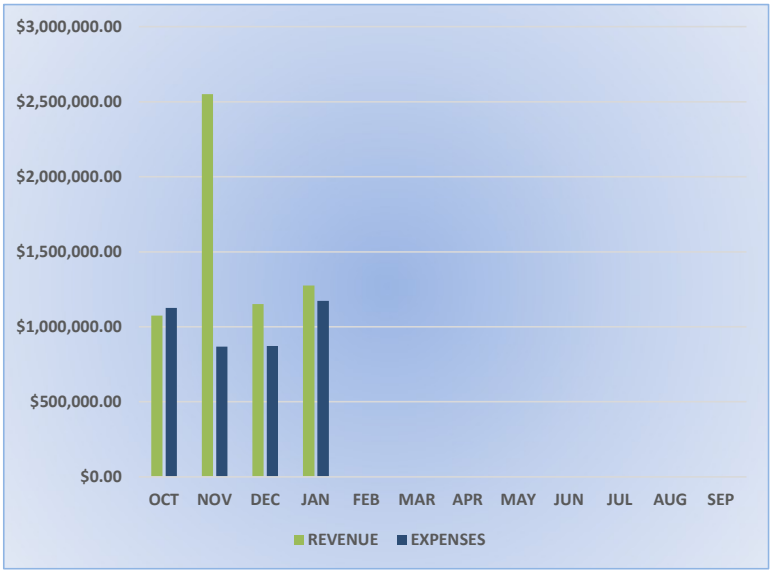
In the General Fund, expenditures through **01/31/2026** total **$4,111,950** or **32%** of the budget. This places overall spending **below** budgeted benchmark. Budgets that are above the budget target are primarily due to the timing of payments and will presumably need a budget amendment:

- Technology - Technology expenditures reached 64% of the annual budget. This variance is to payments for yearly subscriptions for the fiscal year.
- Non-Departmental - Non-Departmental expenditures reached 53% of the annual budget. This variance is due to contracted services for creation of TIRZ.

All other General Fund departments remained at or **below** the projected benchmark as of January 31, indicating they are staying within their budgetary expectations.

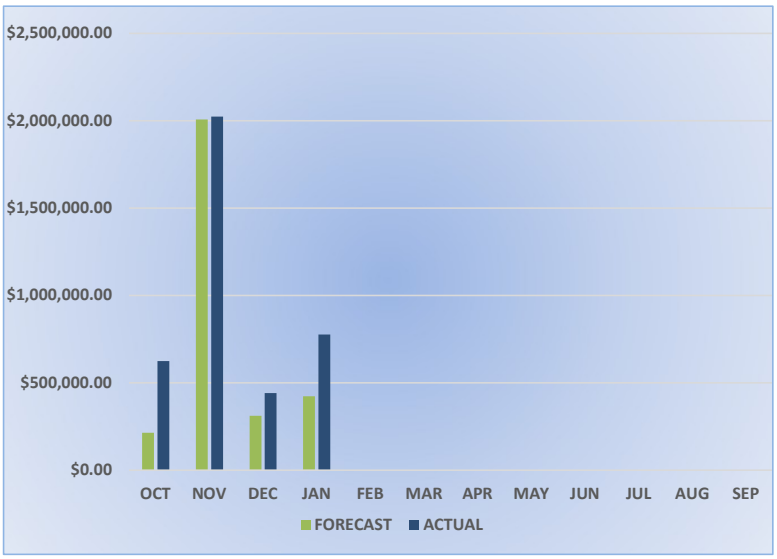
GENERAL FUND REVENUES VS EXPENSES FY 2026

MONTH	2026 REVENUE	2026 EXPENSES	MONTHLY VARIANCE
OCT	$1,073,069.12	$1,124,654.13	$ (51,585.01)
NOV	$2,550,672.93	$867,906.98	$ 1,682,765.95
DEC	$1,150,108.21	$871,186.69	$ 278,921.52
JAN	$1,274,889.48	$1,173,247.73	$ 101,641.75
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$6,048,739.74	$4,036,995.53	$ 2,011,744.21



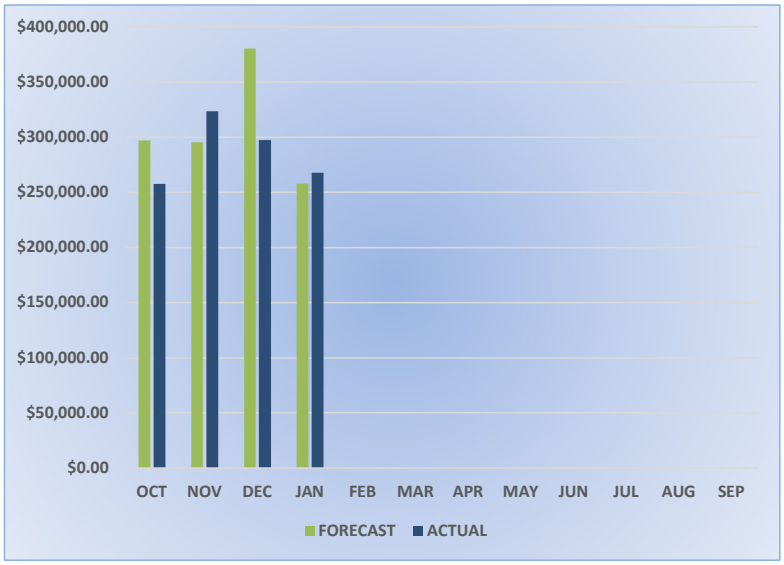
PROPERTY TAXES FY 2026

MONTH	2026 FORECAST	2026 ACTUAL	MONTHLY VARIANCE
OCT	$214,607.05	$623,590.73	$ 408,983.68
NOV	$2,006,746.06	$2,022,772.25	$ 16,026.19
DEC	$312,223.83	$441,847.54	$ 129,623.71
JAN	$423,557.57	$775,742.88	$ 352,185.31
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$2,957,134.52	$3,863,953.40	$ 906,818.88



SALES TAX FY 2026

MONTH	2026 FORECAST	2026 ACTUAL	MONTHLY VARIANCE
OCT	$296,979.00	$257,674.00	$ (39,305.00)
NOV	$295,269.56	$323,621.93	$ 28,352.37
DEC	$380,490.00	$297,572.96	$ (82,917.04)
JAN	$257,909.43	$267,963.56	$ 10,054.13
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$1,230,647.99	$1,146,832.45	$ (83,815.54)



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

General Fund
Target Benchmark is 34%

	Jan-26			Jan-25		
	25-26 Budget Actual YTD	25-26 Adopted Budget	%	24-25 Budget Actual YTD	24-25 Adopted Budget	%
Revenues						
Taxes	5,177,037	9,554,538	54%	4,665,361	9,092,373	51%
Licenses and Permits	46,933	318,900	15%	74,512	268,410	28%
User and Svc Charges	26,384	116,000	23%	22,778	103,250	22%
Fines and Forfeitures	69,186	300,000	23%	69,166	294,000	24%
Other Revenue	1,286,142	421,450	305%	107,886	566,550	19%
Grant and Contribution	327,832	858,108	38%	243,913	520,120	47%
Intergovernmental Revenue	240,267	884,264	27%	101,912	1,567,641	7%
Total Revenue	**$ 7,173,782**	**$ 12,453,260**	**58%**	**$ 5,285,528**	**$ 12,412,344**	**43%**
Expenditures						
City Council	9,554	33,570	28%	10,389	30,884	34%
City Manager	74,873	1,177,883	6%	329,935	778,245	42%
City Secretary	75,633	241,760	31%	68,973	251,461	27%
Human Resource	35,072	103,781	34%	26,191	100,395	26%
Municipal Court	47,144	177,046	27%	59,343	177,937	33%
Technology	369,188	577,007	64%	311,404	510,222	61%
Finance	143,666	461,887	31%	130,086	405,888	32%
City Hall	27,911	495,568	6%	21,283	549,299	4%
Police	939,589	3,127,787	30%	1,146,099	2,898,150	40%
Fire	821,311	2,458,278	33%	683,332	2,149,964	32%
Animal Control	60,092	246,808	24%	72,517	256,834	28%
Code Enforcement/Inspect	154,406	498,366	31%	117,708	520,935	23%
Streets	620,339	2,220,730	28%	397,083	3,103,602	13%
Parks and Recreation	181,757	1,121,931	16%	365,123	881,503	41%
Bauer Center	90,628	492,784	18%	97,768	315,614	31%
Non-Departmental	460,785	866,817	53%	470,153	866,703	54%
Total Expenditures	**$ 4,111,950**	**$ 14,302,003**	**29%**	**$ 4,307,387**	**$ 13,797,636**	**31%**
Revenues Over/Under	**$3,061,832**			**$978,141**		

** Expenditures do not include encumbrances*

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

PUBLIC UTILITY FUND OVERVIEW

Revenue Highlights:

In the Public Utility Fund, revenues through **01/31/2026** total **$2,722,411** or **31%** of budget. In addition:

- *Metered Water* sales through **January** were **$1,079,165** or **29%** of budget. Collections through **January** in **FY 24-25** were **$959,127.**

- *Residential Sewer* sales are **$535,313** for the year, or **33%** of the budget. Collections through **January** in **FY 24-25** were **$533,665.**

- *Garbage Billings* through **January** are **$336,668** or **32%** of the budget. Collections through **January** in **FY 24-25** were **$336,817.**

Expenditure Highlights:

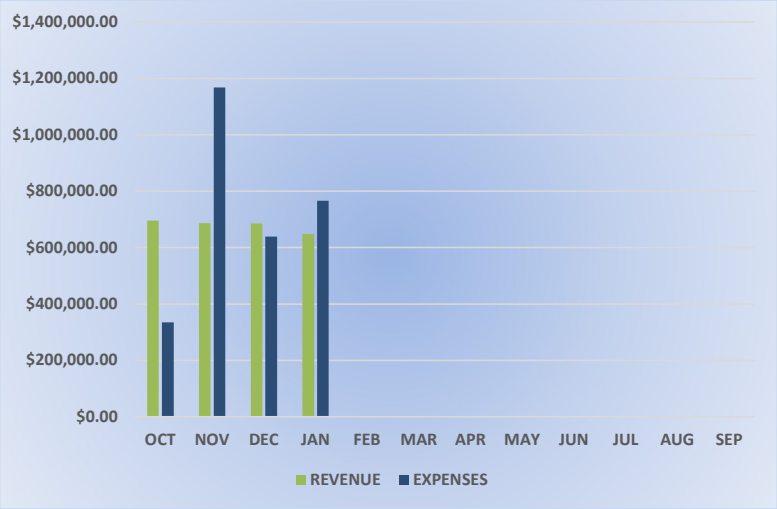
In the Public Utility Fund, expenditures through **01/31/2026** total **$2,907,363** or **30%** of the budget. This places overall spending **below** budgeted benchmark. Budgets that are above the budget target are primarily due to the timing of payments and will presumably need a budget amendment:

- Technology - Technology expenditures reached 52% of the annual budget. This variance is due to payments for yearly maintenance for Incode software for the fiscal year.

All other Public Utility Fund departments remained at or below the projected benchmark as of **January 31,** indicating they are staying within their budgetary expectations.

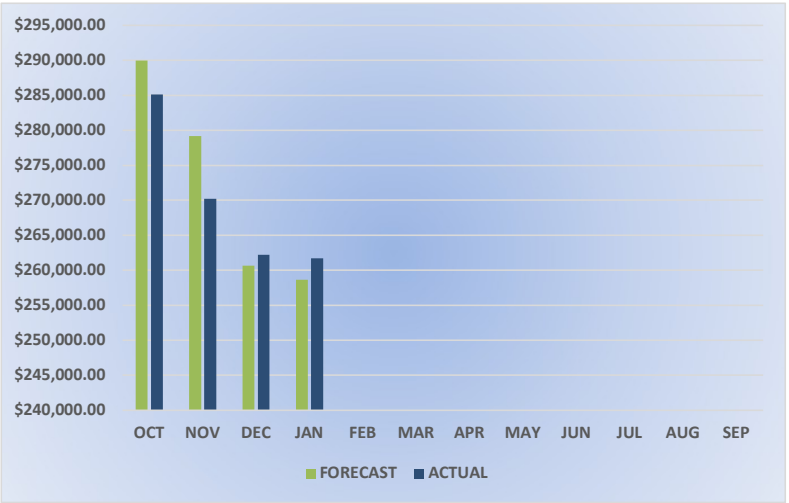
PUBLIC UTILITY FUND REVENUES VS EXPENSES FY 2026

MONTH	2026 REVENUE	2026 EXPENSES	MONTHLY VARIANCE
OCT	$695,183.46	$335,241.17	$ 359,942.29
NOV	$686,989.93	$1,167,196.38	$ (480,206.45)
DEC	$685,775.34	$639,311.65	$ 46,463.69
JAN	$647,559.53	$765,808.96	$ (118,249.43)
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$2,715,508.26	$2,907,558.16	$ (192,049.90)



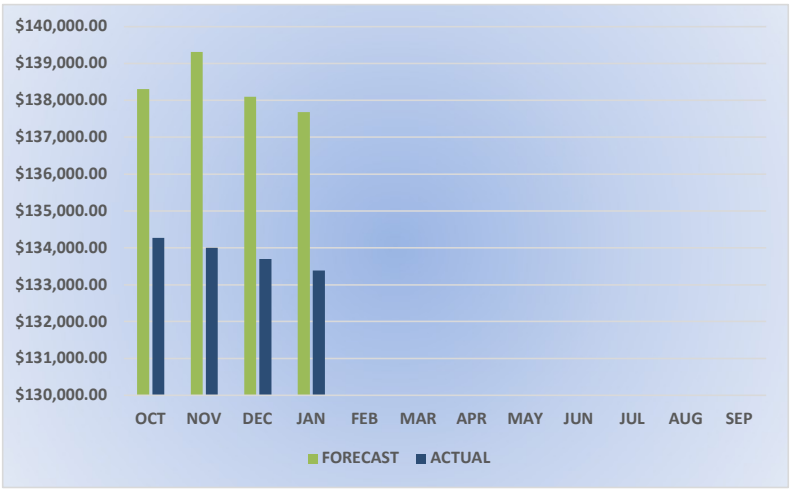
WATER REVENUES FY 2026

MONTH	2026 FORECAST	2026 ACTUAL	MONTHLY VARIANCE
OCT	$289,992.54	$285,159.97	$ (4,832.57)
NOV	$279,175.90	$270,206.33	$ (8,969.57)
DEC	$260,637.04	$262,209.75	$ 1,572.71
JAN	$258,612.45	$261,702.32	$ 3,089.87
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$1,088,417.93	$1,079,278.37	$ (9,139.56)



SEWER REVENUES FY 2026

MONTH	2026 FORECAST	2026 ACTUAL	MONTHLY VARIANCE
OCT	$138,304.28	$134,270.99	$ (4,033.29)
NOV	$139,308.68	$133,998.22	$ (5,310.46)
DEC	$138,102.28	$133,703.17	$ (4,399.11)
JAN	$137,678.43	$133,391.08	$ (4,287.35)
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$553,393.67	$535,363.46	$ (18,030.21)



CITY OF PORT LAVACA
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Public Utillity Fund
Target Benchmark is 34%

	Jan-26			Jan-25		
	25-26 Budget Actual YTD	25-26 Adopted Budget	%	24-25 Budget Actual YTD	24-25 Adopted Budget	%
Revenues						
User and Svc Charges	2,615,069	8,495,251	31%	2,427,706	8,062,366	30%
Fines and Forfeitures	38,493	110,000	35%	42,999	100,000	43%
Other Revenue	68,849	264,703	26%	41,479	162,104	26%
Grant and Contribution	-	-	0%	-	-	0%
Total Revenue	**$ 2,722,411**	**$ 8,869,954**	**31%**	**$ 2,512,184**	**$ 8,324,470**	**30%**
Expenditures						
Technology	95,873	184,091	52%	67,866	165,923	41%
Billing	86,344	256,717	34%	130,436	454,960	29%
Maintenance	340,377	2,732,080	12%	344,777	1,591,350	22%
WWTP	235,354	1,021,753	23%	274,684	989,254	28%
Non-Departmental	2,149,415	6,088,194	35%	1,759,826	5,347,283	33%
Total Expenditures	**$ 2,907,363**	**$ 10,282,835**	**28%**	**$ 2,577,590**	**$ 8,548,770**	**30%**

Revenues Over/Under **($184,952.12)** **($65,406.41)**

** Expenditures do not include encumbrances*

CITY OF
PORT LAVACA
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HOTEL OCCUPANCY TAX FUND OVERVIEW

Revenue Highlights:

In the HOT Fund, revenues as of **01/31/26** are **$129,314** or **18%** of the budget. In addition:

1. *Hotel Occupancy Taxes through **January** are **$125,037** or **18%** of the budget. Collection through **January FY 24-25** was **$168,405**.*

Expenditure Highlights:

In the HOT Fund expenditures through **01/31/2026** total **$252,601** or **31%** of budget. This places overall spending **below** the budgeted benchmark.

Budget Administration-Hotel Occupancy Tax Fund
Target Benchmark is 34%

	Jan-26			Jan-25		
	25-26 Budget Actual YTD	25-26 Adopted Budget	%	24-25 Budget Actual YTD	24-25 Adopted Budget	%
Revenues						
Taxes	125,037	700,000	18%	168,405	600,000	28%
Other Revenue	4,277	15,000	29%	22,725	15,000	152%
Intergovernmental Revenue	-	-	0%	-	-	0%
Total Revenue	**$ 129,314**	**$ 715,000**	18%	**$ 191,130**	**$ 615,000**	**31%**
Expenditures						
Hotel Occupancy Tax	252,601	870,489	29%	233,249	785,214	30%
Total Expenditures	**$ 252,601**	**$ 870,489**	**29%**	**$ 233,249**	**$ 785,214**	**30%**
Revenues Over/Under	**($123,287)**			**($42,118)**		

** Expenditures do not include encumbrances*

CITY OF
PORT LAVACA
202 N. Virginia, Port Lavaca, Texas 77979-0105 www.portlavaca.org
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BEACH FUND OVERVIEW

Revenue Highlights:

In the Beach Fund, revenues as of **01/31/26** are **$44,607 or 10%** of the budget. In addition:

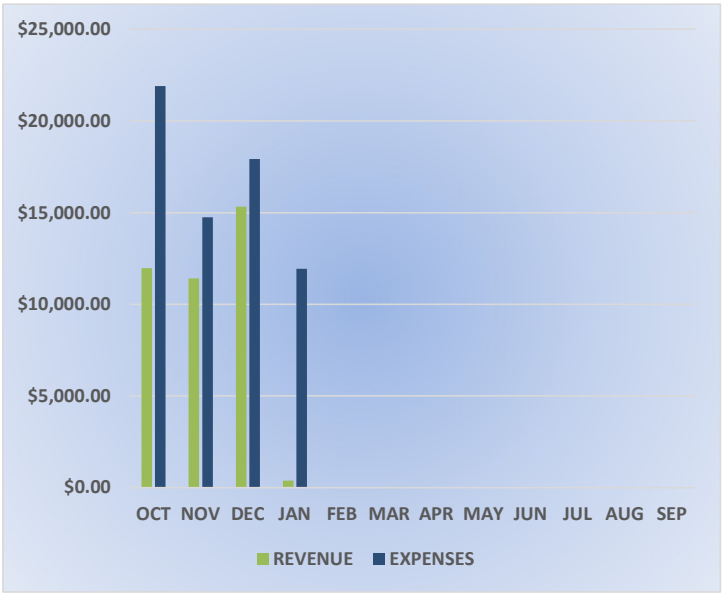
1. *RV Rentals* through **January** are **$17,387** or **14%** of the budget. Collections through **January** in **FY 24-25** were **$16,163.**

Expenditure Highlights:

In the Beach Operating Fund expenditures through **01/31/2026** are **$66,535** or **10%** of the budget. This places overall spending **below** the budgeted benchmark.

BEACH FUND REVENUES VS EXPENSES FY2026

MONTH	2026 REVENUE	2026 EXPENSES	MONTHLY VARIANCE
OCT	$11,966.15	$21,894.56	$ (9,928.41)
NOV	$11,402.53	$14,737.67	$ (3,335.14)
DEC	$15,323.46	$17,914.85	$ (2,591.39)
JAN	$385.22	$11,923.75	$ (11,538.53)
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$39,077.36	$66,470.83	$ (27,393.47)



CITY OF
PORT LAVACA
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Main Number: 361-552-9793 Main Facsimile: 361-552-6062

Beach Fund
Target Benchmark is 34%

	Jan-26			Jan-25		
	25-26 Budget Actual YTD	25-26 Adopted Budget	%	24-25 Budget Actual YTD	24-25 Adopted Budget	%
Revenues						
User and Svc Charges	36,943	190,000	19%	16,683	235,000	7%
Other Revenue	7,665	32,500	24%	9,900	32,500	30%
Intergovernmental Revenue	-	-	0%	-	-	0%
Grant & Contribution	-	237,000	0%	-	-	0%
Total Revenue	**$ 44,607**	**$ 459,500**	**10%**	**$ 26,583**	**$ 267,500**	**10%**
Expenditures						
Technology Services	6,298	-	0%	-	-	0%
Operations & Admin	60,237	695,701	9%	46,720	307,330	15%
Total Expenditures	**$ 66,535**	**$ 695,701**	**10%**	**$ 46,720**	**$ 307,330**	**15%**
Revenues Over/Under	**($21,928)**			**($20,137)**		

** Expenditures do not include encumbrances*

CITY OF
PORT LAVACA
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PORTS & HARBORS FUND OVERVIEW

Revenue Highlights:

In the Ports & Harbors Fund, revenues as of **01/31/2026** are **$841,412** or **57%** of the budget. In addition:

1. Dock Leases through **January** are **$170,036** or **36%** of the budget. Collections through **January** in FY 24-25 were **$164,215.**

2. *Tariffs* through **January** are **$32,193 or 25%** of the budget. Collections through **January** FY 24-25 were **$42,826.**

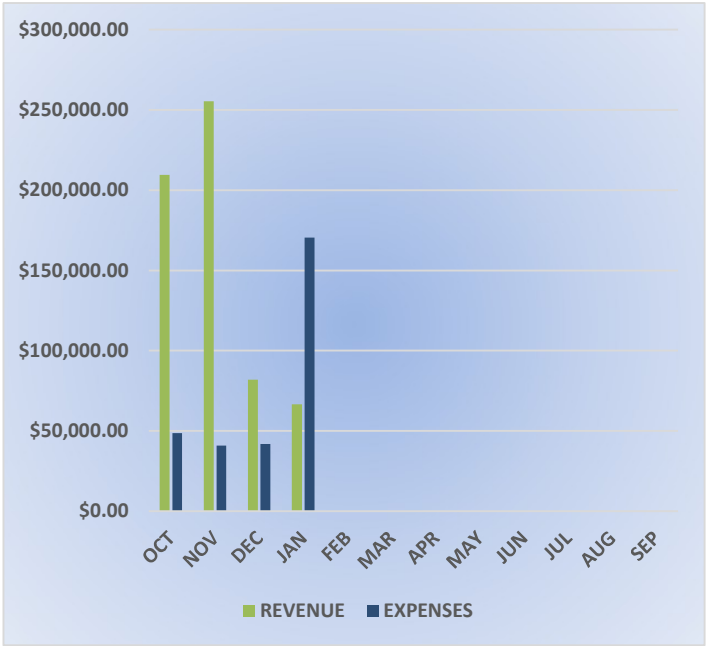
3. *NL Building Lease* through **January** is **$33,534** or **35%** of the budget. Collections through **January** in FY 24-25 were **$30,213.**

Expenditure Highlights:

In the Ports & Harbors Fund expenditures through **01/31/2026** are **$295,181** or **21%** of the budget. This places overall spending **below** the budgeted benchmark.

PORTS AND HARBORS FUND REVENUES VS EXPENSES FY2026

MONTH	2026 REVENUE	2026 EXPENSES	MONTHLY VARIANCE
OCT	$209,551.26	$48,577.00	$ 160,974.26
NOV	$255,253.15	$40,847.23	$ 214,405.92
DEC	$81,935.79	$41,898.46	$ 40,037.33
JAN	$66,572.21	$170,315.09	$ (103,742.88)
FEB			$ -
MAR			$ -
APR			$ -
MAY			$ -
JUN			$ -
JUL			$ -
AUG			$ -
SEP			$ -
TOTAL	$613,312.41	$301,637.78	$ 311,674.63



CITY OF
PORT LAVACA
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Ports & Harbors Fund
Target Benchmark is 34%

	Jan-26			Jan-25		
	25-26 Budget Actual YTD	25-26 Adopted Budget	%	24-25 Budget Actual YTD	24-25 Adopted Budget	%
Revenues						
User and Svc Charges	274,527	792,072	35%	276,868	818,955	34%
Fines and Forfeitures	2,621	500	524%	200	500	40%
Other Revenue	8,913	35,500	25%	10,776	35,600	30%
Grant and Contribution	459,067	556,872	82%	25,200	550,000	5%
Intergovernmental Revenue	96,284	96,284	0%	116,184	116,184	0%
Total Revenue	**$ 841,412**	**$ 1,481,228**	**57%**	**$ 429,228**	**$ 1,521,239**	**28%**
Expenditures						
Technology	4,063	6,424	63%	3,185	1,422	224%
City Harbor	-	8,000	0%	-	7,000	0%
Harbor of Refuge	2,500	100,000	3%	5,000	200,000	3%
Smith Harbor	-	11,000	0%	-	11,000	0%
Nautical Landings Marina	3,997	18,000	22%	5,040	35,000	14%
Operations	284,565	1,585,137	18%	120,129	1,390,279	9%
Total Expenditures	**$ 295,126**	**$ 1,728,561**	**17%**	**$ 133,354**	**$ 1,644,701**	**8%**
Revenues Over/Under	**$546,286**			**$295,874**		

** Expenditures do not include encumbrances*

COMMUNICATION

SUBJECT: Receive Employee Training Review Acknowledgment report ending 01.31.2026

INFORMATION:

DATE: 02/09/2026

TO: COUNCIL - REGULAR CITY COUNCIL MEETING

SUBJECT: TRAINING REVIEW AND ACKNOWLEDGEMENT FORMS

Police:

Emp: James Alderete
Training Title: Gracie Survival Tactics Level 2
Date: January 26, 2026 – January 30, 2026

Human Recourses

Emp: Rachel Garza
Training Title: Managing Employee Leave
Date: January 7, 2026

Emp: Rachel Garza
Training Title: Successful Customer Service Interactions
Date: February 2, 2026

Utility Billing

Emp: Cindy Amejorado
Training Title: Safey Council – Customer Service Training
Date: October 22, 2025

Emp: Tracie Durrance
Training Title: Safey Council – Customer Service Training
Date: October 22, 2025

CITY OF PORT LAVACA

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 2010 EMPLOYEE NAME: JAMES ALDERETE

DEPARTMENT: Police TRAINING / CONFERENCE DATE(S): 1/26/2026-1/30/2026

TRAINING/ CONFERENCE TITLE: Gracie Survival Tactics Level 2

LOCATION: Corpus Christi Texas

1. **Purpose of Training/ Conference**
   (Briefly explain the reason for attending and what the training was intended to accomplish)
   To update level 1 certification and complete level 2 certification to teach Gracie Survival Tactics Level 1 and level 2.

2. **Summary of Activities or Topics Covered**
   (What sessions, classes, or workshops did you attend?)
   Gracie Survival Tactics Level 2

3. **Key Takeaways or Skills Learned**
   (What did you learn or gain from this experience?)
   Learned defensive tactics to increase officer safety and survivability while dealing with physically noncompliant subjects. Gained certifications required to teach officers Gracie Survival Tactics Level 1 and level 2.

EMPLOYEE SIGNATURE: JAMES ALDERETE DATE: 02/02/2026

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

HR SIGNATURE: _____ DATE: _____

RECEIVED
FEB 02 2026
CITY OF PORT LAVACA
CITY MANAGER

CITY OF PORT LAVACA

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 1135 EMPLOYEE NAME: RACHEL GARZA

DEPARTMENT: Human Resources TRAINING / CONFERENCE DATE(S): 01/07/2026

TRAINING/ CONFERENCE TITLE: Managing Employee Leave

LOCATION: SHRM - Webinar

1. **Purpose of Training/ Conference**

(Briefly explain the reason for attending and what the training was intended to accomplish)

Managing Employee Leave impacts employee well-being, job security, any hardship on the department.
Learn how to determine what qualifies an employee to take leave.
Learn how to strengthen internal documentation.

2. **Summary of Activities or Topics Covered**

(What sessions, classes, or workshops did you attend?)

How to evaluate, and manage leave and accommodation obligations.
Best practices for managing intermittent leave and long-term medical absences.
Documentation: Who, What, When, Where: Date, time, location, attendees (names/titles), and the specific topic.
FMLA Leave refresher course.

3. **Key Takeaways or Skills Learned**

(What did you learn or gain from this experience?)

Ensure policy address' guidelines for each individual type of leave.
Ensure policies are easily understood and easily accessible to all employees.
• Encourage employees to submit early requests for extended leaves (maternity, serious illness conditions) and schedule check-ins for return-to-work.
• Sync employees leave with payroll to prevent errors.
• Document Everything, Keep detailed, confidential records of all leave requests, approvals and or denials.
• Refresher course on FMLA / Qualifications, FMLA Forms and return to work status report.

EMPLOYEE SIGNATURE: RACHEL GARZA DATE: 01/07/2026

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

HR SIGNATURE: _____ DATE: _____

RECEIVED
JAN 07 2026
CITY OF PORT LAVACA
CITY MANAGER

CITY OF PORT LAVACA

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 1135 EMPLOYEE NAME: RACHEL GARZA

DEPARTMENT: Human Resources TRAINING / CONFERENCE DATE(S): 02/02/2026

TRAINING/ CONFERENCE TITLE: Successful Customer Service Interactions

LOCATION: TML - IRP Web Training.

1. **Purpose of Training/ Conference**
   (Briefly explain the reason for attending and what the training was intended to accomplish)
   Understand Customer's and Employee's Needs
   Improve Communication skills
   Learn how to handling difficult situations
   Building positive relationships

2. **Summary of Activities or Topics Covered**
   (What sessions, classes, or workshops did you attend?)
   Accessibility - Customer / Employees need to be able to reach you for assistance or support.
   Communication Skills & Listening Skills
   Approachability - Have a welcoming nature
   Critical Skills to problem solve
   Positive and Negative intent
   Understanding Customers
   Feedback.

3. **Key Takeaways or Skills Learned**
   (What did you learn or gain from this experience?)
   Learning how to read and Understand the customer's and/or employee's goal to solving their problem / complaint.
   Positive Intent - Give customer / employees the benefit of making them comfortable and the feeling of being heard - No judging.
   Use active listening, empathy and polite language.
   Customers perception affect the public - A good reputation is inviting to customers / employees.
   Social Media can impact your business - positively and negatively
   Customer / Employees who have a healthy work environment will have a more buy-in in to their work performance or for a customer returning to your business.
   How positive feedback can improve customer and employee morale.

EMPLOYEE SIGNATURE: RACHEL GARZA DATE: 02/03/2026

DEPARTMENT HEAD SIGNATURE: DATE: RECEIVED

HR SIGNATURE: DATE: FEB 03 2026

CITY OF PORT LAVACA
CITY MANAGER

CITY OF PORT LAVACA

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 4710 EMPLOYEE NAME: CINDY AMEJORADO

DEPARTMENT: Utility Billing TRAINING / CONFERENCE DATE(S): 10/22/25

TRAINING/ CONFERENCE TITLE: Customer Service Training

LOCATION: Safety Council

1. **Purpose of Training/ Conference**

   (Briefly explain the reason for attending and what the training was intended to accomplish)

   The purpose of the training is to show us the perspective on Customer Service, how to communicate with our customers in different stages of interactions. The training is to help us be professional and educated when facing challenging customers issues,

2. **Summary of Activities or Topics Covered**

   (What sessions, classes, or workshops did you attend?)

   Customer Service Training provided by Health and Safety Council

3. **Key Takeaways or Skills Learned**

   (What did you learn or gain from this experience?)

   The experience has given me extra ways to better my interactions with customers whether in person or on the phone. How to keep a level head, defuse the situation, and how to take care of a customer's needs. Majority of the time we are the first ones to speak with a customer, so it matters how we respond to any and all issues.

EMPLOYEE SIGNATURE: CINDY AMEJORADO DATE: 01/30/2026

DEPARTMENT HEAD SIGNATURE: CINDY AMEJORADO DATE: 01/30/2026

HR SIGNATURE: CINDY AMEJORADO DATE: 01/30/2026

RECEIVED
JAN 30 2026
CITY OF PORT LAVACA
CITY MANAGER

CITY OF PORT LAVACA

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 4712 EMPLOYEE NAME: TRACIE DURRANCE

DEPARTMENT: Utility Billing TRAINING / CONFERENCE DATE(S): 10/22/2025

TRAINING/ CONFERENCE TITLE: customer service training

LOCATION: SAFETY COUNCIL BUILDING

1. **Purpose of Training/ Conference**

(Briefly explain the reason for attending and what the training was intended to accomplish)

They showed us several situations with customers and how to manage.
Angry Customers, problem solving skills, provide clear information in writing, and by phone.
there were mainly conversations and tests about the Meter Technicians and their jobs.
Plus Retail Customer Services: Walmart, HEB, Krogers, ETC.....
We had 1 set that was applied to us as Water Dept. Customer Services.
High Charges, Looking through customer eyes and how they view us.

2. **Summary of Activities or Topics Covered**

(What sessions, classes, or workshops did you attend?)

There was only 1 Computer Class with about 20 tests after each subject and then 1 major test at the end of the program.
This was done and created by The Health and Safety Council.

3. **Key Takeaways or Skills Learned**

(What did you learn or gain from this experience?)

I learned how to handle certain situations, and when to call a manager in.

When A CUSTOMER IS UPSET THEY WILL TRY TO ARGUE OR MAKE WAVES WHEN THINGS CHANGE.(PRICES,OR RATES)
If we as Customer Service Reps keep things calm and easy then customers will be more susceptible to change.
This is a goal to be able to help customers.

EMPLOYEE SIGNATURE: TRACIE DURRANCE DATE: 01/30/2026

DEPARTMENT HEAD SIGNATURE: DATE: RECEIVED

HR SIGNATURE: DATE: JAN 30 2026

CITY OF PORT LAVACA
CITY MANAGER

COMMUNICATION

SUBJECT: Receive Office of Court Administrators (OCA) Monthly report ending 01.31.2026

INFORMATION:

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month January **Year** 2026

Municipal Court for the City of **PORT LAVACA**

Presiding Judge RAYMOND B. PEREZ

If new, date assumed office _____

Court Mailing Address 202 N. VIRGINIA STREET

City PORT LAVACA **, TX** **Zip** **77979**

Phone Number 361-552-9793

Fax Number 361-552-7933

Court's Public Email COURT@PORTLAVACA.ORG

Court's Website https://portlavaca.org/city-departments/municipal-court/

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by SANDRA NOVELO

Date 2/2/2026 Phone Number 361-552-9793

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court: City of Port Lavaca	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month JANUARY Year 2026	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Cases Pending First of Month	2,874	14	27	2,859	70	198
a. Active Cases	1,653	10	19	1,645	49	157
b. Inactive Cases	1,211	4	8	1,214	21	41
2. New Cases Filed During Month	63	0	1	34	3	0
3. Cases Reactivated	24	2	2	20	1	2
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1,740	12	22	1,699	53	159
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP, Art. 27.14 (c)))*	0	0	0	12	0	0
b. Cases Dismissed by Prosecution	0	0	0	0	0	0
7. Final Dispositions in Open Court or at Trial						
a. Convictions						
1) Guilty Plea or Nolo Contendere	42	0	0	8	1	2
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Cases Dismissed by Prosecution	3	0	0	0	0	0
8. Compliance Dismissals						
a. After Driving Safety Course *(CCP, Art. 45.0511)*	7					
b. After Deferred Disposition *(CCP, Art. 45.051 or CCP, Art. 45.054)*	4	0	0	0	0	0
c. After Teen Court *(CCP, Art. 45.052)*	0	0	0	0	0	0
d. After Tobacco Awareness Course *(HSC, Sec. 161.253)*					0	
e. After Treatment for Chemical Dependency *(CCP, Art. 45.053 and HSC, Ch. 462)*				0	0	
f. After Proof of Financial Responsibility *(TC, Sec. 601.193)*	1					
g. All Other Transportation Code Dismissals	1	0	0	0	0	0
9. All Other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed *(Sum of Lines 6, 7, 8 & 9)*	58	0	0	20	1	2
11. Placed on Inactive Status	17	0	1	20	0	1
12. Cases Pending End of Month	2,869	14	28	2,873	72	196
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1,665	12	21	1,659	52	156
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	1,204	2	7	1,214	20	40
13. Show Cause and Other Required Hearings Held	31	0	0	7	0	0
14. Cases Appealed						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL/ADMINISTRATIVE SECTION

CIVIL SECTION

Court CITY OF PORT LAVACA Month JANUARY Year 2026	TOTAL CASES
1. Cases Pending First of Month	313
a. Active Cases	309
b. Inactive Cases	4
2. New Cases Filed During Month	0
3. Cases Reactivated	1
4. All Other Cases Added	*0*
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	310
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial or Hearing by Judge or Hearing Officer	0
10. Trial by Jury	0
11. Cases Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	0
14. Placed on Inactive Status	**1**
15. Cases Pending End of Month	313
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	309
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	4
16. Cases Appealed	
a. After Trial	0
b. Without Trial	0

JUVENILE/MINOR ACTIVITY

Court CITY OF PORT LAVACA Month JANUARY Year 2026	TOTAL
1. Transportation Code Cases Filed *(TC, Section 729.001)*	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed *(ABC, Sec. 106.041)*	0
4. Drug Paraphernalia Cases Filed *(HSC, Sec. 481.125(a))*	0
5. Tobacco and E-Cigarettes Cases Filed *(HSC, Sec. 161.252)*	1
6. Truancy Cases Filed *(Fam. Code, Sec. 65.003(a))*	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed *(Local Govt. Code, Sec. 341.905 or Sec. 351.903)*	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer *(Fam. Code, Sec. 51.08(b)(1))*	0
b. Discretionary Transfer *(Fam. Code, Sec. 51.08(b)(2))*	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) *(CCP, Art. 45.050(c)(1) and Fam. Code, Sec. 65.251)*	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) *(CCP, Art. 45.050(c)(2) and Fam. Code Sec. 65.251)*	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified *(Fam. Code, Sec. 51.095(a)(1)(D))*	0
14. Detention Hearings Held *(Fam. Code, Sec. 54.01)*	0
15. Orders for Non-Secure Custody Issued *(CCP, Art. 45.058)*	0
16. Parent Contributing to Nonattendance Cases Filed *(Ed. Code, Sec. 25.093)*	0

ADDITIONAL ACTIVITY

Court: CITY OF PORT LAVACA Month JANUARY Year 2026	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. Magistrate Warnings a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest Warrants Issued a. Class C Misdemeanors		29
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued *(CCP, Art. 45.045)*		0
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Issued *(CCP, Art. 18.05)*		0
6. Examining Trials Conducted *(CCP, Art. 16.01)*		0
7. Emergency Mental Health Hearings Held *(HSC, Sec. 573.012)*		0
8. Magistrate's Orders for Emergency Protection *(CCP, Art.17.292)*		0
9. Magistrate's Orders for Ignition Interlock Device Issued *(CCP, Art. 17.441)*		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond *(CCP, Art. 17)*		0
11. Driver's License Denial, Revocation or Suspension Hearings Held *(TC, Sec. 521.300)*		0
12. Disposition of Stolen Property Hearings Held *(CCP, Ch. 47)*		0
13. Peace Bond Hearings Held *(CCP, Art. 7.03)*		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service *(CCP, Art. 45.049 or 45.0492)* a. Partial Satisfaction		1
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		12
16. Cases in Which Fine and Court Costs Waived for Indigency *(CCP, Art. 45.0491)*		1
17. Amount of Fines and Court Costs Waived for Indigency *(CCP, Art. 43.091)*		$49.00
18. Total Fines, Court Costs and Other Amounts Collected a. Retained by City		$9,793.08
b. Remitted to State		$4,466.49
c. Total		$14,259.57

COMMUNICATION

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

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INFORMATION:

VEDC Update for Port Lavaca
January 2026 RECAP
Presented February 2026

Residential

- VEDC is scheduled to meet with the residential developer to discuss options for Port Lavaca (this specific developer was very excited about the TIRZ being passed).

Marketing

- VEDC is updating the one-page market sheet for 2026.
- VEDC will be adding the TIRZ information to all marketing.
- VEDC staff continues to post on the City's Economic Development Facebook page and is posting on there.

Business

- VEDC staff will be meeting with a food/beverage retailer during the ISCS Red River event.
- The VEDC staff has reached out to a combined (breakfast/lunch) concept sit down restaurant to have a discussion with them opening in Port Lavaca. This is still pending.
- Business workshops are to be held quarterly, with the first one of the year scheduled for February 25, 2026.

Other

- VEDC staff has provided the City with information as needed/requested.
    - Provided consultants with reports with information needed for the City's Comprehensive Plan projections.
    - Provided Staff with Top Employers, needed by auditors.
    - Provided CM with a census report needed for a grant application
- VEDC will be hosting an open meeting (for all of you to attend) - **Tuesday, February 17, 2026, from 4:00 PM to 6:00 PM** (each council member should have received an invitation). If you have not received this, please contact Diane: dianedrussell@victoriaedc.com or 361-485-3190.
- VEDC staff have had visits with multiple companies interested in the area.
- VEDC will be attending retail/trade shows in February and May, and conferences in March, April and June.
- VEDC staff attend training and conferences throughout the year. There are training opportunities as they relate to economic development**. If any council member is ever interested in knowing more, please let VEDC staff know.**

VEDC President will update the council in person on a quarterly basis. Date TBD.

COMMUNICATION

SUBJECT: Receive Quarterly Investment Report for 10.01.2025 to 12.31.2025

INFORMATION:

City of Port Lavaca
Quarterly Investment Report
10/1/2025 - 12/31/2025

Purchase Date	Maturity Date/Days		CUSIP	% of Portfolio	Security or Type	Principal	Interest	9/30/2025	12/31/2024	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
				7%	**Demand Deposits**											
N/A	N/A				**Payroll** First National Bank			$ 12,596	$ 193,496	0.0000%		$ 193,496	$ 193,496			$ -
N/A	N/A				**Pooled Cash** First National Bank			$ 536,721	$ 1,083,980	1.5000%		$ 1,083,980	$ 1,083,980			$ 6,748
N/A	N/A				**Fireman's Retirement** First National Bank			$ 50	$ (75)	0.0000%		$ (75)	$ (75)			$ -
N/A	N/A				**Checking** First National Bank			$ -	$ -	0.0000%		$ -	$ -			$ -
N/A	N/A				**Events** First National Bank			$ 1	$ 1	0.0000%		$ 1	$ 1			$ -
N/A	N/A				**Parks Donation** First National Bank			$ 5,089	$ 5,189	0.0000%		$ 5,189	$ 5,189			$ -
				60%	**Local Government Investment Pools**											
N/A	48	*			**Consolidated Cash** Logic			$ 12,472,997	$ 11,592,855	3.9519%	3.5000%	$ 11,592,855	$ 11,591,209			$ 119,859
N/A		*			**Series 2022 Capital Projects** Logic			$ -	$ -	0.0000%	0.0000%	$ -	$ -			$ -
N/A	48	*			**Series 2024 Capital Projects** Logic			$ 8,667,154	$ 6,493,802	3.9519%	3.5000%	$ 6,493,802	$ 6,492,879			$ 76,648
					Total Investments			**$ 21,694,608**	**$ 19,369,248**	**3.8880%** Average		**$ 19,369,248**	**$ 19,366,680**	**$ -**		**$ 203,255**

* Weighted Average Maturity

Total Interest for October 1, 2025 through December 31, 2025

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

Brittney Hogan 01/15/2026

Brittney Hogan
Finance Director

Date

Prepared: 1/15/2026

COMMUNICATION

SUBJECT: Ratify Lease at City Harbor Tracts 7, 8 and 11 with Federation at Southern Co-op

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INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE February 1, 2026

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

TENANT

Company name & address	The Federation of Southern Cooperatives 2769 Church Street East Point, GA 30344
Home office address	(404) 765-9178 404-401-8817
Contact #s	Terence Courtney 404-765-0991
Local responsible party	Veronica Briceno
Contact #, email	361-482-7120 veronicabriceno@federation.coop
Emergency contact	----------

PREMISES

TRACT #'s CITY HARBOR: TRACTS 7, 8, 11 see Exhibit "A"

Acreage 18,827 SF (0.43 acres)

Amenities & accessories: 840 SF Building and appurtenances is included; utilities paid by tenant

TERM

Commencement Date	February 1, 2026
Termination Date	January 31, 2027
Monthly Rate	$3,700.00
Annual Increase	per negotiation if a one-year option is approved

Tenant shall have the right with sixty (90) days advance written notice to City to exercise one (1) each one (1) year option to extend the lease. However, City shall have the preferential right with sixty (60) days advance written notice to Tenant to terminate the lease at the end of the current lease term.

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.

Rev. 9.2020

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of February 1, 2026 (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 The Federation of Southern Cooperatives (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 City Harbor, City of Port Lavaca, Texas, identified as City Harbor Tracts 7, 8, and 11, consisting of 0.43 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.

"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 seafood business, Texas Coastal Fisherman's Cooperative (TCFC), including loading and unloading of seafood boats, storage of seafood, use lease as office space, meeting space and dock space for members of TCFC.

"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.

Article 3. Term.

Section 3.01. This lease is for a term of ONE YEAR commencing on the first day of February 2026. Tenant shall have the right with sixty (60) days advance written notice to City to exercise one (1) each one (1) year option to extend the lease. City shall have the preferential right with ninety (90) days advance written notice to Tenant to terminate the lease at the end of the current lease term. 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 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. 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, 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.

Article 5. Rent.

5.01 Land Rent. Tenant shall pay to City monthly rent of $3,700.00 per month, beginning on February 1, 2026, and on the first (1st) day of each month thereafter during the term of this Lease ending on January 31, 2027. If City and Tenant mutually agree to exercise the one (1) year option to extend per Section 3.01, the increase for year 2 shall be per mutually agreed upon by both parties.

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. (NOT APPLICABLE TO CITY HARBOR) 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, **"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.

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.

Section 6.09. Utilities for 840 SF building. The 840 SF building included in this lease has access to public water, sewer and electrical service and it is the responsibility of the tenant to arrange for service and payment. The City shall maintain and pay for the electricity required to operate the sewage lift station for the building.

Article 7. Fencing, Rail Service and Utilities. 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. 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. 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:
The Federation of Southern Cooperatives
2769 Church Street
East Point, GA 30344
Attn: Terence Courtney

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]

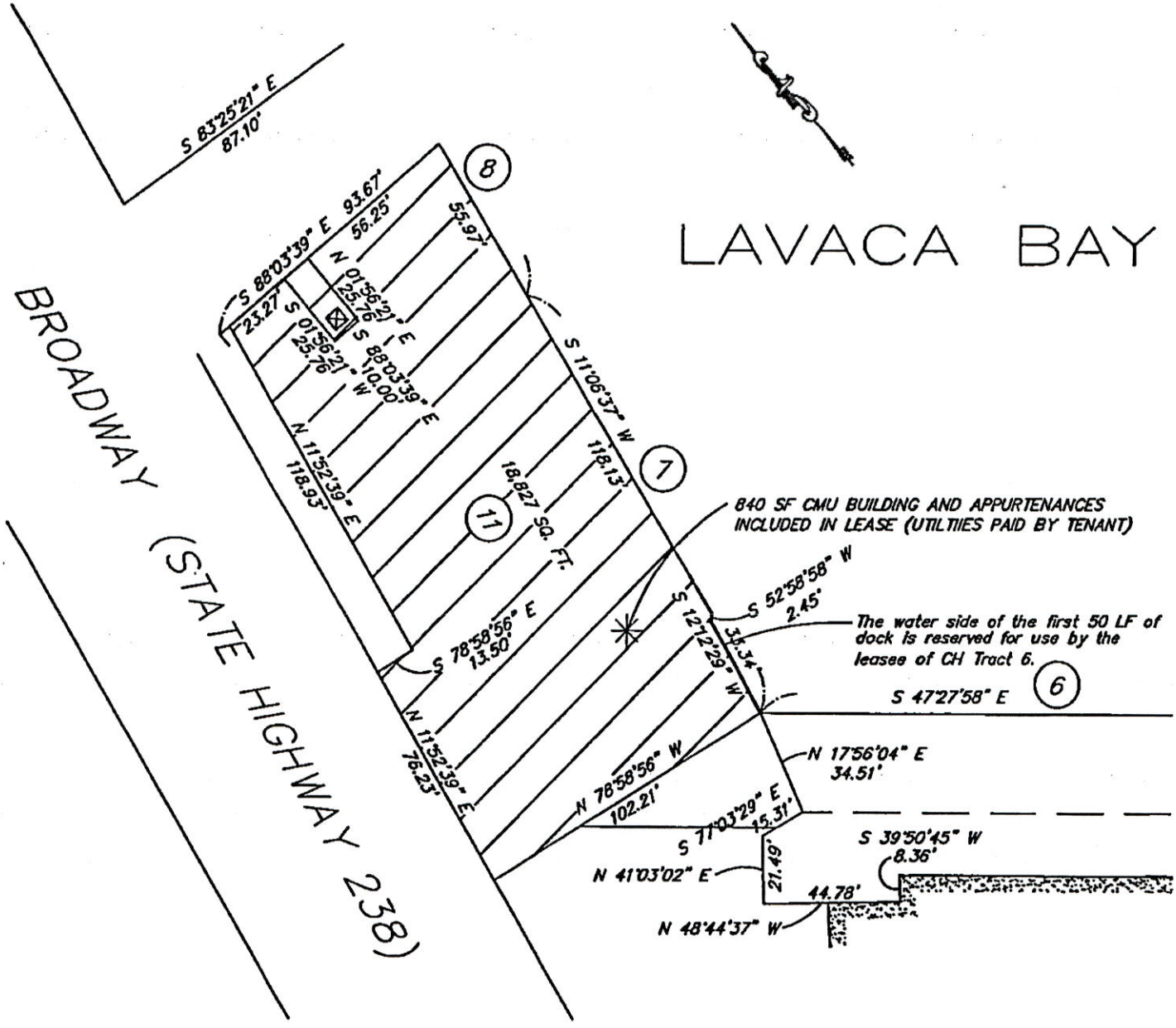

LAVACA BAY
BROADWAY (STATE HIGHWAY 238)
S 83°25'21" E
87.10'
8
7
11
6
S 88°03'39" E 93.67'
56.25'
55.97'
S 88°03'39" E
23.27'
S 01°56'21" E
25.76'
N 01°56'21" E
25.76'
S 88°03'39" E
10.00'
N 11°52'39" E
118.93'
S 11°06'37" W
118.13'
18,827 SQ. FT.
S 78°58'56" E
13.50'
N 11°52'39" E
76.23'
840 SF CMU BUILDING AND APPURTENANCES
INCLUDED IN LEASE (UTILTIES PAID BY TENANT)
S 52°58'58" W
2.45'
The water side of the first 50 LF of
dock is reserved for use by the
leasee of CH Tract 6.
S 12°12'29" W
34.34'
S 47°27'58" E
N 17°56'04" E
34.51'
N 78°58'56" W
102.21'
S 11°03'29" E
15.31'
S 39°50'45" W
8.36'
N 41°03'02" E
21.49'
44.78'
N 48°44'37" W

EXHIBIT "A"

EFFECTIVE _____ and **EXECUTED** this 9TH day of FEBRUARY, 2026.

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

TENANT

THE FEDERATION OF SOUTHERN COOPERATIVES

By: _____

Name: Cornelius Blanding

Title: EXECUTIVE DIRECTOR

COMMUNICATION

SUBJECT: Ratify the Southern Gulf Systems Purchase Order for work at Harbor Drive West

---

INFORMATION:

City of Port Lavaca
Finance Department
202 N. Virginia St.
Port Lavaca, Tx 77979
accountspayable@portlavaca.org

CITY OF PORT LAVACA
REQUISITION REQUEST FORM

Expedited Review ☐

PURCHASE ORDER # 26-00058 *(Assigned by Finance)*

Section 1 - General Information

Requisitioned by: JODY WEAVER (Name) CITY MANAGER (Title)

DATE: 02/02/2026

Name of Vendor: SOUTHERN GULF SOLUTIONS

Department: STREETS & DRAINAGE

G/L Acct #: 001-50410533.14

Project: CULVERT COFFERDAM

Project #: 043 Line #: Construction

Description of Goods/Services: DEBRI REMOVAL & CLEANUP; REPOUR 10' SECTION OF BULKHEAD

Total: $32,536.60

Section II - HUB Contact Documentation - FOR PURCHASES OF $3,000 - $49,999

In compliance with Chapter 252.0215 of the Texas Local Government Code and pages 13 & 14 of the City Purchasing Policy and Procedures manual, the department originating this purchase requisition certifies that: (Select A or B)

A)_____ The following Calhoun County Historically Underutilized Businesses were identified and contacted concerning this purchase:

HUB #1	HUB #2

B) X No applicable Calhoun County HUBs were identified from the Comptroller of Public Accounts listing; therefore, the City is exempt from HUB contact requirements for this purchase. (Attach HUB vendor search results.)

