



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, September 22, 2025 at 5:30 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 special and workshop meeting Monday, September 22, 2025 beginning at 5:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/88992112241?pwd=cE42FrS2xW7khI7WcD9OnHuvp0iA6k.1>

Meeting ID: 889 9211 2241

Passcode: 980737

One Tap Mobile

+13462487799,,88992112241#,,,,*980737# US (Houston)

Dial by your location

+1 346 248 7799 US (Houston)

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

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

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

1. Consider request of Hemphill Seminary, LLC to lease a 50'x50' out of Property ID 386235 near the corner of Half League Rd and Main Street for a monopole communications tower. Presenter is Derrick Smith
2. Consider professional services agreement with KSBR for Administration Services of General Land Office (GLO) Community Development Block Grant – Mitigation Program (CDBG-MIT) Regional Mitigation Program Projects Contract No. 24-065-167-F082. Presenter is Jody Weaver
3. Consider professional services agreement with Urban Engineering for Engineering Services for the Harbor of Refuge Shoreline restoration project funded by General Land Office (GLO) Community Development Block Grant – Mitigation Program (CDBG-MIT) Regional Mitigation Program Projects Contract No. 24-065-167-F082. Presenter is Jody Weaver
4. Consider Resolution No. R-092225-1 of the City of Port Lavaca, Texas, for the nomination of candidates for the Board of Directors of the Calhoun County Appraisal District 2026-2027 Term. Presenter is Jody Weaver
5. Consider Resolution No. R-092225-2 of the City of Port Lavaca, Texas, for entering into a Finance Contract with Government Capital Corporation (GCC) for the purpose of Financing a Fire Truck. Presenter is Joe Reyes
6. Consider Second and Final reading of an Ordinance (S-4-25) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2025 thru September 30, 2026. Presenter is Brittney Hogan
7. Consider Ratification of Property Tax increase reflected in the 2025-2026 FY Budget. Presenter is Brittney Hogan
8. Consider Second and Final reading of an Ordinance (S-5-25) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2025. Presenter is Brittney Hogan
9. Consider approval of the Certificate of Construction Completion and authorize the release of Retainage and Final Payment for Nautical Landings Marina Boat Ramp Breakwater Repair Project. Presenter is Jody Weaver

V. ADJOURN SPECIAL MEETING

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

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

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

1. Review and discuss the draft boundary of a proposed Tax Incremental Reinvestment Zone (TIRZ). Presenter is Jody Weaver
2. Discuss amendment to City's Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97. - Unlawful to Maintain a Nuisance; Exceptions. Presenter is Derrick Smith
3. Discuss amendment to City's Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units. Presenter is Derrick Smith

IX. ADJOURN WORKSHOP

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a Special and Workshop meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, September 22, 2025**, beginning at 5:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Tuesday, September 16, 2025**.

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: Consider request of Hemphill Seminary, LLC to lease a 50'x50' out of Property ID 386235 near the corner of Half League Rd and Main Street for a monopole communications tower. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: SEPTEMBER 22, 2025 **AGENDA ITEM** _____

DATE: 09.15.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: CONSIDER THE CONSTRUCTION OF A COMMUNICATION TOWER ON THE PROPERTY DESCRIBED AS TRACT PT 47 OF A0035 MAXIMO SANCHEZ (PROPERTY ID 38625)

Our office has received a request by Hemphill Seminary, LLC to install a communication tower on Property ID# 38625 that is currently owned by the city. They will be needing a 50'x50' portion of the land for lease or purchase. They are proposing a 120' monopole that will be built to improve cellphone service for T-Mobile. The pole will also be available if AT&T or Verizon have interest in installing their equipment as well.

The map below shows the location of existing towers, including an orange pin drop for their target location. The blue pin crops are existing towers with T-Mobile cellular service and the four yellow pin drops are towers used by others.



Below is aerial photo of the property:



COMMUNICATION

SUBJECT: Consider professional services agreement with KSBR for Administration Services of General Land Office (GLO) Community Development Block Grant – Mitigation Program (CDBG-MIT) Regional Mitigation Program Projects Contract No. 24-065-167-F082.
Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: 09.22.2025

TO: JODY WEAVER, INTERIM CITY MANAGER

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONSIDER APPROVAL OF GRANT ADMINISTRATION SERVICE CONTRACT-
COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL MITIGATION PROGRAM (CDBG-MIT), GLO CONTRACT NO. 24-065-167-F082.

The City of Port Lavaca is a sub-recipient of the Community Development Block Grant Mitigation (CDBG-MIT) program and has been awarded funds in the amount of \$9,119,600.00. The City has recently executed the grant contract with the Texas General Land Office (GLO).