Section III - Competitive Quotation Documentation

Competitive quotations are generally required for cooperative, emergency, sole source or single source purchases, with justification/sole source documentation, and approval by Finance, per pages 13-15 of the City Purchasing Policy and Procedures.

PSA/Contract # _____

Cooperative Purchase?	☐	Yes	☑	No
Sole Source?	☐	Yes	☑	No
Single Source?	☐	Yes	☑	No
Professional Services?	☐	Yes	☑	No
Emergency Purchase?	☑	Yes	☐	No

* If yes, City Manager authorization _____

Competitive Bid? ☒ Yes ☑ No

Attach bid tabulation and Council minutes

	Quotation #1 $1,001 - $5,000	Quotation #2 $5,001 - $10,000	Quotation #3 $10,001 - $49,999
	PO NOT REQUIRED	$3,000 ---------- HUB Vendor Search ---------- $49,999	
Name of Company	SOUTHERN GULF SOLUTIONS	REXCO	LESTER
Telephone Number	979-798-0520		
Contact Person	TRAVIS THOMAS		
Email Address	TRAVIS@SOGULF.COM		
Quotation #			
Total Price Quoted	$32,536.60	NO BID	NO BID

Section IV - Approvals

Department Head or Designee: _____ Date: 2.2.2026

To be routed for signature by Finance staff:

Finance Director: _____ Date: _____

City Manager: _____ Date: 2.5.2026

*Revised 02/27/2025

SOUTHERN GULF SOLUTIONS

Attn: Jody Weaver **January 8, 2026**

Ref: Culvert Cofferdam

SGS Proposal Number: 25.374 rev 1

Southern Gulf Solutions, LLC is pleased to submit our proposal for the above-referenced project. Southern Gulf Solutions, LLC proposes to furnish all Supervision, Labor, Material, Equipment, and Insurance for the "**Lump Sum**" pricing below:

Estimated Pricing: $32,356.60

Item	Description	Sub-Total $
1	MobDemob	$ 917.40
2	Fence Remove/Install	$ 2,960.47
3	Access & Cofferdam / 1 day exploritory	$ 12,696.49
5	Sawcut & Remove	$ 10,782.24
7	Repour Sidewalk	$ 5,000.00
		$ 32,356.60
		Total

Scope Includes:

Removal of approximately 20' of wooden fence and replace for access
Debris Removal & Cleanup (chain link fence and tree debris)
Placement of sandbag cofferdam approx. 10' diameter
Demolition and haul off approx. 10' section of sidewalk
Up to 1 day of Exploratory Digging and backfill with onsite materials.
Repouring the 10' section of bulkhead sidewalk with 3000 min psi concrete
SGS will remove the palm tree stump and dispose for an additional $1500

SOUTHERN GULF SOLUTIONS

Attn: Jody Weaver **January 8, 2026**

Ref: Culvert Cofferdam

SGS Proposal Number: 25.374 rev 1

CLARIFICATIONS / QUALIFICATIONS

1. Pricing is based on the information provided.
2. Price excludes all sales tax.
3. SGS will require written notice that homeowners have approved debris removal and access
4. SGS is not responsible for cleaning or camera inspection of the pipe
5. SGS is not responsible for pumping out the water from the pipe over the cofferdam
6. Quoted prices are subject to escalation after 30 days.
7. Southern Gulf Solutions will do its utmost to cooperate with other work and operations of site, however, any work stoppage or delay outside of Southern Gulf Solutions' control exceeding thirty (30) minutes or more should be considered extra to our price.
8. De-watering activities and productivity loss for equipment due to inclement weather will be handled on a Time & Material (T&M) basis. Productivity loss will be added to the end of the project schedule with no repercussions to SGS.
9. The proposed workweek is (50) hours per week, Monday through Friday, (10) hours per day. Saturday and Sunday may be used as make-up days for bad weather. Any extended work times requested by the Customer would be considered extra to this Proposal. Southern Gulf Solutions may, however, elect to work extended hours to take advantage of favorable weather, with prior Customer approval.
10. The proposal is based on all work being performed in a continuous and ongoing manner with one (1) mobilization and one (1) demobilization. Any additional mobilization/demobilization outside of Southern Gulf Solutions' control will be handled on a T&M basis.
11. Southern Gulf Solutions' payment terms are Net 30 days.
12. The following items, if required, will be furnished by others or handled on a T&M basis:
    - Insulation and Heat Trace
    - Scaffolding
    - Electrical and Instrumentation
    - Dumpster and disposal of all waste
    - Coatings – Onsite/Offsite
    - Cranes
    - Hydro-Excavation
    - Line Location
    - Concrete Testing / Compaction Testing
    - Matting / Cribbing

Invoices beyond 60 days are subject to 1.5% per month Service Charge (Annual Rate 18%).

SOUTHERN GULF SOLUTIONS

Attn: Jody Weaver **January 8, 2026**

Ref: Culvert Cofferdam

SGS Proposal Number: 25.374 rev 1

Southern Gulf Solutions LLC will commence to perform the work, according to the above-mentioned bid clarifications and qualifications. By signing this document, you are agreeing to a Notice to Proceed for the above-mentioned work. This document will be followed with a written purchase order to invoice against. Work will not commence until the signed document of approval is received.

Please do not hesitate to contact me at (979)798-0520 if you have any questions.

Client Signature

1.9.2026
Date

Regards,

Travis Thomas
Heavy Operations Manager
Southern Gulf Solutions
1001 N. Market St.
Brazoria, TX 77422
O: 979-798-0520
C: 281-961-5091
Travis@sogulf.com
www.sogulf.com

SOUTHERN GULF SOLUTIONS

SOUTHERN GULF SOLUTIONS

Southern Gulf Solutions, LLC

T&M Labor Rates 2026

Supervision & Administrative Staff	Class.	Straight Time Rate	Over Time Rate
Project Manager *	PM	$113.00	$113.00
Field Engineer *	FE	$84.00	$84.00
Safety Engineer *	SF	$102.00	$102.00
Timekeeper	TK	$39.00	$53.00
Civil	**Class.**		
Civil Superintendent	SP	$102.00	$138.00
Civil Foreman	FM	$71.00	$97.00
Leadman	LM	$65.00	$89.00
Operator	OP	$54.00	$74.00
Craftsman	CM	$52.00	$71.00
Civil Laborer	CL	$43.00	$59.00
General Laborer	GL	$37.00	$50.00

Labor Rate Clarifications

1. Labor rates include insurance, taxes, benefits, standard consumables, small tools less than $500.00 in value, standard safety supplies, home office overhead and profit.
2. Overtime rates will be charged for all hours exceeding forty (40) hours per week. Overtime rates will be submitted for all hours exceeding the scheduled daily shift, and billed accordingly, if total hours worked for the week exceeds forty (40) hours.
3. Overtime rates will also be charged for the following holidays:
   New Year's Day Independence Day Thanksgiving Day Memorial Day Labor Day Christmas Day
4. The above rates do not include any cost associated with shift differentials for multiple and/or night shifts. Shift differentials and/or night shifts will increase the above rates $2.00 per hour.
5. Contractor furnished materials including sales tax and freight, and subcontracted work shall be billed at contractors invoiced price, plus a fee of ten (10%) percent. Taxes and freight will be billed at Cost.
6. The above rates do not include perdiem. If perdeim is required it will be negotiated with the customer, and will be considered on a case by case basis.
7. Classifications with an * beside the description include the cost for pickup truck.

OK 1/12/26

SOUTHERN GULF SOLUTIONS

Southern Gulf Solutions, LLC

Hourly Equipment Rates through 2026

Equipment Description		Hourly Rate
Backhoe 4WD	$	71.00
Skid Steer Track	$	69.00
Wheel Loader 3Yd	$	116.00
Maintainer 140-M	$	122.00
Dozer Standard 70-79 HP	$	61.00
Dozer Standard 80-129 HP	$	83.00
Dozer LGP 130-149 HP	$	98.00
Dozer LGP 150-179 HP	$	144.00
Mini Excavator 4-4.9 T	$	34.00
Mini Excavator 6-6.9 T	$	43.00
Mini Excavator 8-8.9 T	$	60.00
Excavator 13-14.9 T	$	80.00
Excavator 19-23.9 T	$	94.00
Excavator 29-32.9 T	$	121.00
Excavator 33-39.9 T	$	137.00
Compactor 54"	$	49.00
Compactor 66"	$	52.00
Compactor 84"	$	66.00
Extended Boom Forlift 5-K	$	44.00
Extended Boom Forlift 8-K	$	56.00
Extended Boom Forlift 10-K	$	76.00
Street Sweeper	$	24.00
Trencher Ride On	$	33.00
Air Compressor 150-200 CFM	$	36.00
Air Compressor 301-425 CFM	$	50.00
90-Lb Jack Hammer	$	8.00
Rivet Buster	$	6.00
2-Inch Trash Pump	$	16.00
Generator 26-50 kw	$	54.00
25 Ton ADT	$	157.00
40 Ton ADT	$	202.00
Hydrema ADT	$	133.00
Tandem Axle Dump Truck 14-Cy	$	86.00
Single Axle Dump Truck 6-Cy	$	63.00
Truck & Gooseneck	$	37.00
Water truck	$	45.00
Pickup Truck	$	11.00
Gator 2-seat 4WD	$	10.00
Gator 4-seat 4WD	$	11.00
Chainsaw	$	7.00
Weedeater	$	6.00

Equipment Clarifications:

1. The above equipment rates are fueled and maintained.
2. The equipment rates do not include operator.
3. Freight in and out are not included in the rates and will be billed at invoiced price plus 10% mark up.

Jody Weaver

From: mickey@rexcoinc.com
Sent: Monday, December 29, 2025 9:08 AM
To: Jody Weaver
Subject: RE: construction of cofferdam at the Outfall of the Harbor Drive West drainage pipe

Follow Up Flag: Follow up
Flag Status: Flagged

Jody, Rexco will have to No-Bid at this time. Thanks Mickey

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Tuesday, December 23, 2025 3:09 PM
To: 'mickey' <mickey@rexcoinc.com>
Subject: construction of cofferdam at the Outfall of the Harbor Drive West drainage pipe
Importance: High

Mickey,

I am looking for a contractor that would be able in the next 2 or 3 weeks tops, construct a cofferdam at the outfall of a 36" storm pipe that discharges into the Brookhollow Estates channe from Harbor Drive West. I have one contractor working on a price for me, but I need to get 3 quotes or "no Bic s". If you are interested, please let me know asap and I can provide you more details – if not, please email me a "No-Bid" in response to this request for a proposal.

Merry Christmas!!

Jody

Jody Weaver

From: trent@lestercontracting.com
Sent: Wednesday, December 24, 2025 8:24 AM
To: Jody Weaver
Subject: RE: Construction of a cofferdam at the outfall of the Harbor Drive West drainage pipe

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Jody! After further thought on this project Lester Contracting is going to "No Bid" the job. Thank you for reaching out and let us know if there are any other projects in the future that the city needs help on.

Thank You and Merry Christmas!

Trent Tagliabue
Construction Manager
Lester Contracting, Inc.
361-552-3024

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Tuesday, December 23, 2025 4:46 PM
To: 'trent@lestercontracting.com' <trent@lestercontracting.com>
Subject: RE: Construction of a cofferdam at the outfall of the Harbor Drive West drainage pipe

Yes I have at least one so far.

From: trent@lestercontracting.com <trent@lestercontracting.com>
Sent: Tuesday, December 23, 2025 4:47 PM
To: Jody Weaver <jweaver@portlavaca.org>
Subject: RE: Construction of a cofferdam at the outfall of the Harbor Drive West drainage pipe

Jody – Do you have someone interested in bidding the project? If you do not I can look at it again with you and see if its something we want to tackle. In the past our work load was a little different.

Thank You,

Trent Tagliabue
Construction Manager
Lester Contracting, Inc.
361-552-3024

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Tuesday, December 23, 2025 3:03 PM
To: 'trent@lestercontracting.com' <trent@lestercontracting.com>
Subject: Construction of a cofferdam at the outfall of the Harbor Drive West drainage pipe
Importance: High

Trent,

We are looking for cost proposals to construct a cofferdam at the outfall of the 36" drainage pipe at Harbor Drive West, similar to what Lester did around 2006 at Harbor Drive East. In conversations I've had with you regarding this in the past, you have told me that you are not interested in doing this work regardless of the cost. Can you send me a "NO BID" documenting that you are responding with a No Bid to my inquiry into your interest to provide a proposal for this project.

Thanks!!

Jody

COMMUNICATION

SUBJECT: Consider Change Order No. 1 for City Hall Security Upgrade

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.05.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF CHANGE ORDER #1 CITY HALL PHASE 4 SECURITY IMPROVEMENTS**

Background:

Recently the Court Security Committee met and made a recommendation to amend the current City Hall Phase 4 Security upgrade construction contract to add a door between the Municipal Court Clerk's office and office 103 in order to facilitate office 103 to be used for the Municipal Judge.

Installing this door does not require Office 103 to be assigned for the Municipal Judge, but it would be of benefit if the office was used at any time by our Municipal Judge. If the Office is assigned to someone other than the Judge, the door would simply remain locked, with the locking control being on the Municipal Court Clerk's side.

A part-time municipal judge would use the office as an official workspace (apart from the clerk's offices as is the current arrangement) on an as needed basis when performing judicial duties. This means on court days the office could be used for reviewing dockets, files, and motions, meeting briefly with the clerks or other court personnel, signing orders, warrants, and judgments and possible handling plea agreements approvals. It may also be used by the judge as a space to retire to during court recesses.

Outside of court dates, the judge may use the office on an as needed basis for reviewing case files, signing paperwork the clerk has prepared, reviewing plea agreements, addressing warrants or other judicial matters. The prosecutor could occasionally use a judge's office to present the judge with a potential plea agreement or engage in a discussion with the judge and defense attorney (or defendant).

Another use mentioned was a place to house a 6-member jury during jury trials.

Financial Implication:

The cost to add this door is $2,230.00. There is built into the current contract amount a $15,000 contingency from which this $2,230 could be paid, which would reduce the available contingency to $12,770.

This Change order is within the dollar amount I am able to approve, however I am bringing this to Council for approval on the consent agenda. I wanted to give Council an opportunity to weigh in, as this was something which was discussed early on in the planning process and the decision at that time was not to include the door.

Recommendation: Approve Change Order # 1 in the amount of $2,230.00.

SECTION 00 63 57 – CHANGE ORDER REQUEST FORM

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

This form shall be filled out and submitted to the Architect by the General Contractor for all Change Order requests and shall become an attachment to the Standard AIA Change Order document which will be used to modify the contract.

CE #01 - ASI 01 — Change Order Proposal Number

2/2/2026 — Date

City of Port Lavaca City Hall Phase 4: Interior Renovations & Security Upgrades
Project Name

Lauger Companies, Inc.
General Contractor

RMA Architects
Architect

As per attached Quantity List(s) and Subcontractor Change Order Proposal(s), if applicable, the following breakdown of proposed costs for, ASI #01 received 2/2/2026

is as follows:

A.	1.	Cost of Material & Supplies	$ 50.00
	2.	Cost of Labor	$ 360.00
	3.	Payroll Tax, Insurance & Fringe Benefit on Labor (Percentage of Line 2)	$ 129.60
	4.	Cost of Transportation of Material (If Applicable)	$ 0.00
	5.	Subtotal	$ 539.60
	6.	10% Overhead & Profit (Percentage of Line 5)	$ 53.96
	7.	Subtotal	$ 593.56
B.	8.	Total Cost for Subcontractor(s) (See attached Subcontractor Proposals)	$ 1,494.00
	9.	5% Overhead & Profit (Percentage of Line 8)	$ 74.30
	10.	Subtotal of Lines 7, 8 & 9 (Part B – Lines 8, 9 & 10 not applicable, if no Subcontractor is involved)	$ 2,161.86
	11.	Cost of Builder's Risk Insurance (Percentage of Line 10 or 7)	$ 26.09
	12.	Cost of Performance & Payment Bonds (Percentage of Line 10 or 7)	$ 42.04
	13.	**Total Value of Change Order Proposal**	$ 2,230.00

C. Request 0 Calendar Days be added to Contract Time for this Proposal

END OF SECTION 00 63 57

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Lauger Companies Inc.
36 Enterprise Drive
Victoria, Texas 77905
P: 361-576-0003
F: 1-361-578-1626

Project: 251000 - City of Pt Lavaca City Hall Mas
202 N. Virginia St.
Port Lavaca, Texas 77979

CHANGE EVENT #001 - ASI 01

Origin:

Date Created: 2/2/2026 **Created By:** Reid Schiffbauer

Status: Open **Scope:** Out of Scope

Type: Owner Change **Change Reason:** Design Development

Description: Please see the attached pricing and backup documentation associated with ASI 01. Scope includes adding A103A opening to the project with a new hollow metal frame, plastic laminate door, and hardware set.

Attachments: Phase 4 - Int Doors & Frames - ASI 001.pdf, ASI 001.pdf

CHANGE EVENT LINE ITEMS

			Revenue					Cost							
Budget Code	**Vendor / Contract**	**UOM**	**QTY**	**Unit Cost**	**ROM**	**Prime PCO**	**Latest Price**	**QTY**	**Unit Cost**	**ROM**	**RFQ**	**Commit.**	**Non-Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
99-99001.000.Subcontract Change Order #1.Subcontract	Victoria Builder Supply Company, Inc. PO.251000.08.VB	ls	1.0	$1,494.00	$1,494.00		$1,494.00	1.0	$1,494.00	$1,494.00				$1,494.00		
Description: Frame, Door, Hardware Material																
99-99001.000.Subcontract Change Order #1.Subcontract	Lauger Companies Inc.	ls	1.0	$539.60	$539.60		$539.60	1.0	$539.60	$539.60				$539.60		
Description: Install Labor																
99-99001.000.Subcontract Change Order #1.Subcontract	Lauger Companies Inc.	ls	1.0	$74.30	$74.30		$74.30	1.0	$74.30	$74.30				$74.30		
Description: Lauger OH&P - Subk																
99-99001.000.Subcontract Change Order #1.Subcontract	Lauger Companies Inc.	ls	1.0	$53.96	$53.96		$53.96	1.0	$53.96	$53.96				$53.96		
Description: Lauger OH&P - Self Perform																
99-99001.000.Subcontract	Lauger Companies Inc.	ls	1.0	$26.09	$26.09		$26.09	1.0	$26.09	$26.09				$26.09		

			Revenue					Cost								
Budget Code	**Vendor / Contract**	**UOM**	**QTY**	**Unit Cost**	**ROM**	**Prime PCO**	**Latest Price**	**QTY**	**Unit Cost**	**ROM**	**RFQ**	**Commit.**	**Non-Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
Change Order #1.Subcontract																
Description: Lauger Builders Risk																
99-99001.000.Subcontract Change Order #1.Subcontract	Lauger Companies Inc.	ls	1.0	$42.05	$42.05		$42.05	1.0	$42.05	$42.05				$42.05		
Description: Lauger Bond																
Grand Totals					**$2,230.00**	**$0.00**	**$2,230.00**			**$2,230.00**	**$0.00**	**$0.00**	**$0.00**	**$2,230.00**	**$0.00**	**$0.00**

Victoria Builder Supply Company Inc.
5301 John Stockbauer Dr, Victoria, Texas 77904
(361) 572-8929

Estimate 26340361
Job
Estimate Date 2/2/2026

Billing Address
All Bidders
5301 John Stockbauer Drive
Victoria, TX 77904 USA

Job Address
City of Port Lavaca
201 Virginia Street
Port Lavaca, TX 77979 USA

Estimate Details

Phase 4 - Int Doors & Frames - ASI 001: Added Door 103A with Frame and Hardware Set 2

Service #	Description	Quantity	Your Price	Your Total
HM WELD	Labor Charges: Welding HM Frames	1.00	$75.00	$75.00

Materials

Material	Description	Quantity	Your Price	Your Total
HM PPFR41270	3070 x 5 3/4" LH Frame w/UNA: Doors A102, A103, A104	1.00	$205.00	$205.00
PLAM Custom	Plastic Laminate Doors, 3070, LH, CY Prep, Paint/Stained Edges, 20 min Fire Label, Standard Wilsonart Color *Premium will be upcharge*	1.00	$520.00	$520.00
CH Custom	Ives Std. Wt. Hinge, Ball Bearing, 4.5 x 4.5, US26D, Fire Rated	3.00	$15.00	$45.00
CH Custom	Falcon, Entry Dane Lever, SFIC, Less Core, Grade 1, UL, US26D	1.00	$325.00	$325.00
CH Custom	Schalge C Keyway, 6 Pin SFIC Core, US26D	1.00	$30.00	$30.00
CH Custom	LCN Closer, Light Duty, Grade 1, Extra Duty Arm, Parallel Arm, Aluminum, LCN1250-EDA-AL	1.00	$290.00	$290.00
CH CRWB26 US32D	Concave Wall Bumper US32D	1.00	$4.00	$4.00

Potential Savings	$0.00
Sub-Total	$1,494.00
Tax	$123.26
Total	$1,617.26

Thank you for choosing Victoria Builder Supply Company Inc.

Victoria Builder Supply Company Inc. has furnished this estimate based on the specifications provided by All Bidders and/or their representative. It is the customer's responsibility to review the contents of this estimate for accuracy and notify Victoria Builder Supply Company Inc. of any errors. It is also the customer's responsibility to notify Victoria Builder Supply Company Inc. of any changes to the specifications. Any revisions may require a estimate revision and/or a change in price.

Lauger Companies, Inc.

Self-Perform Estimate
ASI #01

Scope	Labor	Material	Equipment	Totals
Install Frame	$ 150.00	$ 25.00	$ -	$ 175.00
Install Door & Hardware	$ 210.00	$ 25.00	$ -	$ 235.00
Labor Burden			36%	$ 129.60
Subtotal				$ 539.60
OH&P			10%	$ 53.96
Self-Perform Change Order Total				$ 593.56

Rawley McCoy & Associates
ARCHITECTS AND INTERIOR DESIGNERS

311 E. Constitution St., Su
Victoria, Texas 77901
(361) 753 1642

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS



02/02/2026

To: Reid Schiffbauer
Lauger Construction

From: Billy Berger

Project: City of Port Lavaca – City Hall Master Plan – Phase 4

ASI#: 001

Date: February 2, 2026

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the work in accordance with these instructions indicates your acknowledgment that there will be no change in the contract sum or contract time. If changes in the contract sum or contract time are warranted, the general contractor shall submit a change order request for review and approval prior to commencement of the work unless otherwise noted below.

DRAWINGS

Revision Drawings:

1. Revised Architectural drawings A1.1 and A1.3 showing additional door added between OFFICE 103 and OFFICE 102. Door to receive HARDWARE SET 02 as indicated in Section 08 70 00 of the project specifications

ATTACHMENTS:

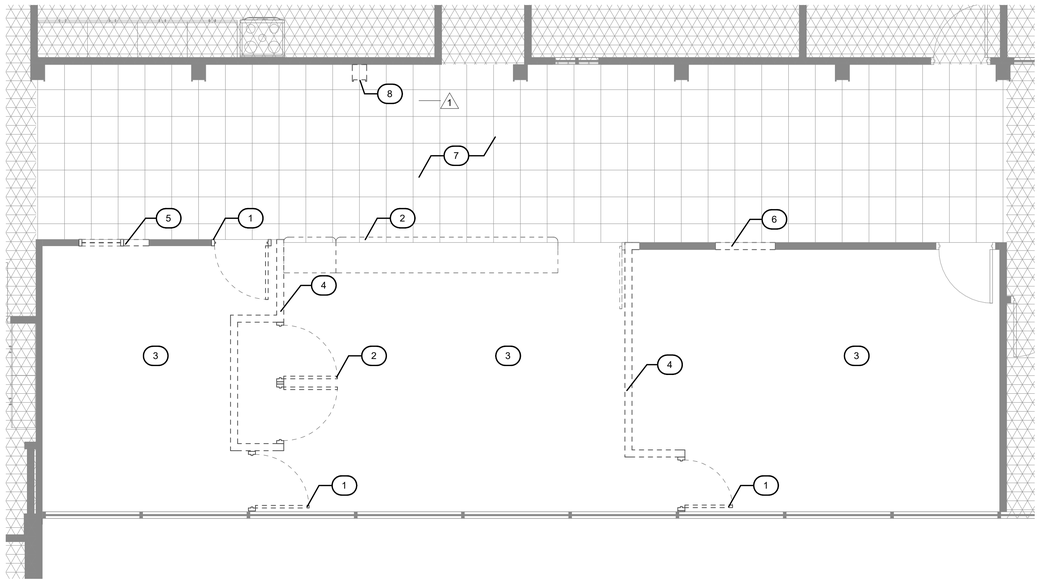
Drawings:

A1.1 – DEMO PLAN, FLOOR PLAN, AND WINDOW ELEVATIONS

A1.3 – DOOR SCHEDULE & DETAILS

END OF ASI NUMBER 001

Issued by:
Billy Berger AIA,



DEMOLITION LEGEND

- EXISTING WALLS TO REMAIN
- EXISTING DOORS TO REMAIN
- EXISTING TO BE REMOVED (REFER DEMOLITION PLANS)
- (1) DEMOLITION KEYNOTE

HATCH LEGEND

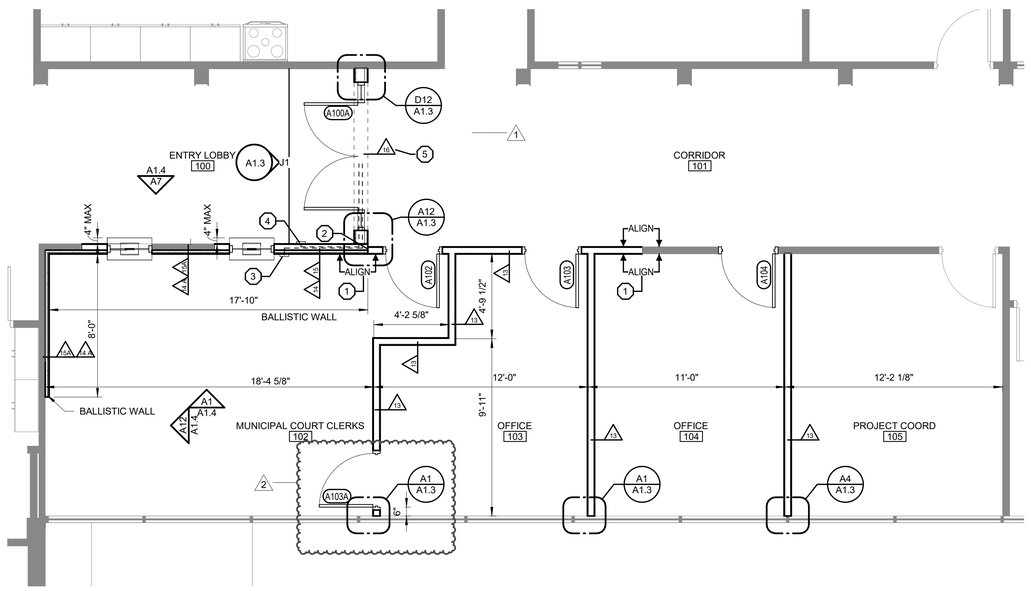
- AREA OF NO DEMOLITION

DEMOLITION KEYNOTES	
#	Description
1	REMOVE EXISTING DOOR, DOOR FRAME, AND HARDWARE. PATCH AND REPAIR REMAINING ADJACENT SURFACES AS REQUIRED FOR INSTALLATION OF NEW WALL INFILL.
2	REMOVE EXISTING MILLWORK, CABINETRY, COUNTER TOPS, HARDWARE, AND ASSOCIATED TRIM. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED FOR FOR INSTALLATION OF NEW WALL ASSEMBLY AND FINISHES.
3	REMOVE EXISTING FLOOR FINISH DOWN TO STRUCTURAL CONCRETE. PREP EXISTING CONCRETE FLOOR FOR FLOOR LEVELING COMPOUND AND INSTALLATION OF NEW FLOOR FINISH.
4	REMOVE EXISTING WALL IN IT'S ENTIRETY. REFER TO MEP FOR RELOCATION OF ELECTRICAL DEVICES FROM EXISTING WALL TO NEW WALL. PREP ADJACENT SURFACES FOR INSTALLATION OF NEW WALLS AND FINISHES.
5	REMOVE EXISTING TRANSACTION WINDOW AND PORTIONS OF EXISTING WALL. PREP ADJACENT SURFACES FOR INSTALLATION OF NEW BALLISTIC TRANSACTION WINDOW.
6	REMOVE PORTION OF EXISTING WALL. PATCH, REPAIR AND PREP ADJACENT SURFACES AS REQUIRED FOR INSTALLATION OF NEW DOOR AND HARDWARE.
7	EXISTING FLOOR TILE TO REMAIN. PROTECT AS REQUIRED DURING CONSTRUCTION.ANY DAMAGE TO EXISTING TILE WILL BE REPAIRED OR REPLACED AT GENERAL CONTRACTORS EXPENSE
8	REMOVE FINISHED WOOD COLUMN WRAP AND WOOD/METAL STUD FRAMING AROUND COLUMN. RETURN FINISHED WOOD PANELS TO OWNER. PATCH, REPAIR AND PREP ADJACENT SURFACES FOR INSTALLATION OF NEW COLUMN FURRING.

1

G1 DEMOLITION FLOOR PLAN

1/4" = 1'-0"



CONSTRUCTION LEGEND

- EXISTING WALLS TO REMAIN
- EXISTING DOORS TO REMAIN
- AREA OF NO ARCHITECTURAL WORK

PLAN KEYNOTES (#)

1.	ALIGN NEW WALL FINISH ON BOTH SIDES WITH EXISTING WALL FINISH.
2.	THE END OF THE BALLISTIC WALL ALIGNS WITH THE BACKSIDE OF THE NEW HEADER OVER THE NEW BALLISTIC STOREFRONT. THE NON-BALLISTIC WALL SHALL ALIGN WITH THE BALLISTIC WALL ON THE OFFICE SIDE AND ALIGN WITH THE BALISTIC HEADER ON THE CORRIDOR SIDE
3.	WALL MOUNTED PUSH BUTTON, BOX AND CONDUIT IN WALL.SET AT 36" A.F.F. ROUTE CONDUIT TO ABOVE NEW BALISTIC STOREFRONT DOOR HEADER FOR ACCESS CONTROL BY OWNER
4.	BOX AND CONDUIT IN WALL SET AT 48" A.F.F. FOR ACCESS CONTROL CARD READER. ROUTE CONDUIT TO ABOVE NEW BALISTIC STOREFRONT DOOR HEADER FOR ACCESS CONTROL BY OWNER
5.	WALL TYPE 16 ABOVE BALLISTIC STOREFRONT SYSTEM

A1 FLOOR PLAN

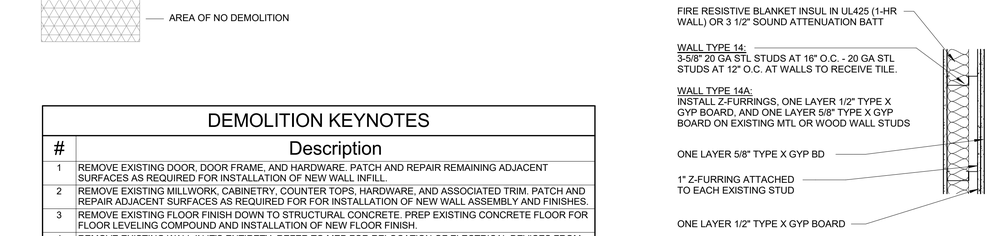
1/4" = 1'-0"



UL No U425 (1-HR) - AT LOADBEARING
UL No U465 (1-HR) - AT NON-LOADBEARING

WP1200 (STC 40 MIN, NON-LOADBEARING) W/O SOUND ATTENUATION BATT
WP1072 (STC 45 MIN, NON-LOADBEARING) W/ SOUND ATTENUATION BATT

INTERIOR WALL 13 13A 16



UL No U425 (1-HR) - AT LOADBEARING
UL No U465 (1-HR) - AT NON-LOADBEARING

WP1200 (STC 40 MIN, NON-LOADBEARING) W/O SOUND ATTENUATION BATT
WP1072 (STC 45 MIN, NON-LOADBEARING) W/ SOUND ATTENUATION BATT

INTERIOR WALL 14 14A



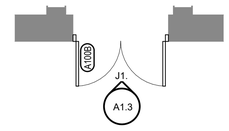
UL No U425 (1-HR) - AT LOADBEARING
UL No U465 (1-HR) - AT NON-LOADBEARING

WP1200 (STC 40 MIN, NON-LOADBEARING) W/O SOUND ATTENUATION BATT
WP1072 (STC 45 MIN, NON-LOADBEARING) W/ SOUND ATTENUATION BATT

INTERIOR WALL 15 15A

C13 WALL TYPES

1" = 1'-0"



NOTE:
INVESTIGATE EXISTING WALL CONSTRUCTION, AND REMOVE PORTIONS OF EXISTING WALL AND WOOD PANELING AND TRIM AS REQUIRED FOR INSTALLATION OF DOOR, ELECTRIFIED HARDWARE, AND DOOR ACCESS CONTROL CONDUIT AND BOXES. SELECTIVE DEMOLITION WILL BE REQUIRED. CONTRACTOR SHALL PATCH AND REPAIR ALL ADJACENT SURFACES AFTER ACCESS CONTROL INSTALLATION. NO SURFACE MOUNTED CONDUIT, BOXES, DEVICES ETC. WILL BE ALLOWED UNLESS APPROVED BY OWNER AND ARCHITECT

A13 ENLARGED DOOR PLAN

1/4" = 1'-0"

RMA ARCHITECTS & INTERIOR DESIGNERS
1908 N. Laurent St., Suite 540
Victoria, Texas 77901
www.rmaarch.com

WILLIAM BERGER
REGISTERED ARCHITECT
REGISTRATION NO. 19288
STATE OF TEXAS

Final Plans for Bidding and Construction



07/29/2025

PORT LAVACA CITY HALL MASTER PLAN
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS

PORT LAVACA, TX 77979

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DATE ISSUED:
7/29/2025

1	ADDENDUM #1	8/19/25
2	ASI #1	2/2/2026

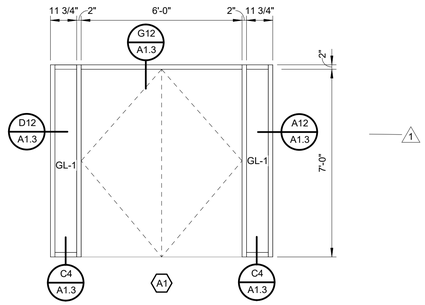
PROJECT NUMBER:
1089-0225

PLAN NORTH TRUE NORTH

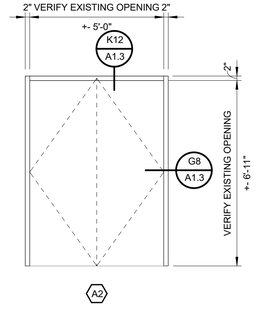
SHEET NAME
DEMO PLAN, FLOOR PLAN, AND WINDOW ELEVATIONS

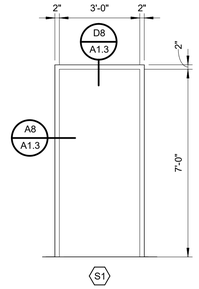
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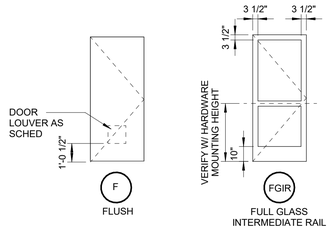


J1 ALUMINUM STOREFRONT FRAMING
3/8" = 1'-0"





J6 FRAME TYPES
3/8" = 1'-0"

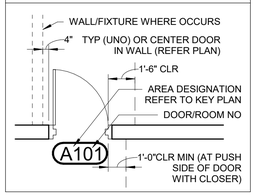


J8 DOOR TYPES
1/4" = 1'-0"

DOOR SCHEDULE

DOOR NUMBER	DOOR TYPE	FIRE RATING	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	DOOR SIZE THICKNESS	DOOR MATERIAL	DOOR GLAZING	FRAME TYPE	FRAME MATERIAL	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	REMARKS
A100A	FGIR		6'-0"	7'-0"	2"	ALUM	GL-1	A1	ALUM	G12/A1.3	A12 & D12/A1.3		ACCESS CONTROL
A100B	FGIR		5'-0"	6'-11"	2"	ALUM	GL-1	A2	ALUM	K12/A1.3	G8/A1.3		ACCESS CONTROL
A102	F	20 min	3'-0"	7'-0"	1 3/4"	WD	NA	S1	STL	D8/A1.3	A8/A1.3		LAMINATE CLAD
A103	F	20 min	3'-0"	7'-0"	1 3/4"	WD	NA	S1	STL	D8/A1.3	A8/A1.3		LAMINATE CLAD
A103A	F		3'-0"	7'-0"	1 3/4"	WD	NA	S1	STL	D8/A1.3	A8/A1.3		LAMINATE CLAD
A104	F	20 min	3'-0"	7'-0"	1 3/4"	WD	NA	S1	STL	D8/A1.3	A8/A1.3		LAMINATE CLAD
Grand total: 6													

DOOR MARK LEGEND



DOOR NOTES:

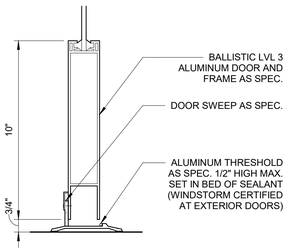
1. INTERIOR THRESHOLDS SHOULD NOT EXCEED 1/2" IN HEIGHT AND SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.
2. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS SHALL BE MOUNTED AT 3'-6" A.F.F. AND SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOESN'T REQUIRE TIGHT GRASPING OR PINCHING, OR SEVERE TWISTING TO OPERATE.
3. THE FORCE REQUIRED TO ACTIVATE DOOR HARDWARE AND OPEN DOORS SHOULD BE NO GREATER THAN 5 LBFT FOR INTERIOR DOORS.
4. DOORS TO HAZARDOUS AREAS SUCH AS LOADING PLATFORMS, BOILER ROOMS, MECHANICAL AND ELECTRICAL ROOMS AND OTHER AREAS THAT MIGHT BE DANGEROUS TO A BLIND PERSON SHALL BE MADE IDENTIFIABLE TO THE TOUCH BY A TEXTURED SURFACE ON THE DOOR HANDLE OR OTHER DOOR OPERATING HARDWARE.
5. THE SWEEP PERIOD ON ANY DOORS WITH CLOSERS SHOULD BE ADJUSTED SO THAT FROM ANY OPEN POSITION OF 70 DEGREES THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED FROM THE LEADING EDGE OF THE DOOR.
6. ADJUST CUT-OFF AT BOTTOM OF ANY EXTERIOR HOLLOW METEL DOORS WITH HANDICAP ACCESSIBLE THRESHOLDS TO INSURE THAT THERE IS NO GAP BETWEEN THE BOTTOM OF THE DOOR AND THE TOP OF THRESHOLD SEAT.
7. ALL DOORS SHALL MEET T.A.S. REQUIREMENTS FOR CLEARANCES, HARDWARE, ETC.

FRAME TYPE LEGEND

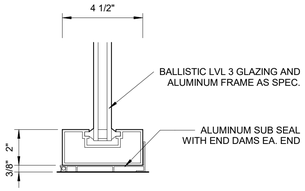
- A# ALUMINUM (STOREFRONT) FRAME TYPE
- S# STEEL (HM) FRAME TYPE

GLAZING LEGEND

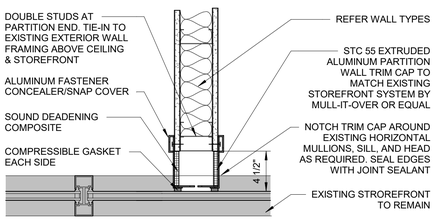
GL-1	CLEAR LEVEL 3 BULLET RESISTANT POLYCARBONATE



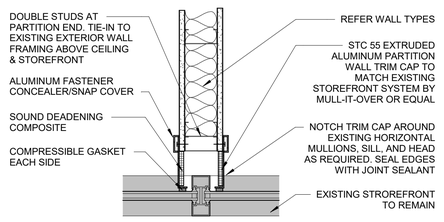
C1 ALUM DOOR THRESHOLD DETAIL
3" = 1'-0"



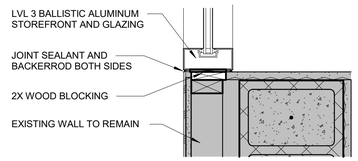
C4 ALUM SILL DETAIL
3" = 1'-0"



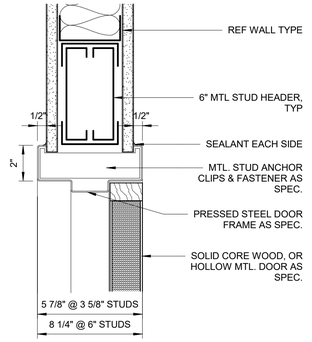
A1 PARTITION WALL TO GLAZING TRIM DETAIL
1 1/2" = 1'-0"



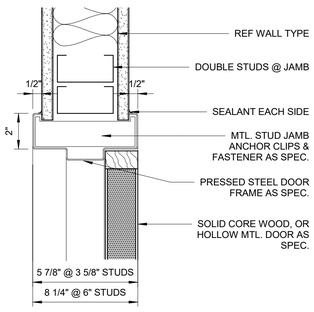
A4 PARTITION WALL TO GLAZING TRIM DETAIL
1 1/2" = 1'-0"



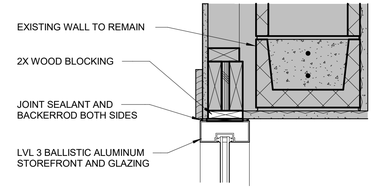
G8 BALLISTIC STOREFRONT JAMB DETAIL
1 1/2" = 1'-0"



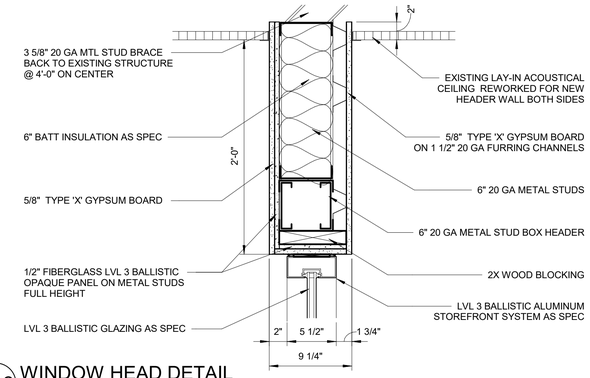
D8 PRESSED STEEL HEAD DETAIL
3" = 1'-0"



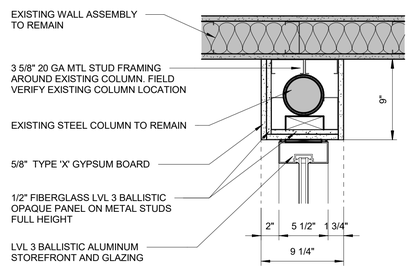
A8 PRESSED STEEL JAMB DETAIL
3" = 1'-0"



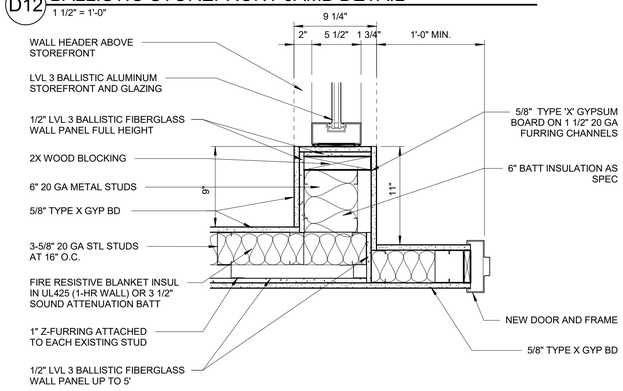
K12 BALLISTIC STOREFRONT HEAD DETAIL
1 1/2" = 1'-0"



G12 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



D12 BALLISTIC STOREFRONT JAMB DETAIL
1 1/2" = 1'-0"



A12 BALLISTIC STOREFRONT JAMB DETAIL
1 1/2" = 1'-0"

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Victoria, Texas 77901
www.rmaarch.com

WILLIAM BERGER
REGISTERED ARCHITECT
REGISTRATION NO. 19288
STATE OF TEXAS

Final Plans for Bidding and Construction

REGISTERED ARCHITECT WILLIAM BERGER 19288 STATE OF TEXAS

07/29/2025

PORT LAVACA CITY HALL MASTER PLAN
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS
PORT LAVACA, TX 77979

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DATE ISSUED:
7/29/2025

1	ADDENDUM #1	8/19/25
2	ASI #1	2/2/2026

PROJECT NUMBER:
1089-0225

PLAN NORTH | TRUE NORTH

SHEET NAME
DOOR SCHEDULE & DETAILS

SHEET NUMBER
A1.3

2/2/2026 2:15:40 PM
C:\Revit Local Files\COPL-City Hall-Master Plan-Phase 4-A22_brian@rmaarch.com.rvt

COMMUNICATION

SUBJECT: Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow

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INFORMATION:

CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: January 21, 2026
Subject: Agenda Item

The Port Lavaca Police Department submits an annual racial profiling report to the City of Port Lavaca City Council. The Port Lavaca Police Department is required by statute to submit an annual report to Council and TCOLE.

Chief Colin Rangnow
Port Lavaca Police Department

Racial Profiling Report | Full

Agency Name: PORT LAVACA POLICE DEPT.
Reporting Date: 01/14/2026
TCOLE Agency Number: 057202

Chief Administrator: COLIN RANGNOW

Agency Contact Information:
Phone: (361) 552-3788
Email: crangnow@portlavaca.org

Mailing Address:
201 N COLORADO ST, PORT LAVACA, TX, 779793403

This Agency filed a full report

PORT LAVACA POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the PORT LAVACA POLICE DEPT. from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the PORT LAVACA POLICE DEPT. if the individual believes that a peace officer employed by the PORT LAVACA POLICE DEPT. has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the PORT LAVACA POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the PORT LAVACA POLICE DEPT. policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PORT LAVACA POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: jaramillo avila
Detective

Date: 01/14/2026

Total stops: 5004

Street address or approximate location of the stop	
City street	4251
US highway	31
County road	10
State highway	706
Private property or other	6
Was race or ethnicity known prior to stop?	
Yes	20
No	4984
Race / Ethnicity	
Alaska Native / American Indian	6
Asian / Pacific Islander	66
Black	148
White	3707
Hispanic / Latino	1077
Gender	
Female	**1615**
Alaska Native / American Indian	3
Asian / Pacific Islander	22
Black	34
White	1214
Hispanic / Latino	342
Male	**3389**
Alaska Native / American Indian	3
Asian / Pacific Islander	44
Black	114
White	2493
Hispanic / Latino	735
Reason for stop?	
Violation of law	**373**
Alaska Native / American Indian	0
Asian / Pacific Islander	14
Black	13
White	152

Hispanic / Latino	194
Preexisting knowledge	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Moving traffic violation	**3332**
Alaska Native / American Indian	4
Asian / Pacific Islander	49
Black	86
White	2497
Hispanic / Latino	696
Vehicle traffic violation	**1297**
Alaska Native / American Indian	2
Asian / Pacific Islander	3
Black	49
White	1056
Hispanic / Latino	187

Was a search conducted?

Yes	**56**
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	1
White	39
Hispanic / Latino	13
No	**4948**
Alaska Native / American Indian	6
Asian / Pacific Islander	63
Black	147
White	3668
Hispanic / Latino	1064

Reason for Search?

Consent	**11**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	8

Hispanic / Latino	3
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**23**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	21
Hispanic / Latino	2
Inventory	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2
Incident to arrest	**18**
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	1
White	8
Hispanic / Latino	6

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**23**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	19	Yes 3	No 16
Hispanic / Latino	4	Yes 1	No 3
No	**33**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	3		
Black	1		
White	20		
Hispanic / Latino	9		

Description of contraband	
Drugs	**16**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	14
Hispanic / Latino	2
Weapons	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**11**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	2
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1

Result of the stop	
Verbal warning	**0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	**4348**
Alaska Native / American Indian	6
Asian / Pacific Islander	57
Black	137
White	3218
Hispanic / Latino	930
Citation	**615**
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	9
White	463
Hispanic / Latino	136
Written warning and arrest	**23**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	16
Hispanic / Latino	5
Citation and arrest	**18**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	10
Hispanic / Latino	6
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on	
Violation of Penal Code	**8**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	6
Hispanic / Latino	1
Violation of Traffic Law	**16**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	12
Hispanic / Latino	3
Violation of City Ordinance	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Outstanding Warrant	**15**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	8
Hispanic / Latino	5

Was physical force resulting in bodily injury used during stop?

Yes	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**5003**
Alaska Native / American Indian	6
Asian / Pacific Islander	66
Black	148
White	3707
Hispanic / Latino	1076

Number of complaints of racial profiling

Total	**0**
Resulted in disciplinary action	**0**
Did not result in disciplinary action	**0**

Comparative Analysis

- **Use TCOLE's auto generated analysis** ☐
- **Use Department's submitted analysis** ☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

COMMUNICATION

SUBJECT: Consider approval of Matagorda Bay Mitigation Trust (MBMT) Contract No. 105 for the City of Port Lavaca Mid-Coast Birding Festival and Education Outreach Boat Tours as part of the 2nd Annual City of Port Lavaca Midcoast Texas Bird Festival. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 9, 2026

DATE: 01.29.2026

TO: JODY WEAVER, INTERIM CITY MANAGER

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONSIDER APPROVAL OF THE MATAGORDA BAY MITIGATION TRUST CONTRACT # 105 FOR THE CITY OF PORT LAVACA MID-COAST BIRDING FESTIVAL AND EDUCATION OUTREACH BOAT TOURS AS PART OF THE 2ND ANNUAL CITY OF PORT LAVACA MIDCOAST TEXAS BIRD FESTIVAL

Background:

On January 6, 2026, the City received notice from MBMT that our submitted proposal titled "The RN Archimedes Research Vessel floating classroom Tours of Chester Island during the 2nd Annual City of Port Lavaca Mid-Coast Birding Festival" was approved.

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

Task 1: Educational Boat Tours – Mid-Coast Birding Festival (Port Lavaca)
As part of the Annual City of Port Lavaca Mid-Coast Birding Festival, educational boat tours will showcase the waterways and birdlife of Calhoun County.

- Friday, April 10: Six educational boat tours will be offered, with three distinct tour routes. Each tour will run once in the morning and once in the evening.
- Saturday, April 11: The same three tours will be offered in the morning. The photography tour will travel through Hog Bayou or the Guadalupe River via Highway 35.
- Sunday, April 12: The three tours from Friday morning will be repeated.

Task 2: R/V Archimedes Floating Classroom Tours of Chester Island
During the 151st Annual City of Port Lavaca Mid-Coast Birding Festival (April 9–12, 2026), the R/V *Archimedes* Research Vessel will provide floating classroom tours to Chester Island, a nationally significant bird rookery near Port O'Connor.
Several hundred birding enthusiasts are expected to attend the festival. Chester Island, formerly Sundown Island, played a critical role in the restoration of the Brown Pelican, which faced near extinction in the 1960s. Created from dredge material in 1962, the island is now home to over 22,000 birds representing 22 species, including more than 2,000 Brown Pelicans—approximately 120 participants, including festival attendees, local students, and community leaders.
This is the same contract language that has been used for our previous contracts with MBMT. The Contract period is from February 1st, 2026, until July 31st, 2026.

Financial Implication:
The total project cost is $20,050.00, with $3,800.00 allocated for registration fees. The grant reimbursement is $16,250.00

Recommendation:
Review and approve Contract #105 with Matagorda Bay Mitigation Trust Fund.

MATAGORDA BAY MITIGATION TRUST

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 105: City of Port Lavaca Mid-Coast Birding Festival Boat Tours

This Contract is entered into by the Matagorda Bay Mitigation Trust (herein referred to as "the Trust") and the following named Recipient:

THE TRUST:	**RECIPIENT:**
Matagorda Bay Mitigation Trust	City of Port Lavaca
P. O. Box 1269	202 N. Virginia Street
Poth, Texas 78147-1269	Port Lavaca, TX 77979
Email: Trustee@mbmtrust.com	**EMAIL:** jweaver@portlavaca.org
Contact Person: Steven J. Raabe, Trustee	**Contact Person:** JoAnna P. Weaver, P.E.

The Recipient ("Recipient") agrees to provide Mitigation Project Work and Services ("Mitigation Project") in compliance with this contract ("Contract") and all applicable federal and state laws, regulations, and rules. In accordance with the General Terms & Conditions, it is understood and agreed by both parties hereto that the Trust's obligations under this Contract are contingent upon Recipient's compliance with this Contract and federal and state law regulations and rules. This Contract, which constitutes promised performances by the Recipient, consists of the following documents:

Contract (Cover Sheet/Signature Page)
General Terms and Conditions
Statement of Mitigation Project (Attachment A)
Budget (Attachment B)
Invoice Format (Attachment C)

The Recipient hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. The Recipient agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Trust is true and correct in all respects to the best of its knowledge and belief.