As the next step, the City must proceed with the approval of the Grant Administration Services Contract. In 2020, the City approved a resolution R-072920-1 selecting KSBR, LLC as the Grant Administration company. City staff have already attended the GLO Kick-Off meeting, and to remain on schedule, it is necessary to formally approve the administration contract with KSBR, LLC.

Therefore, the staff recommends that the City Council consider and approve the Grant Administration Services Contract with KSBR, LLC for the CDBG-MIT project under GLO Contract No. 24-065-167-F082.

GRANT ADMINISTRATION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAMS

City of Port Lavaca (the "Subrecipient") and KSBK, LLC, Tax Identification Number 81-1402761("Provider"), each a "Party" and collectively, "the Parties", enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation funds, administered by the Texas General Land Office ("GLO") for their Regional Mitigation CDBG program, GLO Contract NO. 24-065-167-F082; and

WHEREAS, the CDBG-MIT program is funded with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.)

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

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

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

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

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

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

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

"CDBG-DR" means the Community Development Block Grant-Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"CDBG-MIT" means the Community Development Block Grant-Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

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

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

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

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

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects).

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions,".

"Final Inspection Report" means the document submitted by the housing contractor to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit.

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

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in Attachment C of the City/GLO contract, which Provider affirms by executing this Contract.

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

"GLO-Vendor Contract" means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

"Grant Administration Fee" means the amount to be paid to Provider for all services performed for a Subrecipient.

"Housing" refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR program grant.

"Housing Unit" means one house, or one multi-family rental unit.

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

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

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

"Mentor Protege" means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

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

"Performance Statement" means Provider's detailed scope of work as outlined in the City/GLO's contract as Attachment A.

"Project" means the grant administration services described in SECTION 1.03 of this Contract and in any applicable Attachments.

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

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

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

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

"Provider" means KSBR, LLC, selected to provide the services under this Contract, if any.

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

"RFP" means the Request for Proposal put out by the Subrecipient and responded to by the Provider.

"Setup" means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

"Solicitation" means Subrecipient's Request for Proposals.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

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

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

"Subrecipient" means the City of Port Lavaca, a local governmental body or political subdivision that receives funds under HUD's CDBG-DR Program for housing projects. Any Work Order issued for services to a recipient of a housing grant shall refer to "Subrecipient" as the party served.

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

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

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; s to the Contract; Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in areas impacted under the mitigation program; and will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities not limited to, performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non- Exclusive List of Laws, Rules, and Regulations as listed in Attachment D of the City/GLO contract; Scope of Services in Attachment A of the City/GLO contract; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO.

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider's own efforts, the Subrecipient's current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient in timely submitting all reports and documentation that are required under this Contract and any Subrecipient Agreement.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the contract award date of July 30, 2020, and shall terminate in accordance with the GLO/subrecipient contract end date, which is presently scheduled to end on January 31, 2029. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to (2) additional year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

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

2.03 ABANDONMENTORDEFAULT

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

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for an amount not to exceed, \$573,803.00 for grant administration services and \$20,000 for environmental services. These fees are reimbursable in increments allowed in the Subrecipient Performance Statement.

The Grant Administration Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with the Prompt Pay Act, Tex. Govt. Code Ch. 2251.

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

Grant funds must not be commingled between or among HUD funding rounds.

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

At a minimum, invoices must clearly reflect:

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

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

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

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

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**4.01 PERFORMANCE WARRANTY**

The Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any) from the GLO/subrecipient contract; and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

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

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in Attachment B of the City/GLO contract have been reviewed and that Provider is in compliance with each of the requirements reflected therein.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications have been reviewed and that Provider is in compliance with each of the requirements reflected therein.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract, including, but not limited to, those listed in the attachments provided within the City/GLO Contract.

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

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) The Provider must have an assigned Unique Entity Identifier (UEID). The Provider must report its UEID to the GLO for use in various reporting documents. A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. The Provider is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged

from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

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

VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD-PARTY RELIANCE

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

VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, AND PUBLIC RECORDS**7.01 BOOKS AND RECORDS**

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

7.02 INSPECTION AND AUDIT

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

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7.03 PERIOD OF RETENTION

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

7.04 CONFIDENTIALITY

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

7.05 PUBLIC RECORDS

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

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

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

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

8.02 TAXES / WORKERS' COMPENSATION / UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

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

8.04 INDEMNITY

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

- I THIS CONTRACT;
- I ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED; OR
- I ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

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

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of the subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

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

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

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract, including, but not limited to, those in Attachment D of the City/GLO contract. The Provider will be deemed to have knowledge of all applicable laws and regulations and will be considered to understand them.