CONTRACT PERIOD: **FROM:** February 1, 2026 **UNTIL:** July 31, 2026

FUNDING: This Contract may not exceed $16,250.00 ("funds").

APPROVED:

MATAGORDA BAY MITIGATION TRUST	**CITY OF PORT LAVACA**
BY:_____	**BY:**_____
NAME: Steven J. Raabe	**NAME: Jack Whitlow**
TITLE: Trustee	**TITLE: Mayor**
DATE: _____	**DATE:** _____

GENERAL TERMS AND CONDITIONS

I. PARTIES

A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as "Trustee" or "Trust" as applicable and "Recipient," have made and entered into this Contract herein referred to as "Contract."

B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment "A" comprising the Mitigation Project ("Mitigation Project") the Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.

C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

This Contract sets forth the terms and conditions upon which the Trust agrees to provide funds ("funds") to the Recipient to perform the Mitigation Project.

III. INDEPENDENT CONTRACTOR

A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.

B. To the extent allowed by Texas law, the Recipient agrees to indemnify the Trustee and Trust against all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.

C. Employees of Recipient are not employees of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.

2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.

3. Funds will be disbursed to Recipient as follows:

   a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:

      i. Details regarding the specific work and services to be performed;
      ii. A schedule of estimated time to perform each stage of the Mitigation Project;
      iii. A budget to perform the Mitigation Project as shown in Attachment B; and
      iv. Such other information requested by Trustee.

   b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.

   c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.

   d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports

maintained internally by Recipient, such reports to \include inf regarding the resolution of issues that affected the Mitigation Project and reports submitted to Recipient's governing body reflecting the completion of the Mitigation Project and such other information requested by Trustee.

e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.

4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee's determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms Contract. Trustee's determination to withhold funds due to Recipient's failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.

7. Following Trustee's approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.

8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

A. Recipient shall maintain all books, records, documents, papers, and other evidence related to Mitigation Project implementation, including financial records, reports maintained internally by Recipient and reports submitted to Recipient's governing body, and Mitigation Project performance information, in accordance with generally accepted business and accounting practices, consistently applied. Recipient shall also maintain the financial data used in the preparation of support for any cost (direct and indirect) information or analysis for the Contract or for any negotiated subcontract. Recipient shall also maintain a copy of any negotiated

subcontract. Recipient shall also maintain a copy of any cost inform analysis submitted to Trustee. Recipient agrees to the disclosure and access of Trustee, or any authorized representative of Trustee to all such books, records, documents, papers, and other evidence for the purposes of review, inspection, audit, excerpts, transcriptions and copying during normal business hours.

B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.

D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

Recipient shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Recipient shall allow Trustee's review of the adequacy of the financial management system. Failure to maintain the financial accounting requirements shall constitute an event of potential default more fully described in Section XIV hereinafter. The accounting requirements shall include:

A. Provide for the identification of costs in accordance with the approved project budget (Attachment B) and segregation of Mitigation Project costs between the budget categories;

B. Maintain records which adequately identify the source and application provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;

D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;

E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;

F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and

G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

A. Recipient may subcontract any portion of the Mitigation Project for purposes of this Contract.

B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under appliable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.

C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.

D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

shall be provided a copy of this Contract prior to initiating any portion Project.

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

All public reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Contract shall acknowledge the Matagorda Bay Mitigation Trust as the funding source. Public reports or other publications, news releases, and other publicity issued by Recipient about the Mitigation Project shall be provided to Trustee.

IX. RIGHTS IN DATA AND OTHER MATERIALS

A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.

B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.

C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request.

D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust's such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.

E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

A. **TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

B. **TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT**.

XI. CONFLICT OF INTEREST

A. Recipient shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest between Recipient and its employees or any

subcontractor with respect to this Contract. Further, such internal pol include a prohibition that funds received by Recipient from the Trust shall not be used to pay, reimburse or otherwise give in any manner or for any purpose to the Plaintiffs and Defendants in Cause No. 6-17-CV-00047, In San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson vs. Formosa Plastics Corp., Texas, and Formosa Plastics, Corp., U.S.A., in the United States District Court for the Southern District of Texas, Victoria Division.

B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient's employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.

C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exits, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.

D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.

E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.

XIII. ENTIRE AGREEMENT

This Contract constitutes the entire and full agreement between the Recipient and the Trust, and all previous oral or written agreements relating to the subject matter of this Contract between the Trust and Recipient have been superseded, reduced to written form, and are incorporated herein.

Recipient and Trust expressly agree and understand that all future, oral agr representations or modifications shall not have any legal binding effect unless and until reduced to writing and executed by both Recipient and Trustee, except for amendments by operation of law as provided in Section XVII in this Contract.

XIV. DEFAULT AND REMEDIES

A. Recipient shall be considered in default under this Contract if any one or more of the following events occur, provided that Recipient has received written notice of such potential default from Trustee and has failed to cure the potential default within thirty days from the date of said notice. If Recipient has begun a good faith effort to cure the potential default within the thirty-day period, Recipient may be allowed additional time, if deemed reasonable by Trustee in his sole discretion, as needed to cure the potential default.

B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:

1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.

2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.

3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.

4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.

5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.

6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.

7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.

8. If Recipient fails to maintain the records management requirements under this Contract.

9. If Recipient fails to maintain the financial accounting requirements u Contract.

10. If Recipient fails to maintain the insurance requirements under this Contract.

11. If Recipient fails to comply with any term or provision contained in this Contract.

C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney's fees and expenses incurred in enforcing any such legal remedies.

D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

Funds distributed or allocated to Recipient under this Contract, or any modification thereto, shall not be used to support other programs operated by the Recipient under a different contract. Nor can such funds be carried over to a new contract or amended contract without the written permission of the Trustee.

XVI. LIMITATION ON LIABILITY

The Recipient understands and agrees that the Trust shall not be liable for expenditures made in violation of terms of this Contract, any laws, regulations, rules, or policies, or any other laws or regulations applicable to the Mitigation Project performed under this Contract. The Recipient also agrees that the Trust shall not be liable for any cost incurred by Recipient which exceeds the funding amount provided hereinabove. The Recipient shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a subcontractor of the Recipient.

XVII. AMENDMENTS BY OPERATION OF LAW

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal law, State law, by regulations, are automatically incorporated into this Contract as if set forth fully, without written amendment hereto, and shall become effective on the effective date designated by such law, regulation, or policy.

XVIII. COMPLIANCE WITH LAW.

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its' subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

XIX. PATENT INDEMNITY

To the extent allowed by Texas law, the Recipient shall indemnify the Trustee, the Trust and its consultants, agents, attorneys, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. §181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Trust of such supplies or construction work.

XX. DISCLOSURE OF INTEREST

Recipient represents and warrants that the Trustee, the Trust or its' consultants, agents or attorneys have no ownership in Recipient or Recipient's subcontractors. Further, Recipient shall ensure subcontractor's compliance with Section XX.

XXI. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Contract for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose, so long as the invalidated matter does not substantially deprive a party of the benefit of this Contract.

XXII. INSURANCE

Recipient shall maintain during the term of this Contract and shall provide Trustee with proof of the following:

1. General liability insurance which includes bodily injury, property damage, personal and advertising injury, and products and completed operations is required by the Recipient and those working on their behalf. The required minimum coverage limit shall be $1,000,000 per occurrence with $2,000,000

aggregate. General Liability must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.

2. Automobile liability for all Owned, Hired and Non-Owned vehicles of the Recipient and those working on their behalf in conducting its performance under this Contract is required. Such automobile insurance must provide at a minimum $1,000,000 Combined Single Limit. A reasonable deductible is allowable. The Automobile policy must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.

3. Recipient shall secure Errors and Omissions insurance coverage in the amount of $2,000,000.

4. Workers Compensation Insurance providing Statutory Limits and Employers Liability Insurance with limits of $1,000,000 Each Accident; $1,000,000 by Disease – Each Employee; and $1,000,000 by Disease – Policy Limit or similar insurance acceptable by The Trust shall be required for all of the Recipient's employees and any other entity working for or participating on behalf of the Recipient. All Worker's Compensation insurance or similar insurance provided by the Recipient or any other entity working for or participating on behalf of the Recipient must include a Wavier of Our Right to Recover from Others in favor of The Trust.

5. The Trust shall not be responsible for the payment of premiums or assessments on such policies.

6. Certificates of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.

7. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the Trust and Recipient and their respective successors and permitted assigns. This Contract may not be assigned by Recipient without the prior written consent of the Trustee.

XXIV. NOTICES/COMMUNICATIONS

All notices, communications, and requests given to or made upon the Trust and Recipient hereto shall, except as otherwise specified herein, be in writing and shall be delivered or mailed to such party at the notice addresses specified on the Contract Cover/Signature Page. The Trust and Recipient may change their notice addresses but shall provide immediate notice to the other and shall provide such notice in writing to the other party.

XXV. DISPUTES

In the event a Recipient has a dispute with the Trust or in the event any Recipient seeks to file a claim or lawsuit, the Recipient's sole recourse shall be by informal dispute resolution between the Recipient and the Trust and if such informal dispute resolution is not resolved, then the Recipient may seek the alternative dispute resolution as provided herein. The alternative dispute resolution process shall consist of a Mediated Settlement Conference in Calhoun County, to be conducted with the Recipient and the Trust and their legal counsel. The mediator shall be selected by agreement of the Recipient and the Trustee. Should the parties fail to agree on a mediator, an attorney mediator shall be selected by the Administrative Judge of the Calhoun County District Courts. The decision made by a Mediator shall be binding on the Recipient and the Trust, and there shall be no further appeal but the decision shall be enforced, if necessary, by the District Court of Calhoun County. The Recipient agrees to submit to such binding alternative dispute resolution as provided herein. Further, Recipient's sole remedy under the informal dispute resolution and under the binding alternative dispute resolution shall be limited to all, none or part of the remaining balance, if any, of Funds allocated to it under the terms of this Contract with the Trust; however, the Trust may recoup any Funds distributed to the Recipient through the same alternative dispute resolution procedure described herein. Any remedy under the mediation shall be sole province of the Mediator unless the Recipient and Trustee agree otherwise. In no event shall a Recipient be entitled to any other remedy; including, but not limited to, actual damages, compensatory damages, punitive damages, exemplary damages, interest, costs of court, actual expenses and attorneys' fees. These procedures shall be binding on Recipients notwithstanding any conflict with any law or regulation.

XXVI. PERIOD OF CONTRACT

This Contract will remain in effect until the completion of the five-year record retention period after the Trustee provides written approval of the Final Report, unless extended, modified, or terminated by written agreement of the Parties or terminated as provided herein. This provision shall survive termination of this Contract.

END OF TERMS AND CONDITIONS

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT

City of Port Lavaca ("Recipient")
202 N. Virginia Street
Port Lavaca, TX 77979

City of Port Lavaca Mid-Coast Birding Festival Boat Tours

Task 1 - Education outreach boat tours about the waterways and birds in Calhoun County, as part of the Annual City of Port Lavaca Mid-Coast Birding Festival

- Friday, April 10 - Six (6) educational tours will be scattered across the waterways of Calhoun County. There are three different tours. Each will run Friday morning and again Friday evening.
- One tour will depart from Charlie's Dock and travel southwest down the Intercoastal Waterway (ICW) towards San Antonio Bay, then north towards Seadrift and then south towards South Pass, then Steamboat Pass and return to the dock.
- A second tour will depart from the Lighthouse Beach Dock. It will head south and view birds as it goes past the bird sanctuary at Lighthouse Beach. It will continue south towards Chocolate Bay. It will go west to Snake Island (the island south of the port). It will go north and cross under the causeway. The tour will look for birds at the new restoration marsh just north of the causeway. The tour will have a restroom break at the dock in Point Comfort. The tours will go towards the mouth of the Lavaca River, the Banal, then Placedo Creek. The tour will then return to the Lighthouse Beach dock by following the west shoreline of Lavaca Bay.
- The third tour will emphasize photography of birds and wildlife on Big Chocolate Bayou. It will use the newly revised boat ramp at the South end of Austin Street. Cissy Beasly is a photograph instructor and has organized several wildlife photography seminars. She will be guiding this tour that will go up Chocolate Bayou.
- Saturday, April 11 - The same three tours will be repeated on Saturday morning. The photography tour will use Hog Bayou or the Guadalupe River via Highway 35.
- Sunday, April 12 - Will be a repeat of the three tours of Friday morning.

Task 2 - The R/V Archimedes Research Vessel floating classroom Tours of Chester Island during the 151 Annual City of Port Lavaca Mid-Coast Birding Festival

Several hundred bird enthusiasts are expected to travel to Port Lavaca to attend the 2nd annual Mid-Coast Birding Festival on April 9 - 12, 2026. Chester Island is a bird rookery off the coast of Port O'Connor that played a significant role in the restoration of the Brown Pelican species, who neared extinction in the 1960s. This proposal aims to again bring in a large boat, designed for educational tours, to transport birders and local students to/from the island so they can experience its historical significance, the 22 species of birds and over 22,000 birds who

inhabit the island.

• This activity will provide education about the historical significance of Chester Island and the brown pelican species. 120 participants from the birding festival, local students, and community leaders will get to participate in this unique experience.

• The education time will be a two-part discussion.

The first part will cover the basics of birding. This will include tips on bird identification and practical hand-on experience of using binoculars. The second part will cover the importance of rookery islands and their fragility, but also how a small group of people, particularly one man named Chester Smith, brought back brown pelicans to Calhoun County. The island is less than a mile inside the big jetties and was made from dredging spoil when the ship channel was formed in 1962. Originally named Sundown Island, it is only a few acres, but now it is the home and breeding ground to over 2,000 brown pelicans. 22 other species also share the island. The total count of birds is over 22,000! Sundown Island was renamed Chester Island in honor of Chester Smith. His daughter, Peggy Wilkerson will be participating in this activity.

• After the educational time, then the 120 participants (only 20 per tour at one time) will board the "RV Archimedes" *(aka The Floating Classroom).* It is a two-deck teaching vessel. The R/V, Archimedes" will transport groups of twenty to Chester Island to experience the brown pelicans and the other bird species who inhabit it. Two professional birding guides will help participants identify the various birds.

• We feel this is an excellent opportunity to educate the young and old alike about the importance of the interdependence of man, wildlife and water, including the estuaries of Calhoun County and waterways around the world. Besides exposure to the awe and wonder of nature, we want to give a positive example of the interactions people can have on our local bay systems and nature in general.

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT B
BUDGET

City of Port Lavaca ("Recipient")
202 N. Virginia Street
Port Lavaca, TX 77979

Contract Budget

Ship Time -	$ 9,150.00*
Travel & Mileage -	3,950.00
Supplies & Materials -	300.00
Contractual (Guides) -	2,850.00
Total Contract Budget -	$16,250.00

* $12,950.00 Gross Ship time minus $3,800.00 in-kind contribution by City of Port Lavaca.

RECIPIENT WILL SUBMIT INVOICES TO TRUST (mark appropriate option):

___X_____ Monthly

OR

_____ Quarterly

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT C
INVOICING INSTRUCTIONS

Below are the instructions on how to complete and submit your invoice. All invoices must be submitted electronically. You do not need to submit a hard copy unless specifically requested to do so. Invoices that don't balance or that lack proper supporting documentation will be delayed, so please ensure that your invoice is in order prior to submission.

The Recipient's Contract includes the budget and invoice form (Attachment C). The Contract's budget is tracked in two ways: Budget by Contract Category and Budget by Task.

Each invoice submitted for payment must track the project costs in compliance with the Recipient's Contract as outlined in Attachment C.

Each field at the top and bottom of the Invoice form must be completed and the invoice must be signed and dated by the person authorize to certify that the invoice is true, correct and complete and in accordance with the Contract.

Each invoice should have the amounts being billed for the current billing period ("This Invoice" columns) and the accumulated amount billed for this Contract to-date, including the current billing period ("Contract To-Date" columns). Please take special note that the two budgets – Budget by Contract Category and Budget by Task – must always equal.

Supporting documentation must be attached to the invoice for each line item being billed in the sequence such items appear in the Budget by Contract Category section. Each supporting document must be clearly labeled *and in the proper budget sequence* in order allow our audit of the invoice and its approval for payment. Failure to properly label or sequence the supporting documentation will cause a rejection of the invoice, so this is very important.

All invoices are to be submitted electronically (email) to: Trustee@mbmTrust.com.

If a Recipient has any questions whatsoever about invoicing procedures please feel free to contact the Trust office at 361-200-1456 or write to Administrator@mbmTrust.com.

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust
Date of Invoice:

Recipient Name: City of Port Lavaca

Contract #: 105

Contract Amount: $ 16,250.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: $

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY					BUDGET BY TASK			
Category	**This Invoice**	**Contract To-Date**	**Total Budget**		**Task**	**This Invoice**	**Contract To-Date**	**Total Budget**
Ship Time			$9,150.00		Task 1 – Waterways & Birds			$6,850.00
Travel & Mileage			3,950.00		Task 2 – Chester Island			$9,400.00
Supplies & Materials			300.00					
Contractual (Guides)			2,850.00					
Total			**$16,250.00**					
***Please see invoicing instructions**					**Total**			**$16,250.00**

Remittance Address: City of Port Lavaca, 202 N. Virginia Street, Port Lavaca, TX 77979
Name of Payment Contact Person and contact information: JoAnna P. Weaver, P.E., Interim City Manager

Certification: I certify that the amounts being invoiced are true, correct, and complete in every material respect.

_____
Signature and Title of Authorized Representative

_____
Date Signed

_____
Print Name and Title of Authorized Representative

For Office Use Only

COMMUNICATION

SUBJECT: Consider approval of Matagorda Bay Mitigation Trust (MBMT) Contract No. 107 for the Clement Cove Wetlands Public Access Shared Use Path. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.09.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF THE MATAGORDA BAY MITIGATION TRUST CONTRACT 107: Clement Cove Wetlands Public Access Shared Use Path**

Background:

On January 6, I received notice from the MBMT that our submitted proposal entitled "Clement Cove Wetlands Public Access Shared Use Path" was approved.

Attached is the contract providing for $549,800 of grant Funds for the project which is summarized as follows:

> This project will construct an ADA-compliant 10-ft-wide solar-lighted pedestrian/bike trail along and within natural wetlands on "Clement Cove" property owned by the City of Port Lavaca, connecting the existing trail system at Bayfront Park to the Municipal (City) Harbor. The project includes approximately 1,100 linear feet of poured-in-place concrete walk, 635 linear feet of elevated timber boardwalk with SureStep™ environmentally friendly polypropylene decking, which allows light penetration, educational signage, and a shaded bench.

This is the same contract language that has been used for our three previous contracts with MBMT. The ending date is contractually set at December 31, 2027, which should provide adequate time to acquire the COE permit and construct.

Financial Implication:

The total project budget is $768,450. The grant will reimburse up to $549,800, so our match is $218,650

Recommendation:

Approve Contract 107 with the Matagorda Bay Mitigation Trust Fund.

Attached:

- Award letter from MBMT
- Contact 107 for signature

MATAGORDA BAY MITIGATION TRUST

Steven J. Raabe, P.E., Trustee
P.O. Box 1269
Poth, Texas 78147-1269
Trustee@mbmTrust.com

January 6, 2026

JoAnna P. Weaver, P.E., Interim City Manager
City of Port Lavaca
202 N. Virginia St.
Port Lavaca, TX 77979
Email: jweaver@portlavaca.org, jwhitlow@portlavaca.org

Re: Clement Cove Wetlands Public Access Shared Use Path

Dear Ms. Weaver,

The Matagorda Bay Mitigation Trust (Trust) is pleased to inform you that your proposal titled “Clement Cove Wetlands Public Access Shared Use Path” in the amount of $549,800.00 has been selected for award.

I look forward to working with you and your organization on this exciting project.

This award is contingent on executing a contract between your organization and the Trust. I will be reaching out to you in the near future to finalize your contract.

Please let me know if you have any questions.

Sincerely,

Steven J. Raabe, P.E.
Trustee, Matagorda Bay Mitigation Trust

MATAGORDA BAY MITIGATION TRUST

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 107: Clement Cove Wetlands Public Access Shared Use Path

This Contract is entered into by the Matagorda Bay Mitigation Trust (herein referred to as "the Trust") and the following named Recipient:

THE TRUST:	**RECIPIENT:**
Matagorda Bay Mitigation Trust	City of Port Lavaca
P. O. Box 1269	202 N. Virginia Street
Poth, Texas 78147-1269	Port Lavaca, TX 77979
Email: Trustee@mbmtrust.com	**EMAIL:** jweaver@portlavaca.org
Contact Person: Steven J. Raabe, Trustee	**Contact Person:** JoAnna P. Weaver, P.E.

The Recipient ("Recipient") agrees to provide Mitigation Project Work and Services ("Mitigation Project") in compliance with this contract ("Contract") and all applicable federal and state laws, regulations, and rules. In accordance with the General Terms & Conditions, it is understood and agreed by both parties hereto that the Trust's obligations under this Contract are contingent upon Recipient's compliance with this Contract and federal and state law regulations and rules. This Contract, which constitutes promised performances by the Recipient, consists of the following documents:

Contract (Cover Sheet/Signature Page)
General Terms and Conditions
Statement of Mitigation Project (Attachment A)
Budget (Attachment B)
Invoice Format (Attachment C)

The Recipient hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. The Recipient agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Trust is true and correct in all respects to the best of its knowledge and belief.

CONTRACT PERIOD: **FROM:** February 1, 2026 **UNTIL:** December 31, 2027

FUNDING: This Contract may not exceed $549,800.00 ("funds").

APPROVED:

MATAGORDA BAY MITIGATION TRUST	**CITY OF PORT LAVACA**
BY: _____	**BY:** _____
NAME: Steven J. Raabe	**NAME: Jack Whitlow**
TITLE: Trustee	**TITLE: Mayor**
DATE: January 28, 2026	**DATE:** _____

GENERAL TERMS AND CONDITIONS

I. PARTIES

A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as "Trustee" or "Trust" as applicable and "Recipient," have made and entered into this Contract herein referred to as "Contract."

B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment "A" comprising the Mitigation Project ("Mitigation Project") the Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.

C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

This Contract sets forth the terms and conditions upon which the Trust agrees to provide funds ("funds") to the Recipient to perform the Mitigation Project.

III. INDEPENDENT CONTRACTOR

A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.

B. To the extent allowed by Texas law, the Recipient agrees to indemnify the Trustee and Trust against all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.

C. Employees of Recipient are not employees of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.

2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.

3. Funds will be disbursed to Recipient as follows:

   a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:

      i. Details regarding the specific work and services to be performed;
      ii. A schedule of estimated time to perform each stage of the Mitigation Project;
      iii. A budget to perform the Mitigation Project as shown in Attachment B; and
      iv. Such other information requested by Trustee.

   b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.

   c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.

   d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports

maintained internally by Recipient, such reports to \include inf regarding the resolution of issues that affected the Mitigation Project and reports submitted to Recipient's governing body reflecting the completion of the Mitigation Project and such other information requested by Trustee.

e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.

4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee's determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms Contract. Trustee's determination to withhold funds due to Recipient's failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.

7. Following Trustee's approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.

8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

A. Recipient shall maintain all books, records, documents, papers, and other evidence related to Mitigation Project implementation, including financial records, reports maintained internally by Recipient and reports submitted to Recipient's governing body, and Mitigation Project performance information, in accordance with generally accepted business and accounting practices, consistently applied. Recipient shall also maintain the financial data used in the preparation of support for any cost (direct and indirect) information or analysis for the Contract or for any negotiated subcontract. Recipient shall also maintain a copy of any negotiated

subcontract. Recipient shall also maintain a copy of any cost inform analysis submitted to Trustee. Recipient agrees to the disclosure and access of Trustee, or any authorized representative of Trustee to all such books, records, documents, papers, and other evidence for the purposes of review, inspection, audit, excerpts, transcriptions and copying during normal business hours.

B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.

D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

Recipient shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Recipient shall allow Trustee's review of the adequacy of the financial management system. Failure to maintain the financial accounting requirements shall constitute an event of potential default more fully described in Section XIV hereinafter. The accounting requirements shall include:

A. Provide for the identification of costs in accordance with the approved project budget (Attachment B) and segregation of Mitigation Project costs between the budget categories;

B. Maintain records which adequately identify the source and application of funds provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;

D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;

E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;

F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and

G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

A. Recipient may subcontract any portion of the Mitigation Project for purposes of this Contract.

B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under appliable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.

C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.

D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

shall be provided a copy of this Contract prior to initiating any portion of the Project.

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

All public reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Contract shall acknowledge the Matagorda Bay Mitigation Trust as the funding source. Public reports or other publications, news releases, and other publicity issued by Recipient about the Mitigation Project shall be provided to Trustee.

IX. RIGHTS IN DATA AND OTHER MATERIALS

A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.

B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.

C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request.

D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust's such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.

E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

A. **TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

B. **TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT**.

XI. CONFLICT OF INTEREST

A. Recipient shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest between Recipient and its employees or any

subcontractor with respect to this Contract. Further, such internal policies shall include a prohibition that funds received by Recipient from the Trust shall not be used to pay, reimburse or otherwise give in any manner or for any purpose to the Plaintiffs and Defendants in Cause No. 6-17-CV-00047, In San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson vs. Formosa Plastics Corp., Texas, and Formosa Plastics, Corp., U.S.A., in the United States District Court for the Southern District of Texas, Victoria Division.

B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient's employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.

C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exits, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.

D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.

E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.

XIII. ENTIRE AGREEMENT

This Contract constitutes the entire and full agreement between the Recipient and the Trust, and all previous oral or written agreements relating to the subject matter of this Contract between the Trust and Recipient have been superseded, reduced to written form, and are incorporated herein.

Recipient and Trust expressly agree and understand that all future, oral agr representations or modifications shall not have any legal binding effect unless and until reduced to writing and executed by both Recipient and Trustee, except for amendments by operation of law as provided in Section XVII in this Contract.

XIV. DEFAULT AND REMEDIES

A. Recipient shall be considered in default under this Contract if any one or more of the following events occur, provided that Recipient has received written notice of such potential default from Trustee and has failed to cure the potential default within thirty days from the date of said notice. If Recipient has begun a good faith effort to cure the potential default within the thirty-day period, Recipient may be allowed additional time, if deemed reasonable by Trustee in his sole discretion, as needed to cure the potential default.

B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:

1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.

2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.

3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.

4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.

5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.

6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.

7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.

8. If Recipient fails to maintain the records management requirements under this Contract.

9. If Recipient fails to maintain the financial accounting requirements u Contract.

10. If Recipient fails to maintain the insurance requirements under this Contract.

11. If Recipient fails to comply with any term or provision contained in this Contract.

C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney's fees and expenses incurred in enforcing any such legal remedies.

D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

Funds distributed or allocated to Recipient under this Contract, or any modification thereto, shall not be used to support other programs operated by the Recipient under a different contract. Nor can such funds be carried over to a new contract or amended contract without the written permission of the Trustee.

XVI. LIMITATION ON LIABILITY

The Recipient understands and agrees that the Trust shall not be liable for expenditures made in violation of terms of this Contract, any laws, regulations, rules, or policies, or any other laws or regulations applicable to the Mitigation Project performed under this Contract. The Recipient also agrees that the Trust shall not be liable for any cost incurred by Recipient which exceeds the funding amount provided hereinabove. The Recipient shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a subcontractor of the Recipient.

XVII. AMENDMENTS BY OPERATION OF LAW

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal law, State law, by regulations, are automatically incorporated into this Contract as if set forth fully, without written amendment hereto, and shall become effective on the effective date designated by such law, regulation, or policy.

XVIII. COMPLIANCE WITH LAW.

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its' subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

XIX. PATENT INDEMNITY

To the extent allowed by Texas law, the Recipient shall indemnify the Trustee, the Trust and its consultants, agents, attorneys, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. §181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Trust of such supplies or construction work.

XX. DISCLOSURE OF INTEREST

Recipient represents and warrants that the Trustee, the Trust or its' consultants, agents or attorneys have no ownership in Recipient or Recipient's subcontractors. Further, Recipient shall ensure subcontractor's compliance with Section XX.

XXI. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Contract for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose, so long as the invalidated matter does not substantially deprive a party of the benefit of this Contract.

XXII. INSURANCE

Recipient shall maintain during the term of this Contract and shall provide Trustee with proof of the following:

1. General liability insurance which includes bodily injury, property damage, personal and advertising injury, and products and completed operations is required by the Recipient and those working on their behalf. The required minimum coverage limit shall be $1,000,000 per occurrence with $2,000,000

aggregate. General Liability must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.

2. Automobile liability for all Owned, Hired and Non-Owned vehicles of the Recipient and those working on their behalf in conducting its performance under this Contract is required. Such automobile insurance must provide at a minimum $1,000,000 Combined Single Limit. A reasonable deductible is allowable. The Automobile policy must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.

3. Recipient shall secure Errors and Omissions insurance coverage in the amount of $2,000,000.

4. Workers Compensation Insurance providing Statutory Limits and Employers Liability Insurance with limits of $1,000,000 Each Accident; $1,000,000 by Disease – Each Employee; and $1,000,000 by Disease – Policy Limit or similar insurance acceptable by The Trust shall be required for all of the Recipient's employees and any other entity working for or participating on behalf of the Recipient. All Worker's Compensation insurance or similar insurance provided by the Recipient or any other entity working for or participating on behalf of the Recipient must include a Wavier of Our Right to Recover from Others in favor of The Trust.

5. The Trust shall not be responsible for the payment of premiums or assessments on such policies.

6. Certificates of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.

7. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the Trust and Recipient and their respective successors and permitted assigns. This Contract may not be assigned by Recipient without the prior written consent of the Trustee.

XXIV. NOTICES/COMMUNICATIONS

All notices, communications, and requests given to or made upon the Trust and Recipient hereto shall, except as otherwise specified herein, be in writing and shall be delivered or mailed to such party at the notice addresses specified on the Contract Cover/Signature Page. The Trust and Recipient may change their notice addresses but shall provide immediate notice to the other and shall provide such notice in writing to the other party.

XXV. DISPUTES

In the event a Recipient has a dispute with the Trust or in the event any Recipient seeks to file a claim or lawsuit, the Recipient's sole recourse shall be by informal dispute resolution between the Recipient and the Trust and if such informal dispute resolution is not resolved, then the Recipient may seek the alternative dispute resolution as provided herein. The alternative dispute resolution process shall consist of a Mediated Settlement Conference in Calhoun County, to be conducted with the Recipient and the Trust and their legal counsel. The mediator shall be selected by agreement of the Recipient and the Trustee. Should the parties fail to agree on a mediator, an attorney mediator shall be selected by the Administrative Judge of the Calhoun County District Courts. The decision made by a Mediator shall be binding on the Recipient and the Trust, and there shall be no further appeal but the decision shall be enforced, if necessary, by the District Court of Calhoun County. The Recipient agrees to submit to such binding alternative dispute resolution as provided herein. Further, Recipient's sole remedy under the informal dispute resolution and under the binding alternative dispute resolution shall be limited to all, none or part of the remaining balance, if any, of Funds allocated to it under the terms of this Contract with the Trust; however, the Trust may recoup any Funds distributed to the Recipient through the same alternative dispute resolution procedure described herein. Any remedy under the mediation shall be sole province of the Mediator unless the Recipient and Trustee agree otherwise. In no event shall a Recipient be entitled to any other remedy; including, but not limited to, actual damages, compensatory damages, punitive damages, exemplary damages, interest, costs of court, actual expenses and attorneys' fees. These procedures shall be binding on Recipients notwithstanding any conflict with any law or regulation.

XXVI. PERIOD OF CONTRACT

This Contract will remain in effect until the completion of the five-year record retention period after the Trustee provides written approval of the Final Report, unless extended, modified, or terminated by written agreement of the Parties or terminated as provided herein. This provision shall survive termination of this Contract.

END OF TERMS AND CONDITIONS

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT

City of Port Lavaca ("Recipient")
202 N. Virginia Street
Port Lavaca, TX 77979

Clement Cove Wetlands Public Access Shared Use Path

This project will construct an ADA-compliant 10-ft-wide solar-lighted pedestrian/bike trail along and within natural wetlands on "Clement Cove" property owned by the City of Port Lavaca, connecting the existing trail system at Bayfront Park to the Municipal (City) Harbor. The project includes approximately 1,100 linear feet of poured-in-place concrete walk, 635 linear feet of elevated timber boardwalk with SureStep™ environmentally friendly polypropylene decking, which allows light penetration, educational signage, and a shaded bench.

Goals and Objectives of the project:
• To provide free, safe and accessible public access to the natural beauty and educational opportunities offered by our "Clement Cove" wetlands area and downtown waterfront for people of all ages and abilities, consistent with the City's adopted Downtown Waterfront Master Plan.
• To expand shared-use access for walking and cycling along and within the wetlands of Lavaca Bay, creating a safe and scenic connection between Bayfront Park and the Municipal (City) Harbor. This extension will enhance public access to natural habitats, promote outdoor recreation, and strengthen the link between the City's downtown waterfront and its coastal environment.
• Minimize the long-term impact to the wetlands by using SureStep™ or equal polypropylene decking material on the boardwalk, which is designed to allow water and sunlight to pass through in order to help conserve the delicate ecosystem. The poured-in-place concrete portions of the trail will be constructed at least 10 feet from the wetlands delineation line to protect the wetlands from harm during construction.
• Disrupt the surrounding area as little as possible during construction. The construction budget reflects pumping the concrete from trucks located on nearby upland elevations.
• Provide a place of shade along the trail that also provides a sense of inspiration for sustainability and recycling. Noblewins provides shaded benches which are constructed of retired wind turbine parts that would otherwise end up in a landfill. They are incredibly durable and will not rust or corrode in our salt air environment and are a very visible way to promote going "green". The shade portion can also be a point for public art where we would propose to feature art depicting wetlands plants and bird species.
• Provide educational signage along the trail in and along the wetlands with site specific information for the reader to learn about what they are viewing.

The project will be completed using contract engineering/construction administration services and contract construction services. City staff will provide construction contract administration

and grant administration and maintain communication with MBMT as well as provide inspection services to supplement that provided by the project engineer. A permit to construct (or possibly simply a Letter of Permission) will be required from the U.S. Army Corps of Engineers (USACE) for construction of the boardwalk within the identified wetlands area. Understanding that this permit or permission is expected to take 6 to 8 months to secure, the City Manager has already authorized Urban Engineering to begin the surveying and engineering work required to prepare and submit this application to the USACE, as we apply for construction funding. All work is on property owned by the City of Port Lavaca.

- October 2025 - City Manager to approve Engineering Task Order for topographic survey and engineering work required to prepare and submit a USACE permit application for the construction of the boardwalk across the wetlands.
- February 2026 - Submittal of the USACE permit application.
- March 2026 - City Council to approve Engineering Task Order with Urban Engineering (FIRM Reg. No. 160) for the engineering design, bid documents and construction administration of the project.
- October 2026 - Receipt of Letter or Permission or General Permit from the USACE to construct.
- February 2027 - Award construction project.
- March 2027 - Issue Notice to Proceed to Construction Contractor
- July 2027 - Substantial Completion of Project Construction
- August 2027 - 100% project completion.

CLEMENT COVE WETLANDS PUBLIC ACCESS SHARED USE PATH					
CITY OF PORT LAVACA					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE:
GENERAL					
1	Mobilization, Insurance and Bonds	1	LS	$50,000.00	$ 50,000.00
2	Storm Water Pollution Prevention Plan	1	LS	$ 7,500.00	$ 7,500.00
3	Construction Staking	1	LS	$10,000.00	$ 10,000.00
4	Barricading & Traffic Control	1	LS	$ 2,500.00	$ 2,500.00
				GENERAL SUBTOTAL	$ 70,000.00
SHARED USE PATH CONSTRUCTION					
5	Concrete walk (7' wide x 70 lf)	490	SF	$ 20.00	$ 9,800.00
6	Concrete SUP (10' wide x 1,030 lf)	$10,300	SF	$ 20.00	$ 206,000.00
7	Brush Clearing for Boardwalk	1	LS	$ 5,000.00	$ 5,000.00
8	Boardwalk w/ SureStep deck (10' wide, 30" ht X 635 lf)	6,350	SF	$ 50.00	$ 317,500.00
9	Solar lights	15	EA	$ 5,500.00	$ 82,500.00
10	educational signage				$ 5,000.00
11	shaded bench/slab				$ 11,000.00
				SUB SUBTOTAL	$ 636,800.00
				TOTAL CONSTRCTION COST	$ 706,800.00
	Engineering/survey/permitting/construction admin				$ 61,650.00
				TOTAL PROJECT COST	$ 768,450.00
	Budgeted Match dollars from City General Fund				($200,000.00)
	Permitting and Topo work paid by City in FY 2025-26 budget				$ (18,650.00)
				TOTAL AMOUNT REQUESTED FROM MBMT	**$ 549,800.00**

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT B
BUDGET

City of Port Lavaca ("Recipient")
202 N. Virginia Street
Port Lavaca, TX 77979

Contract Budget

Contractual/Consultants -	61,650.00
Construction -	$ 488,150.00
Total Contract Budget -	$549,800.00

RECIPIENT WILL SUBMIT INVOICES TO TRUST (mark appropriate option):

___X_____ Monthly

OR

_____ Quarterly

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT C
INVOICING INSTRUCTIONS

Below are the instructions on how to complete and submit your invoice. All invoices must be submitted electronically. You do not need to submit a hard copy unless specifically requested to do so. Invoices that don't balance or that lack proper supporting documentation will be delayed, so please ensure that your invoice is in order prior to submission.

The Recipient's Contract includes the budget and invoice form (Attachment C). The Contract's budget is tracked in two ways: Budget by Contract Category and Budget by Task.

Each invoice submitted for payment must track the project costs in compliance with the Recipient's Contract as outlined in Attachment C.

Each field at the top and bottom of the Invoice form must be completed and the invoice must be signed and dated by the person authorize to certify that the invoice is true, correct and complete and in accordance with the Contract.

Each invoice should have the amounts being billed for the current billing period ("This Invoice" columns) and the accumulated amount billed for this Contract to-date, including the current billing period ("Contract To-Date" columns). Please take special note that the two budgets – Budget by Contract Category and Budget by Task – must always equal.

Supporting documentation must be attached to the invoice for each line item being billed in the sequence such items appear in the Budget by Contract Category section. Each supporting document must be clearly labeled *and in the proper budget sequence* in order allow our audit of the invoice and its approval for payment. Failure to properly label or sequence the supporting documentation will cause a rejection of the invoice, so this is very important.

All invoices are to be submitted electronically (email) to: Trustee@mbmTrust.com.

If a Recipient has any questions whatsoever about invoicing procedures please feel free to contact the Trust office at 361-200-1456 or write to Administrator@mbmTrust.com.

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust
Date of Invoice:

Recipient Name: City of Port Lavaca

Contract #: 107

Contract Amount: $ 549,800.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: $

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY					BUDGET BY TASK			
Category	**This Invoice**	**Contract To-Date**	**Total Budget**		**Task**	**This Invoice**	**Contract To-Date**	**Total Budget**
Contractual/Consultants			$ 61,650.00		Engineering			$ 61,650.00
Construction			488,150.00		Construction			488,150.00
Total			**$549,800.00**					
***Please see invoicing instructions**					**Total**			**$549,800.00**

Remittance Address: City of Port Lavaca, 202 N. Virginia Street, Port Lavaca, TX 77979
Name of Payment Contact Person and contact information: JoAnna P. Weaver, P.E., Interim City Manager

Certification: I certify that the amounts being invoiced are true, correct, and complete in every material respect.

_____
Signature and Title of Authorized Representative

_____
Date Signed

_____
Print Name and Title of Authorized Representative

For Office Use Only

COMMUNICATION

SUBJECT: Consider approval of Urban Engineering Task Order No. 38-R for $61,650.00 for professional surveying and engineering services for the Clement Cove Boardwalk and Walking Trail. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.04.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF URBAN ENGINEERING TASK ORDER 38-R FOR CLEMENT COVE BOARDWALK AND WALKING TRAIL**

Background:

As was discussed in the previous agenda item, the City has been awarded a grant from the Matagorda Bay Mitigation Trust to construct the project "Clement Cove Wetlands Public Access Shared Use Path."

Attached is a Task Order from Urban Engineering for the Surveying, permitting, design, bid documents and construction administration for this project in the amount of $61,650.00.

BY the contract, this entire fee amount for engineering is eligible for reimbursement, so our required match will not be needed until the latter part of the construction project, which will likely be during FY 2026-27.

With approval, the surveying work will begin this week.

Financial Implication:

The entire engineering fee is reimbursable from the MBMT grant.

Recommendation:

Approve Urban Engineering Task Order No. 38R

Attached:

- UE Task Order 38-R

This is Task Order No. 38-R, consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
   A. Title: City of Port Lavaca – Clement Cove Boardwalk and Walking Trail
   B. Description:
      1) Design plans & specifications, prepare bid documents and perform contract administration for the construction of a boardwalk and walking trail at Clement Cove.
      2) Submit necessary documents to the USACE for permitting.
      3) Submit the construction plans for the project for ADA review, filing and inspection. **The City of Port Lavaca will be responsible for the payment of the ADA fee.**

2. **Services of Engineer**
   Engineer shall have those responsibilities set forth in Exhibit A.

3. **Owner's Responsibilities**
   Owner shall have those responsibilities set forth in Exhibit B.

4. **Times for Rendering Services**
   Services will be rendered in a timely manner and in accordance with the schedule determined during the Study and Report Phase of the Project.

5. **Payments to Engineer**
   A. Owner shall pay Engineer for services rendered as follows:

Category of Services	*Compensation Method*	*Lump Sum, or Estimate of Compensation for Services*
Topographic Survey	*Fixed Fee*	*$8,650.00*
Permitting	*Fixed Fee*	*$10,000.00*
Preliminary Design	*Fixed Fee*	*$12,500.00*
Final Design	*Fixed Fee*	*$18,500.00*
Bid Documents	*Fixed Fee*	*$6,500.00*
Contract Administration	*Fixed Fee*	*$5,500.00*
Total		*$61,650.00*

   B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

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C. Reimbursable Expenses: Includes fees charged by outside entities have review authority over the project, government agency fees and advertising fees. See Appendix 1 to Exhibit C "Reimbursable Expenses Schedule"

6 **Consultants:** Urban Surveying, Inc.

7. **Other Modifications to Agreement:** None

8. **Attachments:** None

9. **Documents Incorporated By Reference:** Master Agreement Between City of Port Lavaca and Victoria Engineering, Inc. dba Urban Engineering dated November 13, 2017. This includes all Attachments to that Agreement (Attachments A – Attachment I inclusive).

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Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

By: _____

Name: Jack Whitlow

Title: Mayor

ENGINEER:

By: 

Name: Matt A. Glaze, P.E.

Title: Vice President

Engineer License or Firm's Certificate No. TREF# F-160

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: JoAnna P. "Jody" Weaver, P.E.

Title: Interim City Manager & City Engineer

Address: 202 N. Virginia St.
Port Lavaca, TX 77979

E-Mail Address: jweaver@portlavaca.org

Phone: 361-552-9793

Fax: 361-552-6062

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt A. Glaze

Title: Vice President

Address: 2004 N. Commerce St.
Victoria, TX 77901

E-Mail Address: mglaze@urbanvictoria.com

Phone: 361-578-9836

Fax: N/A

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COMMUNICATION

SUBJECT: Consider approval of a 60 ft wide access easement across Corporation Ditch to Equalizer, Inc. to provide access between two portions of Property ID #37357. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.06.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF ACCESS EASEMENT ACROSS CORPORATION DITCH TO EQUALIZER, INC.**

Background:

Equalizer is in the planning stages of shifting their operations from Victoria to Port Lavaca and are working to construct new facilities to store and handle liquid and bulk fertilizer on property they own on FM 1090 across from the Harbor of Refuge. Council approved the Conceptual Plan for this development in November 2025.

A copy of the Concept Plan Sketch is *attached*. Note that Equalizer owns land on both sides of Corporation Ditch. Equalizer is requesting an access easement across the ditch in order to build a crossing structure to facilitate their proposed operations and limit the truck traffic on FM 1090.

The key issue that must be resolved in an Access Easement Agreement is the protection of the existing and future drainage capacity of Corporation Ditch. Any crossing must be designed so as not to impair the ditch's hydraulic performance. As you know, Mott McDonald is currently engaged in designing improvements to Corporation Ditch as part of the GLO CDBG-MIT Round 2 project, but the design capacity of the ditch in that location will not be available until their study is complete.

The proposed easement includes the following language as Section 4 under Terms and Conditions to address this drainage:

1. Improvements and structures in the easement:
   a. The cost to design, construct, use, maintain, replace, repair or modify any and all structures and improvements within the easement shall be at no expense to the CITY and is completely the responsibility of the GRANTEE.

   b. No improvements or structures shall be constructed without first obtaining written approval from the CITY, based upon a full review of engineered construction plans and drainage capacity calculations, prepared by a licensed professional engineer registered in the State of Texas.

   c. GRANTEE acknowledges that the CITY will dictate the minimum drainage capacity that any structure constructed in the easement must have. GRANTEE further acknowledges that these design specifications are being prepared as part of an on-going drainage improvement project of the Corporation Ditch and are not available at the time of execution of this agreement. CITY agrees that once the design drainage capacity requirements have been established for this easement, such information will be provided to GRANTEE in writing.

   d. Any improvement or structure constructed in the easement must be properly maintained by GRANTEE to maintain the required design drainage capacity at all times.

   e. Any repair, modification or replacement of any improvement or structure constructed in the easement must adhere to the same terms and conditions as the original construction.

   f. GRANTEE shall regularly mow or cut back vegetation on any improvements or structures constructed in the easement and to keep the Easement property free of litter, debris or trash generated by the GRANTEE's adjoining property.

The easement will remain in place as long as Equalizer or their successors/assigns are actively using the easement as described. If the easement is terminated for any reason, the agreement states that the structure will be removed within 120 days until otherwise mutually agreed upon by both parties. The decision to allow the structure to remain in such a case will depend largely on the condition of the structure at that time. Of course, Equalizer is planning for a long-term operation. Under Agenda item 7 Monday, we are considering the approval of a 5-year lease with options that would provide for a possible 20-year lease. The use of Tract 3 is a part of their planning for this operation.

The location of the easement is approximately 500' north along Corporation Ditch from FM 1090. The exact location will be determined based upon the centerline of the as-built constructed structure.

Financial Implication:
The proposed resolution portion of the easement states that the easement provides a valid public benefit as follows:

a) increased safety to the traveling public by minimizing truck traffic entering and exiting FM 1090 on either side of Corporation Ditch;

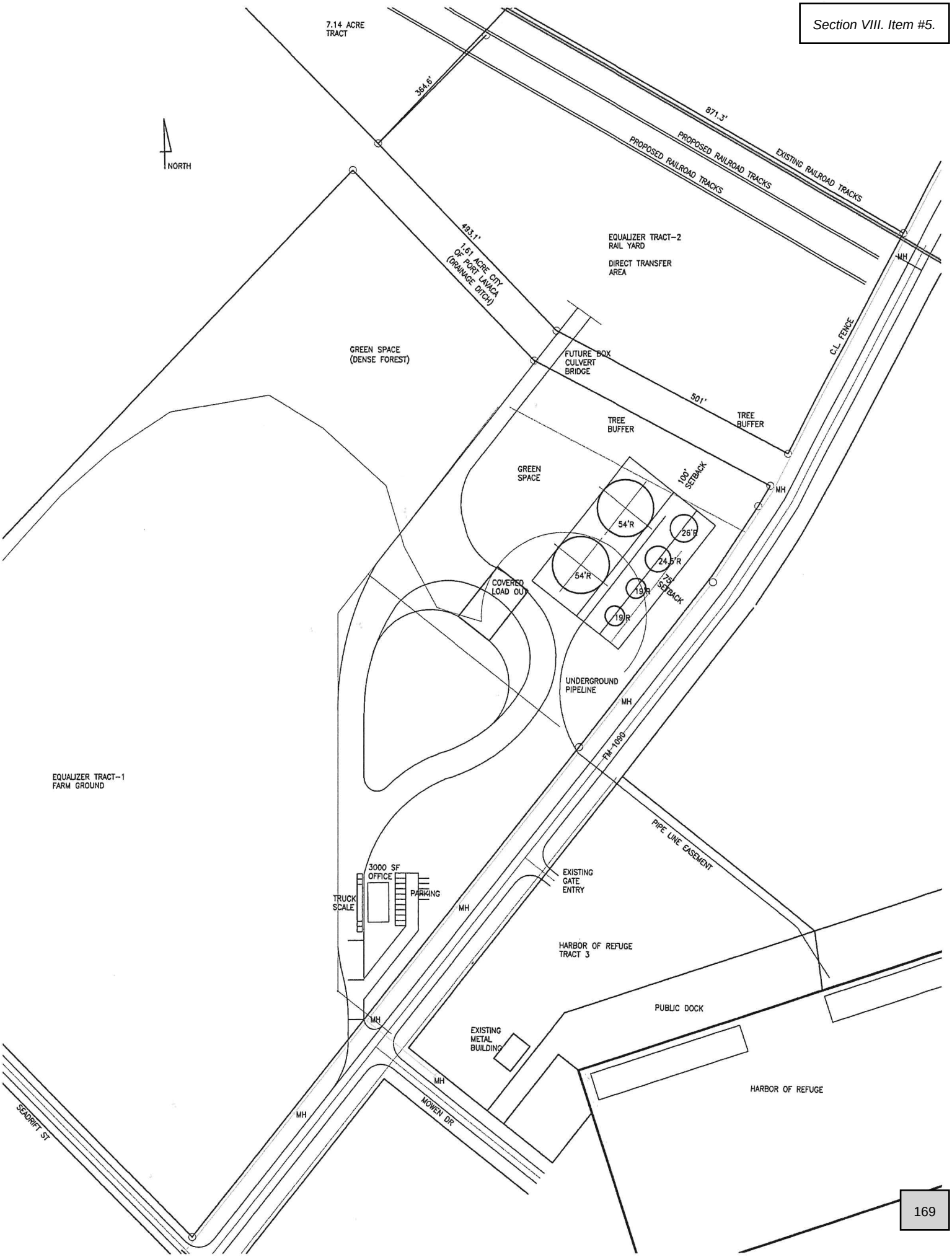
b) less wear and tear and required maintenance on FM 1090 due to increased truck traffic in a short section of the highway.

As such, we are not proposing a payment for the access easement, however the easement does state that further consideration is a commitment by Equalizer to negotiate in Good Faith with the City for the City's acquisition of a drainage easement and possible additional acreage, estimated at no greater than 3.0 acres, situated in property owned by the GRANTEE, with Property ID Number 50839.



This is the tract of land we are discussing. There is an existing drainage ditch (purple line) which accepts the drainage from the storm pipes in S. Lavaca and S. Juanita that run through the cemetery property and drains to Corporation Ditch. We have not been able to locate an easement document for this ditch. You may recall we had preliminary discussions with the previous property owners a year or so ago about acquiring an easement or purchasing the property. Equalizer has recently purchased the full 7.15 acre tract that runs between the ditch and the railroad and adjoins their PID 37357. Equalizer is willing to work with us on acquiring the approximately 3 acre tract shown in while line, (either by donation or mutually agreed upon price) which would provide land

For the easement as well as the opportunity to develop some trails in the wooded area. They are studying a possible need to keep some land along the railroad for a future spur before being able to negotiate an acquisition. They agree to do so in good faith once they have any project needs for their development identified that may affect how many acres will be available for acquisition.
Recommendation: Approve Access Easement for Equalizer as presented.


7.14 ACRE TRACT
364.6'
871.3'
PROPOSED RAILROAD TRACKS
PROPOSED RAILROAD TRACKS
EXISTING RAILROAD TRACKS
NORTH
493.1'
1.61 ACRE CITY OF PORT LAVACA (DRAINAGE DITCH)
EQUALIZER TRACT-2
RAIL YARD
DIRECT TRANSFER AREA
MH
C/L FENCE
GREEN SPACE (DENSE FOREST)
FUTURE BOX CULVERT BRIDGE
501'
TREE BUFFER
TREE BUFFER
GREEN SPACE
100' SETBACK
MH
54'R
26'R
54'R
24.5'R
75' SETBACK
19'R
19'R
COVERED LOAD OUT
UNDERGROUND PIPELINE
MH
FM-1090
EQUALIZER TRACT-1
FARM GROUND
PIPE LINE EASEMENT
3000 SF OFFICE
PARKING
TRUCK SCALE
EXISTING GATE ENTRY
MH
HARBOR OF REFUGE TRACT 3
PUBLIC DOCK
EXISTING METAL BUILDING
MH
MH
MOWEN DR
SEADRIFT ST
HARBOR OF REFUGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS EASEMENT

Date: February 9, 2026

This Access Easement Agreement (the "Easement") between the City of Port Lavaca, a Texas Home Rule City (hereinafter "CITY") and Equalizer, Inc., a Texas corporation, whose address is P.O. Box 154579 Waco, Texas 76715 (hereinafter "GRANTEE"), is effective as of the 9th day of 2026.