8.08 NOTICES

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

Subrecipient

City of Port Lavaca
202 N Virginia St
Port Lavaca, Texas 77979
ATTN: Jack Whitlow, City Mayor

Provider

KSBR, LLC
430 Church Street
Sulphur Springs, TX 75482
ATTN: Katy Sellers, Principal

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

8.10 GOVERNING LAW AND VENUE

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

8.11 SEVERABILITY

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

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof.

The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state, or CDBG-DR program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute, to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and, in good faith, shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual. The parties shall bear the costs of such mediation equally. If is not resolved through such mediation, either party may proceed to file suit.

8.14 ENTIRE CONTRACT AND MODIFICATION

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

8.14 COUNTERPARTS

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

8.15 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision of the Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. The venue for any suit under this Section 8.17 shall be in a court of competent jurisdiction in Calhoun County, Texas. Provider irrevocably waives any objection, including any

objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

8.16 PROPER AUTHORITY

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

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GRANT ADMINISTRATION SERVICES FOR CDBG-MIT PROGRAM
PROJECTS**

KSBR, LLC

CITY OF PORT LAVACA, TX

Katy Sellers

KATY SELLERS, PRINCIPAL

JACK WHITLOW, CITY MAYOR

DATE OF EXECUTION: _____

*All the attachments referenced in this contract can be found within the subrecipient and GLO Contract No. 24-065-167-F082.

COMMUNICATION

SUBJECT: Consider professional services agreement with Urban Engineering for Engineering Services for the Harbor of Refuge Shoreline restoration project funded by General Land Office (GLO) Community Development Block Grant – Mitigation Program (CDBG-MIT) Regional Mitigation Program Projects Contract No. 24-065-167-F082. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: 09.22.2025

TO: JODY WEAVER, INTERIM CITY MANAGER

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL ENGINEERING SERVICE CONTRACT-
COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL MITIGATION PROGRAM
(CDBG-MIT), GLO CONTRACT NO. 24-065-167-F082.

The City of Port Lavaca is a sub-recipient of the Community Development Block Grant Mitigation (CDBG-MIT) program and has been awarded funds in the amount of \$9,119,600.00. The City has recently executed the grant contract with the Texas General Land Office (GLO).

As the next step, the City must proceed with the approval of the Professional Engineering Services Contract. In 2023, the City approved a resolution R-091123-1 selecting Urban Engineering to provide Professional Engineering Services for the CDBG-MIT program. City staff have already attended the GLO Kick-Off meeting, and to remain on schedule, it is necessary to formally approve the engineering contract with Urban Engineering.

Therefore, the staff recommends that the City Council consider approving the Professional Engineering Services Contract with Urban Engineering for the CDBG-MIT project under GLO Contract No. 24-065-167-F082.

ENGINEERING SERVICES

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the City of Port Lavaca, made on the ____ DAY OF _____, 2025 by and between the CITY OF PORT LAVACA, hereinafter called the "City" and URBAN ENGINEERING hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render City engineering services for City's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, Contract No. 24-065-167-F082, administered by the Texas General Land Office ("GLO") for damage sustained from Hurricane Harvey, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services"). Project includes flood and drainage improvements at the Harbor of Refuge in the City of Port Lavaca, Texas.

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later. The GLO contract start date is September 11, 2023, and the contract end date is January 31, 2029.
3. Local Program Liaison - For purposes of this Agreement, the City Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$63,848.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Port Lavaca, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

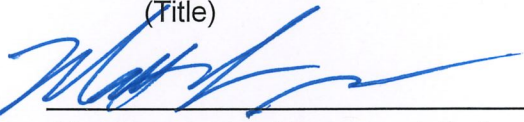
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which includes Parts I-V, Exhibit 1 and Attachments A-E, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

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

BY: _____
(Local City Official)
Jack Whitlow

(Printed Name)
Mayor

(Title)

BY:  _____
(Firm's Authorized Representative)
Matt A. Glaze

(Printed Name)
Vice President

(Title)

ENGINEERING SERVICES

PART II- PAYMENT SCHEDULE

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

Milestone	% of Contract Fee	\$ Amount of Contract Fee
• Engineering Notice to Proceed	30%	\$19,154.40
• 100% Design Approval	30%	\$19,154.40
• Bid Advertisement	10%	\$6,384.80
• Construction Notice to Proceed	15%	\$9,577.20
• As-Built Plans/COCC/FWCR	15%	\$9,577.20
Total	100%	\$63,848.00

ENGINEERING SERVICES

PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.
City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt

of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

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

13. Debarment and Suspension (Executive Orders 12549 and 12689)

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

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the

benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment. (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

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

22. Patent Rights and Inventions. The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency. The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's CDBG-MIT contract with GLO.