WHEREAS, GRANTEE desires an Easement across 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 grant an Access Easement to GRANTEE over said land for the purpose of installation, construction, use, maintenance, replacement, repair, and modification of a bridge or culvert structure for a vehicular drive across Corporation Ditch in accordance with all applicable local, State and Federal laws and ordinances on the CITY's property described in Exhibit "A", for the purpose of private transportation between two tracts of land, each owned by the Grantee and divided by Corporation Ditch.

WHEREAS, the CITY has determined that the granting of an Access Easement to GRANTEE is authorized by law and constitutes a valid public benefit including:

a) increased safety to the traveling public by minimizing truck traffic entering and exiting FM 1090 on either side of Corporation Ditch;

b) less wear and tear and required maintenance on FM 1090 due to increased truck traffic in a short section of the highway.

WHEREAS, the parties desire to set forth the terms and conditions under which the Easement can be acquired by GRANTEE 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:

Easement Property: A 60.0 ft wide easement across that certain 1.61 acre tract of land, being a 70 ft wide right-of-way of Corporation Ditch, conveyed to the City of Port Lavaca by deed dated January 27, 1965 and recorded in Volume 210, Page 342 of the Calhoun County Deed Records. The centerline of the easement is approximately 500 feet north of the north right-of-way line of FM 1090, and will be contiguous with the centerline of the bridge/culvert structure.

Consideration: In consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, and the further consideration of a commitment by GRANTEE to negotiate in good faith with CITY for the CITY's acquisition of a drainage easement and possible additional acreage, estimated at no greater than 3.0 acres, situated in property owned by the GRANTEE, with Property ID Number 50839.

Grantor does hereby grant to Grantee an easement over, on, and across the Easement Property for the Easement Purpose (collectively, the "Easement"), to have and to hold the Easement to Grantee

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. Character of the Easement: Non-exclusive.

2. Purpose of Easement: The planning, installation, construction, use, maintenance, replacement, repair, and modification of a bridge or culvert structure for a vehicular drive across Corporation Ditch in accordance with all applicable local, State and Federal laws and ordinances on the CITY's property described in Exhibit "A", for the purpose of private transportation between two tracts of land, each owned by the Grantee and divided by Corporation Ditch.

3. Reservation of Rights: CITY retains the title to the Easement Property, subject to the rights granted to GRANTEE in this Agreement. Except as otherwise provided in this Agreement, Grantor retains the right to use the Easement Property for all lawful purposes provided such use does not obstruct the easement or the design drainage capacity thereof.

4. Improvements and structures in the easement:
   a. The cost to design, construct, use, maintain, replace, repair or modify any and all structures and improvements within the easement shall be at no expense to the CITY and is completely the responsibility of the GRANTEE.

   b. No improvements or structures shall be constructed without first obtaining written approval from the CITY, based upon a full review of engineered construction plans and drainage capacity calculations, prepared by a licensed professional engineer registered in the State of Texas.

   c. GRANTEE acknowledges that the CITY will dictate the minimum drainage capacity that any structure constructed in the easement must have. GRANTEE further acknowledges that these design specifications are being prepared as part of an on-going drainage improvement project of the Corporation Ditch and are not available at the time of execution of this agreement. CITY agrees that once the design drainage capacity requirements have been established for this easement, such information will be provided to GRANTEE in writing.

   d. Any improvement or structure constructed in the easement must be properly maintained by GRANTEE to maintain the required design drainage capacity at all times.

e. Any repair, modification or replacement of any improvement or structure constructed in the easement must adhere to the same terms and conditions as the original construction.

f. GRANTEE shall regularly mow or cut back vegetation on any improvements or structures constructed in the easement and to keep the Easement property free of litter, debris or trash generated by the GRANTEE's adjoining property.

5. Duration of Easement: This Access easement shall remain in effect for a period in which GRANTEE actively plans, constructs, uses and properly maintains, repairs, replaces or modifies a bridge or culvert structure for a vehicular drive across Corporation Ditch. The herein granted easement shall pass to GRANTEE's successors and assigns, subject to all of the terms hereof.

6. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the sole expense of GRANTEE, its Successors and Assigns. Grantor has the right to eliminate any encroachments into the Easement Property that are not in compliance with the terms herein.

7. Termination of Easement: At such time this lease is terminated, by mutual agreement or any of the terms and conditions are no longer met, any constructed improvement or structure will be removed by the GRANTEE at no expense to the CITY, within 120 days of the date that the easement is terminated, unless otherwise mutually agreed by both parties.

8. Indemnification. **To the extent allowed by Texas law, but not otherwise, each Party shall indemnify, defend, and hold harmless the other for all claims, losses, demands, suits, proceedings, expenses, damage, or liability, including reasonable attorney's fees, to which the other is in any way subject, resulting from and to the extent of the negligence, gross negligence, or willful misconduct of such Party or the direct or indirect employees, agents, contractors, or permittees under such Party's direct or indirect control, authority, or permission.**

Executed this, the _____day of _____, _____.

GRANTOR:
City of Port Lavaca, Texas

By:_____
Jack Whitlow, Mayor

GRANTEE:
Equalizer, Inc.

By:_____
Doug Stevens, President

Attest:

_____
Mandy Grant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF CALHOUN §

This instrument was acknowledged before me on February _____, 2026, by Jack Whitlow, Mayor of City of Port Lavaca, Texas, a Texas home-rule municipality, Grantor, on behalf of Grantor.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CALHOUN §

This instrument was acknowledged before me on February _____, 2026, by Doug Stevens, President of City of Port Lavaca, Texas, a Texas Corporation, Grantee, on behalf of Grantee.

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Port Lavaca, Texas
202 N. Virginia
Port Lavaca, Texas 77979

DRAFT

COMMUNICATION

SUBJECT: Consider approval of a Pipeline Easement Agreement with Equalizer, Inc. for a pipeline across Harbor of Refuge Tract 3. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.05.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF PIPELINE EASEMENT TO EQUALIZER, INC. ACROSS HOR TRACT 3**

Background:

Equalizer is in the planning stages of shifting their operations from Victoria to Port Lavaca and are working to construct new facilities to store and handle liquid and bulk fertilizer on property they own on FM 1090 across from the Harbor of Refuge. Council approved the Conceptual Plan for this development in November 2025.

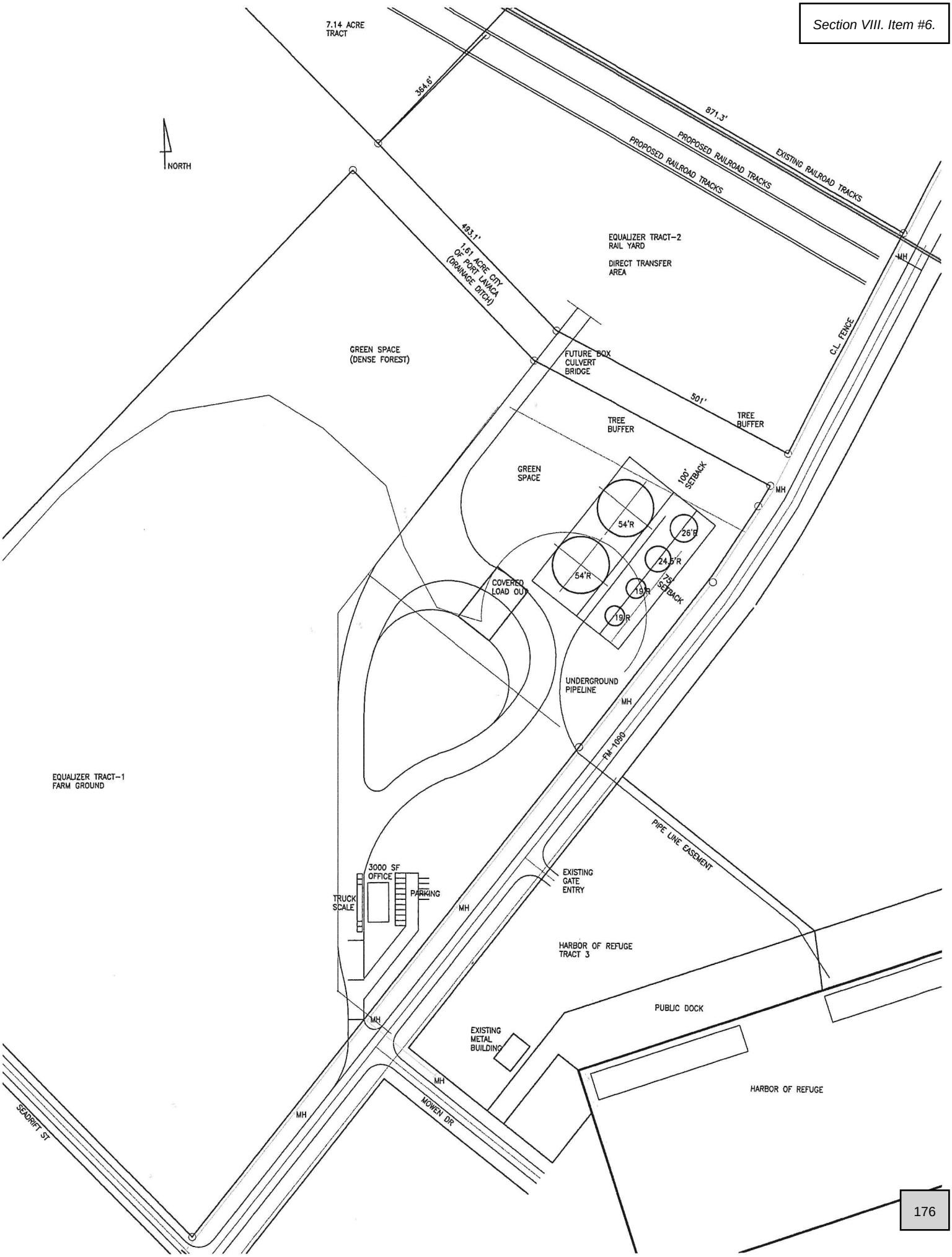
A copy of the Concept Plan Sketch is *attached*. Note that there is shown a Pipeline easement across the northeast boundary line of the Harbor of Refuge Tract 3. Equalizer is proposing to construct a pipeline (6"-8" diameter) to transport liquid fertilizer UAN 32 to/from barges docked on the public dock of the Harbor of Refuge to storage tanks that will be built as part of the Equalizer Facility. This is the same product that Helena and Simplot receive into their terminals. A product information sheet about UAN 32 is attached and a MSDS can be found at https://www.cfindustries.com/globalassets/cf-industries/media/documents/safety-data-sheets/uan---north-america/urea-ammonium-nitrate-v-2.2-en.pdf

The attached document is the proposed Pipeline Easement agreement.

Financial Implication: There is no rent or fee associated with the portion of the easement that is within the boundary of the Harbor of Refuge Tract 3 as long as Equalizer has a valid lease agreement with the city for Tract 3. The annual fee for the 10 ft wide x 100' long easement across the public dock is calculated at $600.00, which will be paid in monthly installments of $50.00 concurrent with the lease payment for Tract 3.

Recommendation:

- The Port Commission has discussed this in conjunction with the long-term lease of Tract 3 to Equalizer, Inc. and recommends approval of the easement as presented.
- Approve the Pipeline Easement Agreement with Equalizer as presented, contingent upon final approval by the City Attorney*.
  * Equalizer's legal team has not fully completed their review of the easement language and may possibly request minor changes. As long as Anne Marie approves any such request for change, we'd like to move forward with the easement without having to bring it back to Council.


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871.3'
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EXISTING RAILROAD TRACKS
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1.61 ACRE CITY OF PORT LAVACA (DRAINAGE DITCH)
EQUALIZER TRACT-2
RAIL YARD
DIRECT TRANSFER AREA
MH
C/L FENCE
GREEN SPACE (DENSE FOREST)
FUTURE BOX CULVERT BRIDGE
501'
TREE BUFFER
TREE BUFFER
GREEN SPACE
100' SETBACK
MH
54'R
26'R
24.5'R
54'R
75' SETBACK
19'R
19'R
COVERED LOAD OUT
UNDERGROUND PIPELINE
MH
FM-1090
EQUALIZER TRACT-1
FARM GROUND
PIPE LINE EASEMENT
3000 SF OFFICE
PARKING
TRUCK SCALE
EXISTING GATE ENTRY
MH
HARBOR OF REFUGE TRACT 3
PUBLIC DOCK
MH
EXISTING METAL BUILDING
MH
HARBOR OF REFUGE
MH
MOWEN DR
SEADRIFT ST

Product Data Sheet

Simplot

UAN-32
Urea Ammonium Nitrate Solution
32-0-0

GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....32.00%
- 7.75% Ammoniacal Nitrogen
- 7.75% Nitrate Nitrogen
- 16.50% Urea Nitrogen

Derived from Ammonium Nitrate and Urea.

KEEP OUT OF REACH OF CHILDREN

WARNING

CAUSES EYE IRRITATION.

PRECAUTIONARY STATEMENTS: Wash thoroughly after handling.

FIRST AID: IF IN EYES Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical attention.

PHYSICAL CHARACTERISTICS

Specific Gravity @ 68°F:	1.327
Weight (lbs. per gal.) @ 68°F:	11.06
Total Nitrogen (lbs. per gal.):	3.54
Ammonic Nitrogen	0.86
Nitrate Nitrogen	0.86
Urea Nitrogen	1.82
Salting Out Temperature:	32°F
Solution pH:	6.8
Free Ammonia:	0.01%

CONSTRUCTION OF STORAGE & TRANSFER EQUIPMENT

1. Mild steel, stainless steel, aluminum and certain fiberglass materials are suitable. Copper and alloys containing copper (brass) should not be used.

COMPATIBILITY

1. Compatible with ammonium phosphate solutions such as 10-34-0, 11-37-0, 9-30-0, etc.
2. Compatible with potash solutions and combinations of potash and ammonium phosphate solutions.
3. Compatible with many herbicides. NOTE: Consult pesticide label or manufacturer before mixing Simplot UAN-32 Urea Ammonium Nitrate Solution 32-0-0 with pesticide chemicals.

USES

1. A nonpressure solution– is well adapted for a wide range of application practices. Direct application in preplant plow-down programs, injecting or banding in the soil, or applied through various irrigation systems– sprinkler, drip, flood or furrow.
2. Is the preferred source of nitrogen in liquid blending plants and in combination with herbicides for "weed and feed" programs.

ADVANTAGES

1. Provides both fast acting and long lasting plant food from its three forms of nitrogen. Quick response from nitrate, longer lasting from ammonic and sustained feeding from the water soluble organic nitrogen in urea.
2. Enjoys great compatibility with other fertilizers and many chemicals. Makes possible two or more jobs in one trip over the field. Saves time, labor and money.
3. Is easy to store, handle and calibrate for accurate application in the field.
4. Is safe– being a nonpressure neutral solution, eliminates safety hazards associated with corrosive materials and high pressure systems.

PRECAUTIONS

1. Do NOT spray Simplot UAN-32 Urea Ammonium Nitrate Solution 32-0-0 full strength on crops other than pastures.
2. Do NOT mix with aqua ammonia as the blend is very corrosive.

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the Internet at http://www.regulatory-info-jr.com

DISCLAIMER OF WARRANTIES J.R. Simplot Company warrants that the composition of this product conforms to the description and is reasonably fit for the purpose as stated on the label only when used in accordance with label directions under normal conditions of use. This warranty is expressly in lieu of all other warranties and representations expressed, implied, or statutory, including warranties of merchantability and fitness for a particular use. Timing, rate and method of application, weather and crop conditions, and mixtures not specifically recommended on this label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees in the event of damages resulting from, but not limited to, weather or soil conditions, presence of other materials, or failure to follow label directions will be assumed by the Buyer or User; and to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or directions concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

Simplot® is a registered trademark of J.R. Simplot Company.

J.R. SIMPLOT COMPANY
AgriBusiness P.O. Box 70013, Boise, ID 83707 • (208) 336-2110
GUARANTOR
J.R. SIMPLOT COMPANY • P.O. Box 198, Lathrop, CA 95330

PIPELINE EASEMENT AGREEMENT

This Easement Agreement (the "Easement") between the City of Port Lavaca, a Texas Home Rule City (hereinafter "CITY") and Equalizer, Inc., a Texas corporation, whose address is P.O. Box 154579 Waco, Texas 76715 (hereinafter "GRANTEE"), is effective as of the 9th day of 2026.

WHEREAS, GRANTEE desires an Easement across 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 grant a Pipeline Easement to GRANTEE over said land for the purpose of installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a pipeline and pipeline header in accordance with all applicable local, State and Federal laws and ordinances on the CITY's property described in Exhibit "A", for the purpose of transferring Liquid Fertilizer products to or from barges docked in the Harbor of Refuge; and

WHEREAS, the CITY has determined that the granting of an easement to GRANTEE is authorized by law and constitutes a valid public purpose; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Easement can be acquired by GRANTEE 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:

ARTICLE I

Representations, Covenants and Warranties

1. The CITY is a political subdivision of the State of Texas, governed by its Home Rule Charter and laws of the State of Texas.

2. The Mayor has been duly authorized to execute and deliver this Easement by valid formal action of the City Council of CITY.

3. GRANTEE is a Texas corporation in good standing under the laws of the State of Texas and has full and complete power to enter into this Easement, to enter into and carry out the transactions contemplated hereby and to carry out its obligations under this Easement; and has duly authorized the execution and delivery of this Easement.

DRAFT

4. GRANTEE shall at all times during the term hereof maintain and preserve full power and authority to perform, and shall perform its obligations hereunder in the manner and at the times set forth herein.

5. GRANTEE will not willfully or knowingly use or maintain the property subject to this Easement, or any part thereof, improperly, carelessly, in violation of any applicable federal, state or local law or in a manner contrary to that contemplated by this Easement.

6. GRANTEE will comply with all laws, regulations, rules and orders of any federal, state or local authority or agency concerning the maintenance of the property subject to this Easement and the pipeline within the Easement.

ARTICLE II

Easement

1. **Easement**.

(a) Subject to compliance by GRANTEE with the terms of this Easement, the CITY hereby grants to GRANTEE this Easement under the terms and conditions set forth in this Easement on the property more fully described in Exhibit "A".

(b) This Easement is necessary to accommodate a pipeline; said pipeline to be buried with a minimum of 3 foot of cover; similar permission may be given to others for installation, maintenance and use of a pipeline in close proximity to the one provided for herein. GRANTEE shall not have and there is not given an exclusive right of use and/or occupancy of any portion of CITY's property except that occupied by GRANTEE'S pipeline being located in this Easement.

2. **Purpose of Easement**: This Easement, with its rights and privileges shall be used solely for the purpose of installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a pipeline and pipeline header in accordance with all applicable locale, State and Federal laws and ordinances within the Easement area described in Exhibit "A".

3. **CITY's Disclaimers**. THE CITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT, INCLUDING THE EASEMENT'S SUITABILITY FOR GRANTEE'S PIPELINE. THE CITY SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL

DRAFT

DETERIORATION OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. THE CITY SHALL NOT BE LIABLE TO GRANTEE OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT, GRANTEE'S PIPELINE OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. CITY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

4. **Covenant of Quiet Enjoyment**. CITY covenants that GRANTEE, on maintaining a valid Lease Agreement with CITY for Harbor of Refuge Tract No. 3 as required under this Easement, and on observing and performing all the other terms and conditions in this Easement to be performed or observed by GRANTEE, shall, during the term of this Easement, peaceably and quietly have, hold and enjoy the Easement, without disturbance from any person whatsoever, subject to the terms, covenants, conditions and provisions and agreements of and in this Easement.

5. **Rights of CITY.** Nothing herein contained shall prevent CITY from granting to other persons, firms or corporations licensees and/or easements to cross this Easement so long as such other licensees and/or easements do not interfere with the rights granted to GRANTEE or its usage thereof. CITY shall notify GRANTEE at least thirty (30) days in advance of construction of any non-interruptive license and/or easement granted by CITY along or crossing this Easement.

ARTICLE III

Term of Easement

1. This Easement shall be and remain in effect for a period in which the GRANTEE maintains a valid Lease Agreement with CITY for the Harbor of Refuge Tract No. 3 and GRANTEE continues to use the pipeline for the purpose herein stated. (hereinafter, the "Term").

2. **Termination of Easement Term**. This Easement shall terminate upon the occurrence of the first of the following events:

a. the end of the term;
b. the occurrence and continuation of an event of default hereunder and the CITY's election to terminate this Easement pursuant to Article XI hereof;

c. GRANTEE abandons the use of the pipeline for a continuous period of two (2) years, unless excused by Force Majeure;
d. at the request of GRANTEE with 90 days written notice to CITY .

ARTICLE IV

Easement Payments and Other Required Payments

1. **Rent.**

a) Easement across Harbor of Refuge Tract 3: In consideration of the economic benefits to CITY with the collection of tariffs as the result of the use of this pipeline, this pipeline easement is granted with a $0.00 rental rate. At which time, the GRANTEE no longer has a valid Lease of Harbor of Refuge Tract No. 3 with CITY, but GRANTEE wishes to continue operation of this pipeline, header and easement, CITY commits to negotiate with GRANTEE in good faith a new mutually agreed upon Easement Agreement, which will include a close review of the economic benefit to CITY of the pipeline and may or may not include a monetary rent rate.

b) Easement across the Public Dock: The annual fee for the easement located within the Public Dock area, measuring 10' x 100', shall be $600.00. This fee shall be paid in monthly installments of $50.00, due concurrently with the monthly lease payment of Harbor of Refuge Tract No. 3.

ARTICLE V

Operation, Use and Maintenance of Improvements

1. **Maintenance and Repair.** GRANTEE is solely obligated with respect to the costs of maintaining, operating and repairing the pipeline.

2. **Emergencies**. If any emergency occurs in the maintenance and use of the Easement or GRANTEE'S pipeline, GRANTEE shall immediately give reasonable notice, but no later than the notice required by paragraph VI.3(b) below, to the Harbor Master, any federal, state or local authorities and their regulatory agents, and comply with all directives from any relevant authorities to bring a safe and proper conclusion to the emergency.

3. **Compliance with Laws**. GRANTEE shall comply with all rules or orders which CITY deems necessary for the protection and conservation of its land and water. GRANTEE shall also use all reasonable care and all proper safeguards to comply with all applicable laws and regulations to prevent pollution. In the event of pollution, GRANTEE shall promptly comply with all applicable laws and regulations, whether federal, state or local, regarding the cleanup of such pollution or with applicable cleanup standards required to minimize any unreasonable risk to human health and the environment, whichever

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cleanup standard is higher. Further, GRANTEE shall be responsible for all damages and costs to persons and to public and private property in which it causes. GRANTEE, in any of its operations of the Easement or pipeline, shall not violate the provisions of any environmental legislation or the environmental rules, regulations or standards of any such regulatory body, whether federal, state or local.

4. **Permits**. GRANTEE shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the maintenance, use and operation of its pipeline.

ARTICLE VI

CITY's Right to Monitor

1. **Reporting Requirements**. Requirements of this paragraph apply to activities pertaining to this Easement only. GRANTEE shall promptly supply CITY with copies of all notices, reports, correspondence, and submissions made by GRANTEE, as they pertain to this Easement, pipeline, and pipeline header only, to the Environmental Protection Agency, the Texas Commission on Environmental Quality, the United States Occupational Safety and Health Administration, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to all applicable regulations. GRANTEE shall also supply CITY with written confirmation of any notices or reports regarding releases of hazardous wastes or substances that GRANTEE makes orally or by telephone to any such governmental agency. GRANTEE shall promptly notify CITY in advance of any scheduled meeting between GRANTEE and any of the agencies specified above.

2. **Environmental Liens**. GRANTEE shall promptly notify CITY as to any liens threatened or attached against the premises pursuant to any environmental law. In the event that an environmental lien is filed against the premises, GRANTEE shall, within 30 days from the date on which the lien is placed against the property, or before the date on which any governmental authority commences proceedings to sell the premises pursuant to a lien, either: (a) pay the claim and remove the lien from the premises; or (b) furnish either (i) a bond satisfactory to the CITY in the amount of the claim on which the lien is based or (ii) other security satisfactory to the CITY in an amount sufficient to discharge the claim on which the lien is based.

3. **Environmental Clause**.

a. **Environmental Restrictions**. GRANTEE shall not cause or permit any Hazardous Materials to be generated, treated, stored, manufactured, disposed or released on or about the Easement or transferred or transported to the Easement, in contravention

of any legal requirements. Any use of Hazardous Materials by any person on the Easement shall be in strict conformance with all legal requirements and shall not cause the Easement 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, 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. 1801, 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 Tariff CIRCULAR NO. 1A; the Texas Solid Waste Disposal Act, Tex.Rev.Civ.Stat.Ann.Art. 4477-7; or any other legal requirement.

b. **Notification of Potential Liability Triggering Event.** Within twenty-four (24) hours of receipt, or as soon thereafter as reasonably possible within normal business hours, GRANTEE shall notify and provide CITY with all copies of notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party, pertaining to the Easement, including, but not limited to, the following:

(1) The violation of any federal, state, or local statute or regulation;

(2) The loss of any operating permit;

(3) Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;

(4) The institution of any lawsuit by any governmental entity or any private party; or

(5) The service of a potentially responsible party demand letter from any private or governmental party.

c. **Consequences of GRANTEE'S Violation of Environmental Legal Requirements**. In the event GRANTEE'S violation of environmental legal requirements expose CITY to fines or penalties as the owner of the Easement, GRANTEE 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 GRANTEE'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 under this Easement.

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d. GRANTEE is responsible for any environmental contamination resulting from location, maintenance, operation, repair or removal of the pipeline placed on the premises under this Easement, and will cure such environmental contamination that may occur in compliance with the then existing laws, rules and regulations. GRANTEE AGREES TO BE LIABLE FOR AND TO INDEMNIFY, DEFEND AND TO HOLD HARMLESS CITY FROM ANY ASSESSMENTS, LIABILITY, COST OR EXPENSE, INCLUDING COUNSEL, ENGINEERING, AND OTHER PROFESSIONAL OR EXPERT FEES THAT MAY ARISE FOR CLEAN-UP OR REMEDIATION OF ANY CONTAMINATION ON THE PREMISES OR ADJACENT AREAS UNDER THEN CURRENT LOCAL, STATE, OR FEDERAL LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING, WITHOUT LIMITATION, STATE OR FEDERAL SUPERFUND LAWS, ARISING IN CONNECTION WITH LOCATION, MAINTENANCE, OPERATION, REPAIR OR REMOVAL OF GRANTEE'S PIPELINE. THE RIGHTS AND OBLIGATIONS SET FORTH UNDER THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE VII

Insurance

1. **Insurance**. GRANTEE shall procure and maintain continuously in effect with respect to the Easement, insurance against liability for injuries to or death of any persons or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Easement, of its pipeline or any part thereof, providing coverage with a combined single limit of $5,000,000 for injuries to or death of persons or damage to property per occurrence. All such policies of insurance shall designate the CITY as a named insured. GRANTEE shall furnish to CITY a copy of the policy of insurance and all renewals thereto designating the CITY as a named insured within thirty days of the date of execution hereof. Said designation must be in a form acceptable to the CITY. In the event GRANTEE changes policies, a copy of the new policy designating the CITY as a named insured shall be furnished to the CITY within ten (10) days.

ARTICLE VIII

INDEMNITY

1. EXCEPT WHERE THE CITY IS NEGLIGENT FOR ANY CAUSES OF DAMAGE, GRANTEE HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS,

HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEE" 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 GRANTEE, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, 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, 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 THIS EASEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS EASEMENT, SUBJECT TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITIES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY AND GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, COMMISSIONERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY INDEMNITEES, (INCLUDING ITS OFFICERS, DIRECTORS, 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, TO RESULT EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

CITY AND GRANTEE ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE VIII COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTIES OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS LICENSE.

ARTICLE IX

Removal of GRANTEE'S Pipeline

1. Upon the termination of this Easement, however the same may be brought about; GRANTEE shall cause the removal and the disposition of its pipeline. GRANTEE shall give written notice to CITY of its decision to permanently abandon its pipeline. GRANTEE shall be responsible to comply with all the laws, regulations, procedures, actions and physical requirements of any federal, state or local authority or agency and GRANTEE shall solely be responsible for all costs of such removal and disposition and to return the Easement to its original condition.

3. CITY reserves the right to have GRANTEE'S pipeline removed at GRANTEE'S cost in the event GRANTEE fails to remove the same within six (6) months after the termination of this Easement. GRANTEE shall indemnify and hold harmless the CITY from and against all costs of the removal of all improvements, including the pipeline.

4. To the extent permitted by law and notwithstanding any other terms hereof, the CITY and GRANTEE may agree in writing that the pipeline may be abandoned in place and not removed by GRANTEE after the termination of this Easement. It is understood and agreed by both parties to this contract that CITY is the approving authority as to the removal-nonremoval of property from the Easement, and the decision of the authority shall govern.

ARTICLE X

Assignment, Sublease, Mortgage and Sale; Encumbrances

1. **Title to Easement**. Legal title to the property subject to the Easement shall be in the CITY.

2. **Assignment by CITY**. The CITY shall not assign its obligations under this Easement, and no purported assignment thereof shall be effective.

3. **Assignment, Sublease, Mortgage or Sale by GRANTEE.**

a. Except as provided by Article X, Paragraph 3b hereof, this Easement may not be assigned, subleased, mortgaged or sold by GRANTEE without the prior written consent of the CITY.

b. GRANTEE may freely assign this Easement, or sublease the Easement, to: (i) any successor in interest to GRANTEE by statutory merger, (ii) any corporation, partnership, limited liability company or other legal entity, which is a direct or indirect subsidiary of, or which is otherwise ultimately controlled by GRANTEE; provided, however, any such assignment or sublease of this Easement shall not relieve GRANTEE from liability under this Easement. Furthermore, if such an assignment under this Section does occur, GRANTEE has the duty to notify CITY of the name and address of the successor in interest.

3. **GRANTEE TAKES "AS IS"**. GRANTEE HAS INSPECTED THE CONDITION OF THE SUBJECT PROPERTY AND ACCEPTS SAME "AS IS" AND IN ITS EXISTING CONDITION, GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF CITY REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON GRANTEE'S OWN INSPECTION OF THE PREMISES. CITY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS EASEMENT. CITY AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT OR THE SUBJECT PROPERTY ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL RECORDS OF CITY AND THE COUNTY IN WHICH THE SUBJECT PROPERTY IS LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

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4. **No Further Encumbrances**. GRANTEE shall not, directly or indirectly, create, incur, assume or cause to exist any lien, charge, encumbrance or claim on or with respect to the Easement. In the event an encumbrance occurs, GRANTEE shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. GRANTEE shall reimburse CITY for any expense incurred by it in order to discharge or remove any such lien, charge, encumbrance or claim. In the event a lien is filed and GRANTEE is contesting such lien, GRANTEE shall within thirty (30) days file a bond in accordance with the procedures set forth in the Texas Property Code. The allowance of a lien, charge, encumbrance or claim, unless properly bonded, on the Easement Property by GRANTEE shall be considered an act of default as defined herein.

ARTICLE XI

Events of Default; Remedies

1. **Events of Default**. An occurrence of any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

a. GRANTEE fails to observe or perform any covenant, condition or Easement on its part to be observed or performed hereunder (including the payment of the Easement Payments), for a period of thirty (30) days after receipt of written notice from CITY specifying such failure; provided, however, that if such observance or performance requires work to be done, actions to be taken or conditions to be remedied, which by their nature cannot reasonably be accomplished within such thirty (30) day period, if GRANTEE shall commence such observance or performance within such period and shall be proceeding diligently with respect thereto then the fact that the same shall not have been corrected during such period shall not constitute an Event of Default; or

b. The discovery by CITY that any material statement, representation or warranty made by GRANTEE in this Easement is false, misleading or erroneous in any material respect.

c. The failure of GRANTEE to perform, comply with or observe any other agreement, obligation or undertaking of GRANTEE, or any other term, condition or provision, in this Easement, and the continuance of such failure for a period of 10 days after written notice from CITY to GRANTEE specifying the failure.

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d. The involuntary transfer of GRANTEE'S interest in this Easement by operation of law.

e. The institution by or against GRANTEE of any proceedings in bankruptcy or insolvency, or the reorganization of GRANTEE under any law, or the appointment of a receiver or trustee for all or substantially all of GRANTEE'S property or for GRANTEE'S interest in this Easement, or any assignment by GRANTEE for the benefit of creditors.

2. **Remedies on Default**. Upon the occurrence of an Event of Default and following written notice of such default to GRANTEE, CITY may, without further demand or notice, with or without terminating this Easement, reenter and take possession of the property subject to this Easement and exclude GRANTEE therefrom; provided, however, that if this Easement has not been terminated, the CITY shall return possession of the property subject to this Easement to GRANTEE when the Event of Default is cured.

3. **Return of Property Subject to This Easement**. In addition to the provisions of Article IX, upon the termination of this Easement pursuant to this Article XI, GRANTEE shall deliver possession of the property subject to this Easement to the CITY.

4. **Delay; Notice**. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient, and any one exercise thereof shall not be deemed exclusive of such exercise. To entitle any party to exercise any remedy reserved to it in this Easement, it shall not be necessary to give any notice other than as may be specifically required in this Easement.

ARTICLE XII

Miscellaneous

1. **Notices**. All notices, certificates and other documents hereunder to be given to or to be served upon any party entitled to notices hereunder shall be in writing and shall be delivered personally or by certified or registered mail, and if so mailed, shall be deemed to have been given and received within five (5) business days after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States Mail, and if given otherwise shall be deemed to have been given when delivered to the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other address as either party may hereafter designate in accordance with the provisions of this Article XII, Paragraph 1 to the other party in writing:

If to CITY:

City of Port Lavaca
202 N. Virginia Stret
Port Lavaca, Texas 77979
Attention: City Manager

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If to GRANTEE:

Equalizer, Inc.
P.O. Box 154579
Waco, Texas 76715
Attn: Doug Stevens

2. **Severability**. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the other provisions hereof.

3. **Amendments, Changes and Modifications**. This Easement may be amended from time to time by CITY and GRANTEE by written agreement between the parties.

4. **Public Disclosure.** CITY is a Texas Home Rule Municipality subject to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Texas Open Records Act, Chapter 552, Texas Government Code, as amended, and as such CITY is required to disclose to the public this Easement and certain other information and documents relating to the consummation of the transactions contemplated hereby upon written request. In this regard, GRANTEE agrees that the rightful filing or disclosure of this Easement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by CITY to the extent required by law will not expose CITY (or any party acting by, through or under CITY) to any claim, liability or action by GRANTEE. CITY shall, to the extent legally possible, treat any trade secrets or confidential information disclosed by GRANTEE as confidential commercial information.

5. **Further Assurances and Corrective and Supplemental Instruments**. CITY and GRANTEE shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting or supplementing any inadequate or incorrect description of the Pipeline Easement hereby granted or intended to be or for carrying out the expressed intention of the Easement.

6. **Applicable Law and Venue**. This Easement 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 Courts of Calhoun County, Texas.

7. **Heading**. The captions or headings in this Easement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or Articles hereof.

8. **Multiple Counterparts**. This Easement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

9. **Entire Easement**. This Easement, together with the Exhibits attached hereto, contain the final and entire Easement regarding the subject matter hereof between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind the parties hereto.

10. **No Personal Liability or Accountability**. No covenant, condition or agreement contained in this Easement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the CITY or GRANTEE, in his or her individual capacity, and neither the officers, agents or employees of CITY, GRANTEE, nor any official executing this Easement shall be liable personally on this Easement or be subject to any personal liability or accountability by reason of any transaction or activity relating to this Easement.

11. **No Remedy Exclusive**. No remedy herein conferred upon or reserved to CITY shall be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or a course of dealing, but any such right or power may be exercised from time to time and as often as may be deemed appropriate by the party exercising it.

12. **No Additional Waiver Implied by One Waiver**. In the event any agreement contained in this Easement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder, and shall not be construed to be an implied term hereof or a course of dealing between the parties.

13. **Dispute Expenses and Attorneys' Fees**. If any controversy, claim, or dispute arises relating to this Easement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

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IN WITNESS WHEREOF, CITY has caused this Easement to be executed by its duly authorized officers, and GRANTEE has caused this Easement to be executed in its corporate name by its duly authorized executive, as of the date written below.

Effective on February 9, 2026, but signed this _____ day of _____, 2026.

CITY OF PORT LAVACA

_____
Jack Whitlow, Mayor

ATTEST:

_____
Mandy Grant
City Secreatry

EQUALIZER, LLC.

By:_____
Printed Name: Doug Stevens

Title:

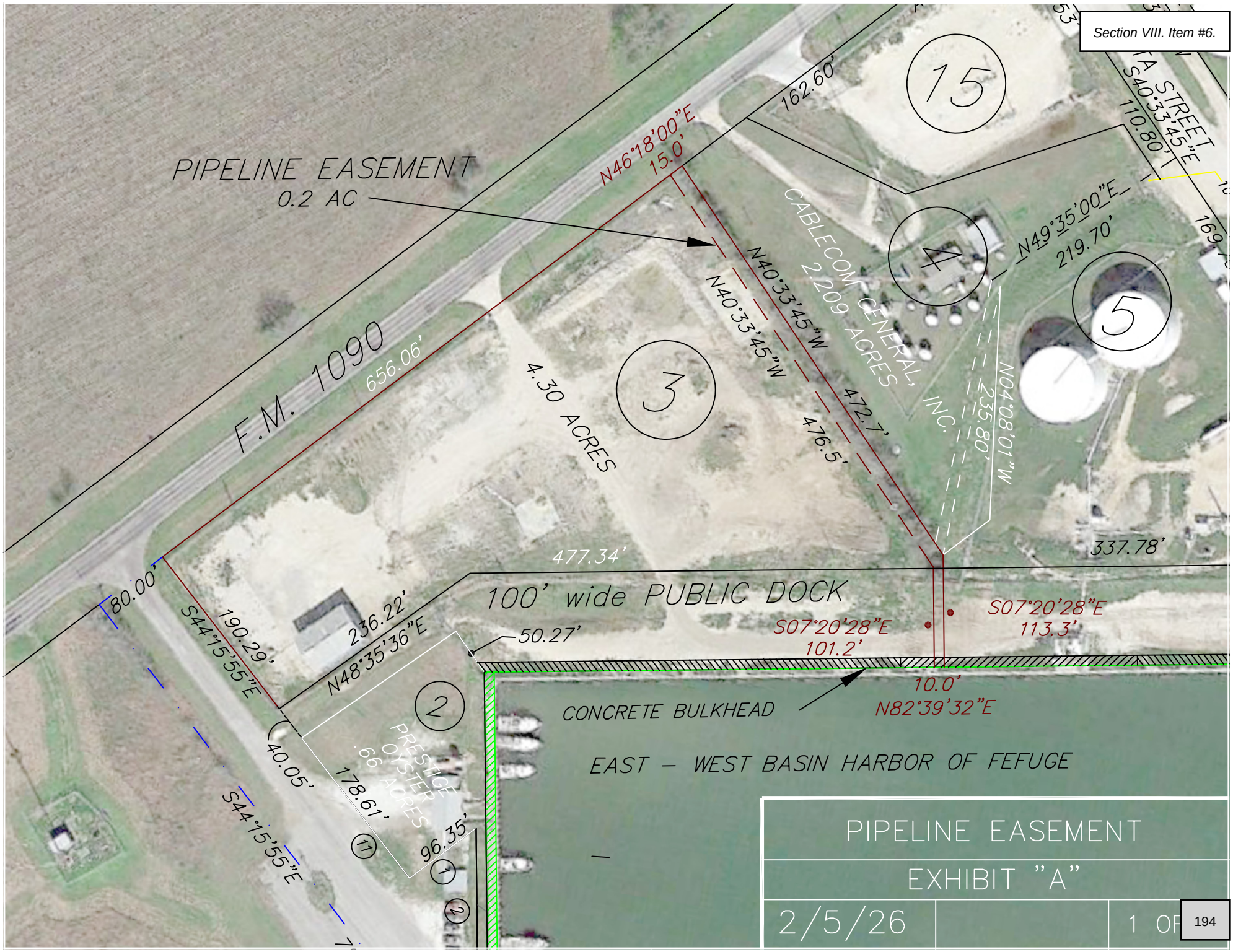
_____
ATTEST:

By: _____

Printed Name: _____

Title: _____

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PIPELINE EASEMENT
0.2 AC
F.M. 1090
656.06'
N46°18'00"E
15.0'
N40°33'45"W
472.7'
476.5'
4.30 ACRES
3
CABLECOM GENERAL, INC.
2.209 ACRES
4
5
15
162.60'
STREET
S40°33'45"E
110.80'
N49°35'00"E
219.70'
N04°08'01"W
235.80'
337.78'
477.34'
100' wide PUBLIC DOCK
S07°20'28"E
101.2'
S07°20'28"E
113.3'
50.27'
10.0'
N82°39'32"E
CONCRETE BULKHEAD
EAST – WEST BASIN HARBOR OF FEFUGE
80.00'
190.29'
S44°15'55"E
236.22'
N48°35'36"E
40.05'
178.61'
S44°15'55"E
96.35'
2
11
1
2
PRESTIGE OYSTER
.66 ACRES
PIPELINE EASEMENT
EXHIBIT "A"
2/5/26
1 OF

COMMUNICATION

SUBJECT: Consider approval of a 5-year Lease Agreement, with 3 each 5-year extensions available, for Harbor of Refuge Tract 3 with Equalizer, Inc. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.06.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER RECOMMENDATION OF PORT COMMISSION TO APPROVE LEASE AGREEMENT OF HARBOR OF REFUGE TRACT 3 TO EQUALIZER**

Background:

As has been mentioned, Equalizer is in the planning stages of shifting their operations from Victoria to Port Lavaca and are working to construct new facilities to store and handle liquid and bulk fertilizer on property they own on FM 1090 across from the Harbor of Refuge. Council approved the Conceptual Plan for this development in November 2025.

Part of their planning involves leasing the Harbor of Refuge Tract No 3 (4.3 acres) from the City of Port Lavaca. This lease became available for rent in December at the termination of Encore's lease on November 30. The attached lease language is based upon the City's Standard lease form and has been negotiated with and accepted by the Port Commission and reviewed and approved for format by Anne Marie.

Financial Implication:

Monthly Rent: $4,200.00; MCI adjustment each October 1st; 5-year term with 3 options for an additional 5 years each. So, the potential term of this lease is 20 years.

The $4,200 was agreed upon based upon a land valuation of $2.37/sf and $60,000 for the building and a 10 year rate of return for the annual rent.

Recommendation:

- The Port Commission recommends approval of the Lease of HOR Tract 3 as presented.

COMMUNICATION

SUBJECT: Consider approval of the 2026 Agreement with the YMCA for operation of the City Pool. Presenter is Wayne Shaffer

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2025 **AGENDA ITEM ____**

DATE: 2.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: **CONSIDER AGREEMENT BETWEEN THE CITY OF PORT LAVACA AND THE CALHOUN COUNTY YMCA FOR OPERATION OF THE MUNICIPAL SWIMMING POOL FROM APRIL 01, 2026 TO SEPTEMBER 22, 2026.**

Background:

The proposed 2026 Pool Management agreement is the same as the 2025 agreement. For reference, the attendance at the pool for 2024 and 2025 are shown in this table. Unfortunately, during 2025 we were plagued with a few electrical power surges that destroyed pumps and there were a few periods when the pool was down after having to replace pumps and regain proper water quality standards.

POOL ATTENDANCE		
	2024	2025
May	622	697
June	2198	631
July	1986	528
August	635	398

Financial Implication:

There is $50,000 budgeted in Swimming Pool Operations for FY 25-26 to pay for the City's obligations under this contract. For reference, actual dollars spent in FY 24-25 was $36,546 and in FY 23-24 was $41K.

Recommendation:

Approve the 2026 Pool Management Agreement with the YMCA.

YMCA of the Golden Crescent
POOL MANAGEMENT CONTRACT
WITH
The City of Port Lavaca

This Pool Management Contract (hereinafter referred to as the "Contract") is entered into by and between the YMCA of the Golden Crescent, whose address is 1806 N. Nimitz, Victoria, Texas 77901 (hereinafter referred to as the "YMCA") and who agrees to manage as an independent contractor, and not an agent or employee, the City of Port Lavaca Municipal Pool (hereinafter referred to as the "Pool") owned by the City of Port Lavaca whose address is 202 North Virginia Street, Port Lavaca, Texas 77979 (hereinafter referred to as the "City") the terms set forth in this Contract.

The YMCA agrees to perform the following services and to accept the following obligation during the term of the Contract:

1. The YMCA will furnish lifeguards during the hours of operation as stated in **Exhibit A**. YMCA guards will be at least 15 years of age with a head guard of at least 17 years of age on duty at all times. Guards will hold current YMCA or American Red Cross Lifesaving certifications and will be certified in CPR and trained in first aid. Qualified Port Lavaca residents shall have a priority consideration in staffing subject to the YMCA's interview and selection process. Previous performance will be considered for all rehires. Staffing must be based on 25 swimmers to one lifeguard.

2. The YMCA will perform all necessary maintenance and labor on all pool equipment above ground that could be considered ordinary scheduled daily maintenance with respect to the operation of the Pool. Maintenance, as used herein, does not include responsibility for new or replacement parts. The purchase of any parts, to be paid for by the City which cost in excess of $50 must be approved in advance by the City.

3. The YMCA will clean the Pool, deck and fenced areas. This includes: checking the PH and chlorine levelsby a certified pool maintance employee, adding chemicals as needed and logging those readings and adjustments hourly during open swim hours; policing grounds; sweeping and hosing off the deck area; bagging trash and placing trash in the dumpster daily; cleaning lavatories daily, keeping pool surface algae free; checking the operating condition of all related equipment; backwashing filters as needed; maintaining lifeguard and pump room in a clean and orderly fashion, and brushing the Pool as needed. Complete vacuuming of the Pool will be performed weekly.

In the event of fecal contamination, the YMCA will close the pool with notice to the City. The City and the YMCA will be jointly responsible for the preventive action necessary to assure the safety of the YMCA staff and pool users. A minimum closure of three cycles of the filter system is required (longer closure may be required based on the consistency of the fecal matter and directive of the County Health Inspector.) In addition, the pool must be back-washed, vacuumed and shocked with a maximum of 10ppm chlorine prior to reopening.

4. The YMCA will keep the chlorine residual and PH level of pool water within city health standards, using chemicals purchased by the City.

5. The YMCA and the City shall work in conjunction and be responsible for the enforcement of the City's Pool Rules. A copy of rules to be enforced at a YMCA operated pool is attached as **Exhibit B**. The City shall post and maintain a Pool Rules sign**.**

6. The YMCA will maintain a daily log of significant activities and information, including a usage log, showing Pool usage by hour, water analysis, daily tally as shown in **Exhibit C** which becomes part of this agreement. The YMCA agrees to submit to CIty a PDF copy of a daily logs prior to the end of this contract agreement.

7. The YMCA will notify the City of pool related supplies needing to be ordered in reasonable lead time.

8. If the pool is closed due to the weather conditions, the lifeguards will clear the pool area and at least one lifeguard will remain on the pool premises until normal closing hours unless conditions warrant that is it unsafe to stay on the premises or when weather conditions indicate the pool will not reopen the rest of the day. The additional guards may leave the premises, but will be ON CALL at home pending clearing weather.

9. Alcoholic beverages are not to be permitted on pool property.

10. The lifeguard is the authority on the pool deck and in the water. Any disagreement/dispute with the City, it's members/residents or guests where the lifeguard and/or the YMCA is not supported by the City in the enforcement of the guidelines or aquatic facility rules described in this agreement cancels the agreement immediately without penalty to, or recourse from the YMCA. To the extent permitted by law, both the YMCA and the lifeguard are held-harmless with regard to any consequences arising from this termination of agreement and the lifeguard will immediately cease all activity and vacate the premises, unless said lifeguard's vacancy will place any member of the public in danger in any way.

11. The YMCA shall monitor all individuals entering and leaving the pool area. The YMCA will retain all gate fees collected.

12. The YMCA shall maintain the concession stand. The YMCA shall pay all supply costs for the concession stand and retain all fees collected.

13. The YMCA shall have exclusive right to organize and operate swimming lessons. Lessons will be conducted by YMCA swimming instructors, and instructions will be part of the YMCA progressive swimming program. Lessons will follow YMCA guidelines for teacher/student ratios. Lessons will be scheduled during the hours the pool is closed for general swimming for the community. The YMCA shall pay all staffing costs for swim lessons and retain all fees collected.

14. The YMCA can staff parties for residents after regular hours at the rate of $72.50 per hour which includes two lifeguard. The YMCA will not staff any party where alcohol will be consumed. No party shall continue past 10:00pm. The YMCA will serve as an agent of the owner for all matters related to resident approved pool rentals. The YMCA shall pay all staffing costs for parties and retain all fees collected.

15. The YMCA staff employed at the Pool has a right to use the Pool for lap swim and training during any hours the pool is closed to the community for recreational swim.

16. The YMCA shall set all user fees with city's concent which can be subject to change in the event there is an increase in the national minimum wage.

17. In the event that this contract is terminated by either party the City may not employ any YMCA staff member employed by the YMCA while this contract was in effect to work in any capacity related to the City pool for a period of six months.

The City agrees to accept the following obligations during the term of the Contract:

1. The City shall provide and/or maintain the following:

A. Pay for all chemicals used for pool maintenance
B. Will pay for the cost of repairs and replacement of parts and equipment with purchases of over $50 approved by the City.
C. Will maintain landscape.
D. Pay for electricity
E. Will pay phone bill.
F. Will provide cleaning supplies and test kits
G. Will provide pre-season maintenance/cleaning and preparation.
H. Will work with the YMCA of the Golden Crescent, Inc to promote facilities.

2. If pool hours for the general public approach evening hours, adequate pool lighting must be provided. Proper electrical controls around the pool area are necessaryand if present must be GFCI protected.

3. The City agrees to provide an operational phone during all operational hours and the following safety equipment: ring buoy with throw rope, shepherd's crook with a separate pole, backboard with 6 straps, head immobilizer, safety goggles, 3 guard stands and a first aid kit.

4. The City will be responsible for all costs associated with the maintenance and operation of the pool not assumed pursuant to the Contract by the YMCA.

5. The City and the YMCA agree to provide each other with a certificate of insurance showing coverage in the amounts required on Appendix D. The YMCA agrees to provide the City written notice of any accident, personal injury and or property damage. The report shall be provided to the City manager immediately or no later than 3 days after the occurance. YMCA personell will be made available to the City for questions regarding the incident/accident.

The YMCA agrees to indemnify, defend, protect, and hold harmless the City it's agency employees from all liability, responsibility, or losses arising out of any accident, injury or claim that may result from YMCA conducted, sponsored or operated events to include swim lessons, parties, or other YMCA events conducted at the Pool.

The City agrees to indemnify, defend, protect, and hold harmless the YMCA from liability, responsibility or loss arising out of any negligent act or omission or any willful wrongdoing on the part of the City or any agent or employee of the City.

Insurance Requirements are outlined in Exhibit D

All salaries include workers' compensation, social security, unemployment insurance and travel. The actual salaries will be paid at the discretion of the YMCA.

Termination on Notice: Either party hereto may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party.

Attorneys' Fees and Costs: If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action at law or in equity shall be proper in Calhoun County.

This Contract shall be in force from April 1, 2026 to September 28, 2026.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, this _____day of _____, 2026.

Jack Whitlow
Mayor, City of Port Lavaca

Michele Morales
Executive Director
Calhoun CountyYMCA

EXHIBIT A

HOURS OF OPERATION AND EXPECTED STAFFING WILL BE:

Hours of Operation

Sunday	**11:00 pm – 1:00pm Pool Entry ½ off**
	1:00pm-6:00pm
Monday	**11:00pm-6:oopm**
Tuesday	**11:00pm-6:oopm**
	7:00-9:30 Family Swim Only
Wednesday	**11:00pm-6:00pm**
	7:00-9:30 Family Swim Only
Thursday	**11:00pm-6:oopm**
	7:00-9:30 Family Swim Only
Friday	**11:00pm-6:oopm**
Saturday	**11:00-6:00pm**
Holidays	**TBD**

EXHIBIT B
General Pool Rules

- Walk, don't run.
- Pushing and rough play are prohibited.
- Deck clearance at least 6 feet from the edge of the pool is required at all times.
- Only plastic containers and toys are allowed in the pool, on the deck and in the locker rooms.
- Non-swimmers must stay in shallow water.
- Keep off the lifelines.
- Use lifelines only for temporary support.
- Breath holding and prolonged underwater swimming is prohibited.
- No Diving
- Shoulder length hair or longer must be tied back or covered by a swim cap.
- All swimmers must shower prior to entering either the water.

Age Restrictions

- Direct supervision by a responsible adult of youth under the age 6 years old and non-swimmers is required.
- Responsible adult supervision required for all children under the age of 12 years old.
- All youth must pass a swim test to enter the deep water.

Floatation Devices and Aquatic Equipment

- Flotation and aquatic equipment may be used if space and safety permit.
- U.S. Coast Guard approved Personal Flotation Devices are preferred. The lifeguard prior to use must approve all other flotation. Inflatable flotation is not permitted.
- Non-swimming youth using flotation devices must be within arms reach of a responsible adult at all times.
- Swimming youth may use flotation devices without adult supervision.
- Aquatic equipment such as kickboards, mask, snorkel and fins, and pull buoys are not allowed in the recreational swim space

Swim Test

- Must swim 20 yards.
- Must tread in deep water for 30 seconds.
- Administered during rest breaks or when an additional staff is available.

Rest Breaks

- A rest break lasting at least 10 minutes must occur hourly.
- Where a single guard is utilized, <u>all swimmers</u> have to exit the pool during the rest breaks.

EXHIBIT C

Daily Tally/Water Analysis

DAY: _____ **DATE:** _____

Pool Admissions	**Tally**
Adult	$
Child	$
Daily Total	$
Main Pool	

Hourly Check	**Chlorine Big Pool**	**PH Big Pool**	**# in Big Pool**	**# in pool area**				**Staff Name**
9:00 a.m.								
10:00 a.m.								
11:00 a.m.								
12:00 noon								
1:00 p.m.								
2:00 p.m.								
3:00 p.m.								
4:00 p.m.								
5:00 p.m.								
6:00 p.m.								
7:00 p.m.								

Comments or Chemicals Added:

EXHIBIT D
INSURANCE PROVISIONS

Below are listed the provisions required for all leases, agreements, and contracts between the YMCA and non-YMCA groups. Proof of insurance must be exchanged at least two weeks prior to the beginning of Aquatic Services.

MINIMUM REQUIREMENTS

1. Workers' Compensation Insurance, including Occupational Diseases in accordance with the laws of Texas and Employer's Liability Insurance with a limit of $1,000,000.

2. General Liability Insurance, with limits
   a. Each Occurrence: $1,000,000
   b. Operations Aggregate: $1,000,000
   c. General Aggregate: $1,000,000

3. The City of Port Lavaca shall have the YMCA named an additional insured on their General Liability Insurance policies for any agreement in force. Also, the City of Port Lavaca policy carriers are required to notify the YMCA within 30 days of any changes and/or if the insurance is canceled by the City of Port Lavaca.

4. Professional Liability Insurance may be required depending on the services being provided to the YMCA. Minimum requirements would be $1,000,000 per occurrence & $1,000,000 aggregate

5. It is hereby understood and agreed that any insurance provided by the City of Port Lavaca in accordance with an agreement, contract, etc., shall be deemed primary insuranceand is provided exclusively for activities related to pool.

6. To the extent permitted by law the City of Port Lavaca will defend, hold harmless, and indemnify the YMCA against any claims and losses arising in any way out of their use of the premises, caused by the negligence of the City of Port Lavaca.

7.

_____ Certificate holder must be shown as YMCA of the Golden Crescent
Attn: CEO 1806 North Nimitz, Victoria, Texas 77901
_____ Certificate holder must be named as an additional insured
_____ Certificate must be current.

COMMUNICATION

SUBJECT: Consider amendments to the City's HR and Workplace Policies, Chapter 7 Work Environment and Workplace Safety. Presenter is Reyann Grimaldo

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INFORMATION:

Chapter 7: Work Environment and Workplace Safety

7.01 General Policy

The City strives to provide employees with a productive work environment that is free of recognized hazards that could cause accidents and injuries. The city wants and expects you to perform your job in the safest way possible. This policy provides workplace requirements to help in the reduction of accidents and injuries and provides guidelines in preventing workplace hazards. Departments are responsible for maintaining and providing additional safety procedures related tospecific job responsibilities. These safety procedures will be provided to employees by their supervisor or department safety representative.

The City Health and Safety Committee is responsible for planning and promoting health and safetyawareness and prevention programs for city employees. The Safety Committee roles, responsibilities and information regarding the city's budgeted safety incentive program can be reviewed in the Appendix of this policy Manual.

7.02 Smoke Free Workplace

In keeping with the City's intent to provide a safe and healthful work environment, and to protectand promote public health, safety and welfare of employees, it is necessary to regulate smoking and the use of tobacco products in City facilities and City vehicles. Therefore no person or employee shall smoke or use tobacco products in City facilities or City vehicles or within entrancesto City facilities according to regulations set forth in city ordinances. This also includes the prohibition of the use of electronic cigarettes (E-cigarettes) or any other similar device or item thatproduces vapor, steam or smoke in City facilities or within the entrances to City facilities as set forth in city ordinances. If there is a designated smoking area near the City buildings, the employees are required to use this area during approved smoke breaks. No employee will use tobacco productswhile making public contact.

7.03 Drug Free Workplace

The City strictly prohibits the unauthorized use, sale, purchase, possession, distribution, dispensation, manufacture or transfer of controlled substances (including medical marijuana), as that term is defined by applicablestate and federal laws, while on or in City property or other work sites where employees may be assigned, in City owned vehicles, in or on City equipment and machinery, or in personal vehicles while conducting City business.

Employees, volunteers, or contract instructors who receive a suspended driver's license due to a drug or alcohol related arrest is responsible for notifying their supervisor immediately. An employee, volunteer or contract instructor convicted of violations related to controlled

substances under state and federal law or who plead guilty or no contest to such charges must inform the City Manager's Office and the Department Head within five (5) days of such convictionor plea. Employees who operate City vehicles or equipment and receive a conviction for a DWI orDUID shall be terminated.

Any employee who receives a conviction with a suspended license will be subject to disciplinary action, up to and including termination. Any volunteer found in violation of this policy will be released from volunteer service with the City.

7.04 Substance Abuse and Testing

7.04.01 Policy, Purpose, and Scope

In accordance with the City's commitment to a Drug Free Workplace as outlined in the City's Personnel Policy Manual, this safety policy provides guidelines for substance abuse testing at the City of Port Lavaca in order to maintain a safe and productive work environment for employees.

The City of Port Lavaca maintains a firm commitment to provide a safe work environment free from the effects of illegal drugs and alcohol as well as the abuse of legal/prescription drugs. It is a violation of this policy to refuse to consent to testing or to test positive for alcohol or illegal drugs. Violations of this policy will result in severe disciplinary action, up to and including termination of employment.

This policy applies to all city employees and other individuals who perform work for the City.

The City has a zero-tolerance policy regarding positive drug screens, including marijuana. With the increased prevalence of CBD Oil, employees need to consider that in some rare instances CBD Oil use might lead to a positive drug test, and potential loss of employment. While CBD Oil is legal, it can possibly result in a positive drug screen, which violates City policy and is subject to termination.

7.04.02 General Provisions

1. Prohibition of Personal Use

Employees shall not use, have present in their body or on their person alcohol, illegal drugs, intoxicants or any other prohibited substances when reporting to work or while on duty. Employees shall not be under the influence of or have the odor on their breath or clothes of alcohol, illegal drugs, intoxicants or any other prohibited substance when they report to work or while on duty. Employees shall not have alcohol, illegal drugs, intoxicants or any other prohibited substances in city vehicles or equipment or on city premises.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-1-26) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 38, Solid Waste, Article II, Collection and Disposal, Sec 38-29 Residential Rate, Garbage/brush/bulk collection; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 09, 2026 **AGENDA ITEM _____**

DATE: 02.02.26

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Amendment to Fee Schedule

As per the 4th Amendment to our contract with Republic Services, the rates, beginning February 2024, increase each year in February by 4% .

Per the letter from Republic, Residential Trash pickup will be increased from $21.12/month to $21.96/month. The rate for additional carts will be increased from $16.75/month to $17.42 per month.

Unless Council does decide to accept a minimum 3-year extension to Republic Contract (see previous agenda item), this 4% increase will become effective on Feb 1. We have therefore brought to you a first reading of an ordinance amending the solid waste rates to reflect this additional 4%. If Council approves a contract extension on Jan 26, then we do not have to bring this rate change back for a second reading.

ORDINANCE #G-1-26

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

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

Chapter 38: Solid Waste
Sec. 38-29 Residential Rate

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of January, 2026

_____
Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of February, 2026

_____
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of February, 2026.

_____
Jack Whitlow, Mayor

ATTEST:

_____
Mandy Grant, City Secretary

APPROVED AS TO FORM:

_____
Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Vacancy	N/A		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3-J, Page _____.

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

EXHIBIT A

CHAPTER 38 – SOLID WASTE

Section Number	*Subject*	Fee Amount
38-29	Residential Rate	
	Garbage/brush/bulk collection	~~$21.12~~ **$21.96**
	Rate per Additional Cart	~~$16.75~~ **$17.42**
	City-wide cleanups	$0.70
38-30	Commercial Rate	Per contract
	Prices are per contract through the solid waste provider	

(Ord. No. G-5-93, §§ 12, 13, 9-30-1993; F-1-10 (New Solid Waste Ordinance); Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-10-16, art. II, 9-12-2016; Ord. No. G-2-20, art. II, 4-13-2020; Ord. No. G-3-21, art. II, 5-10-2021; Ord. No. G-4-22, art. II, 5-9-2022; Ord. No. G-1-24, art. II(Exh. A), 2-12-2024; Ord. No. G-11-24, § II, 1-13-2025)

COMMUNICATION

SUBJECT: Consider First Reading of an ordinance (S-1-26) of the City of Port Lavaca approving a project and financing plan for tax increment reinvestment zone number one, City of Port Lavaca, Texas; making various findings related to such plan; providing for severability; and providing an effective date. Presenter is Jody Weaver

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INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 9, 2026 **AGENDA ITEM ____**

DATE: 2.09.2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF 1st READING OF ORDINANCE APPROVING THE FINAL PROJECT AND FINANCING PLAN FOR TIRZ NO. 1, AS ADOPTED BY THE TIRZ NO. 1 BOARD**

Background:

At a Regular City Council meeting on November 10, 2025, Council adopted the TIRZ #1 Creation Ordinance which established 5 key elements:

- Boundary
- Term
- TIRZ Board
- City Participation; and
- Preliminary Project and Financing Plan

State Law requires that the TIRZ Board prepare and adopt a Final Project and Financing Plan and recommend to Council it's adoption. The TIRZ No. 1 Board met at 5:30 pm on February 9 to adopt the Plan and recommend it's approval by Council.

The difference between this Final plan and the one previously adopted as the Preliminary Plan is the inclusion of the participation of the other taxing entities – Calhoun County (at 50%) and the Calhoun Port Authority (at 50%). Now that the interlocal agreement with these two entities has been executed, that information is included in the Final Plan and is ready for adoption.

Information to highlight in the Plan are:

Page 8

Potential Project Costs - TIRZ #1		
Water Facilities and Improvements	$ 12,137,078	10%
Sanitary Sewer Facilities and Improvements	$ 12,137,078	10%
Storm Water Facilities and Improvements	$ 12,137,078	10%
Transit/Parking Improvements	$ 3,641,123	3%
Street and Intersection Improvements	$ 30,342,695	25%
Open Space, Park and Recreation Facilities and Improvements	$ 6,068,539	5%
Economic Development Grants	$ 42,479,773	35%
Administrative Costs	$ 2,427,416	2%
Total	$ 121,370,779	100.0%

All the items above are eligible per the Statute and serve as a menu of potential expenses. City Council has the final authority of specific allocations; however the total dollar amount serves as a cap.

Page 9 – currently adopted participation percentages

Real Property Tax - 2025 Rates		Participation	
City of Port Lavaca	0.80000000	75%	0.6000000
Calhoun County	0.62220000	50%	0.3111000
Calhoun Port Authority	0.00050000	50%	0.0002500
Farm to Market & Lateral Road	0.00000000	0%	0.0000000
Calhoun County GWD	0.00670000	0%	0.0000000
Calhoun County ISD	0.77010000	0%	0.0000000
	2.19950000		**0.9113500**

Page 16 – Revenue Summary and Cap

Revenue Summary
75% CITY

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	$124,790,247	$79,664,214	$45,126,033
Calhoun County	$91,925,495	$41,673,077	$50,252,417
Calhoun Port Authority	$73,871	$33,488	$40,383
Farm to Market & Lateral Road	$0	$0	$0
Calhoun County GWD	$989,876	$0	$989,876
Calhoun County ISD	$113,776,637	$0	$113,776,637
Total	$331,556,125	$121,370,779	$210,185,346

Recommendation:

- Approve this 1st reading of Ordinance #S-1-26 to approve the Final Project and Financing Plan of TIRZ No. 1

Future meetings of the TIRZ No. 1 Board:

- This Board will meet annually in early February to approve the annual report that must be submitted to the State Comptroller prior to February 28 (150 days after the end of the previous fiscal year).
- And this Board will meet as needed to review and make recommendations regarding requests for project funding from the TIF.

ORDINANCE #S-1-26

AN ORDINANCE APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF PORT LAVACA, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "**Act**") and pursuant to Ordinance No. S-6-25, adopted by the City Council of the City of Port Lavaca, Texas (the "**City**") on November 10, 2025, the City created Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas (the "**Zone**"); and

WHEREAS, on February 9, 2026, the board of directors of the Zone (the "Board") adopted a Project and Financing Plan for the Zone, which is attached hereto as Exhibit "A" (the "Plan"), as required by Section 311.011(a) of the Act; and

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

SECTION 1. FINDINGS.

That the City Council hereby makes the following findings of fact:

1.1 The statements and facts set forth in the recitals of this Ordinance are true and correct.

1.2 That the Plan includes all information required by Sections 311.003(b) and (c) of the Act.

1.3 That the Plan is feasible and the project plan conforms to the City's master plan.

SECTION 2. APPROVAL OF PLAN.

That based on the findings set forth in Section 1 of this Ordinance, the Plan is hereby approved.

SECTION 3. SEVERABILITY.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Port Lavaca hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

FIRST READING this 9th day of February, 2026

_____
Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of March, 2026

_____
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of March, 2026.

_____
Jack Whitlow, Mayor

ATTEST:

_____
Mandy Grant, City Secretary

APPROVED AS TO FORM:

_____
Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

Record of approval by City Council: City Council Minute Records, Volume 3-J, Page _____.

Tax Increment Reinvestment Zone #1
City of Port Lavaca, Texas

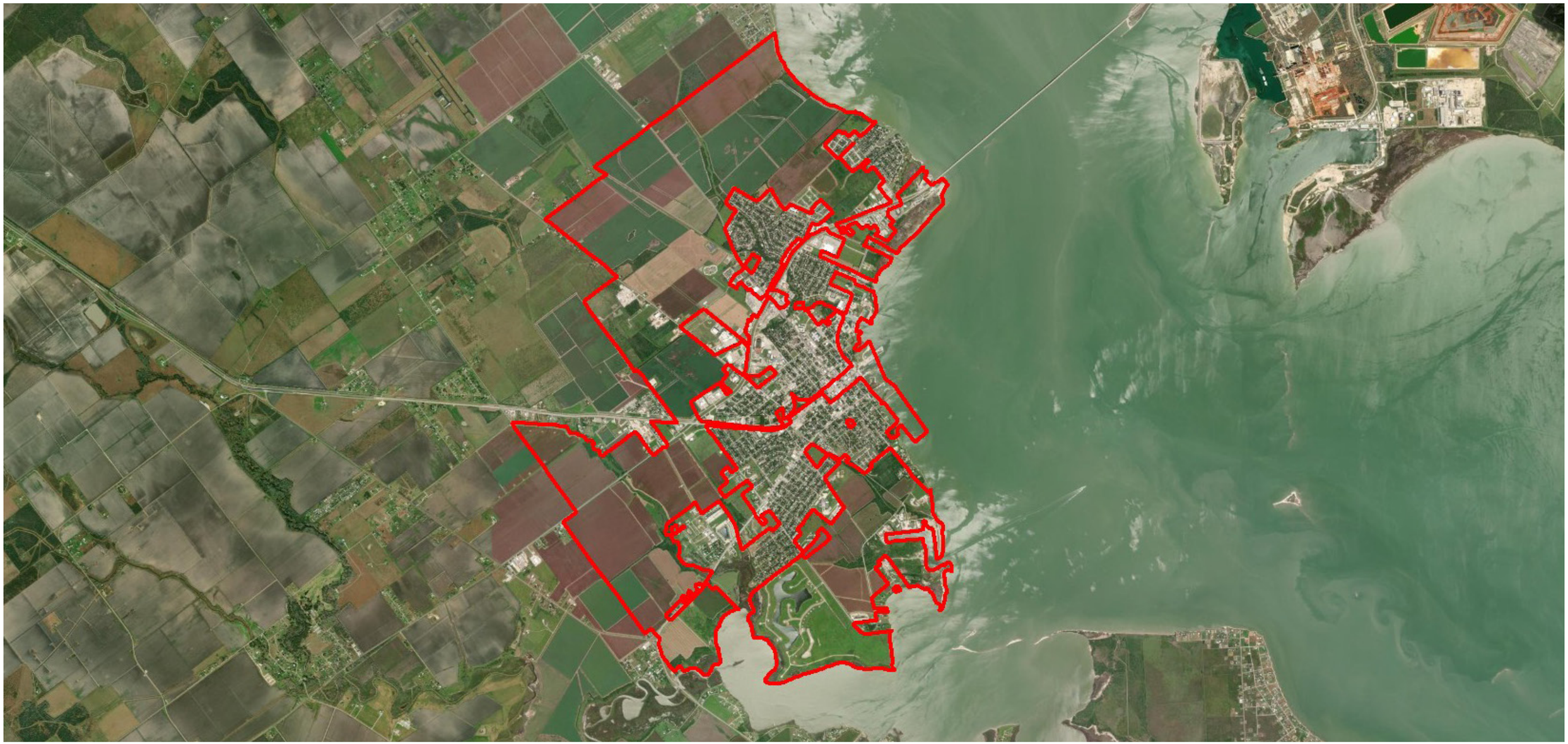


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- TIRZ Boundary 2
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- Project Costs 8
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- Terms and Conditions 17
- Appendix A 18

DISCLAIMER

The conclusions and recommendations of Pettit & Ayala Consulting (PAC) are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.





Port Lavaca is a city in Calhoun County, Texas. The population was 11,557 at the 2020 census. It is the county seat of Calhoun County and part of the Port Lavaca, Texas micropolitan statistical area. Port Lavaca is 130 miles southwest of Houston. The town is served by U.S. Highway 87, State highways 35 and 238, Farm roads 1090 and 3084, and the Southern Pacific line.

Port Lavaca is located near the center point of the 275-mile Texas Gulf Coast, offering visitors a wide variety of public park facilities, RV accommodations and excellent marinas. Its location provides unique advantages for industries such as fishing, tourism, energy, and more, while the city remains committed to fostering growth and attracting new businesses to the region.



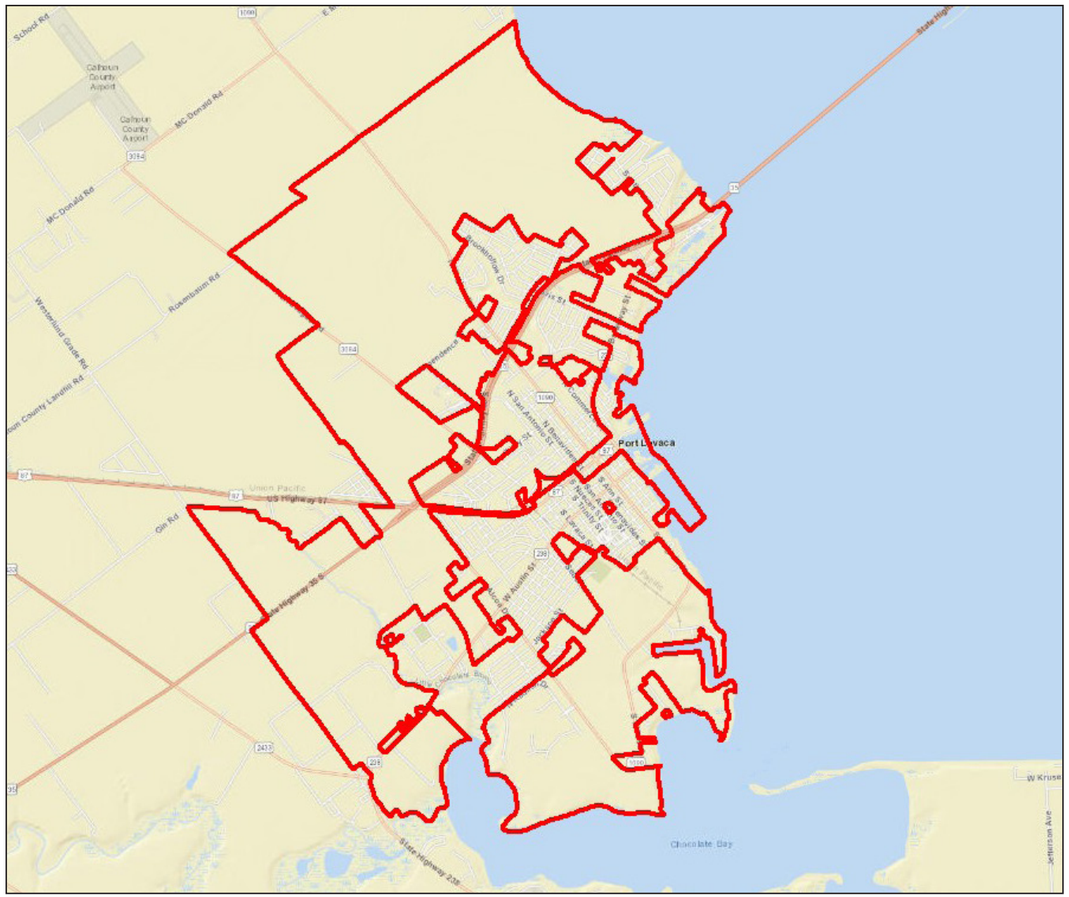


Tax Increment Reinvestment Zone #1, City of Port Lavaca

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 10, 2025 the City Council of the City of Port Lavaca, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance #S-6-25 designating a noncontiguous geographic area within the City limits and the City's extraterritorial jurisdiction as Reinvestment Zone Number One, City of Port Lavaca, Texas. The goal of Tax Increment Reinvestment Zone #1 (TIRZ #1) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of $121,370,779 in public improvements related to water, wastewater, public infrastructure, roadway and storm drainage, as well as open space and park facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Port Lavaca. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

The TIRZ consists of approximately 5,695 acres in three noncontiguous areas made up of various parcels identified in **Appendix A**. The noncontiguous areas are described in greater detail below:

Legal Description TIRZ #1

Area #1

Beginning at the northeast corner of Property ID 27911 at the point it meets the Lavaca Bay coast, following the coastline to the eastern corner of Property ID 28664, thence

South following the boundary of Property ID 28664, thence

Southeast following the boundary of Property ID 29257, thence

South along the boundary of Property ID 28782, thence

South along the boundary of Property ID 29552 to the point it meets the northern right of way boundary of State Highway 35, thence

West along the northern right of way boundary of State Highway 35 to the point it meets the southwest corner of Property ID 29097, thence

South across State Highway 35 to the northern boundary of Property ID 28983, thence

East along the boundary of Property ID 28983, continuing east along the boundaries of Property IDs 29094, 29173, 85415, 94514, thence

South to include Property ID 28958, thence

South across Broadway Street, thence

South along the boundary of Property ID 28982, thence

East along the northern boundary of Property ID 27897, thence

North and then east along the boundary of Property ID 29393, thence

North along the eastern right of way boundary of Roemer Road, thence

East along the southern right of way boundary of State Highway 35, thence

North across State Highway 35 to Property ID 28520, thence

Northeast to the coastline, thence

East to the northeast corner of Property ID 28614, thence

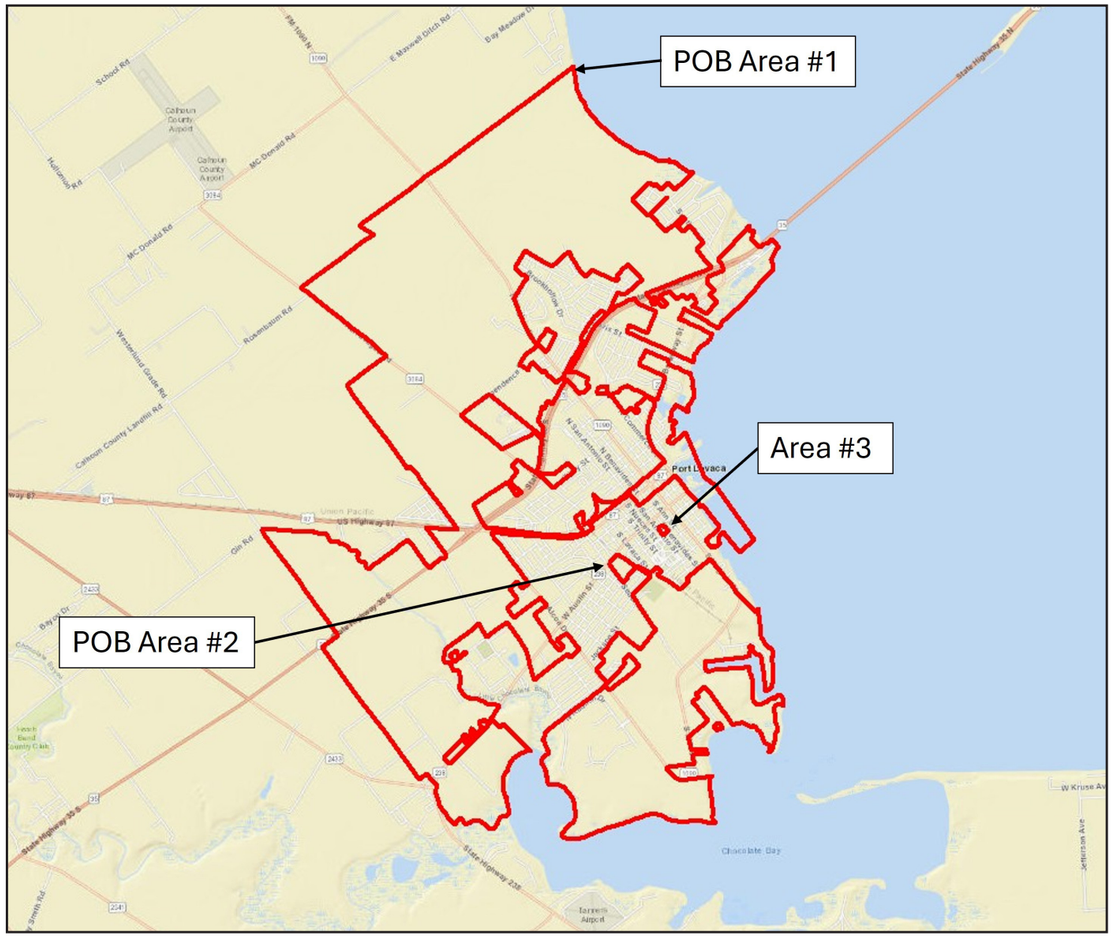
South along the eastern boundary of Property ID 28614 to the point it meets Property ID 28337, thence

South along the boundary of Property ID 28337, thence

South across State Highway 35 to Property ID 28361, thence

East along the boundary of Property ID 28361 to the coastline, continuing southwest along the coastline to the southwest corner of Property ID 27897, thence

Northwest along Property ID 27897 and Property ID 28982, thence



Legal Description TIRZ #1 (Continued)

Northwest across Broadway Street, thence

Southwest to Property ID 30019, thence

South across Broadway Street, thence

South along Property ID 30063 to the point it meets the coastline, thence

South to the southwest corner of Property ID 29901, thence

North along the western boundary of Property ID 29901, continuing north across Broadway Street, continuing north to the western corner of Property ID 29879, thence

East across Property ID 29879, 29954, and 29998 to the point it meets Property ID 30019, thence

North along the western boundary of Property ID 30019, thence

North across State Highway 35 to the southwest corner of Property ID 87273, thence

West along the northern right of way boundary of State Highway 35 to the point it meets the southwest corner of Property ID 38216, thence

South across State Highway 35 to Property ID 78270, thence

Southeast along Property ID 78270, continuing south along Property ID 38302 to the point it meets the eastern right of way boundary of N Virginia Street, thence

North across State Highway 35 to Property ID 38103, thence

West along the northern right of way boundary of State Highway 35 to the southwest corner of Property ID 94457, thence

West along the boundaries of Property IDs 75808, 37865, and 93965, thence

South along the boundary of Property IDs 76161, 38040 and 42059 to the point it meets the eastern right of way boundary of Sandcrab Boulevard, thence

North along the eastern right of way boundary of Sandcrab Boulevard, thence

West along the northern right of way boundary of Independence Drive, thence

South along the western right of way boundary of Half League Road, thence

East along the southern right of way boundary of Sandie Lane, thence

South along the western right of way boundary of Sandcrab Boulevard, thence

South along the northern right of way boundary of State Highway 35 to the point it meets Property ID 38066, thence

East across State Highway 35 to Property ID 38386, thence

East and south to include Property IDs 38386 and 38505, to the point the eastern corner of Property ID 38505 meets the northern right of way boundary of Tilley Street, thence

West along the northern right of way boundary of Tilley Street, thence

North along the eastern right of way boundary of FM 3084, thence

North across State highway 35 to the southern corner of Property ID 38066, thence

North along the eastern right of way boundary of Half League Road, thence

West across Half League Road to the eastern boundary Property ID 91615, thence

Southwest along the boundary of Property ID 91615, continuing west along the southern boundary of Property IDs 91616 and 91617 to the point Property ID 91617 meets the northern right of way boundary of State Highway 35, thence

South across State Highway 35 to the northern right of way boundary of W Main Street, thence

East along the northern right of way boundary of W Main Street to the point it meets Property ID 38625, thence

North to Property ID 19679, thence

North then east following the boundary of Property ID 19679 to the point it meets FM 3084, thence

South along the western right of way boundary of FM 3084 to the point it meets the southeast corner of Property ID 19679, thence

West across FM 3084, continuing west to the western boundary of Property ID 38326, thence

Northwest along the boundary of Property ID 38326, continuing north across W Mahan Street, thence

North and then south along the boundary of Property ID 38326, to the point it meets the southern right of way boundary of W Railroad Street, thence

East along the southern right of way boundary of W Railroad Street to the point it meets the eastern right of way boundary of N Commerce Street, thence

North along the eastern right of way boundary of N Commerce Street to the point it meets the northern corner of Property ID 66303, thence

West across Broadway Street, continuing west to the eastern corner of Property ID 38729, thence

West along the southern boundary of Property ID 38729, thence

South along the eastern boundary of Property ID 17916, thence

West along the boundary of Property ID 17916 to the eastern right of way boundary of n Commerce Street, thence

North along the eastern right of way boundary of N Commerce Street, thence

Northeast to include Property ID 20109, thence

South along the eastern right of way boundary of Houston Street to the point it meets the northwest corner of Property ID 17916, thence

East along the northern boundary of Property ID 17916, continuing southeast along the boundary of Property ID 38729, thence

Legal Description TIRZ #1 (Continued)

East across Broadway Street to the southwest corner of Property ID 27821, thence

North along the eastern right of way boundary of Broadway Street to the point it meets Property ID 19001, thence

West across Broadway Street to Property ID 29146, thence

Northwest along the western boundary of Property ID 29146, continuing northeast along the boundary of Property IDs 29146, 29174, 29204, 29453, 29472, and 29498, thence

Southeast along the boundary of Property ID 29498 to the point it meets Broadway Street, thence

East across Broadway Street to Property ID 28167, thence

East across the northern boundary of Property ID 28167 to the point it meets coastline, thence

South along the coastline to Property ID 41803, thence

West to Property ID 32090, thence

South and then west along Property IDs 32090, 31821, and 44063, thence

East across the northern boundary of Property ID 32090, continuing east to the western boundary of Property ID 41803, thence

North along the western boundary of Property ID 41803, continuing west to the eastern right of way boundary of S Commerce Street, thence

North along the eastern right of way boundary of S Commerce Street, thence

West along the northern right of way boundary of Live Oak Street, thence

North along the eastern right of way boundary of San Antonio Street to the point it meets the southwest corner of Property ID 56445, thence

West along the southern boundary of Property ID 56445, thence

Continuing west along the southern right of way boundary of the Union Pacific Railroad to the point it meets the northeast corner of Property ID 38625, thence

South along the eastern boundary of Property ID 38625 to the point it meets Main Street, thence

South across Main Street, continuing west along the southern right of way boundary of Main Street to the point it meets the western right of way boundary of Alcoa Drive, thence

South along the western right of way boundary of Alcoa Drive to the eastern corner of Property ID 40091, thence

South to include Property IDs 40091, 71377, 40479, 40462, 40322, and 40496, continuing south across W Austin Street, thence

South and then west to following the boundaries of Property IDs 40023, 40484, 39975, 40079, thence

North across W Austin Street to Property ID 40496, thence

North along the boundary of Property ID 40496, continuing north along the boundaries of Property IDs 40375, 40462, and 40479, thence

West along the southern boundary of Property ID 71377, thence

North along the eastern right of way boundary of County Road 101, thence

West across County Road 101 to Property ID 41012, thence

West and then south along Property IDs 41012, 20102884, and 40451, thence

Southwest along the boundaries of Property IDs 40451, 40480, 86377, and 82762, thence

South across State Highway 238 to Property ID 40389, thence

East across the southern right of way boundary of State Highway 238 to the point it meets the northeast corner of Property ID 40837, thence

South along Property ID 40837 to the point it meets the coastline, thence

South along the coastline to the point it meets Property ID 40389, thence

Southwest to include Property IDs 40389, 40425, 40446, and 40603, thence

North along the western boundary of Property ID 40603, thence

North across State Highway 238 and VFW Road to Property ID 40740, thence

North along the western boundaries of Property IDs 40740 and 20102884, thence

East across the northern boundary of Property ID 20102884, thence

North across State Highway 35 to Property ID 36425, thence

North along the western boundaries of Property IDs 36425 and 33702, continuing east along the boundary of Property IDs 33702, 36425, 36838, and 67721 to the point it meets the western right of way boundary of Mildred Drive, thence

South along the western right of way boundary of Mildred Drive to the point it meets the southern right of way boundary of State Highway 35, thence

East along the southern right of way boundary of State Highway 35, thence

North to the southwest corner of Property ID 36684, thence

North along the western boundary of Property ID 36684 to the southern right of way boundary of Main Street, thence

East along the southern right of way boundary of Main Street, thence

North across Main Street to the southwest corner of Property ID 91618, thence

North along the western boundaries of Property IDs 91618, 91621, 91622, 13476, and 37916, thence

Continuing east along the northern boundary of Property ID 37916 to the point it meets the western right of way boundary of Half League Road, thence

Legal Description TIRZ #1 (Continued)

East across Half League Road to the southwest corner of Property ID 92959, thence

North along the western right of way boundary of Half League Road to the point it meets the northwest corner of Property ID 37580, thence

East across the northern boundary of Property IDs 37580, 37289, and 20100671, thence

East across the northern boundary of Property ID 27911 to the point the northeast corner of Property ID 27911 meets the Lavaca Bay coast, which is the point of beginning.

Area #2

Beginning at the point the eastern right of way boundary of Seadrift Street meets the southern right of way boundary of W Austin Street, thence

East along the southern right of way boundary of W Austin Street to the point it meets the southern right of way boundary of the Union Pacific Railroad, thence

East along the southern right of way boundary of the Union Pacific Railroad to the point it meets the northern corner of Property ID 53568, thence

North across Lavaca Street to Property ID 18044, thence

North, east, and south following the boundary of Property ID 18044, thence

South across Lavaca Street to the northwest corner of Property ID 18055, thence

East across the northern boundary of Property ID 18055, continuing east along the southern right of way boundary of the Union Pacific Railroad, thence

Northeast across the Union Pacific Railroad to the northwest corner of Property ID 94026, thence

Northeast across the boundaries of Property IDs 94026 and 56797 to the point the northeast corner of Property ID 56797 meets the western right of way boundary S Virginia Street, thence

South along the western right of way boundary S Virginia Street to the point it meets the southeast corner of Property ID 38819, thence

Southeast to the northern corner of Property ID 90768, thence

South along the eastern boundaries of Property IDs 90768, 38494, and 38231 to the point the eastern boundary of Property of Property ID 38231 meets the coastline, thence

South along the coastline to the point it meets the southwest corner of Property ID 81505, thence

North along the western boundary of Property ID 81505 to the point it meets the eastern right of way boundary of Bredan Road, thence

West and south across Bredan Road, to the point the southern right of way boundary of Bredan Road meets the northeast corner of Property ID 37999, thence

South and then west along the boundary of Property ID 37999 to the point it meets the eastern right of way boundary of FM 1090, thence

West across FM 1090, thence

South along the western right of way boundary of FM 1090, thence

East across FM 1090 to include Property ID 31401, thence

Continuing south along the western right of way boundary of FM 1090 to the southeast corner of Property ID 52592, thence

West along the southern boundary Property ID 52592, continuing west across FM 1090, thence

South along the western right of way boundary of FM 1090 to the point it meets the northwest corner of Property ID 31826, thence

East along the northern boundary of Property ID 31826 to the point it meets the coastline, thence

South, then west, then north along the coastline to the point it meets the northwest corner of Property ID 78140, thence

North along the western boundaries of Property IDs 78139, 78138, 78137, 78136, 78135, 78134, 78133, 78132, and 78131, thence

East along the northern boundaries of Property IDs 78131, 80121, and 80120, thence

South along the eastern boundary of Property ID 80120, thence

East across Alcoa Drive to the northwest corner of Property ID 30730, thence

East along the northern boundary of Property ID 30730, continuing north along the western boundary of Property ID 39560, thence

Continuing north, then west, following the boundaries of Property IDs 39650, 39600, 10035, 39618, 39488, and 39504, continuing east along the northern boundaries of Property IDs 39560 and 57192 to the point it meets the western right of way boundary of Seadrift Street, thence

North along the western right of way boundary of Seadrift Street to the point it meets the northwest corner of Property ID 38739, thence

East along the northern boundary of Property ID 38739 to the point it meets the northeast corner of Property ID 38739, thence

West to the eastern corner of Property ID 50020, thence

Southwest along the boundary of Property ID 50020 to the point the southern corner of Property ID 50020 meets the eastern right of way boundary of Seadrift Street, thence

North along the eastern right of way boundary of Seadrift Street to the point the eastern right of way boundary of Seadrift Street meets the southern right of way boundary of W Austin Street, which is the point of beginning.

Area #3

Area #3 consists of Property ID 17282, which is described as PORT LAVACA ORIGINAL TOWNSITE, BLOCK 45, LOT 1 THRU 12.

Land Use

The land within the zone consists of improved land that is well positioned for future redevelopment and vacant land that is well positioned for new development. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is zoned for a variety of uses. The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Port Lavaca zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently various parcels within Tax Increment Reinvestment Zone #1, some of which are owned by the City of Port Lavaca. The 2025 estimated taxable base value of the property within the TIRZ is $105,319,343 for the City of Port Lavaca, and $110,356,893 for Calhoun County, but will need to be verified by the Calhoun County Appraisal District when the final 2025 values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Anticipated Development

The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

TIRZ #1				
Car Wash	7,500	2025	$200	$1,500,000
Commercial	3,393	2025	$200	$678,600
Hotel	61	2025	$125,000	$7,625,000
QSR	4,000	2025	$225	$900,000
Gas Station	13,500	2025	$225	$3,037,500
Restaurant	3,500	2026	$225	$787,500
Restaurant	5,000	2027	$225	$1,125,000
Single Family	8	2028	$295,000	$2,360,000
Light Industrial	300,000	2028	$50	$15,000,000
Multifamily	105	2028	$100,000	$10,500,000
QSR	3,500	2028	$225	$787,500
QSR	3,500	2030	$225	$787,500
Single Family	187	2030	$295,000	$55,066,667
Hotel	85	2030	$125,000	$10,625,000
Single Family	250	2032	$295,000	$73,750,000
Multifamily	325	2032	$100,000	$32,500,000
Light Industrial	250,000	2034	$50	$12,500,000
Total				**$229,530,267**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #1 that will be financed by in part by incremental real property tax generated within the TIRZ.

Potential Project Costs - TIRZ #1		
Water Facilities and Improvements	$ 12,137,078	10%
Sanitary Sewer Facilities and Improvements	$ 12,137,078	10%
Storm Water Facilities and Improvements	$ 12,137,078	10%
Transit/Parking Improvements	$ 3,641,123	3%
Street and Intersection Improvements	$ 30,342,695	25%
Open Space, Park and Recreation Facilities and Improvements	$ 6,068,539	5%
Economic Development Grants	$ 42,479,773	35%
Administrative Costs	$ 2,427,416	2%
Total	$ 121,370,779	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The scope of the projects and costs are estimates and may be revised, and are not meant to limit future TIRZ projects. Savings from one line item may be applied to a cost increase in another line item. The $121,370,779 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Port Lavaca will contribute 75% of the real property increment within the Zone. Subject to a separate interlocal agreement, Calhoun County may contribute 50% of its real property increment within the Zone. Subject to a separate interlocal agreement, Calhoun Port Authority may contribute 50% of its real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, PAC has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2025 Rates		Participation	
City of Port Lavaca	0.80000000	75%	0.6000000
Calhoun County	0.62220000	50%	0.3111000
Calhoun Port Authority	0.00050000	50%	0.0002500
Farm to Market & Lateral Road	0.00000000	0%	0.0000000
Calhoun County GWD	0.00670000	0%	0.0000000
Calhoun County ISD	0.77010000	0%	0.0000000
	2.19950000		**0.9113500**

Personal Property Tax - 2025 Rates		Participation	
City of Port Lavaca	0.80000000	0%	0.0000000
Calhoun County	0.62220000	0%	0.0000000
Calhoun Port Authority	0.00050000	0%	0.0000000
Farm to Market & Lateral Road	0.00000000	0%	0.0000000
Calhoun County GWD	0.00670000	0%	0.0000000
Calhoun County ISD	0.77010000	0%	0.0000000
	2.19950000		**0.0000000**

Sales Tax		Participation	
City	0.0150000	0.00%	0.0000000
County	0.0050000	0.00%	0.0000000
	0.0200000		**0.0000000**

TIRZ #1 : INPUT & OUTPUT

► ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Port Lavaca	0.80000000	75%	0.6000000
Calhoun County	0.62220000	50%	0.3111000
Calhoun Port Authority	0.00050000	50%	0.0002500
Farm to Market & Lateral Road	0.00000000	0%	0.0000000
Calhoun County GWD	0.00670000	0%	0.0000000
Calhoun County ISD	0.77010000	0%	0.0000000
	2.19950000		0.9113500

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Port Lavaca	0.80000000	0%	0.0000000
Calhoun County	0.62220000	0%	0.0000000
Calhoun Port Authority	0.00050000	0%	0.0000000
Farm to Market & Lateral Road	0.00000000	0%	0.0000000
Calhoun County GWD	0.00670000	0%	0.0000000
Calhoun County ISD	0.77010000	0%	0.0000000
	2.19950000		0.0000000

SALES TAX		PARTICIPATION	
City	0.0150000	0.00%	0.0000000
County	0.0050000	0.00%	0.0000000
	0.0200000		0.0000000

TIRZ #1

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Car Wash	2025	7,500	$ 200.00	$ 1,500,000	$ 15.00	$ 112,500	$ 50.00	$ 375,000
Commercial	2025	3,393	$ 200.00	$ 678,600	$ -	$ -		
Hotel	2025	61	$ 125,000.00	$ 7,625,000	$ -	$ -	$ -	$ -
QSR	2025	4,000	$ 225.00	$ 900,000	$ 50.00	$ 200,000	$ 500.00	$ 2,000,000
Gas Station	2025	13,500	$ 225.00	$ 3,037,500	$ 50.00	$ 675,000	$ 100.00	$ 1,350,000
Restaurant	2026	3,500	$ 225.00	$ 787,500	$ 50.00	$ 175,000	$ 300.00	$ 1,050,000
Restaurant	2027	5,000	$ 225.00	$ 1,125,000	$ 50.00	$ 250,000	$ 300.00	$ 1,500,000
Single Family	2028	8	$ 295,000.00	$ 2,360,000				
Light Industrial	2028	300,000	$ 50.00	$ 15,000,000	$ 50.00	$ 15,000,000	$ -	$ -
Multifamily	2028	105	$ 100,000.00	$ 10,500,000				
QSR	2028	3,500	$ 225.00	$ 787,500	$ 50.00	$ 175,000	$ 500.00	$ 1,750,000
QSR	2030	3,500	$ 225.00	$ 787,500	$ 50.00	$ 175,000	$ 500.00	$ 1,750,000
Single Family	2030	187	$ 295,000.00	$ 55,066,667				
Hotel	2030	85	$ 125,000.00	$ 10,625,000				
Single Family	2032	250	$ 295,000.00	$ 73,750,000				
Multifamily	2032	325	$ 100,000.00	$ 32,500,000				
Light Industrial	2034	250,000	$ 50.00	$ 12,500,000	$ 50.00	$ 12,500,000	$ -	$ -
	TOTAL			229,530,267		29,262,500		9,775,000

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Port Lavaca	*37.8%*	$ 105,049,635	=	$ 86,478,340	+	$ 11,030,974	+	$ 7,540,321
Calhoun County	*28.2%*	$ 78,351,309	=	$ 67,258,529	+	$ 8,579,340	+	$ 2,513,440
Calhoun Port Authority	*0.0%*	$ 60,943	=	$ 54,049	+	$ 6,894	+	$ -
Farm to Market & Lateral Road	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Calhoun County GWD	*0.3%*	$ 816,641	=	$ 724,256	+	$ 92,384	+	$ -
Calhoun County ISD	*33.7%*	$ 93,864,903	=	$ 83,246,212	+	$ 10,618,691	+	$ -
	100.0%	278,143,431		$ 237,761,385		$ 30,328,284		$ 10,053,761
		100.0%		*85.5%*		*10.9%*		*3.6%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Port Lavaca	*65.8%*	$ 64,858,755	=	$ 64,858,755	+	$ -	+	$ -
Calhoun County	*34.1%*	$ 33,629,264	=	$ 33,629,264	+	$ -	+	$ -
Calhoun Port Authority	*0.0%*	$ 27,024	=	$ 27,024	+	$ -	+	$ -
Farm to Market & Lateral Road	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Calhoun County GWD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Calhoun County ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	98,515,044		$ 98,515,044		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Port Lavaca	*22.4%*	$ 40,190,880	=	$ 21,619,585	+	$ 11,030,974	+	$ 7,540,321
Calhoun County	*24.9%*	$ 44,722,045	=	$ 33,629,264	+	$ 8,579,340	+	$ 2,513,440
Calhoun Port Authority	*0.0%*	$ 33,919	=	$ 27,024	+	$ 6,894	+	$ -
Farm to Market & Lateral Road	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Calhoun County GWD	*0.5%*	$ 816,641	=	$ 724,256	+	$ 92,384	+	$ -
Calhoun County ISD	*52.3%*	$ 93,864,903	=	$ 83,246,212	+	$ 10,618,691	+	$ -
	100.0%	179,628,387		$ 139,246,342		$ 30,328,284		$ 10,053,761
		100.0%		*77.5%*		*16.9%*		*5.6%*