25. Retention of Records. The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
28. GLO Local Infrastructure Program Engineering Fee Cap. Reimbursement of engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the reimbursement of the fee to the City to not more than fifteen percent (15%) of the new total construction activity budget. Adjustment to the engineer's total fee is at the discretion of the Firm and City as negotiated.

ENGINEERING SERVICES
PART IV - SCOPE OF WORK



TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES

SCOPE OF SERVICES REQUESTED

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

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

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

General Requirements

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

Initial Engineering and Design Support

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

- (a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- (b) To address needed design in a timely manner for the start of the environmental review process. (Milestones and keeping with them must be established to keep in line with The General Land Office contract schedule of 30% plans and design must be submitted to move forward with the *start* of the environmental review process and to keep with the invoicing in a timely manner.)
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes

- iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - (m) For scheduling purposes in the application and then again post-award inclusion of the United States Army Corp of Engineer (USACE) permits needed and all associated studies to complete these (i.e. wetland determinations, Section 7 ESA review, Historic Preservation-Archeological surveys, etc.) with possible timelines. This has been amended here as a result of the necessity for engineering to handle more complex and in-depth environmental reviews, and that the engineering firm will need these completed before the project moves forward.

Engineering and Final Design Support

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

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and to ensure all activities will be eligible for reimbursement. The engineer must provide within three (3) business days' written notification to the Grant Manager and the local government client any proposed changes or revisions to the construction contractor plans or specifications for a review by the Grant Manager for conformance with the environmental review record. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

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

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

Contract Management and Construction Oversight

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

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.

- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Engineer must provide written notification to the Grant Manager and the local government client of any proposed changes or revisions to the construction contractor plans or specifications so that their conformance with the environmental review record may be evaluated. No changes may be approved, and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders. Emergency changes may be approved on a case-by-case basis with the Engineer providing within two (2) business days written justification(s) for declaring and issuing an emergency change order to the Grant Manager and the local government client. It is paramount that any emergency change order issued by the engineer takes into consideration any change in beneficiaries or environmental review status as a substantial part of the justification(s).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

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

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

**ENGINEERING SERVICES
PART V - PROJECT TIME SCHEDULE**

<u>Phase</u>	<u>Estimated Time to Complete</u>
Topographic Survey	Two (2) Months
Preliminary Design	Three (3) Months
Final Design	Four (4) Months
Bidding	Three (3) Months
Contract Administration	Twelve (12) Months

Exhibit 1. MONTHLY STATUS REPORT

Grant Subrecipient:	Grant Number:
Date Submitted:	Reporting Period:

Project Status and Notes:

Date of Last Inspection:	Name of Inspector:
--------------------------	--------------------

Inspection Description:

ETA of COCC:	Amount Last Pay Request:
Date Last Pay Request:	Status Last Pay Request:

List of Subcontractors Onsite:

This report prepared by (name of Engineer)	
This report reviewed by (name of Grant Administrator)	

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

COMMUNICATION

SUBJECT: Consider Resolution No. R-092225-1 of the City of Port Lavaca, Texas, for the nomination of candidates for the Board of Directors of the Calhoun County Appraisal District 2026-2027 Term. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-092225-1

A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS, FOR
THE NOMINATION OF CANDIDATES FOR THE BOARD OF
DIRECTORS OF THE CALHOUN COUNTY APPRAISAL
DISTRICT 2026-2027 REGULAR TERM

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

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2026 through December 31, 2027; and

WHEREAS, the City of Port Lavaca, Texas is a taxing unit entitled to nominate candidates to the Calhoun County Appraisal District, if so desired.

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

THAT, the following individuals are nominated and submitted, as exhibited in the attached list, for election to the Calhoun County Appraisal District Board of Directors.

PASSED AND APPROVED on this 22nd day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

OFFICIAL NOMINATIONS FOR THE
CALHOUN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
JANUARY 01, 2026 – DECEMBER 31, 2027 TERM

TAXING UNIT: CITY OF PORT LAVACA

NOMINEES

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____

Current Board Members:

Benjamin Boone
Kevin Hill
Vern Lyssy
David Pfeil
Jessie Rodriguez

CALHOUN COUNTY APPRAISAL DISTRICT
426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
Fax: (361) 552-4787
Website: www.calhouncad.org



Board of Directors

County Judge Vern Lyssy, Chairman
Kevin Hill, Vice Chairman
Jessie Rodriguez, Secretary
David Pfeil, Member
Benjamin Boone, Member

Chief Appraiser

Paul Spaeth

Section IV. Item #4.