Financial Feasibility Analysis - Development Worksheet

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055
Car Wash																															
Taxable Value Per Unit	$ 200	$ 207	$ 214	$ 222	$ 230	$ 238	$ 246	$ 254	$ 263	$ 273	$ 282	$ 292	$ 302	$ 313	$ 324	$ 335	$ 347	$ 359	$ 371	$ 385	$ 398	$ 412	$ 426	$ 441	$ 457	$ 473	$ 489	$ 506	$ 524	$ 542	$ 561
Cumulative Units	$ -	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500
Taxable Value	$ -	$ 1,552,500	$ 1,606,838	$ 1,663,077	$ 1,721,285	$ 1,781,529	$ 1,843,883	$ 1,908,419	$ 1,975,214	$ 2,044,346	$ 2,115,898	$ 2,189,955	$ 2,266,603	$ 2,345,934	$ 2,428,042	$ 2,513,023	$ 2,600,979	$ 2,692,013	$ 2,786,234	$ 2,883,752	$ 2,984,683	$ 3,089,147	$ 3,197,267	$ 3,309,172	$ 3,424,993	$ 3,544,867	$ 3,668,938	$ 3,797,351	$ 3,930,258	$ 4,067,817	$ 4,210,191
Commercial																															
Taxable Value Per SF	$ 200	$ 207	$ 214	$ 222	$ 230	$ 238	$ 246	$ 254	$ 263	$ 273	$ 282	$ 292	$ 302	$ 313	$ 324	$ 335	$ 347	$ 359	$ 371	$ 385	$ 398	$ 412	$ 426	$ 441	$ 457	$ 473	$ 489	$ 506	$ 524	$ 542	$ 561
Cumulative SF	-	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393	3,393
SF Taxable Value	$ -	$ 702,351	$ 726,933	$ 752,376	$ 778,709	$ 805,964	$ 834,173	$ 863,369	$ 893,587	$ 924,862	$ 957,232	$ 990,735	$ 1,025,411	$ 1,061,301	$ 1,098,446	$ 1,136,892	$ 1,176,683	$ 1,217,867	$ 1,260,492	$ 1,304,609	$ 1,350,271	$ 1,397,530	$ 1,446,444	$ 1,497,069	$ 1,549,467	$ 1,603,698	$ 1,659,827	$ 1,717,921	$ 1,778,049	$ 1,840,280	$ 1,904,690
Hotel																															
Taxable Value Per SF	$ 125,000	$ 129,375	$ 133,903	$ 138,590	$ 143,440	$ 148,461	$ 153,657	$ 159,035	$ 164,601	$ 170,362	$ 176,325	$ 182,496	$ 188,884	$ 195,495	$ 202,337	$ 209,419	$ 216,748	$ 224,334	$ 232,186	$ 240,313	$ 248,724	$ 257,429	$ 266,439	$ 275,764	$ 285,416	$ 295,406	$ 305,745	$ 316,446	$ 327,521	$ 338,985	$ 350,849
Cumulative SF	-	61	61	61	61	61	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146	146
SF Taxable Value	$ -	$ 7,891,875	$ 8,168,091	$ 8,453,974	$ 8,749,863	$ 9,056,108	$ 22,433,910	$ 23,219,097	$ 24,031,765	$ 24,872,877	$ 25,743,427	$ 26,644,447	$ 27,577,003	$ 28,542,198	$ 29,541,175	$ 30,575,116	$ 31,645,245	$ 32,752,829	$ 33,899,178	$ 35,085,649	$ 36,313,647	$ 37,584,624	$ 38,900,086	$ 40,261,589	$ 41,670,745	$ 43,129,221	$ 44,638,744	$ 46,201,100	$ 47,818,138	$ 49,491,773	$ 51,223,985
QSR																															
Taxable Value Per SF	$ 225	$ 233	$ 241	$ 249	$ 258	$ 267	$ 277	$ 286	$ 296	$ 307	$ 317	$ 328	$ 340	$ 352	$ 364	$ 377	$ 390	$ 404	$ 418	$ 433	$ 448	$ 463	$ 480	$ 496	$ 514	$ 532	$ 550	$ 570	$ 590	$ 610	$ 632
Cumulative SF	-	4,000	4,000	4,000	7,500	7,500	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
SF Taxable Value	$ -	$ 931,500	$ 964,103	$ 997,846	$ 1,936,445	$ 2,004,221	$ 3,042,407	$ 3,148,891	$ 3,259,102	$ 3,373,171	$ 3,491,232	$ 3,613,425	$ 3,739,895	$ 3,870,791	$ 4,006,269	$ 4,146,488	$ 4,291,615	$ 4,441,822	$ 4,597,286	$ 4,758,191	$ 4,924,727	$ 5,097,093	$ 5,275,491	$ 5,460,133	$ 5,651,238	$ 5,849,031	$ 6,053,747	$ 6,265,629	$ 6,484,926	$ 6,711,898	$ 6,946,814
Gas Station																															
Taxable Value Per SF	$ 225	$ 233	$ 241	$ 249	$ 258	$ 267	$ 277	$ 286	$ 296	$ 307	$ 317	$ 328	$ 340	$ 352	$ 364	$ 377	$ 390	$ 404	$ 418	$ 433	$ 448	$ 463	$ 480	$ 496	$ 514	$ 532	$ 550	$ 570	$ 590	$ 610	$ 632
Cumulative SF	$ -	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500	$ 13,500
SF Taxable Value	$ -	$ 3,143,813	$ 3,253,846	$ 3,367,731	$ 3,485,601	$ 3,607,597	$ 3,733,863	$ 3,864,548	$ 3,999,807	$ 4,139,801	$ 4,284,694	$ 4,434,658	$ 4,589,871	$ 4,750,517	$ 4,916,785	$ 5,088,872	$ 5,266,983	$ 5,451,327	$ 5,642,123	$ 5,839,598	$ 6,043,984	$ 6,255,523	$ 6,474,466	$ 6,701,073	$ 6,935,610	$ 7,178,357	$ 7,429,599	$ 7,689,635	$ 7,958,772	$ 8,237,329	$ 8,525,636
Restaurant																															
Taxable Value Per SF	$ 225	$ 233	$ 241	$ 249	$ 258	$ 267	$ 277	$ 286	$ 296	$ 307	$ 317	$ 328	$ 340	$ 352	$ 364	$ 377	$ 390	$ 404	$ 418	$ 433	$ 448	$ 463	$ 480	$ 496	$ 514	$ 532	$ 550	$ 570	$ 590	$ 610	$ 632
Cumulative SF	-	3,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
SF Taxable Value	$ -	$ 843,590	$ 2,120,423	$ 2,194,638	$ 2,271,450	$ 2,350,951	$ 2,433,234	$ 2,518,397	$ 2,606,541	$ 2,697,770	$ 2,792,192	$ 2,889,919	$ 2,991,066	$ 3,095,753	$ 3,204,105	$ 3,316,248	$ 3,432,317	$ 3,552,448	$ 3,676,784	$ 3,805,471	$ 3,938,663	$ 4,076,516	$ 4,219,194	$ 4,366,866	$ 4,519,706	$ 4,677,896	$ 4,841,622	$ 5,011,079	$ 5,186,467	$ 5,367,993
Single Family																															
Taxable Value Per Unit	$ 295,000	$ 305,325	$ 316,011	$ 327,072	$ 338,519	$ 350,367	$ 362,630	$ 375,322	$ 388,459	$ 402,055	$ 416,127	$ 430,691	$ 445,765	$ 461,367	$ 477,515	$ 494,228	$ 511,526	$ 529,429	$ 547,959	$ 567,138	$ 586,988	$ 607,532	$ 628,796	$ 650,804	$ 673,582	$ 697,157	$ 721,558	$ 746,812	$ 772,951	$ 800,004	$ 828,004
Cumulative Units	-	-	-	-	8	8	195	195	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445	445
SF Taxable Value	$ -	$ -	$ -	$ -	$ 2,708,154	$ 2,802,940	$ 70,592,036	$ 73,062,757	$ 172,734,620	$ 178,780,332	$ 185,037,643	$ 191,513,961	$ 198,216,950	$ 205,154,543	$ 212,334,952	$ 219,766,675	$ 227,458,509	$ 235,419,557	$ 243,659,241	$ 252,187,314	$ 261,013,870	$ 270,149,356	$ 279,604,583	$ 289,390,744	$ 299,519,420	$ 310,002,600	$ 320,852,691	$ 332,082,535	$ 343,705,423	$ 355,735,113	$ 368,185,842
Light Industrial																															
Taxable Value Per Unit	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
Cumulative Units					300,000	300,000	300,000	300,000	300,000	300,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
SF Taxable Value	$ -	$ -	$ -	$ -	$ 17,212,845	$ 17,815,295	$ 18,438,830	$ 19,084,189	$ 19,752,136	$ 20,443,460	$ 38,791,466	$ 40,149,167	$ 41,554,388	$ 43,008,792	$ 44,514,099	$ 46,072,093	$ 47,684,616	$ 49,353,578	$ 51,080,953	$ 52,868,786	$ 54,719,194	$ 56,634,366	$ 58,616,568	$ 60,668,148	$ 62,791,533	$ 64,989,237	$ 67,263,860	$ 69,618,095	$ 72,054,729	$ 74,576,644	$ 77,186,827
Multifamily																															
Taxable Value Per Unit	$ 100,000	$ 103,500	$ 107,123	$ 110,872	$ 114,752	$ 118,769	$ 122,926	$ 127,228	$ 131,681	$ 136,290	$ 141,060	$ 145,997	$ 151,107	$ 156,396	$ 161,869	$ 167,535	$ 173,399	$ 179,468	$ 185,749	$ 192,250	$ 198,979	$ 205,943	$ 213,151	$ 220,611	$ 228,333	$ 236,324	$ 244,596	$ 253,157	$ 262,017	$ 271,188	$ 280,679
Cumulative Units					105	105	105	105	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430	430
SF Taxable Value	$ -	$ -	$ -	$ -	$ 12,048,992	$ 12,470,706	$ 12,907,181	$ 13,358,932	$ 56,622,789	$ 58,604,586	$ 60,655,747	$ 62,778,698	$ 64,975,952	$ 67,250,111	$ 69,603,864	$ 72,040,000	$ 74,561,400	$ 77,171,049	$ 79,872,035	$ 82,667,557	$ 85,560,921	$ 88,555,553	$ 91,654,998	$ 94,862,923	$ 98,183,125	$ 101,619,534	$ 105,176,218	$ 108,857,386	$ 112,667,394	$ 116,610,753	$ 120,692,129
REAL PROPERTY	***Taxable Value***	***14,222,039***	***15,563,400***	***17,355,426***	***50,836,531***	***52,615,810***	***136,177,233***	***140,943,436***	***285,787,416***	***295,789,976***	***323,775,110***	***335,107,239***	***346,835,992***	***358,975,252***	***371,539,385***	***384,543,264***	***398,002,278***	***411,932,358***	***426,349,990***	***441,272,240***	***456,716,768***	***472,701,855***	***489,246,420***	***506,370,045***	***524,092,997***	***542,436,251***	***561,421,520***	***581,071,273***	***601,408,768***	***622,458,075***	***644,244,108***
	PV																														GROSS
City of Port Lavaca	-	113,776	124,507	138,843	406,692	420,926	1,089,418	1,127,547	2,286,299	2,366,320	2,590,201	2,680,858	2,774,688	2,871,802	2,972,315	3,076,346	3,184,018	3,295,459	3,410,800	3,530,178	3,653,734	3,781,615	3,913,971	4,050,960	4,192,744	4,339,490	4,491,372	4,648,570	4,811,270	4,979,665	5,153,953	**86,478,340**
Calhoun County	-	88,490	96,835	107,985	316,305	327,376	847,266	876,950	1,778,169	1,840,405	2,014,529	2,085,037	2,158,014	2,233,544	2,311,718	2,392,628	2,476,370	2,563,043	2,652,750	2,745,596	2,841,692	2,941,151	3,044,091	3,150,634	3,260,907	3,375,038	3,493,165	3,615,425	3,741,965	3,872,934	4,008,487	**67,258,529**
Calhoun Port Authority	-	71	78	87	254	263	681	705	1,429	1,479	1,619	1,676	1,734	1,795	1,858	1,923	1,990	2,060	2,132	2,206	2,284	2,364	2,446	2,532	2,620	2,712	2,807	2,905	3,007	3,112	3,221	**54,049**
Farm to Market & Lateral Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Calhoun County GWD	-	953	1,043	1,163	3,406	3,525	9,124	9,443	19,148	19,818	21,693	22,452	23,238	24,051	24,893	25,764	26,666	27,599	28,565	29,565	30,600	31,671	32,780	33,927	35,114	36,343	37,615	38,932	40,294	41,705	43,164	**724,256**
Calhoun County ISD	-	109,524	119,854	133,654	391,492	405,194	1,048,701	1,085,405	2,200,849	2,277,879	2,493,392	2,580,661	2,670,984	2,764,468	2,861,225	2,961,368	3,065,016	3,172,291	3,283,321	3,398,238	3,517,176	3,640,277	3,767,687	3,899,556	4,036,040	4,177,302	4,323,507	4,474,830	4,631,449	4,793,550	4,961,324	**83,246,212**
Total	-	***312,814***	***342,317***	***387,733***	***1,118,150***	***1,157,285***	***2,995,218***	***3,100,051***	***6,285,894***	***6,505,901***	***7,121,434***	***7,370,684***	***7,628,658***	***7,895,661***	***8,172,009***	***8,458,029***	***8,754,060***	***9,060,452***	***9,377,568***	***9,705,783***	***10,045,485***	***10,397,077***	***10,760,975***	***11,137,609***	***11,527,425***	***11,930,885***	***12,348,466***	***12,780,663***	***13,227,986***	***13,690,965***	***14,170,149***	***217,671,335***
PERSONAL PROPERTY																															
Car Wash																															
Taxable Value Per Unit	$ 15	$ 16	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19	$ 20	$ 20	$ 21	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 27	$ 28	$ 29	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 37	$ 38	$ 39	$ 41	$ 42
Cumulative Units	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Taxable Value	$ -	$ 116,438	$ 120,513	$ 124,731	$ 129,096	$ 133,615	$ 138,291	$ 143,131	$ 148,141	$ 153,326	$ 158,692	$ 164,247	$ 169,995	$ 175,945	$ 182,103	$ 188,477	$ 195,073	$ 201,901	$ 208,968	$ 216,281	$ 223,851	$ 231,686	$ 239,795	$ 248,188	$ 256,874	$ 265,865	$ 275,170	$ 284,801	$ 294,769	$ 305,086	$ 315,764
QSR																															
Taxable Value Per SF	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
Cumulative SF	-	4,000	4,000	4,000	7,500	7,500	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
SF Taxable Value	$ -	$ 207,000	$ 214,245	$ 221,744	$ 430,321	$ 445,382	$ 676,090	$ 699,754	$ 724,245	$ 749,594	$ 775,829	$ 802,983	$ 831,088	$ 860,176	$ 890,282	$ 921,442	$ 953,692	$ 987,072	$ 1,021,619	$ 1,057,376	$ 1,094,384	$ 1,132,687	$ 1,172,331	$ 1,213,363	$ 1,255,831	$ 1,299,785	$ 1,345,277	$ 1,392,362	$ 1,441,095	$ 1,491,533	$ 1,543,737
Gas Station																															
Taxable Value Per SF	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
Cumulative SF	-	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500
SF Taxable Value	$ -	$ 698,625	$ 723,077	$ 748,385	$ 774,578	$ 801,688	$ 829,747	$ 858,789	$ 888,846	$ 919,956	$ 952,154	$ 985,479	$ 1,019,971	$ 1,055,670	$ 1,092,619	$ 1,130,860	$ 1,170,441	$ 1,211,406	$ 1,253,805	$ 1,297,688	$ 1,343,107	$ 1,390,116	$ 1,438,770	$ 1,489,127	$ 1,541,247	$ 1,595,190	$ 1,651,022	$ 1,708,808	$ 1,768,616	$ 1,830,518	$ 1,894,586
Restaurant																															
Taxable Value Per SF	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
Cumulative SF	-	3,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
SF Taxable Value	$ -	$ 187,464	$ 471,205	$ 487,697	$ 504,767	$ 522,434	$ 540,719	$ 559,644	$ 579,231	$ 599,504	$ 620,487	$ 642,204	$ 664,681	$ 687,945	$ 712,023	$ 736,944	$ 762,737	$ 789,433	$ 817,063	$ 845,660	$ 875,258	$ 905,892	$ 937,599	$ 970,415	$ 1,004,379	$ 1,039,532	$ 1,075,916	$ 1,113,573	$ 1,152,548	$ 1,192,887
Light Industrial																															
Taxable Value Per Unit	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
Cumulative Units	-	-	-	-	300,000	300,000	300,000	300,000	300,000	300,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Taxable Value	***1,022,063***	***1,245,299***	***1,566,064***	***19,034,538***	***19,700,747***	***20,605,392***	***21,326,581***	***22,073,011***	***22,845,567***	***41,277,646***	***42,722,364***	***44,217,647***	***45,765,264***	***47,367,048***	***49,024,895***	***50,740,766***	***52,516,693***	***54,354,778***	***56,257,195***	***58,226,197***	***60,264,113***	***62,373,357***	***64,556,425***	***66,815,900***	***69,154,456***	***71,574,862***	***74,079,983***	***76,672,782***	***79,356,329***	***82,133,801***
	PV																														GROSS
City of Port Lavaca	-	8,177	9,962	12,529	152,276	157,606	164,843	170,613	176,584	182,765	330,221	341,779	353,741	366,122	378,936	392,199	405,926	420,134	434,838	450,058	465,810	482,113	498,987	516,451	534,527	553,236	572,599	592,640	613,382	634,851	657,070	**11,030,974**
Calhoun County	-	6,359	7,748	9,744	118,433	122,578	128,207	132,694	137,338	142,145	256,830	265,819	275,122	284,751	294,718	305,033	315,709	326,759	338,195	350,032	362,283	374,963	388,087	401,670	415,729	430,279	445,339	460,926	477,058	493,755	511,037	**8,579,340**
Calhoun Port Authority	-	5	6	8	95	99	103	107	110	114	206	214	221	229	237	245	254	263	272	281	291	301	312	323	334	346	358	370	383	397	411	**6,894**
Farm to Market & Lateral Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Calhoun County GWD	-	68	83	105	1,275	1,320	1,381	1,429	1,479	1,531	2,766	2,862	2,963	3,066	3,174	3,285	3,400	3,519	3,642	3,769	3,901	4,038	4,179	4,325	4,477	4,633	4,796	4,963	5,137	5,317	5,503	**92,384**
Calhoun County ISD	-	7,871	9,590	12,060	146,585	151,715	158,682	164,236	169,984	175,934	317,879	329,005	340,520	352,438	364,774	377,541	390,755	404,431	418,586	433,237	448,400	464,094	480,337	497,149	514,549	532,558	551,198	570,490	590,457	611,123	632,512	**10,618,691**
Total	-	***22,480***	***27,390***	***34,446***	***418,665***	***433,318***	***453,216***	***469,078***	***485,496***	***502,488***	***907,902***	***939,679***	***972,567***	***1,006,607***	***1,041,838***	***1,078,303***	***1,116,043***	***1,155,105***	***1,195,533***	***1,237,377***	***1,280,685***	***1,325,509***	***1,371,902***	***1,419,919***	***1,469,616***	***1,521,052***	***1,574,289***	***1,629,389***	***1,686,418***	***1,745,442***	***1,806,533***	***303,720,294***
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Car Wash	Sales PSF	$ 50	$ 52	$ 54	$ 55	$ 57	$ 59	$ 61	$ 64	$ 66	$ 68	$ 71	$ 73	$ 76	$ 78	$ 81	$ 84	$ 87	$ 90	$ 93	$ 96	$ 99	$ 103	$ 107	$ 110	$ 114	$ 118	$ 122	$ 127	$ 131	$ 136	$ 140
	Cumulative SF	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
	Taxable Value	$ -	$ 388,125	$ 401,709	$ 415,769	$ 430,321	$ 445,382	$ 460,971	$ 477,105	$ 493,803	$ 511,087	$ 528,975	$ 547,489	$ 566,651	$ 586,484	$ 607,010	$ 628,256	$ 650,245	$ 673,003	$ 696,558	$ 720,938	$ 746,171	$ 772,287	$ 799,317	$ 827,293	$ 856,248	$ 886,217	$ 917,234	$ 949,338	$ 982,564	$ 1,016,954	$ 1,052,548
QSR	Sales PSF	$ 500	$ 518	$ 536	$ 554	$ 574	$ 594	$ 615	$ 636	$ 658	$ 681	$ 705	$ 730	$ 756	$ 782	$ 809	$ 838	$ 867	$ 897	$ 929	$ 961	$ 995	$ 1,030	$ 1,066	$ 1,103	$ 1,142	$ 1,182	$ 1,223	$ 1,266	$ 1,310	$ 1,356	$ 1,403
	Cumulative SF	-	4,000	4,000	4,000	7,500	7,500	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
	Taxable Value	$ -	$ 2,070,000	$ 2,142,450	$ 2,217,436	$ 4,303,211	$ 4,453,824	$ 6,760,904	$ 6,997,536	$ 7,242,450	$ 7,495,935	$ 7,758,293	$ 8,029,833	$ 8,310,878	$ 8,601,758	$ 8,902,820	$ 9,214,419	$ 9,536,923	$ 9,870,716	$ 10,216,191	$ 10,573,757	$ 10,943,839	$ 11,326,873	$ 11,723,314	$ 12,133,630	$ 12,558,307	$ 12,997,847	$ 13,452,772	$ 13,923,619	$ 14,410,946	$ 14,915,329	$ 15,437,366
Gas Station	Sales PSF	$ 100	$ 104	$ 107	$ 111	$ 115	$ 119	$ 123	$ 127	$ 132	$ 136	$ 141	$ 146	$ 151	$ 156	$ 162	$ 168	$ 173	$ 179	$ 186	$ 192	$ 199	$ 206	$ 213	$ 221	$ 228	$ 236	$ 245	$ 253	$ 262	$ 271	$ 281
	Cumulative SF	-	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500
	Taxable Value	$ -	$ 1,397,250	$ 1,446,154

Financial Feasibility Analysis - Development Worksheet

PARTICIPATION																													
REAL PROPERTY	***Taxable Value***	-	***14,222,039***	***15,563,400***	***17,355,426***	***50,836,531***	***52,615,810***	***136,177,233***	***140,943,436***	***285,787,416***	***295,789,976***	***323,775,110***	***335,107,239***	***346,835,992***	***358,975,252***	***371,539,385***	***384,543,264***	***398,002,278***	***411,932,358***	***426,349,990***	***441,272,240***	***456,716,768***	***472,701,855***	***489,246,420***	***506,370,045***	***524,092,997***	***542,436,251***	***561,421,520***	***581,071,273***	***601,408,768***	***622,458,075***	***644,244,108***	
	PV																													GROSS
City of Port Lavaca		-	85,332	93,380	104,133	305,019	315,695	817,063	845,661	1,714,724	1,774,740	1,942,651	2,010,643	2,081,016	2,153,852	2,229,236	2,307,260	2,388,014	2,471,594	2,558,100	2,647,633	2,740,301	2,836,211	2,935,479	3,038,220	3,144,558	3,254,618	3,368,529	3,486,428	3,608,453	3,734,748	3,865,465	**64,858,755**
Calhoun County		-	44,245	48,418	53,993	158,152	163,688	423,647	438,475	889,085	920,203	1,007,264	1,042,519	1,079,007	1,116,772	1,155,859	1,196,314	1,238,185	1,281,522	1,326,375	1,372,798	1,420,846	1,470,575	1,522,046	1,575,317	1,630,453	1,687,519	1,746,582	1,807,713	1,870,983	1,936,467	2,004,243	**33,629,264**
Calhoun Port Authority		-	36	39	43	127	132	340	352	714	739	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,404	1,453	1,504	1,556	1,611	**27,024**
Farm to Market & Lateral Road		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County GWD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total		-	***129,613***	***141,837***	***158,169***	***463,299***	***479,514***	***1,241,051***	***1,284,488***	***2,604,524***	***2,695,682***	***2,950,724***	***3,054,000***	***3,160,890***	***3,271,521***	***3,386,024***	***3,504,535***	***3,627,194***	***3,754,146***	***3,885,541***	***4,021,535***	***4,162,288***	***4,307,968***	***4,458,747***	***4,614,803***	***4,776,322***	***4,943,493***	***5,116,515***	***5,295,593***	***5,480,939***	***5,672,772***	***5,871,319***	***98,515,044***
PERSONAL PROPERTY	*Taxable Value*	-	*1,022,063*	*1,245,299*	*1,566,064*	*19,034,538*	*19,700,747*	*20,605,392*	*21,326,581*	*22,073,011*	*22,845,567*	*41,277,646*	*42,722,354*	*44,217,647*	*45,765,264*	*47,367,048*	*49,024,895*	*50,740,766*	*52,516,693*	*54,354,778*	*56,257,195*	*58,226,197*	*60,264,113*	*62,373,357*	*64,556,425*	*66,815,900*	*69,154,456*	*71,574,862*	*74,079,983*	*76,672,782*	*79,356,329*	*82,133,801*	
	PV																													GROSS
City of Port Lavaca		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun Port Authority		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Farm to Market & Lateral Road		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County GWD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
SALES TAX	*Taxable Value*	-	*3,855,375*	*5,115,099*	*6,957,205*	*9,208,872*	*9,531,183*	*12,015,971*	*12,436,530*	*12,871,808*	*13,322,322*	*13,788,603*	*14,271,204*	*14,770,696*	*15,287,670*	*15,822,739*	*16,376,535*	*16,949,714*	*17,542,954*	*18,156,957*	*18,792,450*	*19,450,186*	*20,130,943*	*20,835,526*	*21,564,769*	*22,319,536*	*23,100,720*	*23,909,245*	*24,746,068*	*25,612,181*	*26,508,607*	*27,436,408*	
City		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
	PV																													GROSS
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
SUMMARY																																	
	PV																													GROSS
City of Port Lavaca		-	85,332	93,380	104,133	305,019	315,695	817,063	845,661	1,714,724	1,774,740	1,942,651	2,010,643	2,081,016	2,153,852	2,229,236	2,307,260	2,388,014	2,471,594	2,558,100	2,647,633	2,740,301	2,836,211	2,935,479	3,038,220	3,144,558	3,254,618	3,368,529	3,486,428	3,608,453	3,734,748	3,865,465	**64,858,755**
Calhoun County		-	44,245	48,418	53,993	158,152	163,688	423,647	438,475	889,085	920,203	1,007,264	1,042,519	1,079,007	1,116,772	1,155,859	1,196,314	1,238,185	1,281,522	1,326,375	1,372,798	1,420,846	1,470,575	1,522,046	1,575,317	1,630,453	1,687,519	1,746,582	1,807,713	1,870,983	1,936,467	2,004,243	**33,629,264**
Calhoun Port Authority		-	36	39	43	127	132	340	352	714	739	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,404	1,453	1,504	1,556	1,611	**27,024**
Farm to Market & Lateral Road		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County GWD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total		-	***129,613***	***141,837***	***158,169***	***463,299***	***479,514***	***1,241,051***	***1,284,488***	***2,604,524***	***2,695,682***	***2,950,724***	***3,054,000***	***3,160,890***	***3,271,521***	***3,386,024***	***3,504,535***	***3,627,194***	***3,754,146***	***3,885,541***	***4,021,535***	***4,162,288***	***4,307,968***	***4,458,747***	***4,614,803***	***4,776,322***	***4,943,493***	***5,116,515***	***5,295,593***	***5,480,939***	***5,672,772***	***5,871,319***	***98,515,044***
TOTAL TAX REVENUE - PARTICIPATION + NET BENEFIT																																	
SUMMARY																																	
	PV																													GROSS
City of Port Lavaca		-	94,451	117,816	151,597	392,082	405,805	617,437	639,047	941,236	974,179	1,184,600	1,226,061	1,268,974	1,313,388	1,359,356	1,406,934	1,456,176	1,507,143	1,559,893	1,614,489	1,670,996	1,729,481	1,790,013	1,852,663	1,917,506	1,984,619	2,054,081	2,125,973	2,200,383	2,277,396	2,357,105	**46,190,880**
Calhoun County		-	50,604	56,166	63,737	276,585	286,266	551,854	571,169	1,026,423	1,062,348	1,264,094	1,308,337	1,354,129	1,401,523	1,450,577	1,501,347	1,553,894	1,608,280	1,664,570	1,722,830	1,783,129	1,845,539	1,910,133	1,976,987	2,046,182	2,117,798	2,191,921	2,268,638	2,348,041	2,430,222	2,515,280	**42,208,604**
Calhoun Port Authority		-	41	45	51	222	230	443	459	825	854	1,016	1,051	1,088	1,126	1,166	1,206	1,249	1,292	1,338	1,384	1,433	1,483	1,535	1,589	1,644	1,702	1,761	1,823	1,887	1,953	2,021	**33,919**
Farm to Market & Lateral Road		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Calhoun County GWD		-	1,021	1,126	1,268	4,681	4,845	10,504	10,872	20,627	21,349	24,459	25,315	26,201	27,118	28,067	29,049	30,066	31,118	32,207	33,334	34,501	35,709	36,959	38,252	39,591	40,977	42,411	43,895	45,431	47,022	48,667	**816,641**
Calhoun County ISD		-	117,395	129,444	145,714	538,077	556,910	1,207,383	1,249,641	2,370,833	2,453,812	2,811,271	2,909,666	3,011,504	3,116,907	3,225,998	3,338,908	3,455,770	3,576,722	3,701,907	3,831,474	3,965,576	4,104,371	4,248,024	4,396,705	4,550,589	4,709,860	4,874,705	5,045,320	5,221,906	5,404,673	5,593,836	**93,864,903**
County		-	19,277	25,575	34,786	46,044	47,656	60,080	62,183	64,359	66,612	68,943	71,356	73,853	76,438	79,114	81,883	84,749	87,715	90,785	93,962	97,251	100,655	104,178	107,824	111,598	115,504	119,546	123,730	128,061	132,543	137,182	**2,513,440**
Total		-	***263,512***	***304,597***	***362,368***	***1,211,649***	***1,254,056***	***2,387,622***	***2,471,189***	***4,359,944***	***4,512,542***	***5,285,440***	***5,470,430***	***5,661,895***	***5,860,062***	***6,065,164***	***6,277,445***	***6,497,155***	***6,724,556***	***6,959,915***	***7,203,512***	***7,455,635***	***7,716,582***	***7,986,663***	***8,266,196***	***8,555,513***	***8,854,956***	***9,164,879***	***9,485,650***	***9,817,648***	***10,161,265***	***10,516,910***	***178,626,387***

HOT Generated

Revenue Year		0 2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039
Hotel Rooms		0	61	61	61	61	61	61	61	61	61	61	61	61	61	61
Occupancy		0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265
# of Occupied Rooms		-	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586
Average Daily Rate		$ 150.00	$ 155.25	$ 160.68	$ 166.31	$ 172.13	$ 178.15	$ 184.39	$ 190.84	$ 197.52	$ 204.43	$ 211.59	$ 219.00	$ 226.66	$ 234.59	$ 242.80
Annual Taxable Revenue		$ -	$ 2,419,649	$ 2,504,337	$ 2,591,988	$ 2,682,708	$ 2,776,603	$ 2,873,784	$ 2,974,366	$ 3,078,469	$ 3,186,216	$ 3,297,733	$ 3,413,154	$ 3,532,614	$ 3,656,256	$ 3,784,225
City Tax Rate	7%	$ -	$ 169,375	$ 175,304	$ 181,439	$ 187,790	$ 194,362	$ 201,165	$ 208,206	$ 215,493	$ 223,035	$ 230,841	$ 238,921	$ 247,283	$ 255,938	$ 264,896
State Tax Rate	6%	$ -	$ 145,179	$ 150,260	$ 155,519	$ 160,962	$ 166,596	$ 172,427	$ 178,462	$ 184,708	$ 191,173	$ 197,864	$ 204,789	$ 211,957	$ 219,375	$ 227,053
		$ -	$ 314,554	$ 325,564	$ 336,958	$ 348,752	$ 360,958	$ 373,592	$ 386,668	$ 400,201	$ 414,208	$ 428,705	$ 443,710	$ 459,240	$ 475,313	$ 491,949

15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	
61	61	61	61	61	61	61	61	61	61	61	61	61	61	61	61	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	22,265	
15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	15,586	
$ 251.30	$ 260.10	$ 269.20	$ 278.62	$ 288.38	$ 298.47	$ 308.91	$ 319.73	$ 330.92	$ 342.50	$ 354.49	$ 366.89	$ 379.74	$ 393.03	$ 406.78	$ 421.02	
$ 3,916,672	$ 4,053,756	$ 4,195,637	$ 4,342,485	$ 4,494,472	$ 4,651,778	$ 4,814,590	$ 4,983,101	$ 5,157,510	$ 5,338,022	$ 5,524,853	$ 5,718,223	$ 5,918,361	$ 6,125,504	$ 6,339,896	$ 6,561,792	
$ 274,167	$ 283,763	$ 293,695	$ 303,974	$ 314,613	$ 325,624	$ 337,021	$ 348,817	$ 361,026	$ 373,662	$ 386,740	$ 400,276	$ 414,285	$ 428,785	$ 443,793	$ 459,325	**$8,743,613**
$ 235,000	$ 243,225	$ 251,738	$ 260,549	$ 269,668	$ 279,107	$ 288,875	$ 298,986	$ 309,451	$ 320,281	$ 331,491	$ 343,093	$ 355,102	$ 367,530	$ 380,394	$ 393,708	**$7,494,525**
$ 509,167	$ 526,988	$ 545,433	$ 564,523	$ 584,281	$ 604,731	$ 625,897	$ 647,803	$ 670,476	$ 693,943	$ 718,231	$ 743,369	$ 769,387	$ 796,315	$ 824,186	$ 853,033	$16,238,138

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Port Lavaca	0.8000000	75%	0.6000000
Calhoun County	0.6222000	50%	0.3111000
Calhoun Port Authority	0.0005000	50%	0.0002500
Farm to Market & Lateral Road	0.0000000	0%	0.0000000
Calhoun County GWD	0.0067000	0%	0.0000000
Calhoun County ISD	0.7701000	0%	0.0000000
	2.1995000		*0.9113500*

BUSINESS PERSONAL PROPERTY TAX

City of Port Lavaca	0.8000000	0%	0.0000000
Calhoun County	0.6222000	0%	0.0000000
Calhoun Port Authority	0.0005000	0%	0.0000000
Farm to Market & Lateral Road	0.0000000	0%	0.0000000
Calhoun County GWD	0.0067000	0%	0.0000000
Calhoun County ISD	0.7701000	0%	0.0000000
	2.1995000		*0.0000000*

SALES TAX

City	0.0150000	0.00%	0.0000000
County	0.0050000	0.00%	0.0000000
	0.020000		0.000000

HOT TAX

City	0.0700000	0.00%	0.0000000
State	0.0600000	0.00%	0.0000000
	0.130000		0.000000

REVENUE YEAR	BASE YEAR 2025	0 2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	TOTALS	
BASE YEAR																																		
City of Port Lavaca	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343		
Calhoun County	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun Port Authority	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Farm to Market & Lateral Road	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun County GWD	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun County ISD	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
TAXABLE VALUE																																		
City of Port Lavaca		105,319,343	109,005,520	112,820,713	116,769,438	120,856,369	125,086,341	129,464,363	133,995,616	138,685,463	143,539,454	148,563,335	153,763,051	159,144,758	164,714,825	170,479,844	176,446,638	182,622,270	189,014,050	195,629,542	202,476,576	209,563,256	216,897,970	224,489,399	232,346,528	240,478,656	248,895,409	257,606,748	266,622,985	275,954,789	285,613,207	295,609,669		
Calhoun County		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun Port Authority		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Farm to Market & Lateral Road		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun County GWD		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun County ISD		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
TAXABLE VALUE INCREMENT																																		
City of Port Lavaca			3,686,177	7,501,370	11,450,095	15,537,026	19,766,998	24,145,020	28,676,273	33,366,120	38,220,111	43,243,992	48,443,708	53,825,415	59,395,482	65,160,501	71,127,295	77,302,927	83,694,707	90,310,199	97,157,233	104,243,913	111,578,627	119,170,056	127,027,185	135,159,313	143,576,066	152,287,405	161,303,642	170,635,446	180,293,864	190,290,326		
Calhoun County			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun Port Authority			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Farm to Market & Lateral Road			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun County GWD			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun County ISD			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
REVENUE A																																		
TAXABLE VALUE GROWTH																																		
City of Port Lavaca		0	22.117	45.008	68.701	93.222	118.602	144.870	172.058	200.197	229.321	259.464	290.662	322.952	356.373	390.963	426.764	463.818	502.168	541.861	582.943	625.463	669.472	715.020	762.163	810.956	861.456	913.724	967.822	1,023.813	1,081.763	1,141.742	14,805.459	Citv of Port Lavaca
Calhoun County		0	12.016	24.453	37.325	50.648	64.437	78.708	93.479	108.767	124.590	140.967	157.917	175.460	193.618	212.410	231.861	251.992	272.828	294.393	316.713	339.815	363.724	388.471	414.084	440.593	468.030	496.427	525.818	556.238	587.722	620.309	8,043.813	Calhoun Countv
Calhoun Port Authority		0	10	20	30	41	52	63	75	87	100	113	127	141	156	171	186	203	219	237	255	273	292	312	333	354	376	399	423	447	472	498	6,464	Calhoun Port Authority
Farm to Market & Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County GWD
Calhoun County ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County ISD
npv @ 6%		**0**	**34,143**	**69,481**	**106,056**	**143,910**	**183,090**	**223,641**	**265,612**	**309,051**	**354,011**	**400,544**	**448,706**	**498,554**	**550,146**	**603,544**	**658,811**	**716,012**	**775,216**	**836,491**	**899,911**	**965,551**	**1,033,488**	**1,103,803**	**1,176,579**	**1,251,903**	**1,329,862**	**1,410,550**	**1,494,062**	**1,580,498**	**1,669,958**	**1,762,549**	**22,855,736**	
REVENUE #1																																		
TIRZ #5 - Increment		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055		
REAL PROPERTY TAX		0	14,222,039	15,563,400	17,355,426	50,836,531	52,615,810	136,177,233	140,943,436	285,787,416	295,789,976	323,775,110	335,107,239	346,835,992	358,975,252	371,539,385	384,543,264	398,002,278	411,932,358	426,349,990	441,272,240	456,716,768	472,701,855	489,246,420	506,370,045	524,092,997	542,436,251	561,421,520	581,071,273	601,408,768	622,458,075	644,244,108		
BUSINESS PERSONAL PROPERTY		0	1,022,063	1,245,299	1,566,064	19,034,538	19,700,747	20,605,392	21,326,581	22,073,011	22,845,567	41,277,646	42,722,364	44,217,647	45,765,264	47,367,048	49,024,895	50,740,766	52,516,693	54,354,778	56,257,195	58,226,197	60,264,113	62,373,357	64,556,425	66,815,900	69,154,456	71,574,862	74,079,983	76,672,782	79,356,329	82,133,801		
City of Port Lavaca		0	85,332	93,380	104,133	305,019	315,695	817,063	845,661	1,714,724	1,774,740	1,942,651	2,010,643	2,081,016	2,153,852	2,229,236	2,307,260	2,388,014	2,471,594	2,558,100	2,647,633	2,740,301	2,836,211	2,935,479	3,038,220	3,144,558	3,254,618	3,368,529	3,486,428	3,608,453	3,734,748	3,865,465	64,858,755	Citv of Port Lavaca
Calhoun County		0	44,245	48,418	53,993	158,152	163,688	423,647	438,475	889,085	920,203	1,007,264	1,042,519	1,079,007	1,116,772	1,155,859	1,196,314	1,238,185	1,281,522	1,326,375	1,372,798	1,420,846	1,470,575	1,522,046	1,575,317	1,630,453	1,687,519	1,746,582	1,807,713	1,870,983	1,936,467	2,004,243	33,629,264	Calhoun Countv
Calhoun Port Authority		0	36	39	43	127	132	340	352	714	739	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,404	1,453	1,504	1,556	1,611	27,024	Calhoun Port Authority
Farm to Market & Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County GWD
Calhoun County ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County ISD
npv @ 6%		**0**	**129,613**	**141,837**	**158,169**	**463,299**	**479,514**	**1,241,051**	**1,284,488**	**2,604,524**	**2,695,682**	**2,950,724**	**3,054,000**	**3,160,890**	**3,271,521**	**3,386,024**	**3,504,535**	**3,627,194**	**3,754,146**	**3,885,541**	**4,021,535**	**4,162,288**	**4,307,968**	**4,458,747**	**4,614,803**	**4,776,322**	**4,943,493**	**5,116,515**	**5,295,593**	**5,480,939**	**5,672,772**	**5,871,319**	**98,515,044**	
REVENUE #2																																		
Sales Tax																																		
		0	3,855,375	5,115,099	6,957,205	9,208,872	9,531,183	12,015,971	12,436,530	12,871,808	13,322,322	13,788,603	14,271,204	14,770,696	15,287,670	15,822,739	16,376,535	16,949,714	17,542,954	18,156,957	18,792,450	19,450,186	20,130,943	20,835,526	21,564,769	22,319,536	23,100,720	23,909,245	24,746,068	25,612,181	26,508,607	27,436,408		
City		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City
County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	County
Total		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE #3																																		
HOT																																		
		0	2,419,649	2,504,337	2,591,988	2,682,708	2,776,603	2,873,784	2,974,366	3,078,469	3,186,216	3,297,733	3,413,154	3,532,614	3,656,256	3,784,225	3,916,672	4,053,756	4,195,637	4,342,485	4,494,472	4,651,778	4,814,590	4,983,101	5,157,510	5,338,022	5,524,853	5,718,223	5,918,361	6,125,504	6,339,896	6,561,792	0	City
City		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
REVENUE A, 1, 2, 3		**0**	**163,755**	**211,318**	**264,224**	**607,209**	**662,604**	**1,464,693**	**1,550,100**	**2,913,575**	**3,049,693**	**3,351,269**	**3,502,706**	**3,659,444**	**3,821,667**	**3,989,568**	**4,163,346**	**4,343,206**	**4,529,361**	**4,722,032**	**4,921,446**	**5,127,839**	**5,341,457**	**5,562,551**	**5,791,383**	**6,028,224**	**6,273,355**	**6,527,065**	**6,789,656**	**7,061,436**	**7,342,730**	**7,633,868**	**121,370,779**	
Running Total		**0**	**163,755**	**375,073**	**639,298**	**1,246,507**	**1,909,111**	**3,373,804**	**4,923,904**	**7,837,478**	**10,887,171**	**14,238,440**	**17,741,146**	**21,400,589**	**25,222,256**	**29,211,824**	**33,375,171**	**37,718,377**	**42,247,738**	**46,969,770**	**51,891,216**	**57,019,055**	**62,360,512**	**67,923,063**	**73,714,445**	**79,742,670**	**86,016,025**	**92,543,090**	**99,332,745**	**106,394,182**	**113,736,911**	**121,370,779**		
GROSS	**121,370,779**																																

		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055		
City of Port Lavaca		0	107,449	138,389	172,833	398,241	434,297	961,934	1,017,718	1,914,921	2,004,061	2,202,115	2,301,306	2,403,968	2,510,224	2,620,199	2,734,023	2,851,831	2,973,762	3,099,961	3,230,577	3,365,764	3,505,683	3,650,499	3,800,383	3,955,514	4,116,074	4,282,254	4,454,249	4,632,265	4,816,512	5,007,207	79,664,214	City of Port Lavaca
Calhoun County		0	56,261	72,871	91,318	208,800	228,124	502,355	531,954	997,852	1,044,793	1,148,231	1,200,436	1,254,467	1,310,390	1,368,269	1,428,175	1,490,177	1,554,350	1,620,768	1,689,511	1,760,660	1,834,300	1,910,517	1,989,401	2,071,046	2,155,549	2,243,009	2,333,531	2,427,221	2,524,190	2,624,552	41,673,077	Calhoun Countv
Calhoun Port Authority		0	45	59	73	168	183	404	427	802	840	923	965	1,008	1,053	1,100	1,148	1,198	1,249	1,302	1,358	1,415	1,474	1,535	1,599	1,664	1,732	1,802	1,875	1,951	2,028	2,109	33,488	Calhoun Port Authority
Farm to Market & Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County GWD
Calhoun County ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Calhoun County ISD
	$ -	**0**	**163,755**	**211,318**	**264,224**	**607,209**	**662,604**	**1,464,693**	**1,550,100**	**2,913,575**	**3,049,693**	**3,351,269**	**3,502,706**	**3,659,444**	**3,821,667**	**3,989,568**	**4,163,346**	**4,343,206**	**4,529,361**	**4,722,032**	**4,921,446**	**5,127,839**	**5,341,457**	**5,562,551**	**5,791,383**	**6,028,224**	**6,273,355**	**6,527,065**	**6,789,656**	**7,061,436**	**7,342,730**	**7,633,868**	**121,370,779**	

DAVID PETTIT
Economic Development

Financial Feasibility Analysis - All Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

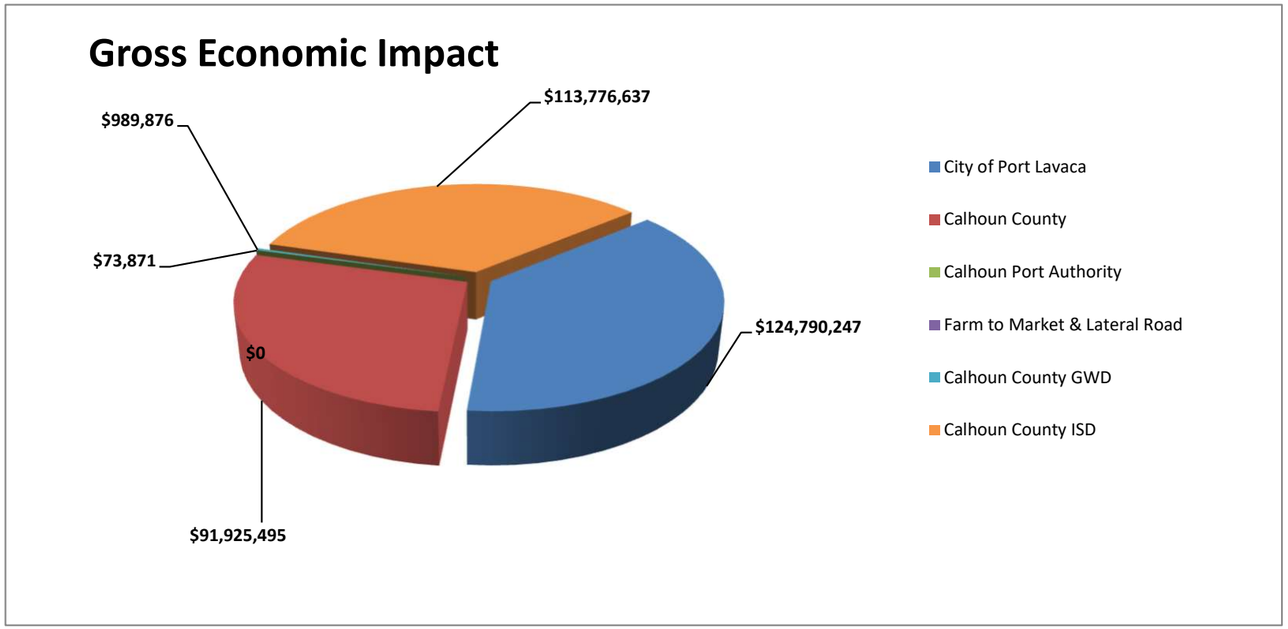
REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX				HOT TAX			
City of Port Lavaca	0.8000000	100%	0.8000000	City of Port Lavaca	0.8000000	100%	0.8000000	City	0.0150000	100.00%	0.0150000	City	0.0700000	100.00%	0.0700000
Calhoun County	0.6222000	100%	0.6222000	Calhoun County	0.6222000	100%	0.6222000	County	0.0050000	100.00%	0.0050000	State	0.0600000	100.00%	0.0600000
Calhoun Port Authority	0.0005000	100%	0.0005000	Calhoun Port Authority	0.0005000	100%	0.0005000		0.020000		0.020000		0.130000		0.130000
Farm to Market & Lateral Road	0.0000000	100%	0.0000000	Farm to Market & Lateral Road	0.0000000	100%	0.0000000								
Calhoun County GWD	0.0067000	100%	0.0067000	Calhoun County GWD	0.0067000	100%	0.0067000								
Calhoun County ISD	0.7701000	100%	0.7701000	Calhoun County ISD	0.7701000	100%	0.7701000								
	2.1995000		2.1995000		2.1995000		2.1995000								

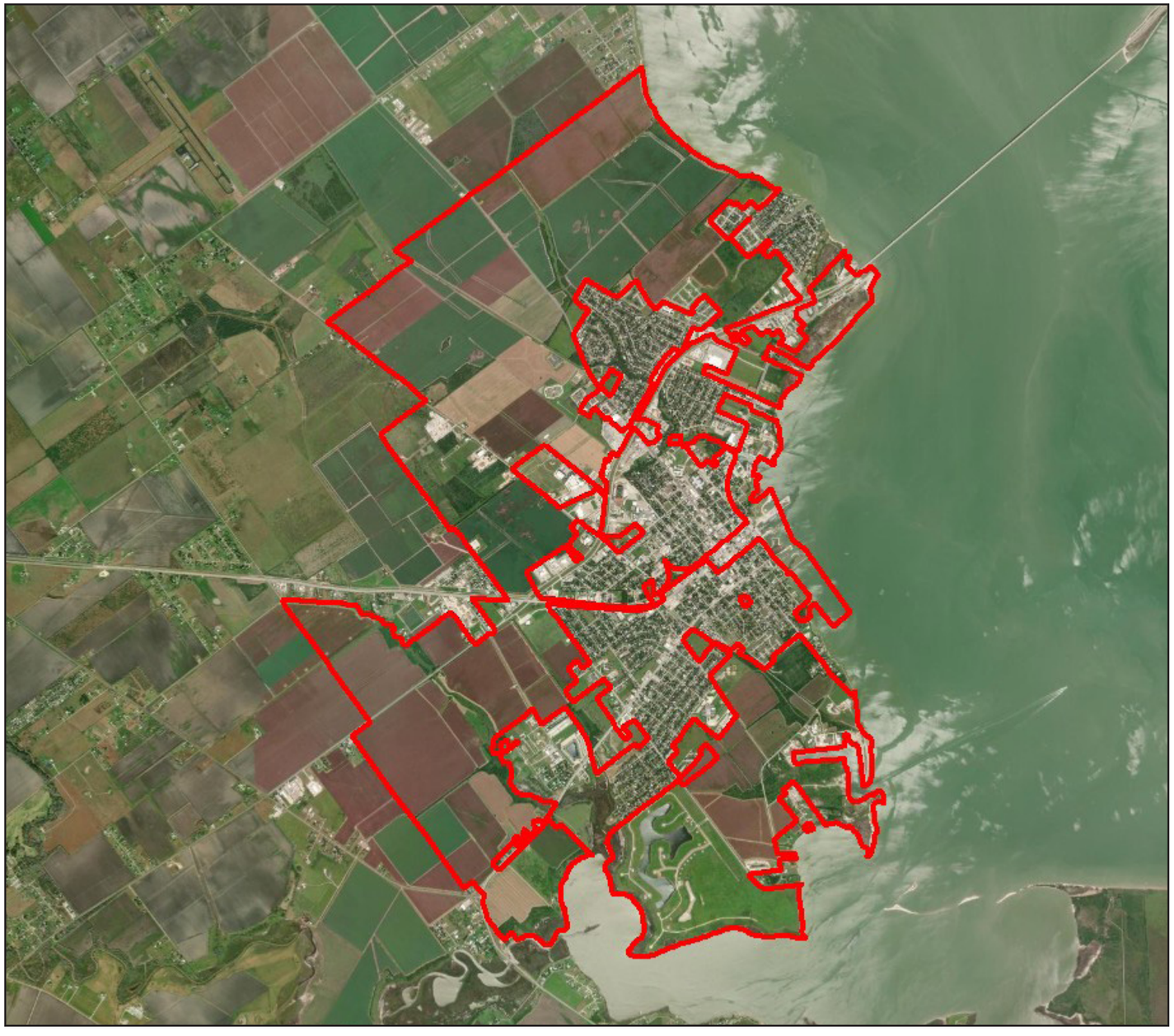
REVENUE YEAR	BASE YEAR 2025	0 2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	TOTALS	
BASE YEAR																																		
City of Port Lavaca	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343	105,319,343		
Calhoun County	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun Port Authority	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Farm to Market & Lateral Road	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun County GWD	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
Calhoun County ISD	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893	110,356,893		
TAXABLE VALUE																																		
City of Port Lavaca		105,319,343	109,005,520	112,820,713	116,769,438	120,856,369	125,086,341	129,464,363	133,995,616	138,685,463	143,539,454	148,563,335	153,763,051	159,144,758	164,714,825	170,479,844	176,446,638	182,622,270	189,014,050	195,629,542	202,476,576	209,563,256	216,897,970	224,489,399	232,346,528	240,478,656	248,895,409	257,606,748	266,622,985	275,954,789	285,613,207	295,609,669		
Calhoun County		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun Port Authority		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Farm to Market & Lateral Road		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun County GWD		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
Calhoun County ISD		110,356,893	114,219,384	118,217,063	122,354,660	126,637,073	131,069,371	135,656,799	140,404,786	145,318,954	150,405,117	155,669,296	161,117,722	166,756,842	172,593,332	178,634,098	184,886,292	191,357,312	198,054,818	204,986,736	212,161,272	219,586,917	227,272,459	235,226,995	243,459,940	251,981,038	260,800,374	269,928,387	279,375,880	289,154,036	299,274,428	309,749,033		
TAXABLE VALUE INCREMENT																																		
City of Port Lavaca			3,686,177	7,501,370	11,450,095	15,537,026	19,766,998	24,145,020	28,676,273	33,366,120	38,220,111	43,243,992	48,443,708	53,825,415	59,395,482	65,160,501	71,127,295	77,302,927	83,694,707	90,310,199	97,157,233	104,243,913	111,578,627	119,170,056	127,027,185	135,159,313	143,576,066	152,287,405	161,303,642	170,635,446	180,293,864	190,290,326		
Calhoun County			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun Port Authority			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Farm to Market & Lateral Road			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun County GWD			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
Calhoun County ISD			3,862,491	7,860,170	11,997,767	16,280,180	20,712,478	25,299,906	30,047,893	34,962,061	40,048,224	45,312,403	50,760,829	56,399,949	62,236,439	68,277,205	74,529,399	81,000,419	87,697,925	94,629,843	101,804,379	109,230,024	116,915,566	124,870,102	133,103,047	141,624,145	150,443,481	159,571,494	169,018,987	178,797,143	188,917,535	199,392,140		
REVENUE A																																		
TAXABLE VALUE GROWTH																																		
City of Port Lavaca		0	29,489	60,011	91,601	124,296	158,136	193,160	229,410	266,929	305,761	345,952	387,550	430,603	475,164	521,284	569,018	618,423	669,558	722,482	777,258	833,951	892,629	953,360	1,016,217	1,081,275	1,148,609	1,218,299	1,290,429	1,365,084	1,442,351	1,522,323	19,740,612	City of Port Lavaca
Calhoun County		0	24,032	48,906	74,650	101,295	128,873	157,416	186,958	217,534	249,180	281,934	315,834	350,920	387,235	424,821	463,722	503,985	545,656	588,787	633,427	679,629	727,449	776,942	828,167	881,185	936,059	992,854	1,051,636	1,112,476	1,175,445	1,240,618	16,087,626	Calhoun County
Calhoun Port Authority		0	19	39	60	81	104	126	150	175	200	227	254	282	311	341	373	405	438	473	509	546	585	624	666	708	752	798	845	894	945	997	12,928	Calhoun Port Authority
Farm to Market & Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD		0	259	527	804	1,091	1,388	1,695	2,013	2,342	2,683	3,036	3,401	3,779	4,170	4,575	4,993	5,427	5,876	6,340	6,821	7,318	7,833	8,366	8,918	9,489	10,080	10,691	11,324	11,979	12,657	13,359	173,235	Calhoun County GWD
Calhoun County ISD		0	29,745	60,531	92,395	125,374	159,507	194,835	231,399	269,243	308,411	348,951	390,909	434,336	479,283	525,803	573,951	623,784	675,362	728,744	783,996	841,180	900,367	961,625	1,025,027	1,090,648	1,158,565	1,228,860	1,301,615	1,376,917	1,454,854	1,535,519	19,911,733	Calhoun County ISD
npv @ 6%		**0**	**83,545**	**170,014**	**259,510**	**352,137**	**448,007**	**547,232**	**649,930**	**756,223**	**866,236**	**980,099**	**1,097,947**	**1,219,921**	**1,346,163**	**1,476,823**	**1,612,057**	**1,752,024**	**1,896,890**	**2,046,826**	**2,202,010**	**2,362,625**	**2,528,862**	**2,700,918**	**2,878,995**	**3,063,304**	**3,254,065**	**3,451,502**	**3,655,850**	**3,867,350**	**4,086,252**	**4,312,816**	**55,926,135**	
REVENUE #1																																		
TIRZ #5 - Increment		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055		
REAL PROPERTY TAX		0	14,222,039	15,563,400	17,355,426	50,836,531	52,615,810	136,177,233	140,943,436	285,787,416	295,789,976	323,775,110	335,107,239	346,835,992	358,975,252	371,539,385	384,543,264	398,002,278	411,932,358	426,349,990	441,272,240	456,716,768	472,701,855	489,246,420	506,370,045	524,092,997	542,436,251	561,421,520	581,071,273	601,408,768	622,458,075	644,244,108		
BUSINESS PERSONAL PROPERTY		0	1,022,063	1,245,299	1,566,064	19,034,538	19,700,747	20,605,392	21,326,581	22,073,011	22,845,567	41,277,646	42,722,364	44,217,647	45,765,264	47,367,048	49,024,895	50,740,766	52,516,693	54,354,778	56,257,195	58,226,197	60,264,113	62,373,357	64,556,425	66,815,900	69,154,456	71,574,862	74,079,983	76,672,782	79,356,329	82,133,801		
City of Port Lavaca		0	121,953	134,470	151,372	558,969	578,532	1,254,261	1,298,160	2,462,883	2,549,084	2,920,422	3,022,637	3,128,429	3,237,924	3,351,251	3,468,545	3,589,944	3,715,592	3,845,638	3,980,235	4,119,544	4,263,728	4,412,958	4,567,412	4,727,271	4,892,726	5,063,971	5,241,210	5,424,652	5,614,515	5,811,023	97,509,314	City of Port Lavaca
Calhoun County		0	94,849	104,584	117,730	434,738	449,954	975,501	1,009,644	1,915,508	1,982,550	2,271,358	2,350,856	2,433,136	2,518,295	2,606,436	2,697,661	2,792,079	2,889,802	2,990,945	3,095,628	3,203,975	3,316,114	3,432,178	3,552,304	3,676,635	3,805,317	3,938,503	4,076,351	4,219,023	4,366,689	4,519,523	75,837,869	Calhoun County
Calhoun Port Authority		0	76	84	95	349	362	784	811	1,539	1,593	1,825	1,889	1,955	2,024	2,095	2,168	2,244	2,322	2,404	2,488	2,575	2,665	2,758	2,855	2,955	3,058	3,165	3,276	3,390	3,509	3,632	60,943	Calhoun Port Authority
Farm to Market & Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD		0	1,021	1,126	1,268	4,681	4,845	10,504	10,872	20,627	21,349	24,459	25,315	26,201	27,118	28,067	29,049	30,066	31,118	32,207	33,334	34,501	35,709	36,959	38,252	39,591	40,977	42,411	43,895	45,431	47,022	48,667	816,641	Calhoun County GWD
Calhoun County ISD		0	117,395	129,444	145,714	538,077	556,910	1,207,383	1,249,641	2,370,833	2,453,812	2,811,271	2,909,666	3,011,504	3,116,907	3,225,998	3,338,908	3,455,770	3,576,722	3,701,907	3,831,474	3,965,576	4,104,371	4,248,024	4,396,705	4,550,589	4,709,860	4,874,705	5,045,320	5,221,906	5,404,673	5,593,836	93,864,903	Calhoun County ISD
npv @ 6%		**0**	**335,294**	**369,707**	**416,178**	**1,536,814**	**1,590,603**	**3,448,434**	**3,569,129**	**6,771,390**	**7,008,389**	**8,029,335**	**8,310,362**	**8,601,225**	**8,902,268**	**9,213,847**	**9,536,332**	**9,870,103**	**10,215,557**	**10,573,101**	**10,943,160**	**11,326,171**	**11,722,586**	**12,132,877**	**12,557,528**	**12,997,041**	**13,451,938**	**13,922,755**	**14,410,052**	**14,914,404**	**15,436,408**	**15,976,682**	**268,089,669**	
REVENUE #2																																		
Sales Tax																																		
		0	3,855,375	5,115,099	6,957,205	9,208,872	9,531,183	12,015,971	12,436,530	12,871,808	13,322,322	13,788,603	14,271,204	14,770,696	15,287,670	15,822,739	16,376,535	16,949,714	17,542,954	18,156,957	18,792,450	19,450,186	20,130,943	20,835,526	21,564,769	22,319,536	23,100,720	23,909,245	24,746,068	25,612,181	26,508,607	27,436,408		
City		0	57,831	76,726	104,358	138,133	142,968	180,240	186,548	193,077	199,835	206,829	214,068	221,560	229,315	237,341	245,648	254,246	263,144	272,354	281,887	291,753	301,964	312,533	323,472	334,793	346,511	358,639	371,191	384,183	397,629	411,546	7,540,321	City
County		0	19,277	25,575	34,786	46,044	47,656	60,080	62,183	64,359	66,612	68,943	71,356	73,853	76,438	79,114	81,883	84,749	87,715	90,785	93,962	97,251	100,655	104,178	107,824	111,598	115,504	119,546	123,730	128,061	132,543	137,182	2,513,440	County
Total		**0**	**77,108**	**102,302**	**139,144**	**184,177**	**190,624**	**240,319**	**248,731**	**257,436**	**266,446**	**275,772**	**285,424**	**295,414**	**305,753**	**316,455**	**327,531**	**338,994**	**350,859**	**363,139**	**375,849**	**389,004**	**402,619**	**416,711**	**431,295**	**446,391**	**462,014**	**478,185**	**494,921**	**512,244**	**530,172**	**548,728**	**10,053,761**	
REVENUE #3																																		
HOT																																		
		0	2,419,649	2,504,337	2,591,988	2,682,708	2,776,603	2,873,784	2,974,366	3,078,469	3,186,216	3,297,733	3,413,154	3,532,614	3,656,256	3,784,225	3,916,672	4,053,756	4,195,637	4,342,485	4,494,472	4,651,778	4,814,590	4,983,101	5,157,510	5,338,022	5,524,853	5,718,223	5,918,361	6,125,504	6,339,896	6,561,792	8,743,613	City
City		0	169,375	175,304	181,439	187,790	194,362	201,165	208,206	215,493	223,035	230,841	238,921	247,283	255,938	264,896	274,167	283,763	293,695	303,974	314,613	325,624	337,021	348,817	361,026	373,662	386,740	400,276	414,285	428,785	443,793	459,325	**8,743,613**	
Total		**0**	**169,375**	**175,304**	**181,439**	**187,790**	**194,362**	**201,165**	**208,206**	**215,493**	**223,035**	**230,841**	**238,921**	**247,283**	**255,938**	**264,896**	**274,167**	**283,763**	**293,695**	**303,974**	**314,613**	**325,624**	**337,021**	**348,817**	**361,026**	**373,662**	**386,740**	**400,276**	**414,285**	**428,785**	**443,793**	**459,325**		
REVENUE A, 1, 2, 3		**0**	**665,322**	**817,327**	**996,271**	**2,260,918**	**2,423,596**	**4,437,150**	**4,675,996**	**8,000,542**	**8,364,106**	**9,516,048**	**9,932,654**	**10,363,842**	**10,810,122**	**11,272,021**	**11,750,087**	**12,244,885**	**12,757,001**	**13,287,041**	**13,835,632**	**14,403,424**	**14,991,089**	**15,599,322**	**16,228,843**	**16,880,398**	**17,554,757**	**18,252,718**	**18,975,108**	**19,722,782**	**20,496,624**	**21,297,551**	**342,813,178**	
Running Total		**0**	**665,322**	**1,482,649**	**2,478,920**	**4,739,838**	**7,163,434**	**11,600,584**	**16,276,580**	**24,277,122**	**32,641,228**	**42,157,276**	**52,089,930**	**62,453,773**	**73,263,894**	**84,535,915**	**96,286,002**	**108,530,887**	**121,287,888**	**134,574,928**	**148,410,560**	**162,813,985**	**177,805,074**	**193,404,396**	**209,633,239**	**226,513,637**	**244,068,394**	**262,321,112**	**281,296,220**	**301,019,002**	**321,515,627**	**342,813,178**		
GROSS	**342,813,178**																																