September 4, 2025

Greetings to the County Judge, County Commissioners, President of the Board of Trustees and Superintendent of the Calhoun County Independent School District, Mayors, City Managers, City Secretaries and City Clerks of the Cities of Port Lavaca, Point Comfort and Seadrift:

It is time to nominate candidates for the Board of Directors of the Calhoun County Appraisal District for the next two-year term. The term begins January 1, 2026 and ends December 31, 2027. I have included with this letter a *calendar of events* for the **deadlines for action** on the part of each governing body, the calculation indicating the number of votes to which each taxing unit is entitled, a nomination form, and sample nomination resolution.

The first action you should take is to nominate candidates. Nominations must be submitted to the chief appraiser by the presiding officer no later than October 14, 2025. You may nominate any qualified person **by resolution** adopted by your governing body, one candidate for each position. All five (5) positions are up for election. I will submit the official voting ballots with all the nominees to you no later than October 29, 2025.

To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

Should you have any questions please do not hesitate to contact me.

Respectfully,

Paul Spaeth
Chief Appraiser

361-552-4560 ext 103

CALENDAR OF EVENTS

FOR THE ELECTION OF THE CALHOUN COUNTY APPRAISAL

DISTRICT BOARD OF DIRECTORS (2026-2027 TERM):

Before October 1, 2025: Chief Appraiser will calculate and deliver to each taxing unit entitled to vote the number of votes to which each unit is entitled. The number of votes for each taxing unit entitled to vote is determined by the ratio of the individual taxing unit levy to the aggregate total levy of all taxing units entitled to vote.

Submit nominations no later than October 14, 2025: As a taxing unit that is entitled to vote in the election, **the governing body should nominate candidates by resolution. The presiding officer must submit the names of the unit's nominees to the chief appraiser before October 15, 2025.**
Sec. 6.03(g)

Before October 30, 2025: The chief appraiser will prepare a ballot listing the candidates whose names were timely submitted alphabetically according to the first letter in each candidates surname and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit entitled to vote. Sec. 6.03(j)

No later than December 14, 2025: The governing body shall determine its **vote by resolution** and submit it to the chief appraiser. Each taxing unit may cast all votes for one or distribute them to as many candidates as preferred. Sec. 6.03(k)

Before December 31, 2025: The chief appraiser will count the votes, declare the 5 candidates receiving the largest cumulative vote totals elected and submit the results to the governing body of each taxing unit in the District and to the candidates. Sec. 6.03(k)

VOTING ALLOCATION FOR THE CALHOUN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

Section IV. Item #4.

Taxing Unit	2024 Tax Levy	TOTAL LEVY FOR ALL TAX UNITS ELIGIBLE TO VOTE	Tax Unit Levy vs Total Tax Levy	Multiplier Per Tax Code	Rounded to Nearest Whole Number	Number of Directors	Number of Votes for Each Tax Unit
CCISD	\$ 36,260,411	\$ 75,344,870	0.481259189	1000	481	5	2406
COUNTY	\$ 31,289,005	\$ 75,344,870	0.415277178	1000	415	5	2076
CITY OF PORT LAVACA	\$ 6,090,417	\$ 75,344,870	0.080833864	1000	81	5	404
CITY OF SEADRIFT	\$ 791,159	\$ 75,344,870	0.010500503	1000	11	5	53
CITY OF POINT COMFORT	\$ 913,878	\$ 75,344,870	0.012129266	1000	12	5	61
TOTAL	\$ 75,344,870		1.000000000		1000		5000

COMMUNICATION

SUBJECT: Consider Resolution No. R-092225-2 of the City of Port Lavaca, Texas, for entering into a Finance Contract with Government Capital Corporation (GCC) for the purpose of Financing a Fire Truck. Presenter is Joe Reyes

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: SEPTEMBER 5, 2025

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: CONSIDER AND APPROVE RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF PROCURING FIRE TRUCK

BACKGROUND:

The City Council and staff have discussed in our recent CIP workshop on July 28th, 2025 the procurement of a new Pierce Enforcer fire truck. The City's CIP for fiscal years 2026-2030 was approved at the regular council meeting on September 8th, 2025. This approved CIP includes the planned purchase of a fire truck in fiscal year 2027 with the use of capital lease funds. As noted in previous discussions, the current estimate has a delivery time of 50-53 months from order date. We cannot put in an order until we have the availability of funds. The first step in this process is to approve a resolution to secure the financing of the fire truck through Government Capital Corporation (GCC) and to issue the financing contract as a "qualified tax exempt" obligation.

FINANCIAL IMPLICATIONS:

As previously discussed, this will be a five year commitment with the principal amount of \$1,206,613 at an interest rate of approximately 4.784% and annual payments to be approximately \$277,035.20. The first payment to begin one year after signing and annually thereafter.

RECOMMENDATION:

To approve the resolution regarding a finance contract for the purpose of procuring a fire truck for the Fire department.

RESOLUTION NO. R-092225-2**A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS FOR ENTERING INTO A FINANCE CONTRACT WITH GOVERNMENT CAPITAL CORPORATION (GCC) FOR THE PURPOSE OF FINANCING A FIRE TRUCK.**

WHEREAS, the City of Port Lavaca (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Fire Truck".; and

WHEREAS, the City of Port Lavaca desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City of Port Lavaca desires to designate the Mayor or the Mayors designee, as an authorized signer of the Finance Contract.

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

Section 1. That the Issuer will enter into a Finance Contract with Government Capital Corporation for the purpose of financing "Fire Truck".

Section 2. That the Finance Contract by and between the City of Port Lavaca and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Mayor or designee, as the authorized signer of the Finance Contract by and between the City of Port Lavaca and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

PASSED AND ADOPTED on this 22nd day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Siddons Martin Emergency Group, LLC
1506 Interstate 35 W
Denton, TX 76207-2402
GDN P115891
TxDMV Dealer License No. A173067

Section IV. Item #5.



September 12, 2025

Joe Reyes, Fire Chief
Port Lavaca Fire Department
1501 West Austin Street
Port Lavaca, TX 77979

Proposal For: One (1) Pierce Enforcer PUC Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Port Lavaca Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Port Lavaca Fire Department and training on operation and use of the apparatus.

Description	Amount
-------------	--------

**Bid 1218: One (1) Pierce Enforcer PUC Pumper
(Unit Price - \$1,393,818.00)**

Delivery within 50-53 months of order date
QUOTE # - SMEG-0008888-3

Vehicle Price	\$1,393,818.00
Full Prepay Discount	(\$181,261.00)
Pricing Level Discount	(\$7,944.00)
1218 - UNIT TOTAL	\$1,204,613.00
SUB TOTAL	\$1,204,613.00
HGAC FS12-23 (FIRE)	\$2,000.00
TOTAL	\$1,206,613.00

Price guaranteed until 9/30/2025

Additional: This proposal is valid for Pierce Manufacturing Bid 1218. Full Prepay Discount requires payment in full within forty-five (45) days of receipt of the signed proposal letter and / or purchase order, whichever comes first. Pricing Level Discount requires purchase on or before September 30, 2025.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov

Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Don Hoyt

I, _____, the authorized representative of PORT LAVACA FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Financing Proposal

Prepared For



CITY OF PORT LAVACA
— TEXAS —



City of Port Lavaca

September 15, 2025

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Matt Sullivan

Municipal Finance Specialist | Client Services

Main: (817) 421-5400

Direct: (817) 722-0212



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Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



September 15, 2025

Thank you for the opportunity to present proposed financing for the City of Port Lavaca. I am submitting for your review the following proposed structure:

ISSUER:	City of Port Lavaca, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 1,206,613.00
ANNUAL TERM:	5 Payments
INTEREST RATE:	4.784%
PAYMENT AMOUNT:	\$ 277,035.20
PAYMENTS BEGINNING:	One year from signing, annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Matt Sullivan

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-4-25) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2025 thru September 30, 2026. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: 9/11/2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: CONSIDER ORDINANCE APPROVING THE ANNUAL BUDGET – 2nd READING

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On July 28 (CIP) and August 18, 2025, the City Council held budget workshops to review recommendations from the City Manager for the FY 2025-2026 budget. The proposed budget was filed with the City Secretary and published on the City's website on August 14th.

On August 18, 2025, the City Council announced a public hearing on the FY 2025-2026 Budget to be held on September 8, 2025. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 27, 2025, and posted the same notice on the City's website.

The budget, with changes recommended by City Council in the August 18, 2025 workshop, is recommended for the City Council's approval, and contains combined Revenues of \$25,958,403 followed by combined Expenditures of \$30,057,893 leaving combined Fund Balance reserves of \$12,208,936.

The Ordinance to adopt the budget contains authorization, as prescribed in the City Charter, Section 8.03, for the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

Legislation does require specific language on the vote to adopt the budget, only that it must be a record vote. Staff provides a recommended motion as follows:

- ***Motion: "I move to adopt the FY 2025-2026 Annual Budget as presented by the City Manager."***
 - ***Must be a Record Vote of each member of the governing body by name.***

ORDINANCE #S-4-25

AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR THE CITY OF PORT LAVACA, TEXAS AND ADOPTING THE BUDGET DOCUMENT FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has approved a budget for the City of Port Lavaca, Texas, for the fiscal year October 1, 2025 through September 30, 2026, and accordingly held a public hearing for same, at which time all interested citizens were given an opportunity to be heard for or against any item or amount of any item contained in said budget; and

WHEREAS, all approved adjustments, if any, have been made in said budget and said public hearing has been officially closed:

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

SECTION 1. That the annual budget for the City of Port Lavaca, Texas for the fiscal year October 1, 2025 through September 30, 2026 is hereby approved and the budget document is hereby in all things adopted and made a part of this ordinance as if set forth in full herein and is hereby declared to be the financial plan for the City of Port Lavaca, Texas for the fiscal year 2025/2026.