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055		
City of Port Lavaca	0	378,648	446,511	528,770	1,009,187	1,073,998	1,828,826	1,922,324	3,138,382	3,277,715	3,704,044	3,863,175	4,027,876	4,198,341	4,374,772	4,557,379	4,746,376	4,941,989	5,144,448	5,353,993	5,570,872	5,795,342	6,027,669	6,268,126	6,517,000	6,774,585	7,041,185	7,317,115	7,602,704	7,898,288	8,204,217	124,790,247	City of Port Lavaca
Calhoun County	0	138,158	179,065	227,166	582,077	626,483	1,192,997	1,258,785	2,197,401	2,298,342	2,622,235	2,738,046	2,857,910	2,981,969	3,110,370	3,243,266	3,380,812	3,523,173	3,670,517	3,823,017	3,980,855	4,144,218	4,313,298	4,488,295	4,669,418	4,856,880	5,050,904	5,251,718	5,459,560	5,674,677	5,897,323	91,925,495	Calhoun County
Calhoun Port Authority	0	96	123	155	431	465	910	962	1,714	1,793	2,052	2,143	2,237	2,335	2,436	2,540	2,649	2,761	2,877	2,997	3,121	3,249	3,382	3,520	3,663	3,810	3,963	4,121	4,284	4,454	4,629	73,871	Calhoun Port Authority
Farm to Market & Lateral Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Farm to Market & Lateral Road
Calhoun County GWD	0	1,280	1,653	2,072	5,772	6,233	12,200	12,885	22,969	24,032	27,494	28,716	29,979	31,287	32,641	34,043	35,493	36,994	38,547	40,155	41,820	43,542	45,325	47,170	49,080	51,056	53,102	55,219	57,411	59,679	62,027	988,876	Calhoun County GWD
Calhoun County ISD	0	147,140	189,975	238,109	663,451	716,417	1,402,218	1,481,040	2,640,076	2,762,224	3,160,222	3,300,575	3,445,840	3,596,190	3,751,801	3,912,859	4,079,554	4,252,084	4,430,652	4,615,470	4,806,756	5,004,738	5,209,649	5,421,731	5,641,237	5,868,425	6,103,565	6,346,935	6,598,823	6,859,527	7,129,355	113,776,637	Calhoun County ISD
$ -	**0**	**665,322**	**817,327**	**996,271**	**2,260,918**	**2,423,596**	**4,437,150**	**4,675,996**	**8,000,542**	**8,364,106**	**9,516,048**	**9,932,654**	**10,363,842**	**10,810,122**	**11,272,021**	**11,750,087**	**12,244,885**	**12,757,001**	**13,287,041**	**13,835,632**	**14,403,424**	**14,991,089**	**15,599,322**	**16,228,843**	**16,880,398**	**17,554,757**	**18,252,718**	**18,975,108**	**19,722,782**	**20,496,624**	**21,297,551**	**342,813,178**	

Revenue Summary
75% CITY

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	$124,790,247	$79,664,214	$45,126,033
Calhoun County	$91,925,495	$41,673,077	$50,252,417
Calhoun Port Authority	$73,871	$33,488	$40,383
Farm to Market & Lateral Road	$0	$0	$0
Calhoun County GWD	$989,876	$0	$989,876
Calhoun County ISD	$113,776,637	$0	$113,776,637
Total	**$331,556,125**	**$121,370,779**	**$210,185,346**





Length of TIRZ #1 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2055 (with the final year's tax increment to be collected by September 1, 2056).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
81845	118 TRINITY SHORES DR LLC	DUBOSE SUBD (PORT LAVACA), BLOCK 1, LOT 3R, (RESUB 1), ACRES 12.89	$ 8,800,000	$ 8,800,000
93150	35 PL HANUMAN LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 8 & 9 (BICKFORD S/D), ACRES 2.18, (PVS PL HANUMAN LLC S/D)	$ 210,816	$ 210,816
11967	7-ELEVEN INC	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES .73, BICKFORD S/D	$ 420,000	$ 420,000
28358	AEP TEXAS CENTRAL COMPANY	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES 1.26	$ 121,848	$ 121,848
91622	AEP TEXAS INC	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 8, ACRES 5.87	$ -	$ 60,100
94628	AEP TEXAS INC	A0034 FELIX SANCHEZ, TRACT 28 WESTERLUND S/D, ACRES 17.	$ -	$ 108,120
78141	AHMED SHADIA OMER	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 11	$ 85,000	$ 85,000
90053	AKTAR SHAHEEN	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 335	$ 34,000	$ 34,000
81844	ALAMO HEIGHTS BAPTIST CHURCH	DUBOSE SUBD (PORT LAVACA), BLOCK 1, LOT 1R, (RESUB 1), ACRES 5.0	$ -	$ -
17245	ALDANA AURORA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT SW 50' OF 7&8	$ 96,240	$ 96,240
86328	ALEJANDRO RODOLFO	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 121	$ 125,800	$ 125,800
90083	ALLEN BUFFY	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 326	$ 46,250	$ 46,250
90095	AMARO MATTHEW	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 355	$ 42,760	$ 42,760
57192	AMERICAN TOWER LP	A0035 MAXIMO SANCHEZ, TRACT PT 19 PLD, ACRES .2296	$ 2,300	$ 2,300
57193	AMERICAN TOWER LP	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES .1989	$ 19,236	$ 19,236
86331	ASHKAR AYMAN H	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 124	$ 38,940	$ 38,940
38729	ASHLAND INC	A0035 MAXIMO SANCHEZ, TRACT PT 81, ACRES 5.05	$ 109,990	$ 109,990
78161	BALDERA MARIO	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 31	$ 34,000	$ 34,000
17211	BANKS KENNETH C	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT NE 29' OF 5&6	$ 105,390	$ 105,390
69851	BARTELS MICHAEL A	CLEMENT COVE HARBOR S/D, LOT 7 & 8	$ 271,872	$ 271,872
29531	BAUER BOYD W	A0012 ALEJANDRO ESPARZA, TRACT PT 23, ACRES 1.89, (BICKFORD S/D)	$ 354,030	$ 354,030
19042	BAUGH CARL WAYNE	BAYVIEW HEIGHTS (PORT LAVACA), LOT N 50' OF 22	$ 25,000	$ 25,000
52592	BAY VIEW RV PARK LLC	BAY VIEW RV PARK SUBD (PL), BLOCK 1, LOT 1, ACRES 10.139	$ -	$ 830,030
52706	BAYSIDE SEAFOOD PORT LAVACA LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 22, ACRES 1.0, (BICKFORD S/D)	$ 628,880	$ 628,880
90100	BECK DANIEL RAY SR	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 360	$ 80,000	$ 80,000
20101178	BEICKER JEFFREY F	A0035 MAXIMO SANCHEZ, TRACT PT 48 PLD, ACRES 1.076, (LANA PARK WEST LOTS 1 & 2)	$ -	$ -
40322	BELK ROBERT ADAM	A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 9.5	$ 780	$ 780
40496	BELK ROBERT ADAM	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 4.35	$ 13,540	$ 13,540
40035	BELK ROBERT ADAM	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 1.63	$ 17,450	$ 17,450
40375	BELK ROBERT ADAM	A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 9.94	$ 49,700	$ 49,700
54068	BERGQUIST KEN	RANDALL (PORT LAVACA), BLOCK T, LOT PT 1,2, (TRACT A)	$ 28,800	$ 28,800
78437	BERGQUIST KEN	RANDALL (PORT LAVACA), BLOCK T, LOT PT 1,2, (TRACT B)	$ 30,715	$ 30,715
38301	BKCK LTD	A0035 MAXIMO SANCHEZ, TRACT PT 30 & 31, ACRES 3.326	$ 396,000	$ 396,000
78148	BLAKEMAN MILES	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 18	$ 34,000	$ 34,000
27899	BLOCKE PROPERTY MGMT LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 15, .921 ACRES, (REPLAT: ESPARZA ADDN BLK 1 LT 1)	$ 530,000	$ 530,000
86308	BOERM HAROLD E JR	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 81	$ 34,000	$ 34,000
90051	BOLDT GERALD L	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 333	$ 34,000	$ 34,000
69462	BOLDT STEVEN M	LAVACA BAY PLACE, LOT 12	$ 30,000	$ 30,000
69463	BOLDT STEVEN M	LAVACA BAY PLACE, LOT 13	$ 374,355	$ 374,355
86311	BONAVIDES LENIRA M	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 84	$ 34,000	$ 34,000
90050	BRANTLY SUSAN C	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 340	$ 32,000	$ 32,000
71377	BRETT CHARLES A	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 82.07	$ -	$ -
71380	BRETT CHARLES A	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 79.03	$ -	$ -
71384	BRETT CHARLES A	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES .5	$ -	$ -
41012	BRETT JOE D	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 37.3	$ 20,560	$ 20,560
78174	BRISCO TAMMY D	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 44	$ 34,000	$ 34,000
18349	BROADWAY SEAFOOD CO	KEY HALK (PORT LAVACA), LOT 29	$ 4,800	$ 4,800
57266	BROOKS CECIL M JR	A0035 MAXIMO SANCHEZ, TRACT PT 21, ACRES 5.0	$ 250	$ 250
37450	BROOKS CECIL M JR	A0035 MAXIMO SANCHEZ, TRACT PT 21, ACRES 1.0	$ 88,741	$ 88,741
37406	BROOKS FARM	A0035 MAXIMO SANCHEZ, TRACT PT 21, ACRES 1.0	$ 18,740	$ 18,740
43779	BROWN TIARA ANN	LA VILLA (PORT LAVACA), LOT 8	$ 121,599	$ 121,599
86346	BRYAN ALFRED	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 138	$ 28,800	$ 28,800
38503	BUCEES INC	BUC-EES NO 12 (PORT LAVACA), LOT 1 & 2, ACRES 2.838	$ 970,000	$ 970,000
40078	BUNURAI RITHA	A0137 SAMUEL SHUPE, TRACT PT 3, ACRES .735, (AS PER DEED)	$ 38,420	$ 38,420
29063	BUNURAI RITHA	A0012 ALEJANDRO ESPARZA, TRACT PT 19, ACRES .638, (BICKFORD S/D)	$ 174,840	$ 174,840
38195	BUNURAI RITHA	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES .43	$ 214,320	$ 214,320
12851	BUREN J P (ESTATE)	A0137 SAMUEL SHUPE, TRACT PT 68, ACRES 1.0	$ -	$ 3,460
40603	BUREN J P (ESTATE)	A0137 SAMUEL SHUPE, TRACT PT 68, ACRES 22.96	$ -	$ 4,810
40425	BUREN J P (ESTATE)	A0137 SAMUEL SHUPE, TRACT 66, ACRES 27.05	$ -	$ 6,030
40446	BUREN J P (ESTATE)	A0137 SAMUEL SHUPE, TRACT 67, ACRES 27.53	$ -	$ 6,490
40389	BUREN J P (ESTATE)	A0137 SAMUEL SHUPE, TRACT PT 65, ACRES 27.73	$ -	$ 8,820
78177	CAI HANSON HANGSHENG	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 47	$ 28,810	$ 28,810
78147	CAI HANSON HANGSHENG	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 17	$ 125,800	$ 125,800
52581	CAIN RUSSELL	A0012 ALEJANDRO ESPARZA, TRACT PT 21 & PT 22, ACRES 1.09, (BICKFORD S/D)	$ 628,410	$ 628,410
38103	CAL COM FEDERAL CREDIT UNION	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 1.062	$ 1,039,700	$ 1,039,700
28475	CALDERON ALEX JAIME ACOSTA	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .48	$ 191,796	$ 191,796
41371	CALHOUN CO CHANNEL & DOCK INC	A0254 CITY OF PORT LAVACA, ACRES 3.65, (PT 74.50 AC TR) (0.10 ACS IN WATER ST)	$ 91,250	$ 91,250
91619	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 1, ACRES 16.6	$ -	$ -
91620	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT PT 2, (PT OF 16.47 ACS), ACRES 15.58	$ -	$ -
91621	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 7, ACRES 94.15	$ -	$ -
91623	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT PT 3, (PT OF 11.18 ACS), ACRES .2	$ -	$ -
17258	CALHOUN COUNTY	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT SW 116' OF 11&12	$ -	$ -
39975	CALHOUN COUNTY	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 4.0	$ -	$ -
40023	CALHOUN COUNTY	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 5.29	$ -	$ -
40079	CALHOUN COUNTY	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 11.3	$ -	$ -
42059	CALHOUN COUNTY	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES .93	$ -	$ -
91615	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT PT 3, (PT OF 11.18 ACS), ACRES 10.98	$ -	$ -
91616	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 4, ACRES 21.88	$ -	$ -
91617	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 5, ACRES 21.88	$ -	$ -
91618	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT 6, ACRES 12.00	$ -	$ -
91624	CALHOUN COUNTY	BKCK DEVLOPEMENT (PORT LAVACA), BLOCK 1, LOT PT 2, (PT OF 16.47 ACS), ACRES 0.89	$ -	$ -
37865	CALHOUN COUNTY ISD	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 19.9189	$ -	$ -
39600	CALHOUN COUNTY ISD	A0035 MAXIMO SANCHEZ, TRACT PT 19 PLD, ACRES 2.3084	$ -	$ -
39650	CALHOUN COUNTY ISD	A0035 MAXIMO SANCHEZ, TRACT PT 20 PLD, ACRES 2.0	$ -	$ -
84734	CALHOUN COUNTY ISD	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 13.6391	$ -	$ -
93965	CALHOUN COUNTY ISD	CCISD FEMA DOME (PORT LAVACA), BLOCK 1, LOT 1, ACRES 11.572	$ -	$ -
18187	CAMPOS HOMERO T	KEY HALK (PORT LAVACA), LOT 8	$ 13,200	$ 13,200
56427	CAMPOS JOSE	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 41, LOT 7,8,9	$ 174,006	$ 174,006
43723	CANTU DANIEL S	LA VILLA (PORT LAVACA), LOT 2	$ 115,927	$ 115,927
86323	CANTU MARIA ELENA	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 96	$ 34,000	$ 34,000

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
18255	CARDENAS MOISES SR (ESTATE)	KEY HALK (PORT LAVACA), LOT 17	$ 39,264	$ 39,264
29498	CARRASCO ANTONIO S	A0012 ALEJANDRO ESPARZA, TRACT 9 LEVINGSTON, ACRES 2.39	$ 137,484	$ 137,484
29472	CARRASCO ANTONIO S	A0012 ALEJANDRO ESPARZA, TRACT 8 LEVINGSTON, ACRES 2.39	$ 170,484	$ 170,484
90080	CARSON EMILEE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 323	$ 34,000	$ 34,000
86348	CASTILLO MELINDA R	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 140	$ 28,800	$ 28,800
78178	CATER ROBERT EMMETT JR	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 48	$ 28,810	$ 28,810
51910	CHAMBERLAIN SAMUEL R III	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT 6 & PT OF 2,4,8	$ 71,856	$ 71,856
92959	CHAMPION JULIA	A0035 MAXIMO SANCHEZ, TRACT PT 21, ACRES 1.0	$ -	$ -
20101043	CHAMPION JULIA	A0035 MAXIMO SANCHEZ, TRACT PT 21, ACRES 62.6	$ -	$ -
40484	CHANG DARNIELLE	A0137 SAMUEL SHUPE, TRACT PTS 50,51, ACRES 8.14	$ 660	$ 660
17113	CHAU MANAGEMENT INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 25, LOT 1 THRU 12	$ 155,028	$ 155,028
21197	CHAVANA ADAN G	RANDALL (PORT LAVACA), BLOCK K, LOT 12	$ 14,400	$ 14,400
28017	CHAVANA DENNIS DANIEL	A0012 ALEJANDRO ESPARZA, TRACT PT 7, ACRES 63.05, (TRACT A-1)	$ 27,020	$ 27,020
92319	CHEN PING-YUAN	CLARET CROSSING SECT 1 (PL), LOT 60	$ 245,010	$ 245,010
78151	CHERRY MAURICE	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 21	$ 34,000	$ 34,000
71858	CHG SENIOR LIVING REAL ESATE	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 12.04	$ 3,987,390	$ 3,987,390
39488	CHRISTIAN FAITH FAMILY CHURCH	A0035 MAXIMO SANCHEZ, TRACT PT 18 & 19 PLD, ACRES 4.33	$ -	$ -
17282	CITY OF PORT LAVACA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 45, LOT 1 THRU 12	$ -	$ -
17916	CITY OF PORT LAVACA	GROOMES (PORT LAVACA), BLK 2 LTS 9,10; BLK 3 LTS 1-20; BLK 4 LTS 14-31; BLK 5 LTS 1-12/18-29; BLK 6 LTS 13-17/30-34 & PT OF ABND ALLEY IN BLK 3 & 2	$ -	$ -
18194	CITY OF PORT LAVACA	KEY HALK (PORT LAVACA), LOT 9	$ -	$ -
18863	CITY OF PORT LAVACA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK H, LOT 2 THRU 6, (+ 0.328 AC & 0.164 ACS OF WATER ST)	$ -	$ -
19139	CITY OF PORT LAVACA	BAYVIEW ADDITION (PORT LAVACA), BLOCK A, LOT 1 THRU 16	$ -	$ -
19154	CITY OF PORT LAVACA	BAYVIEW ADDITION (PORT LAVACA), BLOCK B, LOT 1 THRU 8	$ -	$ -
19165	CITY OF PORT LAVACA	BAYVIEW ADDITION (PORT LAVACA), BLOCK C, LOT 1 THRU 3	$ -	$ -
19168	CITY OF PORT LAVACA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK F, LOT 4, + 52'X27.5' OF WATER ST	$ -	$ -
19180	CITY OF PORT LAVACA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK F, LOT 5, + 52' X 27.5' OF WATER ST	$ -	$ -
19213	CITY OF PORT LAVACA	BAYVIEW ADDITION (PORT LAVACA), BLOCK E, LOT 1 THRU 6	$ -	$ -
20109	CITY OF PORT LAVACA	LYNNHAVEN (PORT LAVACA), BLOCK S PT OF 10, ACRES 2.14	$ -	$ -
20688	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT F & G	$ -	$ -
20694	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT H	$ -	$ -
20709	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 2, LOT PT 2,3,4	$ -	$ -
20763	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT 17.33'X120' OF 11	$ -	$ -
20779	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT 17.33'X120' OF 12	$ -	$ -
21036	CITY OF PORT LAVACA	RANDALL (PORT LAVACA), BLOCK BC, LOT 1,2,3,4,11,12,13,14	$ -	$ -
21346	CITY OF PORT LAVACA	RANDALL (PORT LAVACA), BLOCK S, LOT 1,2,11,12	$ -	$ -
27821	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 19, ACRES 1.27	$ -	$ -
27897	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 30, ACRES 33.2	$ -	$ -
27948	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 31, ACRES 1.67	$ -	$ -
28042	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 31, ACRES 2.87	$ -	$ -
28094	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 32, ACRES 28.0	$ -	$ -
28361	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 32, ACRES 3.8	$ -	$ -
28387	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 32, ACRES 2.13	$ -	$ -
28415	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 33, ACRES 6.41	$ -	$ -
29474	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 28 & PT 31, ACRES 8.05, BICKFORD S/D	$ -	$ -
30870	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT PT 23 PLD, ACRES 1.58	$ -	$ -
38386	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT PT 31, ACRES 1.1	$ -	$ -
38505	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT PT 46, ACRES 9.196 (TILLEY PARK)	$ -	$ -
38625	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT PT 47, ACRES 0.54	$ -	$ -
38739	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 21.79, (WILSON PARK)	$ -	$ -
39857	CITY OF PORT LAVACA	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 2.5	$ -	$ -
40090	CITY OF PORT LAVACA	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES .73	$ -	$ -
41391	CITY OF PORT LAVACA	A0254 CITY OF PORT LAVACA, ACRES 18.402, (PT 74.50 AC TR) (0.692 ACS IN WATER ST)	$ -	$ -
41803	CITY OF PORT LAVACA	A0254 CITY OF PORT LAVACA, ACRES 34.65, (PT OF 74.50 AC TR)	$ -	$ -
41821	CITY OF PORT LAVACA	A0254 CITY OF PORT LAVACA, ACRES 6.898, (5.90 AC OF 74.50 AC + 0.466 AC + 0.388 AC + 0.164 AC OF WATER ST)	$ -	$ -
53764	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 13, LOT NE 1/2 OF 5	$ -	$ -
54462	CITY OF PORT LAVACA	CLEMENT COVE HARBOR S/D, ACRES 4.33	$ -	$ -
67302	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 1 THRU 5, 8 THRU 12 & OLD RD ROW, ACRES .43, (BICKFORD S/D)	$ -	$ -
76954	CITY OF PORT LAVACA	PORT LAVACA ORIGINAL TOWNSITE, BLOCK H, LOT 1, (0.033 ACS OF WATER ST)	$ -	$ -
81505	CITY OF PORT LAVACA	A0035 MAXIMO SANCHEZ, TRACT 52, ACRES 144.35, HARBOR REFUGE	$ -	$ -
83611	CITY OF PORT LAVACA	GEORGETOWN (PORT LAVACA), BLOCK 2, LOT PT 1	$ -	$ -
85691	CITY OF PORT LAVACA	A0012 ALEJANDRO ESPARZA, TRACT PT 19, ACRES .633	$ -	$ -
87346	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 1, LOT 1	$ -	$ -
87347	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 1, LOT 2	$ -	$ -
87348	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 1, LOT 3	$ -	$ -
87349	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 1	$ -	$ -
87350	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 2	$ -	$ -
87351	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 3	$ -	$ -
87354	CITY OF PORT LAVACA	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 6	$ -	$ -
92344	CITY OF PORT LAVACA	CLARET CROSSING SECT 1 (PL), LOT PARK AREA	$ -	$ -
93995	CLEVENGER ERIN	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT I	$ -	$ -
19253	CLM PROPERTIES LLC	BAYVIEW HEIGHTS (PORT LAVACA), LOT 1	$ 40,060	$ 40,060
19334	CLM PROPERTIES LLC	BAYVIEW HEIGHTS (PORT LAVACA), LOT 64' OF 10	$ 76,980	$ 76,980
19348	CLM PROPERTIES LLC	BAYVIEW HEIGHTS (PORT LAVACA), LOT SW 46' OF 10	$ 89,630	$ 89,630
79735	CLS TRUST (THE) DTD 6-2-1997	A0012 ALEJANDRO ESPARZA, TRACT PT 7, ACRES 63.06 (TRACT A-2)	$ 27,020	$ 27,020
29802	CLS TRUST (THE) DTD 6-2-1997	A0012 ALEJANDRO ESPARZA, TRACT 5, ACRES 109.88, MARTHA MARSH TR (TRACT B-2)	$ 44,920	$ 44,920
95411	COASTLINE DESIGN LLC	A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 5.0	$ 190,370	$ 190,370
20511	COFFEY SIDNEY CLAY	COFFEY SUBD (PL), BLOCK 1, LOT 1	$ 236,140	$ 236,140
78143	COLEGROVE TERRY	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 13	$ 40,000	$ 40,000
20888	COMMUNITY STORAGE PNRS LLC	NORTH END (PORT LAVACA), BLOCK B, LOT 1,2,3,4,7,8,9, PT 10	$ 204,450	$ 204,450
51934	CON METAL CONTRACTORS INC	A0035 MAXIMO SANCHEZ, TRACT PT 18, ACRES 10.92	$ -	$ 135,768
69455	CONRAD TERRY J	LAVACA BAY PLACE, LOT 5	$ 16,220	$ 16,220
69456	CONRAD TERRY J	LAVACA BAY PLACE, LOT 6	$ 16,220	$ 16,220
69458	CONRAD TERRY J	LAVACA BAY PLACE, LOT 8	$ 163,930	$ 163,930
20585	CORDERO RICARDO & BLANCA	BROOKHOLLOW 2 (PORT LAVACA), BLOCK 7, LOT 10	$ 259,040	$ 259,040
38368	CORNELIUS JAMES S	A0035 MAXIMO SANCHEZ, TRACT PT 63, ACRES 8.414	$ 156,820	$ 156,820
18408	COSTILLA JOSE LUIS	KEY HALK (PORT LAVACA), LOT 5	$ 61,640	$ 61,640
28494	COTSOVOLOS GEORGIA	A0012 ALEJANDRO ESPARZA, TRACT PT 34, ACRES 8.758	$ 128,790	$ 128,790
90077	COW INVESTMENTS LLC (THE)	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 320	$ 39,190	$ 39,190
19101	COWAN COBY DALE	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT 1,2,11,12	$ 102,900	$ 102,900
40451	COWARD CLAUDIA ANN	A0137 SAMUEL SHUPE, TRACT PT 56, ACRES 47.52	$ -	$ 15,200

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
90078	COX JOEY LEI	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 321	$ 45,280	$ 45,280
78136	CRAMER MICHAEL	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 6	$ 38,940	$ 38,940
36933	CRUZ EDGARDO (ESTATE)	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES 1.0	$ 4,360	$ 4,360
37143	CRUZ EDGARDO (ESTATE)	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES .8302	$ 57,410	$ 57,410
29393	CUMMINS MICHELLE	A0012 ALEJANDRO ESPARZA, TRACT PT 27, ACRES 1.85, BICKFORD S/D	$ 34,500	$ 34,500
87525	D&S CHAMBERS INVESTMENTS LLC	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 1.053, (BUSH PL SUBD LOT 1D)	$ 805,160	$ 805,160
37712	DANIEL FAMILY LTD	A0035 MAXIMO SANCHEZ, TRACT PT 23, ACRES 48.86, (TOWN FARM)	$ 20,930	$ 20,930
37626	DANIEL FAMILY LTD	A0035 MAXIMO SANCHEZ, TRACT PT 22, ACRES 97.88, (TOWN FARM)	$ 41,940	$ 41,940
27911	DANIEL FAMILY LTD	A0012 ALEJANDRO ESPARZA, TRACT 1, ACRES 254., (SNIDER FARM)	$ 107,420	$ 107,420
59634	DANIEL JANE E	A0035 MAXIMO SANCHEZ, TRACT PT 18, ACRES 1.5	$ -	$ 120,240
13476	DANIEL JANE E	A0035 MAXIMO SANCHEZ, TRACT PT 18, ACRES 71.234	$ -	$ 288,856
90055	DANIELS CHARLES B III	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 337	$ 34,000	$ 34,000
90045	DARWENT WILLIAM D	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 67	$ 34,000	$ 34,000
21294	DAVILA ADRIAN ESEQUIEL	RANDALL (PORT LAVACA), BLOCK BC, LOT 8,9	$ 81,040	$ 81,040
20506	DAVILA ALEJANDRO	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT SW 46.7' OF 2&4	$ 60,000	$ 60,000
20826	DAVILA ALEJANDRO	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT 6,8	$ 74,400	$ 74,400
20811	DAVILA REGINALDO (RAY) JR	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT 2,4	$ 86,028	$ 86,028
78159	DAVIS MARTHA (1/2)	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 29	$ 34,000	$ 34,000
28255	DEGOLLADO JUAN LUIS	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .4957, (SONIC)	$ 250,980	$ 250,980
28200	DEGOLLADO MAYRA	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .954	$ 119,736	$ 119,736
17191	DEGOLLADO SANTIAGO	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT 1,2	$ 144,200	$ 144,200
28333	DEGOLLADO SANTIAGO	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES 1.15	$ 760,790	$ 760,790
86312	DELAGARZA JOEL RENE	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 85	$ 34,000	$ 34,000
18236	DELAGARZA ROWENA JOYCE	KEY HALK (PORT LAVACA), LOT 16	$ 16,800	$ 16,800
20673	DELEON GUADALUPE	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT 1	$ 93,640	$ 93,640
20683	DELEON GUADALUPE	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT 2,SE 17' OF 4	$ 227,620	$ 227,620
78155	DELGADO MIGUEL ANGEL	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 25	$ 34,000	$ 34,000
90088	DENT RONALD W	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 331	$ 36,380	$ 36,380
78171	DEO SHRIDHAR B	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 41	$ 34,000	$ 34,000
20815	DIERLAM STANLEY	GEORGETOWN (PORT LAVACA), BLOCK 13, LOT NW 1/2 OF 5,ALL OF 6,7,8,PT OF 9 & 10	$ 22,940	$ 22,940
20734	DIERLAM STANLEY	GEORGETOWN (PORT LAVACA), BLOCK 13, LOT 1,3	$ 30,456	$ 30,456
20668	DIERSCHKE SHELIA	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT D	$ 56,520	$ 56,520
29581	DIETZEL MARK	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 0.25, BICKFORD S/D	$ 22,650	$ 22,650
14855	DIETZEL MARK	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES .61, BICKFORD S/D	$ 29,496	$ 29,496
29552	DIETZEL MARK	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 3.736, BICKFORD S/D	$ 952,170	$ 952,170
78137	DODOO RICHARD	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 7	$ 38,000	$ 38,000
33702	DOUBLE DK FARMS LLC	A0038 YSIDRO BENAVIDES, TRACT PT 20 WESTERLUND S/D, ACRES 81.43, (PT OF 121.477 ACS)	$ -	$ 34,890
90068	DUGI JONATHAN	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 311	$ 43,470	$ 43,470
90049	DUONG THANH	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 71	$ 34,000	$ 34,000
70958	DURHAM PATRICK D	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 2.0, (LANA PARK WEST PT OF LOT 4)	$ 266,920	$ 266,920
59635	ENDEAVOUR MACHINE & FAB INC	A0035 MAXIMO SANCHEZ, TRACT PT 18, ACRES 4.15	$ -	$ 1,503,794
28063	ENTEX INC	A0012 ALEJANDRO ESPARZA, TRACT PT 8, ACRES .11	$ 15,590	$ 15,590
86294	EPPERLY MICHAEL E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 62	$ 34,000	$ 34,000
86295	EPPERLY MICHAEL E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 63	$ 34,000	$ 34,000
37357	EQUALIZER INC	A0035 MAXIMO SANCHEZ, TRACT PT 21, 49, 57 & 58, ACRES 69.52	$ 39,680	$ 39,680
69149	ERVIN AMBER ELIZABETH	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT E	$ 57,000	$ 57,000
86377	ESCALERA CANDELARIO	A0137 SAMUEL SHUPE, TRACT PT 57, ACRES 31.04	$ -	$ 13,300
18401	ESCALERA CANDELARIO	KEY HALK (PORT LAVACA), LOT 4	$ 56,670	$ 56,670
92293	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 34	$ 34,630	$ 34,630
92294	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 35	$ 34,630	$ 34,630
92298	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 39	$ 34,630	$ 34,630
92300	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 41	$ 34,630	$ 34,630
92303	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 44	$ 34,630	$ 34,630
92309	FAILLA ROBERT	CLARET CROSSING SECT 1 (PL), LOT 50	$ 34,630	$ 34,630
89854	FELKINS MARISA L	LA SALLE'S LANDING S/D PHASE I, BLOCK 2, LOT B, (REPLAT)	$ 25,000	$ 25,000
90074	FELKINS YVONNE L	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 317	$ 21,500	$ 21,500
86342	FENG LINDA L	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 134	$ 34,000	$ 34,000
78132	FENG LINDA L	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 2	$ 38,940	$ 38,940
86292	FERRAO MELKY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 60	$ 34,000	$ 34,000
78175	FIRESTONE STANLEY C	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 45	$ 20,180	$ 20,180
41336	FISHER CHANNEL & DOCK CO	A0254 CITY OF PORT LAVACA, ACRES 14.945, (PT 74.50 AC TR) & ORIG TWNST BLK D & BLK E & PT OF AUSTIN, CYPRESS, CENTER & WATER STREETS	$ 449,620	$ 449,620
18423	FLORES BEATRICE M	KEY HALK (PORT LAVACA), LOT 6	$ 9,389	$ 9,389
18419	FLORES BEATRICE M	KEY HALK (PORT LAVACA), LOT 7	$ 12,800	$ 12,800
78140	FLORES GILBERT JR	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 10	$ 85,000	$ 85,000
29654	FOESTER JOHN	A0012 ALEJANDRO ESPARZA, TRACT 1, ACRES 61.43, MARTHA MARSH TR	$ 26,330	$ 26,330
20100671	FOESTER LOUIS III & SHIRLEY	A0012 ALEJANDRO ESPARZA, TRACT 5, ACRES 135.	$ -	$ -
93481	FOESTER LOUIS J III EXEMPT CREDIT TRUST	A0012 ALEJANDRO ESPARZA, TRACT 4, ACRES 40.0	$ -	$ -
29901	FONTENOT KEVIN	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 6.567	$ 290,100	$ 290,100
10857	FORMAT CORP	A0012 ALEJANDRO ESPARZA, TRACT PT 1 & 2 WILSON, NOBLE & BOYDE, ACRES 1.3	$ 39,320	$ 39,320
28895	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 40, ACRES 50.0	$ 21,420	$ 21,420
28919	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 40, ACRES 50.0	$ 21,430	$ 21,430
28860	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 40, ACRES 100.0	$ 42,850	$ 42,850
28664	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 39, ACRES 138.21	$ 59,220	$ 59,220
30063	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 1 & 2 WILSON, NOBLE & BOYDE, ACRES 7.59	$ 192,130	$ 192,130
14682	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 1 & 2 WILSON, NOBLE & BOYDE, ACRES 6.75	$ 228,250	$ 228,250
28695	FORMOSA PLASTICS CORP TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 39, ACRES 34.82	$ 229,812	$ 229,812
43774	FRANKLIN DALLAS B	LA VILLA (PORT LAVACA), LOT 7	$ 334,490	$ 334,490
53159	FREDERICKSBURG HOSPITALITY INC	A0012 ALEJANDRO ESPARZA, TRACT PT 21 & 12, ACRES 3.19, (JOHN GOVIND S/D)	$ 842,150	$ 842,150
27923	FRIS CHKN LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 15, ACRES .392	$ 221,895	$ 221,895
17254	G & W ENGINEERS INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT 9,10	$ 17,040	$ 17,040
17229	G & W ENGINEERS INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT SW 58' OF 3&4	$ 17,880	$ 17,880
17241	G & W ENGINEERS INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT NE 62' OF 1,2,3 & 4	$ 617,290	$ 617,290
78154	GARCIA CARLOS J	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 24	$ 34,000	$ 34,000
28046	GARCIA CARLOS MORENO	A0012 ALEJANDRO ESPARZA, TRACT PT 15, ACRES .64	$ 165,840	$ 165,840
39082	GARCIA JOSEPH	A0035 MAXIMO SANCHEZ, TRACT PT 63, ACRES 4.22	$ 95,830	$ 95,830
94741	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 3	$ 25,000	$ 25,000
94742	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 4	$ 25,000	$ 25,000
94743	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 5	$ 25,000	$ 25,000
94744	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 6	$ 25,000	$ 25,000
94745	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 7	$ 25,000	$ 25,000

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
94747	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 1	$ 40,500	$ 40,500
94746	GARCIA MARIA	MIMI'S SUBD (RURAL), LOT 8	$ 50,000	$ 50,000
37736	GARCIA MARIA	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 2.0, (MIMI'S SUBD LOT 2)	$ 512,112	$ 512,112
76165	GARCIA SHAUN R	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 2.009, (LEVERIDGE PLACE, PHASE 2, BLK 1, LOT 2)	$ 125,590	$ 125,590
76164	GARCIA SHAUN R	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 2.009, (LEVERIDGE PLACE, PHASE 2, BLK 1, LOT 1)	$ 1,080,320	$ 1,080,320
69849	GIBSON HAMMOND SCOTT	CLEMENT COVE HARBOR S/D, LOT 5	$ 261,348	$ 261,348
19779	GIL JOSE A	ALEX BOYD (PORT LAVACA), LOT 13,14	$ 57,920	$ 57,920
86300	GLADDEN ROBERT GARY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 73	$ 529,640	$ 529,640
38063	GONZALES HECTOR A	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 6.00	$ 490	$ 490
94020	GONZALEZ ALBERTO	A0137 SAMUEL SHUPE, TRACT PT 51, ACRES 0.37	$ -	$ -
21041	GONZALEZ ROBERT	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT N PT 2 & 4, ACRES .0817	$ 4,272	$ 4,272
21030	GONZALEZ ROBERT	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT 1,3	$ 69,600	$ 69,600
78139	GOODIE AMANDA JO KELLEY	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 9	$ 85,000	$ 85,000
80122	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), DRILL SITE ESMT	$ 20	$ 20
80121	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), COMMON AREA	$ 30	$ 30
80120	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), CITY PARK	$ 40	$ 40
40262	GRAND TEJAS LAND LLC	A0137 SAMUEL SHUPE, TRACT PTS 39,40,41, ACRES 1.0	$ 80	$ 80
78271	GRAND TEJAS LAND LLC	A0035 MAXIMO SANCHEZ, TRACT 1, ACRES 2.43, RESERVATION	$ -	$ 200
86350	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LAKE COMMON AREA, ACRES 54.9369	$ 550	$ 550
40245	GRAND TEJAS LAND LLC	A0137 SAMUEL SHUPE, TRACT PTS 39,40,41, ACRES 9.26	$ 750	$ 750
86337	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), COMMON AREA 2.04 ACS	$ 1,000	$ 1,000
86349	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), COMMON AREA 0.87 ACRES	$ 1,000	$ 1,000
40225	GRAND TEJAS LAND LLC	A0137 SAMUEL SHUPE, TRACT PT 38, ACRES 13.4714	$ 1,100	$ 1,100
31826	GRAND TEJAS LAND LLC	A0035 MAXIMO SANCHEZ, TRACT PT 32 & 33, ACRES 25.91	$ 2,110	$ 2,110
40108	GRAND TEJAS LAND LLC	A0137 SAMUEL SHUPE, TRACT 34,35,36,37 & PT OF 38,43,44, ACRES 124.5941	$ 10,160	$ 10,160
86287	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 55	$ 12,940	$ 12,940
86288	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 56	$ 12,940	$ 12,940
86301	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 74	$ 12,940	$ 12,940
86303	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 76	$ 12,940	$ 12,940
86304	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 77	$ 12,940	$ 12,940
90061	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 304	$ 12,940	$ 12,940
90063	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 306	$ 12,940	$ 12,940
90064	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 307	$ 12,940	$ 12,940
90065	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 308	$ 12,940	$ 12,940
90066	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 309	$ 12,940	$ 12,940
90067	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 310	$ 12,940	$ 12,940
90069	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 312	$ 12,940	$ 12,940
90079	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 322	$ 12,940	$ 12,940
90081	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 324	$ 12,940	$ 12,940
78162	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 32	$ 16,190	$ 16,190
78133	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 3	$ 25,940	$ 25,940
78134	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 4	$ 25,940	$ 25,940
78135	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 5	$ 25,940	$ 25,940
86329	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 122	$ 38,940	$ 38,940
86330	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 123	$ 38,940	$ 38,940
86332	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 125	$ 38,940	$ 38,940
86333	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 126	$ 38,940	$ 38,940
86334	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 127	$ 38,940	$ 38,940
86336	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 129	$ 38,940	$ 38,940
90090	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 350	$ 38,940	$ 38,940
90093	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 353	$ 38,940	$ 38,940
90099	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 359	$ 38,940	$ 38,940
90101	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 361	$ 38,940	$ 38,940
90104	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 364	$ 38,940	$ 38,940
90109	GRAND TEJAS LAND LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 369	$ 38,940	$ 38,940
90094	GRANT CARY	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 354	$ 40,000	$ 40,000
69459	GRANT RACHEL	LAVACA BAY PLACE, LOT 9	$ 25,500	$ 25,500
69461	GRANT RACHEL	LAVACA BAY PLACE, LOT 11	$ 25,500	$ 25,500
69460	GRANT RAYMOND	LAVACA BAY PLACE, LOT 10	$ 314,351	$ 314,351
19066	GRAUDUSHUS GEORGE	BAYVIEW HEIGHTS (PORT LAVACA), LOT W 75' OF 23	$ 91,812	$ 91,812
90113	GUERRA MARIO ALBERTO	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 373	$ 38,940	$ 38,940
90107	GUILLERMO BENJAMIN V	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 367	$ 70,000	$ 70,000
78176	GUNHATHONG PAVANA	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 46	$ 20,180	$ 20,180
19177	HARRISS TY C	BAYVIEW ADDITION (PORT LAVACA), BLOCK D, LOT 1,6	$ 12,480	$ 12,480
15861	HARRISS TY C	KEY HALK (PORT LAVACA), LOT 23,24,25	$ 119,000	$ 119,000
28225	HARRISS TY C	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .589, (GOLDEN CORRAL S/D LT 1)	$ 142,800	$ 142,800
18320	HARRISS TY C	HARRISS SUBD (PORT LAVACA), LOT 1R	$ 163,246	$ 163,246
15788	HARRISS TY C	HARRISS SUBD (PORT LAVACA), LOT 2R	$ 319,610	$ 319,610
69451	HBL LLC	LAVACA BAY PLACE, LOT 1	$ 10,080	$ 10,080
90052	HEMPHILL LISA DIANE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 334	$ 34,000	$ 34,000
18324	HENGST GARY L	KEY HALK (PORT LAVACA), LOT 26	$ 4,800	$ 4,800
18334	HENGST GARY L	KEY HALK (PORT LAVACA), LOT 27	$ 4,800	$ 4,800
18341	HENGST GARY L	KEY HALK (PORT LAVACA), LOT 28	$ 4,800	$ 4,800
18216	HENGST GARY L	KEY HALK (PORT LAVACA), LOT 11,12,13	$ 65,705	$ 65,705
20932	HERMES SUSAN M	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 9,11	$ 120,768	$ 120,768
20661	HERMES SUSAN M	GEORGETOWN (PORT LAVACA), BLOCK 10	$ 179,112	$ 179,112
90070	HERNANDEZ ANDREA L	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 313	$ 43,040	$ 43,040
21236	HERNANDEZ DORA	RANDALL (PORT LAVACA), BLOCK L, LOT 1,2	$ 142,010	$ 142,010
20742	HERNANDEZ JULIO C	GEORGETOWN (PORT LAVACA), BLOCK 13, LOT 2,4	$ 180,740	$ 180,740
20752	HERNANDEZ PORFIRIO	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT PT 7&9, (RENDON ONE S/D, LOT C)	$ 15,130	$ 15,130
90072	HERNANDEZ WILLIAM	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 315	$ 39,190	$ 39,190
86341	HIGGINS CRAWFORD	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 133	$ 38,940	$ 38,940
73204	HIGH TIDE PROPERTY LLC	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 2.5, (D H T SUBDIVISION, BLK 1, LOT 1)	$ 130,680	$ 130,680
50080	HIGHWAY 35 BAY WASH INC	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 1.297	$ 624,960	$ 624,960
92317	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 58	$ 10,050	$ 10,050
29070	HO ENTERPRISES LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 3 THRU 5, 8 THRU 12 & OLD RD ROW, ACRES 27.38, (BICKFORD S/D)	$ 10,190	$ 10,190
92316	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 57	$ 12,270	$ 12,270
92266	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 7	$ 13,650	$ 13,650
92269	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 10	$ 13,660	$ 13,660
92272	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 13	$ 13,660	$ 13,660

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
92275	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 16	$ 13,740	$ 13,740
92261	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 2	$ 14,000	$ 14,000
92262	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 3	$ 14,000	$ 14,000
92263	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 4	$ 14,000	$ 14,000
92264	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 5	$ 14,000	$ 14,000
92265	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 6	$ 14,000	$ 14,000
92270	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 11	$ 14,010	$ 14,010
92271	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 12	$ 14,010	$ 14,010
92274	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 15	$ 14,350	$ 14,350
92267	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 8	$ 14,360	$ 14,360
92268	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 9	$ 14,360	$ 14,360
92273	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 14	$ 14,360	$ 14,360
92323	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 64	$ 14,500	$ 14,500
92324	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 65	$ 14,510	$ 14,510
92325	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 66	$ 14,510	$ 14,510
92313	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 54	$ 15,710	$ 15,710
92322	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 63	$ 15,880	$ 15,880
92334	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 75	$ 16,850	$ 16,850
92335	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 76	$ 16,850	$ 16,850
92260	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 1	$ 19,344	$ 19,344
92312	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 53	$ 19,908	$ 19,908
92308	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 49	$ 21,384	$ 21,384
92339	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 80	$ 23,376	$ 23,376
92340	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 81	$ 23,376	$ 23,376
92341	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 82	$ 23,376	$ 23,376
92342	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 83	$ 23,376	$ 23,376
92292	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 33	$ 25,980	$ 25,980
92296	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 37	$ 25,980	$ 25,980
92297	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 38	$ 25,980	$ 25,980
92301	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 42	$ 25,980	$ 25,980
92302	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 43	$ 25,980	$ 25,980
92306	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 47	$ 25,980	$ 25,980
92307	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 48	$ 25,980	$ 25,980
92279	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 20	$ 26,480	$ 26,480
92280	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 21	$ 26,480	$ 26,480
92282	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 23	$ 26,480	$ 26,480
92284	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 25	$ 26,480	$ 26,480
92285	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 26	$ 26,480	$ 26,480
92286	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 27	$ 26,480	$ 26,480
92287	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 28	$ 26,480	$ 26,480
92288	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 29	$ 26,480	$ 26,480
92289	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 30	$ 26,480	$ 26,480
92278	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 19	$ 26,550	$ 26,550
92338	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 79	$ 27,330	$ 27,330
92283	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 24	$ 28,990	$ 28,990
92315	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 56	$ 119,300	$ 119,300
92314	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 55	$ 120,090	$ 120,090
92290	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 31	$ 197,099	$ 197,099
92343	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 84	$ 210,820	$ 210,820
92291	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 32	$ 222,062	$ 222,062
92299	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 40	$ 239,000	$ 239,000
92277	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 18	$ 265,630	$ 265,630
92276	HO ENTERPRISES LLC	CLARET CROSSING SECT 1 (PL), LOT 17	$ 334,220	$ 334,220
29257	HO ENTERPRISES LLC	A0012 ALEJANDRO ESPARZA, TRACT 6,7,13,14,15,16 AND PT OF 5,12,17,21 & 22, BICKFORD S/D, ACRES 77.55	$ 662,460	$ 662,460
86324	HOELSCHER CLIFFORD E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 97	$ 31,280	$ 31,280
86325	HOELSCHER CLIFFORD E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 98	$ 31,280	$ 31,280
40293	HOLLAMON GEORGE HARRISON	A0137 SAMUEL SHUPE, TRACT PT 62, ACRES .33	$ -	$ -
40740	HOLLAMON LANDS CO	A0137 SAMUEL SHUPE, TRACT PT 58, ACRES 83.66	$ -	$ 35,850
18754	HOPE FELLOWSHIP CHURCH	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT NE 49.4' OF SW 75' OF 7 & 8, & PT OF 9 & 10	$ -	$ -
86309	HORN GLENDALE	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 82	$ 34,000	$ 34,000
86340	HORNBEAK JOHN E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 132	$ 34,000	$ 34,000
92318	HUANG WAN-YUN	CLARET CROSSING SECT 1 (PL), LOT 59	$ 229,390	$ 229,390
92295	HUANG WAN-YUN	CLARET CROSSING SECT 1 (PL), LOT 36	$ 355,750	$ 355,750
20100705	HUANG YU-TANG	A0012 ALEJANDRO ESPARZA, TRACT PT 19, ACRES 1.0, BICKFORD S/D	$ -	$ -
28074	HWANG F P	A0012 ALEJANDRO ESPARZA, TRACT PT 15, ACRES .1615	$ 116,840	$ 116,840
29423	HWANG FONG-PING	A0012 ALEJANDRO ESPARZA, TRACT PT 28, ACRES 0.8266, BICKFORD S/D (LIGHTHOUSE COVE CONDOS)	$ 33,060	$ 33,060
29454	HWANG FONG-PING	A0012 ALEJANDRO ESPARZA, TRACT PT 28, ACRES 1.653, (LIGHTHOUSE COVE CONDOS)	$ 66,120	$ 66,120
86297	INGLIS DENISE	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 65	$ 34,000	$ 34,000
50839	IVY GLENN	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 7.149	$ 11,050	$ 11,050
86345	IVY KENNETH	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 137	$ 23,210	$ 23,210
17249	JACKSON PHOTOGRAPHY INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT NE 70' OF 7&8	$ 206,110	$ 206,110
78182	JAHAGIRDAR MANJUSHA M	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 52	$ 28,800	$ 28,800
28983	JANAV INVESTMENT LLC	JANAV SUBD (PORT LAVACA), BLOCK 1, LOT PT 2, ACRES 7.453	$ 611,844	$ 611,844
20912	JANUARY DOUGLAS DALE	NORTH END (PORT LAVACA), BLOCK B, LOT 5,6, PTS 11,12, & KEY HALK LTS 1,2,3 & GROOMES BLK 4 PT LT 2	$ 131,090	$ 131,090
90084	JELINEK DARLENE F	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 327	$ 34,000	$ 34,000
94684	JEMCO HOLDINGS INC	JEMCO SANDCRAB SUBD (PORT LAVACA), LOT 2R, (REPLAT), ACRES 1.0	$ 433,480	$ 433,480
14112	JQ AMERICAN PROPERTIES	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 5.22	$ 130,510	$ 130,510
37976	JQ AMERICAN PROPERTIES	A0035 MAXIMO SANCHEZ, TRACT PT 27, ACRES 7.33, & ABST 12 A.ESPARZA, TR PT 12	$ 183,250	$ 183,250
16001	JUNEK JEFFREY ALLEN	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 1, 3	$ 190,080	$ 190,080
19112	KACIR RANDY	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT 3 & 4 FT of 4, & 21.5 FT OF 9 & 10	$ 36,960	$ 36,960
18732	KACIR RANDY	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT SW 4' OF 5&6,NE 20' OF 7&8	$ 80,506	$ 80,506
20526	KACIR VINCENT	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT 8,SE 17.3' OF 10	$ 73,800	$ 73,800
19744	KALDIS MARK	ALEX BOYD (PORT LAVACA), LOT 9,10	$ 140,000	$ 140,000
19053	KARL JUSTIN	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT PTS OF 8,9,10	$ 137,196	$ 137,196
20790	KARL JUSTIN	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT NE 24.4' OF 1 & 3 & 5	$ 141,120	$ 141,120
36684	KASAN-RINGGOLD INVESTMENTS LTD	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES 11.09	$ 540	$ 540
15458	KASAN-RINGGOLD INVESTMENTS LTD	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES 3.0	$ 165,757	$ 165,757
17300	KEATHLEY BRUCE CLAYTON	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 41, LOT 5,6	$ 63,576	$ 63,576
17292	KEATHLEY BRUCE CLAYTON	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 41, LOT NW 26' OF 3, & 4	$ 112,301	$ 112,301
83190	KELLY JOHN M	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT PT OF 7,8,9,10	$ 237,260	$ 237,260