SECTION 2. That in accordance with the City Charter, Section 8.03 Transfer of Appropriations, the City Council hereby approves the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 4. This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 8TH day of September, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 22nd day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 22nd day of September, 2025.

Jack Whitlow, Mayor

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		
Councilman Tippet	Aye		
Councilwoman Padron	Nay		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

COMMUNICATION

SUBJECT: Consider Ratification of Property Tax increase reflected in the 2025-2026 FY Budget. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: 8/22/2025
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BRITTNEY HOGAN, FINANCE DIRECTOR
SUBJECT: CONSIDER RATIFICATION OF THE ANNUAL BUDGET

In accordance with Local Government Code Section 102.007(c) when adopting a budget that will require raising more revenue from property taxes than in the previous year, a separate vote of the governing body to ratify the property tax increase reflected in the budget is required. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

Staff provides a recommended motion as follows:

- ***Motion: “I move to ratify the property tax revenue increase reflected in the 2025-2026 Budget.”***

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-5-25) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2025. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 22, 2025

DATE: 9/11/2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: CONSIDER ORDINANCE FIXING THE TAX RATE AND TAX LEVY – 2nd READING

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On August 18, 2025, the City Council took a record vote to propose a tax rate (\$0.8000) as levied on properties as the previous year. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. City Council announced a date and time for a public hearing on the tax rate to be held on September 8, 2025.

The City published a notice of public hearing on the tax increase in the newspaper of general circulation (Port Lavaca Wave) on August 27, 2025, and posted the same notice on the City's website.

Additionally, because the proposed tax rate exceeds the No-New-Revenue rate, additional language is required to be included in the ordinance and requires specific language in the motion to adopt the tax rate as follows:

- **MOTION:** "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8000, which is effectively a 5.50 percent increase in the tax rate."
 - **Must be a Record Vote by each member of the governing body by name.**

Additionally, the tax rate consists of two components, each of which must be approved separately:

Maintenance and Operations:	\$0.6987
Interest & Sinking (Debt):	\$0.1013

- **MOTION:** "I move to adopt a Maintenance and Operations rate of \$0.6987."
- **MOTION:** "I move to adopt an Interest & Sinking rate of \$0.1013."

ORDINANCE #S-5-25

AN ORDINANCE FIXING THE TAX RATE AND TAX LEVY FOR THE CITY OF PORT LAVACA, TEXAS, FOR THE YEAR 2025, UPON ALL TAXABLE PROPERTY IN SAID CITY OF PORT LAVACA, TEXAS SUBJECT TO TAXATION BY SAID CITY ON THE FIRST DAY OF JANUARY, 2025 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF SAID CITY OF PORT LAVACA; APPROPRIATING THE FUNDS DERIVED FROM SAID TAX LEVY TO VARIOUS FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1. That there shall be and there is hereby levied and assessed for the year 2025 upon all property of every description subject to taxation by the City of Port Lavaca, Texas on the 1st day of January, 2025, the following tax rate, to-wit:

An Ad Valorem Tax at the rate of \$0.8000 on the \$100.00 assessed value, based on 100% assessment thereof estimated in lawful currency of the United States of America, for the purpose of paying the general expenses of the City government and for payment of principal and interest on outstanding bonds and certificates of obligation for the fiscal year ending September 30, 2026.

(A) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.15 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$24.40

SECTION 2. All taxes collected pursuant to this ordinance shall be deposited in the funds known as the General Fund and the Tax Supported Debt Service Fund, and said monies shall be appropriated and distributed as follows:

	Rate	Percentage
GENERAL FUND	\$ 0.6987	87.34 %
TAX SUPPORTED DEBT SERVICE FUND:		
2022 Cos & 2024 Cos	\$ 0.1013	12.66 %
TOTALS:	\$ 0.8000	100.00 %

SECTION 3. The duly authorized official responsible for the assessment and collection of taxes for the City of Port Lavaca is hereby directed to assess, extend and enter upon the tax rolls of the City of Port Lavaca, Texas, for the current taxable year the amount and rates herein levied, and to keep a correct account of same, and when so collected, to deposit same in the depository of the City of Port Lavaca to be distributed in accordance with this ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 5. This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 8TH day of September, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 22nd day of September, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 22nd day of September, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

COMMUNICATION

SUBJECT: Consider approval of the Certificate of Construction Completion and authorize the release of Retainage and Final Payment for Nautical Landings Marina Boat Ramp Breakwater Repair Project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 22, 2025**DATE:** 09.22.2025**TO:** JODY WEAVER, INTERIM CITY MANAGER**FROM:** KATERYNA THOMAS, GRANTS & CIP COORDINATOR**SUBJECT:** CONSIDER APPROVAL CERTIFICATE OF CONSTRUCTION COMPLETION AND AUTHORIZE OF RETAINAGE AND FINAL PAYMENT FOR NAUTICAL LANDINGS MARINA BOAT RAMP BREAKWATER REPAIR.

Background:

The City received a grant from the Texas Parks and Wildlife Department (TPWD) to improve the Nautical Landings Marina Breakwater. The construction was completed by Derrick Construction, and the contractor has submitted the Certificate of Construction Completion.

Port Commission Recommendation:

During the Port Commission meeting on September 16, 2025, the Board reviewed the project status and recommended approval of the Certificate of Construction Completion and release of retainage.

Staff Recommendation:

City staff recommends that the City Council consider approval of the Certificate of Construction Completion and authorize the release of retainage and final payment for the Nautical Landings Marina Boat Ramp Breakwater Repair project.

Requested Action:

City Council consideration and approval of the Certificate of Construction Completion and authorization of retainage and final payment.

Attachments:

1. Pay Estimate #3 Final & Retainage for approval & payment.
2. Certificate of Final Completion for acceptance.
3. Consent of Surety Company to Final Payment.
4. Affidavit of All Bills Paid.
5. Final Waiver of Lien Rights.
6. Guarantee



September 12, 2025

Ms. Jody Weaver, P.E.
Interim City Manager & City Engineer
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979

RE: Nautical Landings Marina Boat Ramp Breakwater Repair

Dear Ms. Weaver:

Attached is pay estimate request #3 Final & Retainage for work completed by Derrick Construction Company, Inc. on the Nautical Landings Marina Boat Ramp Breakwater Repair. The construction of the physical improvements has been completed on the project. I recommend that payment be made in the amount of \$22,171.75.

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt A. Glaze", with a stylized flourish at the end.

Matt A. Glaze, P.E.
Vice President

MAG/dmf

Attachments

cc: Derrick Johnson, Derrick Construction Company, Inc.
Connie Novosad, Urban Engineering

NAUTICAL LANDINGS MARINA BOAT RAMP BREAKWATER REPAIR										
PORT LAVACA, TEXAS										
DERRICK CONSTRUCTION COMPANY, INC.										
PAY ESTIMATE NO. 3 FINAL & RETAINAGE										
AUGUST 22, 2025 TO SEPTEMBER 9, 2025										
Item No.	Description	Estimated Quantity	Unit	Approved Contract		Quantities		Amounts		% Complete Amount
				Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds	1	LS	\$ 14,000.00	\$ 14,000.00	0	1	\$ -	\$ 14,000.00	100%
2.	Temporary Project Sign	1	LS	\$ 1,727.00	\$ 1,727.00	0	0	\$ -	\$ -	0%
3.	Permanent Project Sign	2	LS	\$ 400.00	\$ 800.00	0	2	\$ -	\$ 800.00	100%
4.	Construction Staking	1	LS	\$ 4,500.00	\$ 4,500.00	0	1	\$ -	\$ 4,500.00	100%
TOTAL GENERAL					\$ 21,027.00			\$ -	\$ 19,300.00	91.79%
IMPROVEMENTS										
5.	Remove Existing Timber Breakwater	1	LS	\$ 58,700.00	\$ 58,700.00	0	1	\$ -	\$ 58,700.00	100%
6.	Construct Timber Breakwater (Type A)	92	LF	\$ 1,855.00	\$ 170,660.00	0	92	\$ -	\$ 170,660.00	100%
7.	Construct Timber Breakwater (Type B)	40	LF	\$ 1,855.00	\$ 74,200.00	0	40	\$ -	\$ 74,200.00	100%
8.	Construct Timber Breakwater (Type C)	65	LF	\$ 1,855.00	\$ 120,575.00	0	65	\$ -	\$ 120,575.00	100%
TOTAL IMPROVEMENTS					\$ 424,135.00			\$ -	\$ 424,135.00	100%
TOTAL BASE BID					\$ 445,162.00					
TOTALS					\$ 445,162.00			\$ -	\$ 443,435.00	100%