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
28444	KESRI NANDAN LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .42	$ 199,404	$ 199,404
78184	KHALIGH ASSLAN	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 54	$ 28,000	$ 28,000
32090	KITCHEN WALTER (ESTATE)	A0035 MAXIMO SANCHEZ, TRACT PT 8 KITCHEN S/D, ACRES 2.42	$ 200,810	$ 200,810
27728	KNEUPPER CARY	A0012 ALEJANDRO ESPARZA, TRACT PT 18, ACRES 1.076	$ 20,076	$ 20,076
28096	KNEUPPER CARY	A0012 ALEJANDRO ESPARZA, TRACT PT 20, ACRES 1.4395	$ 225,570	$ 225,570
38248	KNEUPPER CARY	A0035 MAXIMO SANCHEZ, TRACT PT 30, ACRES .69	$ 418,570	$ 418,570
69464	KNOX ROBERT STEPHEN	LAVACA BAY PLACE, LOT 14	$ 410,540	$ 410,540
81076	KRAUSE SHERRIE	RANDALL (PORT LAVACA), BLOCK K, LOT 5,6	$ 175,049	$ 175,049
86339	KROON ANTHONY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 131	$ 34,000	$ 34,000
90044	KUHFELDT CLIFFORD	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 66	$ 34,000	$ 34,000
90102	KUSAILA JARED BUTLER	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 362	$ 60,000	$ 60,000
38166	KWI GILLIAN DDS	A0035 MAXIMO SANCHEZ, TRACT PT 30, ACRES 1.521	$ 259,588	$ 259,588
87536	KWI SOLOMON	DUBOSE SUBD (PORT LAVACA), BLOCK 1, LOT PT OF 2R, (RESUB 1), ACRES 2.8100	$ 230	$ 230
87544	KWI SOLOMON	DUBOSE SUBD (PORT LAVACA), BLOCK 1, LOT PT OF 2R, (RESUB 1), ACRES 3.19	$ 260	$ 260
86313	KWONG ANTHONY P	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 86	$ 34,000	$ 34,000
40091	LABRIE HENRY	A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 24.31	$ 10,420	$ 10,420
90056	LAI LAIHA	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 338	$ 384,160	$ 384,160
20769	LAI NGA LISA	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT 1,3	$ 175,500	$ 175,500
86296	LANDRUM ERIK	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 64	$ 34,000	$ 34,000
19022	LAVACA 101 COMMERCE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT 4 & PT OF 3, 7, 8, 9, 10	$ 64,490	$ 64,490
19028	LAVACA 101 COMMERCE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT 5,6	$ 396,720	$ 396,720
17205	LAVACA 126 MAIN LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT PT 5,6,7,8	$ 65,130	$ 65,130
18985	LAVACA 131 COMMERCE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT 2	$ 28,600	$ 28,600
18969	LAVACA 131 COMMERCE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT 1	$ 30,620	$ 30,620
19000	LAVACA 131 COMMERCE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT PT 3	$ 51,850	$ 51,850
90054	LAWS SUSANNE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 336	$ 25,000	$ 25,000
28443	LAXTON LENDELL	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES .542	$ 228,588	$ 228,588
56797	LE DUNG	A0035 MAXIMO SANCHEZ, TRACT PT 63, ACRES 4.23	$ 346,160	$ 346,160
86302	LE LILY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 75	$ 34,000	$ 34,000
90110	LE LONG QUOC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 370	$ 38,940	$ 38,940
90097	LEAL JOHN LOUIS	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 357	$ 59,940	$ 59,940
29954	LEBOW ROBERT TRUST	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 7.558	$ 620	$ 620
29998	LEBOW ROBERT TRUST	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 15.964	$ 1,300	$ 1,300
30019	LEBOW ROBERT TRUST	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 4.196	$ 12,590	$ 12,590
19381	LECHUGA CASILDO	BAYVIEW HEIGHTS (PORT LAVACA), LOT 12	$ 148,680	$ 148,680
12817	LEE ANDREW	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES 1.312, (GOLDEN CORRAL S/D LT 2)	$ 632,550	$ 632,550
19130	LEE KYONG MI	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT NE 52'X113.1' OF 4	$ 8,316	$ 8,316
18719	LEE KYONG MI	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT NE 51' OF SW 55' OF 5&6	$ 161,100	$ 161,100
78146	LEE MICHAEL	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 16	$ 125,800	$ 125,800
69850	LEE VINCENT WAH CHOW	CLEMENT COVE HARBOR S/D, LOT 6	$ 263,150	$ 263,150
40332	LEITA DONALD L	A0137 SAMUEL SHUPE, TRACT PT 64, ACRES 1.081	$ -	$ 82,600
43758	LERMA WAYNE A	LA VILLA (PORT LAVACA), LOT 6	$ 136,494	$ 136,494
21137	LESTER STANLEY P	RANDALL (PORT LAVACA), BLOCK K, LOT 1,2	$ 145,404	$ 145,404
92337	LIU JINGTIAN	CLARET CROSSING SECT 1 (PL), LOT 78	$ 156,285	$ 156,285
30789	LL&TL LLC	A0035 MAXIMO SANCHEZ, TRACT PT 22 PLD, ACRES 7.73	$ 3,310	$ 3,310
69845	LL&TL LLC	CLEMENT COVE HARBOR S/D, LOT 1	$ 11,250	$ 11,250
69846	LL&TL LLC	CLEMENT COVE HARBOR S/D, LOT 2	$ 11,250	$ 11,250
94993	LL&TL LLC	A0035 MAXIMO SANCHEZ, TRACT PT 24 PLD, ACRES 36.06	$ 12,730	$ 12,730
37999	LL&TL LLC	A0035 MAXIMO SANCHEZ, TRACT PT 23, PT 26, PT 27 & 28, ACRES 58.2014	$ -	$ 22,350
78269	LONGHORN ONE LLC	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES 2.02, MEMORIAL MEDICAL PLAZA PARCEL 2	$ 1,370,000	$ 1,370,000
21180	LUCIA ORNELAS FOUNDATION INC	RANDALL (PORT LAVACA), BLOCK K, LOT 7,8, (RESUB LOT 7R)	$ -	$ -
21205	LUNA MARIA ESTELA	RANDALL (PORT LAVACA), BLOCK K, LOT 11	$ 17,736	$ 17,736
21222	LUNA MARIA ESTELA	RANDALL (PORT LAVACA), BLOCK K, LOT 10	$ 17,736	$ 17,736
86326	LUONG KATHERINE NHI	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 99	$ 34,000	$ 34,000
90098	LUONG KATHERINE NHI	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 358	$ 66,170	$ 66,170
78163	LUONG KHOA	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 33	$ 34,000	$ 34,000
37939	LYSSY ROGER WILLIAM	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 40.11	$ 17,190	$ 17,190
18780	MADRAK DENNIS WAYNE	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT SW 25.8' OF 7&8	$ 117,760	$ 117,760
92310	MAI TSAINAN	CLARET CROSSING SECT 1 (PL), LOT 51	$ 360,212	$ 360,212
18768	MAKE ME CHIC SALON LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT PTS OF OF 7, 8, 9, 10	$ 86,920	$ 86,920
78138	MAKI ROBERT	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 8	$ 73,000	$ 73,000
90062	MANALIGOD DOMINIC P	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 305	$ 26,690	$ 26,690
90092	MANLEY MICHAEL JOHN	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 352	$ 54,970	$ 54,970
38819	MAREZ ARISTEO C	A0035 MAXIMO SANCHEZ, TRACT PT 60, ACRES .22	$ 3,980	$ 3,980
38774	MAREZ ARISTEO C	A0035 MAXIMO SANCHEZ, TRACT PT 60, ACRES .3	$ 5,000	$ 5,000
78144	MARSHALL BARBARA	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 14	$ 85,000	$ 85,000
19034	MARSHALL BERNICE (ESTATE)	BAYVIEW HEIGHTS (PORT LAVACA), LOT 21	$ 66,648	$ 66,648
53568	MARSHALL JON LANDON	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES .554	$ 1,915	$ 1,915
90082	MARTINEZ DAN	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 325	$ 43,820	$ 43,820
21441	MARTINEZ EDGAR P	RANDALL (PORT LAVACA), BLOCK T, LOT 6,7,13,14	$ 27,108	$ 27,108
18245	MARTINEZ HENRY	KEY HALK (PORT LAVACA), LOT 15	$ 36,072	$ 36,072
56269	MARTINEZ JESSICA	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 2.0, (LAUREL ACRES S/D BLK 1 LT 1)	$ 703,000	$ 703,000
29174	MARTINEZ MARIA L LUJANO	A0012 ALEJANDRO ESPARZA, TRACT PT 5 LEVINGSTON, ACRES 1.918	$ 14,736	$ 14,736
29233	MARTINEZ MARIA L LUJANO	A0012 ALEJANDRO ESPARZA, TRACT PT 5 LEVINGSTON, ACRES .475, AND 29 SQ FT TR OF TR 4 LEVINGSTON HEIRS	$ 103,640	$ 103,640
29146	MARTINEZ MARIA L LUJANO	A0012 ALEJANDRO ESPARZA, TRACT 4 LEVINGSTON, ACRES 2.39	$ 113,868	$ 113,868
29204	MARTINEZ MARIA L LUJANO	A0012 ALEJANDRO ESPARZA, TRACT 6 LEVINGSTON, ACRES 2.39	$ 242,470	$ 242,470
78179	MARTINEZ R; GUILLEN C	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 49	$ 28,810	$ 28,810
69466	MARTINEZ THOMAS C	LAVACA BAY PLACE, LOT 16	$ 50,000	$ 50,000
69467	MARTINEZ THOMAS C	LAVACA BAY PLACE, LOT 17	$ 50,000	$ 50,000
69468	MARTINEZ THOMAS C	LAVACA BAY PLACE, LOT 18	$ 50,000	$ 50,000
28337	MARUTI 2 LODGING LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 32,34, ACRES 2.38	$ 1,526,120	$ 1,526,120
87342	MARUTI HOTEL GROUP LLC	PATEL SUBD (PORT LAVACA), BLOCK 1, LOT 3, ACRES .23	$ 20,740	$ 20,740
87343	MARUTI HOTEL GROUP LLC	PATEL SUBD (PORT LAVACA), BLOCK 1,TRACT A	$ 46,680	$ 46,680
87344	MARUTI HOTEL GROUP LLC	PATEL SUBD (PORT LAVACA), BLOCK 1, ROW & UTILITY ACCESS, ACRES .74	$ 66,730	$ 66,730
87341	MARUTI HOTEL GROUP LLC	PATEL SUBD (PORT LAVACA), BLOCK 1, LOT 2, ACRES 1.08	$ 68,170	$ 68,170
87340	MARUTI HOTEL GROUP LLC	PATEL SUBD (PORT LAVACA), BLOCK 1, LOT 1, ACRES 1.96	$ 97,560	$ 97,560
86315	MATULA DARYL W	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 88	$ 355,982	$ 355,982
19364	MAYORGA NORMA	BAYVIEW HEIGHTS (PORT LAVACA), LOT 11	$ 120,768	$ 120,768
14346	MCDONALDS REAL ESTATE COMPANY	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES .856, (PT LT 3 PL SQ)	$ 995,000	$ 995,000
17261	MCGREW DONALD F JR & TERRI L	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 41, LOT 1,2,SE 26' OF 3	$ 117,263	$ 117,263

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
92311	MCGREW SHERRON KAY GERYK	CLARET CROSSING SECT 1 (PL), LOT 52	$ 39,970	$ 39,970
86291	MCLEOD DOUGLAS	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 59	$ 34,000	$ 34,000
20100539	MCMILLAN ISABEL	NORTH END (PORT LAVACA), BLOCK C, LOT 30' OF 3	$ -	$ -
86310	MEEK KENNETH D	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 83	$ 34,000	$ 34,000
29173	MELCHER ED CO INC	A0012 ALEJANDRO ESPARZA, TRACT PT 20, ACRES 2.69, (BICKFORD S/D)	$ 230	$ 230
29094	MELCHER ED CO INC	A0012 ALEJANDRO ESPARZA, TRACT PT 19, ACRES 6.3, (BICKFORD S/D)	$ 520	$ 520
20737	MELCHER ED CO INC	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT 8,SW 80' OF 7,SE 17.3' OF SW 80' OF 9,SE 17.3' OF, 10	$ 12,600	$ 12,600
20643	MELCHER ED CO INC	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT A,B	$ 65,000	$ 65,000
21464	MELCHER J C JR	RANDALL (PORT LAVACA), BLOCK T, LOT 8,9	$ 40,500	$ 40,500
86305	MEMON ARIF	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 78	$ 34,000	$ 34,000
10701	MENDEZ OCIEL JR	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT PT 5 & 7, (RENDON ONE S/D, LOT A)	$ 6,250	$ 6,250
83351	MENDEZ OCIEL JR	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT PT 5 & 7, (RENDON ONE S/D, LOT B)	$ 154,206	$ 154,206
90075	MGHI LLC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 318	$ 39,180	$ 39,180
29506	MHG ENTERPRISES LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 23, ACRES 1.987, (BICKFORD S/D)	$ 341,988	$ 341,988
52591	MICKLE ALAN	A0035 MAXIMO SANCHEZ, TRACT PT 29,30,31 PLD, ACRES 10.139	$ -	$ 4,340
94504	MICKLE BRUCE ALLEN	A0137 SAMUEL SHUPE, TRACT PTS 62, ACRES 22.92	$ -	$ 8,150
31401	MICKLE CYNTHIA KAY	A0035 MAXIMO SANCHEZ, TRACT PT 29,30,31 PLD, ACRES 11.757, 28X52 REDMAN - STONEBROOK MH	$ -	$ 42,412
40837	MICKLE TERRY RAY	A0137 SAMUEL SHUPE, TRACT 61, PTS 60, ACRES 21.5	$ -	$ 7,540
78180	MIDLAND IRA	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 50	$ 28,810	$ 28,810
78157	MIDLAND IRA INC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 27	$ 34,000	$ 34,000
78158	MIDLAND IRA INC	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 28	$ 34,000	$ 34,000
90060	MIDLAND TRUST CO	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 303	$ 29,910	$ 29,910
43749	MILLER TIMOTHY ETOYT	LA VILLA (PORT LAVACA), LOT 5	$ 100,410	$ 100,410
78131	MOBLEY BECKY G	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 1	$ 69,700	$ 69,700
69469	MOHAMMED ADNAN	LAVACA BAY PLACE, LOT 19	$ 50,000	$ 50,000
21159	MONTALVO RITA	RANDALL (PORT LAVACA), BLOCK K, LOT 4	$ 22,572	$ 22,572
78142	MOORE GARY STAN	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 12	$ 38,940	$ 38,940
92336	MOORE MARK	CLARET CROSSING SECT 1 (PL), LOT 77	$ 194,607	$ 194,607
78172	MORELAND BILLY	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 42	$ 34,000	$ 34,000
28982	MORRIS HERMAN L	A0012 ALEJANDRO ESPARZA, TRACT PT 41, ACRES 3.66	$ 26,650	$ 26,650
78168	MOULTON MICHAEL DAVID	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 38	$ 34,000	$ 34,000
38149	MRS EQUIPMENT GROUP LLC	A0035 MAXIMO SANCHEZ, TRACT PT 30, ACRES 3.37	$ 1,930,250	$ 1,930,250
53488	MYBE IV LLC	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 1.193	$ 54,450	$ 54,450
90047	MYERS EDWARD CLINTON JR	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 69	$ 34,000	$ 34,000
90048	MYERS EDWARD CLINTON JR	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 70	$ 34,000	$ 34,000
66303	NASTERNAK MARK (ETAL)	BAYVIEW ADDITION (PORT LAVACA), BLOCK F, LOT 1,2,3,4,5,8,9 ACRES 1.00	$ 182,990	$ 182,990
57009	NASTERNAK MARK EDWARD	RANDALL (PORT LAVACA), BLOCK BC, LOT 6 & 7	$ 17,280	$ 17,280
54003	NASTERNAK MARK EDWARD	OLD CITY HALL S/D, BLOCK 1, LOT 1, ACRES .562	$ 468,029	$ 468,029
65209	NAVARRO JAMES	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 2., (LAUREL ACRES S/D BLK 1 LT 2)	$ 50,000	$ 50,000
87352	NEVAREZ KEVIN DALE	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 4	$ 53,050	$ 53,050
87353	NEVAREZ KEVIN DALE	COTTAGE COVE SUBD (PORT LAVACA), BLOCK 2, LOT 5	$ 229,100	$ 229,100
78181	NGO HOAI THE	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 51	$ 28,810	$ 28,810
86344	NGUYEN THUY THANH	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 136	$ 34,000	$ 34,000
78169	NGUYEN TU VAN	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 39	$ 34,000	$ 34,000
37168	NGUYEN TUYET HONG THI	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES .41	$ 19,950	$ 19,950
86299	NIETO GINA	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 72	$ 453,657	$ 453,657
78167	NORMAN BRENT	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 37	$ 405,910	$ 405,910
75808	OAKTEX PORT LAVACA LLC	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 1.00	$ 57,672	$ 57,672
21257	ONDREAS KENNETH	RANDALL (PORT LAVACA), BLOCK L, LOT PTS 13,14	$ 167,710	$ 167,710
19407	ORION MARINE CONSTRUCTION INC	BAYVIEW HEIGHTS (PORT LAVACA), LOT NW 50' OF 14	$ 3,228	$ 3,228
19084	ORION MARINE CONSTRUCTION INC	BAYVIEW HEIGHTS (PORT LAVACA), LOT 24, E 25' OF 23	$ 7,980	$ 7,980
19286	ORION MARINE CONSTRUCTION INC	BAYVIEW HEIGHTS (PORT LAVACA), LOT 3,4,5	$ 19,356	$ 19,356
28072	ORION MARINE CONSTRUCTION INC	A0012 ALEJANDRO ESPARZA, TRACT PTS 19,20 & BAYVIEW HEIGHTS LOTS 6-9, 15-18, 25-27, ACRES 14.87	$ 829,790	$ 829,790
28167	ORION MARINE CONSTRUCTION INC	A0012 ALEJANDRO ESPARZA, TRACT 21, ACRES 8.66	$ 955,000	$ 955,000
18975	ORTA GREGORY III (ESTATE)	BAYVIEW HEIGHTS (PORT LAVACA), LOT SE 50' OF 14	$ 3,228	$ 3,228
38702	ORTA SERVANDO III	A0035 MAXIMO SANCHEZ, TRACT PT 60, ACRES .23	$ 71,240	$ 71,240
78164	ORTEGA MICHAEL A	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 34	$ 34,000	$ 34,000
90046	OSORIO ERNESTO HERNAN	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 68	$ 34,000	$ 34,000
18209	PALACIOS MARINE INDUSTRIAL	KEY HALK (PORT LAVACA), LOT 10	$ 97,020	$ 97,020
69465	PARKER JOYCE GAIL	LAVACA BAY PLACE, LOT 15	$ 50,000	$ 50,000
28384	PARKER WILLET	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 1.435	$ 552,204	$ 552,204
86489	PARKWAY CHURCH	A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 10.0	$ -	$ -
19079	PENA JOSEPH CHARLES JR	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT 11,12	$ 76,510	$ 76,510
90112	PENGXIANG NIE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 372	$ 125,800	$ 125,800
86343	PENSCO TRUST COMPANY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 135	$ 34,000	$ 34,000
86338	PERALES EDDIE P	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 130	$ 59,500	$ 59,500
78166	PEREZ AARON	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 36	$ 34,000	$ 34,000
37916	PEREZ ARTURO	A0035 MAXIMO SANCHEZ, TRACT PT 18, ACRES 88.154	$ -	$ 735,530
21426	PEREZ EUTIQUIO	RANDALL (PORT LAVACA), BLOCK T, LOT PT 4 & 5	$ 36,643	$ 36,643
78165	PEREZ MARIO ALBERTO	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 35	$ 34,000	$ 34,000
19054	PETERS CHARLES	BAYVIEW HEIGHTS (PORT LAVACA), LOT S 50' OF 22	$ -	$ -
69470	PETERSON RALF	LAVACA BAY PLACE, LOT 20	$ 34,970	$ 34,970
67839	PFEIL DAVID A	A0035 MAXIMO SANCHEZ, TRACT PT 19, ACRES 3.0	$ -	$ 175,520
37233	PFEIL DAVID A	A0035 MAXIMO SANCHEZ, TRACT PT 19, ACRES 35.34	$ -	$ 251,300
90042	PHAM DUC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 300	$ 28,800	$ 28,800
86322	PHAM DUC	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 95	$ 34,000	$ 34,000
90043	PHAM PETER PHUONG	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 301	$ 28,790	$ 28,790
86321	PHAM PETER PHUONG	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 94	$ 34,000	$ 34,000
86320	PHAM THUY	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 93	$ 34,000	$ 34,000
78183	PHAN THANH VAN	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 53	$ 28,800	$ 28,800
44063	PHILLIPS BRUCE ALLAN	A0035 MAXIMO SANCHEZ, TRACT PT 7 KITCHEN S/D, ACRES .489	$ 3,910	$ 3,910
31821	PHILLIPS BRUCE ALLAN	A0035 MAXIMO SANCHEZ, TRACT PT 7 KITCHEN S/D, ACRES 2.12	$ 38,400	$ 38,400
38748	PHILLIPS GEORGE W	A0035 MAXIMO SANCHEZ, TRACT PT 60, ACRES .3	$ 61,305	$ 61,305
78156	PLEDGER ROBIN N	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 26	$ 34,000	$ 34,000
18044	PORT LAVACA CEMETERY ASSOC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 80, LOT 2 THRU 7	$ -	$ -
18055	PORT LAVACA CEMETERY ASSOC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 80, LOT SW IRR 58.37' OF 8,NE IRR 85.67' OF 8	$ -	$ -
84116	PORT LAVACA CUSTOM BUILDERS LLC	LAVACA BAY PLACE, LOT A	$ 2,000	$ 2,000
84117	PORT LAVACA CUSTOM BUILDERS LLC	LAVACA BAY PLACE, LOT B	$ 2,000	$ 2,000
94457	PORT LAVACA HOUSING MANAGEMENT PFC	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 9.03	$ 255,200	$ 255,200
94154	PORT LAVACA INVESTORS LTD	A0012 ALEJANDRO ESPARZA, TRACT PT 9 (BICKFORD S/D), ACRES 0.899, (PT OF EXPRESS INN PORT LAVACA S/D)	$ 74,800	$ 74,800

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
39930	PORT LAVACA INVESTORS LTD	A0137 SAMUEL SHUPE, TRACT PT 3, ACRES 28.546	$ 622,230	$ 622,230
29097	PORT LAVACA INVESTORS LTD	A0012 ALEJANDRO ESPARZA, TRACT PT 9 THRU 12 & OLD RD ROW, ACRES 9.8983, (BICKFORD S/D)	$ 696,384	$ 696,384
18698	PORT LAVACA MAINSTREET INC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT NE IRR 20' OF 5, * * HISTORICAL EXEMPTION APPLIED * *	$ -	$ -
20475	PORT LAVACA MAINSTREET INC	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT NE 33' OF 2, NE IRR 33' OF 4, & LOT 6	$ -	$ -
20722	PORT LAVACA MAINSTREET INC	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT NE 40' OF 7,SE 17.3' OF NE 40' OF 9	$ -	$ -
11774	PORT LAVACA RESIDENTIAL LP	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 1.85	$ 48,348	$ 48,348
29879	PORT LAVACA RESIDENTIAL LP	A0012 ALEJANDRO ESPARZA, TRACT PT 1 WILSON, NOBLE & BOYDE, ACRES 10.175	$ 150,930	$ 150,930
38302	PORT LAVACA RETAIL GROUP LLC	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES 2.93, MEMORIAL MEDICAL PLAZA PARCEL 3	$ 990,000	$ 990,000
38086	PORT LAVACA RETAIL GROUP LLC	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 12.81, (CALHOUN PLAZA)	$ 2,285,000	$ 2,285,000
17238	POWER BOBBY JOE	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT 5,6	$ 144,461	$ 144,461
50020	POWERS BILLIE DEAN	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 7.44	$ 610	$ 610
43788	PRINCE HILDA	LA VILLA (PORT LAVACA), LOT 9	$ 87,058	$ 87,058
10995	PROPERTY SOLUTIONS	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 0.5844, (LANA PARK WEST LOT 3)	$ 17,840	$ 17,840
90071	QUEST IRA INC	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 314	$ 43,870	$ 43,870
38209	QUEST TRUST COMPANY	RAFEI SUBD 2 (PORT LAVACA), LOT 1, ACRES 0.187	$ 15,070	$ 15,070
59088	QUEST TRUST COMPANY	LA SALLE'S LANDING S/D PHASE I, BLOCK 2, LOT 60	$ 25,000	$ 25,000
78173	RALM LIVING TRUST	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 43	$ 34,000	$ 34,000
43701	RAMOS ROSE	LA VILLA (PORT LAVACA), LOT 1	$ 170,586	$ 170,586
90086	RANDOLPH-BROOKS FCU	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 329	$ 34,000	$ 34,000
44089	RANKER JERRY A	LA VILLA (PORT LAVACA), LOT 11 & PT 12	$ 149,963	$ 149,963
37669	RAWLINGS WALTER	A0035 MAXIMO SANCHEZ, TRACT PT 22, ACRES .49	$ 135,184	$ 135,184
37691	RAWLINGS WILLIE (ESTATE)	A0035 MAXIMO SANCHEZ, TRACT PT 22, ACRES .2	$ 14,690	$ 14,690
19679	REECE WILLIAM THOMAS	BONORDEN (PORT LAVACA), BLOCK 17, LOT PT OF 2, ACRES 2.68	$ 35,020	$ 35,020
73745	REECE WILLIAM THOMAS	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 1.132, (REECE S/D 1)	$ 198,609	$ 198,609
28696	REECE WILLIAM THOMAS	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 0.454, (REECE S/D 1)	$ 247,950	$ 247,950
28719	REECE WILLIAM THOMAS	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 1.99, (REECE SUBD 2 BLK 1 LT 1 & 2)	$ 616,824	$ 616,824
19233	REGER RONALD J	BAYVIEW ADDITION (PORT LAVACA), BLOCK F, LOT 6,7	$ 84,230	$ 84,230
17838	REINHARD MARK ALAN	BROOKHOLLOW 6 (PORT LAVACA), BLOCK 17, LOT 5	$ 305,642	$ 305,642
37668	RENDON DORA G	A0035 MAXIMO SANCHEZ, TRACT PT 10, ACRES .5	$ 53,612	$ 53,612
17224	RENDON ROMAN & ELICENDA S	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 40, LOT SW 58' OF 1&2,NE 4' OF 11&12	$ 44,232	$ 44,232
17197	REYES ROLANDO	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT 3	$ 57,850	$ 57,850
17234	REYES ROLANDO	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT 9,10	$ 96,290	$ 96,290
17111	REYES ROLANDO	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT 11,12	$ 175,870	$ 175,870
84140	REYES ROLANDO SR	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 1.40	$ 35,000	$ 35,000
44104	RIOS JORGE L	LA VILLA (PORT LAVACA), LOT PT 12 & 13	$ 263,627	$ 263,627
92687	RIVERA ROBERT JOSEPH	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 10,12	$ -	$ -
21244	RLB CONTRACTING INC	RANDALL (PORT LAVACA), BLOCK L, LOT 3,4,5, & PT 6,7,9,10,11,12, (COMMERCIAL LOT A) & NORTH END (PORT LAVACA), BLOCK C, LOT PTS 1,2	$ 434,960	$ 434,960
17215	ROBERTS KENNY	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT NE 26' OF SW 65' OF 5&6	$ 67,540	$ 67,540
18232	RODRIGUEZ JESUS R	KEY HALK (PORT LAVACA), LOT 14	$ 90,046	$ 90,046
40479	RODRIGUEZ MICHAEL	A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 7.35	$ 94,750	$ 94,750
19043	RODRIGUEZ PEDRO	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 8, LOT SW 52'X100' OF 7, NW PT OF 8	$ 283,670	$ 283,670
20594	ROGERS GRACE LAVERN	BROOKHOLLOW 2 (PORT LAVACA), BLOCK 7, LOT 11	$ 183,158	$ 183,158
28360	ROMAN DENISE; DURAN RAMIRO R JR	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 0.65, (WILSON 35 S/D BLK 1, LOTS 1,2)	$ 58,020	$ 58,020
20913	ROSA BYANKA LYZETTE	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 4,6,8	$ 13,008	$ 13,008
78153	ROY RONALD G	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 23	$ 34,000	$ 34,000
18314	RUIZ JOHN ANTHONY	KEY HALK (PORT LAVACA), LOT 18	$ 75,690	$ 75,690
92321	RUIZ PEDRO	CLARET CROSSING SECT 1 (PL), LOT 62	$ 35,530	$ 35,530
20744	RUSSELL DANNY K	GEORGETOWN (PORT LAVACA), BLOCK 2, LOT NE 8.4' OF NW 59.2' OF 5,NE 83.8' OF 7,NE 105.5' O	$ 87,744	$ 87,744
20102884	RYAN MARY KATHLEEN	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 294.3	$ -	$ 110,330
28417	RYLYNN REAL ESTATE HOLDINGS LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES .458	$ 248,030	$ 248,030
90087	S&R ARNOLD FAMILY TRUST	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 330	$ 22,000	$ 22,000
37563	SALEM LUTHERAN CHURCH OF PL	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 3.0	$ -	$ -
21484	SAMAYOA PEDRO	RANDALL (PORT LAVACA), BLOCK T, LOT 12	$ 34,000	$ 34,000
40850	SAMAYOA SIXTO	A0137 SAMUEL SHUPE, TRACT PTS 62,63,64, ACRES 43.157	$ -	$ 1,210
40887	SAMAYOA SIXTO	A0137 SAMUEL SHUPE, TRACT PT 62, ACRES .23	$ -	$ 38,330
40866	SAMAYOA SIXTO	A0137 SAMUEL SHUPE, TRACT PT 64, ACRES 1.0	$ -	$ 54,080
40312	SAMAYOA SIXTO	A0137 SAMUEL SHUPE, TRACT PTS 62,63, ACRES .51	$ -	$ 133,390
19001	SANCHEZ ARMANDO C JR	BAYVIEW HEIGHTS (PORT LAVACA), LOT 19	$ 152,120	$ 152,120
21142	SANCHEZ SENON M	RANDALL (PORT LAVACA), BLOCK K, LOT 3	$ 18,984	$ 18,984
13628	SANDCRAB PLAZA LLC	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 7.2101, (PT LTS 1,2,3 PL SQ)	$ 2,375,000	$ 2,375,000
38123	SBA STEEL II LLC	A0035 MAXIMO SANCHEZ, TRACT PT 50, ACRES 5.237	$ 70,000	$ 70,000
86307	SCANLON JOHN D	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 80	$ 34,000	$ 34,000
78149	SCHLAMEUS LLOYD	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 19	$ 34,000	$ 34,000
78150	SCHLAMEUS LLOYD	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 20	$ 380,052	$ 380,052
19021	SCHOOLCRAFT DENNIS L	BAYVIEW HEIGHTS (PORT LAVACA), LOT 20	$ 106,737	$ 106,737
90057	SCOTT BETSY A	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 339	$ 34,000	$ 34,000
78270	SD APPLE PROPERTIES VIII LLC	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES 2.14, MEMORIAL MEDICAL PLAZA PARCEL 1	$ 206,964	$ 206,964
94026	SEA GREENS PARTNERSHIP LTD	A0035 MAXIMO SANCHEZ, TRACT PT 62, ACRES 17.489	$ 115,546	$ 115,546
38622	SEA GREENS PARTNERSHIP LTD	A0035 MAXIMO SANCHEZ, TRACT PT 58, ACRES 8.6435	$ 156,820	$ 156,820
28307	SEAY STEVE L	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .51	$ 245,050	$ 245,050
78152	SECURITY SERVICE FCU	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 22	$ 34,000	$ 34,000
78145	SEKHEL ISKANDAR	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 15	$ 125,800	$ 125,800
40480	SELBY DAVID CLAUDE	A0137 SAMUEL SHUPE, TRACT PT 56 & PT 57, ACRES 28.64	$ -	$ 31,490
20654	SENSABAUGH YONG H	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT C	$ 57,334	$ 57,334
90774	SHELTON REAL ESTATE LLC	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 5.00	$ 125,000	$ 125,000
91736	SHELTON REAL ESTATE LLC	JIMMY SHELTON SUBD 1 (PORT LAVACA), BLOCK 1, LOT 2, ACRES 1.79	$ 699,800	$ 699,800
30811	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 23 PLD, ACRES 12.04	$ 4,820	$ 4,820
39560	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 19 PLD, ACRES 11.5404	$ 4,950	$ 4,950
30730	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 22 PLD, ACRES 34.69	$ 14,860	$ 14,860
39678	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 21 PLD, ACRES 39.6	$ 16,970	$ 16,970
37640	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 10, ACRES 58.77	$ -	$ 25,180
37580	SHOFNER MILDRED FARMS INC	A0035 MAXIMO SANCHEZ, TRACT PT 9, ACRES 68.82	$ -	$ 29,490
38724	SHULL RICHARD M	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 49.427	$ 21,140	$ 21,140
86347	SIMS GLORIA	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 139	$ 28,800	$ 28,800
38087	SIN SINA	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES .45	$ 318,130	$ 318,130
90106	SINGLETARY CANDY NHUNG	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 366	$ 125,800	$ 125,800
90111	SINGLETARY CANDY NHUNG	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 371	$ 125,800	$ 125,800
20491	SISTRUNK MALCOLM M JR	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT NE 21.8' OF SW 68.5' OF 2&4	$ 85,070	$ 85,070
86293	SMALL ENG ANGIE	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 61	$ 34,000	$ 34,000
69848	SMITH ROBERT B	CLEMENT COVE HARBOR S/D, LOT 3,4	$ 288,270	$ 288,270

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79522	SMITH ROBERT B	CLEMENT COVE HARBOR S/D, COMMON AREA	$ -	$ -
79526	SMITH ROBERT B	CLEMENT COVE HARBOR S/D, COMMON AREA	$ -	$ -
19264	SMITH SANDRA SUE MAY	BAYVIEW HEIGHTS (PORT LAVACA), LOT 2	$ 133,128	$ 133,128
86306	SNIDER STEVEN PAUL	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 79	$ 34,000	$ 34,000
21408	SOLIS THOMAS M	RANDALL (PORT LAVACA), BLOCK T, LOT 3, 14X60 KAUFMAN & BROAD HOME - WAYSIDE MH	$ 18,918	$ 18,918
41190	SOUTH TEXAS BANK ssb	A0012 ALEJANDRO ESPARZA, TRACT PT 24, ACRES 1.75	$ 1,000,000	$ 1,000,000
56440	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT 11 & 12	$ 11,230	$ 11,230
56442	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT PT 9, ALL 10,11,12	$ 12,480	$ 12,480
38326	SOUTHERN PACIFIC TRANS CO	LAND ACCOUNT FOR THE 1.37 MILES OF THE BRANCH TRACK	$ 19,270	$ 19,270
56441	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 13, LOT PTS 9 & 10, ALL OF 11 & 12	$ 20,810	$ 20,810
56443	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 4, LOT PTS 9,10,11,12	$ 20,810	$ 20,810
56444	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 15, LOT PTS 9 & 10, ALL OF 11 & 12	$ 20,810	$ 20,810
56445	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT PT OF 10, ALL OF 9, 11, 12	$ 20,810	$ 20,810
20544	SOUTHERN PACIFIC TRANS CO	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT NW 34.7' OF 9 & 10, ALL OF 11 & 12	$ 24,972	$ 24,972
20923	SPARKS SAMUEL W	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 5,7	$ 29,852	$ 29,852
28520	SPEEDY STOP FOOD STORES	A0012 ALEJANDRO ESPARZA, TRACT PT 34, ACRES .88	$ 85,104	$ 85,104
38066	SPEEDY STOP FOOD STORES	A0035 MAXIMO SANCHEZ, TRACT PT 30, ACRES 2.577	$ 249,204	$ 249,204
81299	SPRENCEL TED	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 41, LOT 10,11,12	$ 256,178	$ 256,178
90089	SPRY DAINA A	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 332	$ 34,000	$ 34,000
86877	STANGER DIANNA	A0012 ALEJANDRO ESPARZA, TRACT PT 34, ACRES 0.202	$ 15,624	$ 15,624
28633	STANGER DIANNA	A0012 ALEJANDRO ESPARZA, TRACT PT 33,34, ACRES .56	$ 54,156	$ 54,156
28614	STANGER DIANNA	A0012 ALEJANDRO ESPARZA, TRACT PT 34, ACRES 3.32	$ 1,313,320	$ 1,313,320
40346	STAPP BETTY JO (ESTATE)	A0137 SAMUEL SHUPE, TRACT PT 64, ACRES .268	$ -	$ 54,000
37846	STARNS & WEHMEYER FARMS LLC	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 23.86	$ 10,220	$ 10,220
20987	STATE OF TEXAS	NORTH END (PORT LAVACA), BLOCK B, LOT 2 SQ FT OF 10, 37% OF 11&12	$ -	$ -
28782	STATE OF TEXAS	A0012 ALEJANDRO ESPARZA, TRACT PT 25, ACRES .37, BICKFORD S/D	$ -	$ -
39870	STATE OF TEXAS (EXEMPT)	A0137 SAMUEL SHUPE, TRACT PT 1, ACRES 1.3	$ -	$ -
90076	STIFFIN MICHAEL D	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 319	$ 32,000	$ 32,000
90105	STINER PAUL A III	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 365	$ 125,800	$ 125,800
21497	STOREY BETTY R TUCKER	RANDALL (PORT LAVACA), BLOCK T, LOT W 42' OF 4 & 5; ALL OF 10 & 11	$ 21,789	$ 21,789
82762	STROTHER NOLAN L	A0137 SAMUEL SHUPE, TRACT PT 57, ACRES 31.04	$ -	$ 13,300
92326	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 67	$ 20,100	$ 20,100
92327	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 68	$ 22,340	$ 22,340
92328	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 69	$ 22,350	$ 22,350
92329	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 70	$ 22,360	$ 22,360
92330	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 71	$ 22,360	$ 22,360
92331	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 72	$ 22,370	$ 22,370
92332	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 73	$ 22,620	$ 22,620
92333	SU DANNY HSIN-AN	CLARET CROSSING SECT 1 (PL), LOT 74	$ 24,300	$ 24,300
86318	SULLIVAN KENNETH E	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 91	$ 34,000	$ 34,000
28093	SUN SHU YING	A0012 ALEJANDRO ESPARZA, TRACT PT 15, ACRES .181	$ 199,620	$ 199,620
28022	SUN SHU YING	A0012 ALEJANDRO ESPARZA, TRACT PT 15, ACRES .312	$ 205,380	$ 205,380
28958	SUNLY ENTERPRISES INC	A0012 ALEJANDRO ESPARZA, TRACT PT 26, ACRES 0.72, BICKFORD S/D	$ 28,230	$ 28,230
94514	SUNLY ENTERPRISES INC	A0012 ALEJANDRO ESPARZA, BLOCK 0000, TRACT 152, ACRES 1.0271, (PT LOT 21, BICKFORD S/D)	$ 80,530	$ 80,530
28390	TA THANH	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES .283, (TRAN COMMERCIAL S/D 1)	$ 184,720	$ 184,720
19284	TEJUMA PL OFFICE LLC	PORT LAVACA ORIGINAL TOWNSITE, BLOCK G, LOT 5,6 & PT OF WATER ST	$ 230,860	$ 230,860
20733	TEJUMA PL OFFICE LLC	GEORGETOWN (PORT LAVACA), BLOCK 2, LOT 6,8,10,NE 10.7' OF 3&4,SE IRR 43.6' OF 5,SW 14.5'	$ 304,850	$ 304,850
86317	TEXAS DOW EMPLOYEES FCU	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 90	$ 34,000	$ 34,000
38216	TEXAS DOW EMPLOYEES FCU	A0035 MAXIMO SANCHEZ, TRACT PT 29, ACRES 0.863, (TDECU - PORT LAVACA)	$ 134,200	$ 134,200
83618	TGO INDEPENDENCE VILLAGE LP	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 10.0, (INDEPENDENCE VILLAGE SUBD BLK 1, LT 1)	$ 2,318,604	$ 2,318,604
92304	THA JOHN	CLARET CROSSING SECT 1 (PL), LOT 45	$ 34,630	$ 34,630
86476	THOMAS HENNESSEY B	RANDALL (PORT LAVACA), BLOCK K, LOT 9	$ 11,078	$ 11,078
90073	THOMAS KORRIE M	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 316	$ 39,410	$ 39,410
86289	THOMAS ROSHANDA SHAMANE	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 57	$ 34,000	$ 34,000
78160	TIJERINA VIVIANA	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 30	$ 34,000	$ 34,000
86314	TINOCO-ROBLES MARTHA B	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 87	$ 34,000	$ 34,000
86316	TINOCO-ROBLES MARTHA B	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 89	$ 34,000	$ 34,000
90085	TONY ROMANY	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 328	$ 34,000	$ 34,000
90103	TONY ROMANY	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 363	$ 75,000	$ 75,000
29453	TORRES JAIME	A0012 ALEJANDRO ESPARZA, TRACT 7 LEVINGSTON, ACRES 2.39	$ 28,236	$ 28,236
90108	TRAN MINH THE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 368	$ 125,800	$ 125,800
17218	TYNG CLYDE	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT 4,SW 26' OF NE 55' 5&6	$ 73,920	$ 73,920
19401	URESTI JOE A JR & ANGEL S	BAYVIEW HEIGHTS (PORT LAVACA), LOT 13 *** CAUSE 96-8-5070/JUD DATE 04-08-97/YRS 94,95,96 ***	$ 112,693	$ 112,693
37260	URESTI LEROY	A0035 MAXIMO SANCHEZ, TRACT PT 19, ACRES .5	$ -	$ -
29675	VALLEY SUNRISE PRODUCE LLC	A0012 ALEJANDRO ESPARZA, TRACT 2 & PT 3, ACRES 109.81, MARTHA MARSH TR (TRACT B-1)	$ 45,460	$ 45,460
20483	VAN PHAN LUYEN	GEORGETOWN (PORT LAVACA), BLOCK 3, LOT SW 18.9' OF NE 51.9' OF 2,SW IRR 18.9' OF NE 51.9'	$ 40,092	$ 40,092
20847	VANCE BLAND S	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT 7,SE 9.92' OF 9 & PT OF 5	$ 72,320	$ 72,320
20831	VANCE BLAND S	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT PT OF 1 & 3, 0.12 ACS	$ 228,170	$ 228,170
20775	VARGAS JOHNNY	GEORGETOWN (PORT LAVACA), BLOCK 14, LOT NW 34.7' OF 8,SE 17.3' OF 10	$ 48,206	$ 48,206
86319	VASQUEZ MATTHEW R	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 92	$ 34,000	$ 34,000
90059	VILLAGONZALO ANNIE	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 302	$ 45,960	$ 45,960
20899	VILLAPANDO MARIA VICTORIA	GEORGETOWN (PORT LAVACA), BLOCK 9, LOT 2	$ 88,850	$ 88,850
66132	VILLARREAL STACY A	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 1.00	$ 25,000	$ 25,000
27655	VIVA PROPERTIES LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 16, ACRES 8.92	$ 720	$ 720
39504	VIVA PROPERTIES LLC	A0035 MAXIMO SANCHEZ, TRACT PT 18 & 19 PLD, ACRES 16.098, (CRANE APTS SUBD PHS II)	$ 1,320	$ 1,320
28040	VIVA PROPERTIES LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 8, ACRES 23.06, (WILLOW RIDGE SUBD, BLK 1, LOT 1)	$ 1,880	$ 1,880
39618	VIVA PROPERTIES LLC	A0035 MAXIMO SANCHEZ, TRACT PT 19 PLD, ACRES 2.4716	$ 530,000	$ 530,000
10035	VIVA PROPERTIES LLC	A0035 MAXIMO SANCHEZ, TRACT PT 19 PLD, ACRES 4.4	$ 1,240,000	$ 1,240,000
27873	VU ANTHONY	A0012 ALEJANDRO ESPARZA, TRACT PT 20, ACRES 1.225	$ 233,110	$ 233,110
90091	VU TIM THANG	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 351	$ 91,620	$ 91,620
78170	WALKER NEAL A	REDFISH RETREAT SUBD PHASE 1 (PORT LAVACA), LOT 40	$ 34,000	$ 34,000
38597	WATKINS MARY	A0035 MAXIMO SANCHEZ, TRACT PT 47, ACRES .159	$ 8,316	$ 8,316
90096	WATSON FRANK PAUL	REDFISH RETREAT SUBD PHASE 3 (PORT LAVACA), LOT 356	$ 61,080	$ 61,080
83564	WEBB GLENN M	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT PT OF 3,4,5,6,7,8	$ 642,070	$ 642,070
83302	WEBB GLENN M	GEORGETOWN (PORT LAVACA), BLOCK 12, LOT 3, 5, 6 & PT OF 7,8,9,10 & NW 35' OF 4, (PARKING LOT)	$ -	$ -
90768	WEHMEYER SHAWN C	A0035 MAXIMO SANCHEZ, TRACT PT 49, PT 56, PT 57, ACRES 1.22, (OBLATE VILLA BLK 2 LOT 1)	$ 32,670	$ 32,670
36838	WELCH JACKIE	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES 24.36	$ 6,790	$ 6,790
67721	WELCH JACKIE	A0034 FELIX SANCHEZ, TRACT PT 29 WESTERLUND S/D, ACRES 22.48	$ 9,640	$ 9,640
36425	WELCH JACKIE	A0034 FELIX SANCHEZ, TRACT 28 WESTERLUND S/D, ACRES 112.94	$ -	$ 41,050
38040	WELLS FARGO BANK TEXAS NA	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 1.0, (WELLS FARGO S/D BLK1 LT1)	$ 657,000	$ 657,000

Appendix A - Ownership

Property ID	Owner	Legal Description	2025 Est. City Taxable Value	2025 Est. County Taxable Value
18714	WESTON PAUL LLC (THE)	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 9, LOT NE 65' OF 5&6	$ 226,440	$ 226,440
87273	WHATABURGER REAL ESTATE LLC	A0012 ALEJANDRO ESPARZA, TRACT PT 8, ACRES 1.8447, (WB S/D)	$ 1,343,500	$ 1,343,500
19197	WHITLOCK DAVID	BAYVIEW ADDITION (PORT LAVACA), BLOCK D, LOT 2, 25' OF 3, PT OF CTR AVE	$ 142,760	$ 142,760
20805	WHITLOW JOHN D	GEORGETOWN (PORT LAVACA), BLOCK 5, LOT SW 25' OF 1&3	$ 7,242	$ 7,242
43736	WICKLIFFE KERI	LA VILLA (PORT LAVACA), LOT 3,4	$ 260,177	$ 260,177
27751	WILKE CARY M	A0012 ALEJANDRO ESPARZA, TRACT PT 18, ACRES .59	$ 283,848	$ 283,848
37289	WILLMANN RUDOLPH R JR	A0035 MAXIMO SANCHEZ, TRACT PT 10,20,26, ACRES 173.69	$ 74,420	$ 74,420
76161	WISE EAGLES LLC	A0035 MAXIMO SANCHEZ, TRACT PT 25, ACRES 1.915, (LEVERIDGE PLACE, PHASE 1, BLK 2, LOT 1)	$ 148,152	$ 148,152
38494	WOODWARD HAROLD LOYD	A0035 MAXIMO SANCHEZ, TRACT PT 49, PT 56, PT 57, ACRES 8.82, (OBLATE VILLA BLK 1 LOT 1; BLK 2 LOT 2)	$ 172,890	$ 172,890
38208	WOODWARD HAROLD LOYD	A0035 MAXIMO SANCHEZ, TRACT PT 53, ACRES 4.141	$ 258,700	$ 258,700
38231	WOODWARD HAROLD LOYD	A0035 MAXIMO SANCHEZ, TRACT PT 54 & 55, ACRES 11.117	$ 953,860	$ 953,860
86327	WORLEY BEVERLY DAWN	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 100	$ 34,000	$ 34,000
38146	WRIGHT RONALD	A0035 MAXIMO SANCHEZ, TRACT PT 50, ACRES 6.0	$ 107,550	$ 107,550
92305	WU CHIH YUAN	CLARET CROSSING SECT 1 (PL), LOT 46	$ 475,200	$ 475,200
15264	WUNDERLICH TRENT	A0035 MAXIMO SANCHEZ, TRACT PT 48, ACRES 1., (LANA PARK WEST PT OF LOT 4)	$ 43,430	$ 43,430
92281	XU HAIBO PAUL	CLARET CROSSING SECT 1 (PL), LOT 22	$ 415,962	$ 415,962
92320	YANG JEFFERY IJUEN	CLARET CROSSING SECT 1 (PL), LOT 61	$ 301,670	$ 301,670
86335	YARBROUGH HALEY E & CHANGE A	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 128	$ 543,303	$ 543,303
43800	YBARRA RENEE	LA VILLA (PORT LAVACA), LOT 10	$ 164,031	$ 164,031
86290	YEH JUNG HUA	REDFISH RETREAT SUBD PHASE 2A (PORT LAVACA), LOT 58	$ 34,000	$ 34,000
29001	YI JENIFER K	A0012 ALEJANDRO ESPARZA, TRACT PT 41, ACRES 0.887, (REPLAT J K YI SUBD BLK 1 PT OF LT 2)	$ 34,770	$ 34,770
85415	YI JENIFER K	A0012 ALEJANDRO ESPARZA, TRACT PT 20, ACRES 2.68, (REPLAT J K YI SUBD BLK 1 PT OF LT 2)	$ 115,776	$ 115,776
84732	YOUNG MENS CHRISTIAN ASSN	A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 8.17, (PT LTS 1,2,3 PL SQ)	$ -	$ -
40462	ZAMORA AUGUSTIN MUNIZ	A0137 SAMUEL SHUPE, TRACT PT 52, ACRES 7.26	$ 110,690	$ 110,690
17226	ZBOROWSKI ZBIGNIEW	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 24, LOT PT 7,8	$ 268,270	$ 268,270

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session: Presenter is Mayor Whitlow

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INFORMATION:

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

- For consultation with City Attorney concerning contemplated or pending litigation in accordance with Title 5, CH 551, Section 551.071(1) of the Texas Government Code.

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

COMMUNICATION

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

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INFORMATION: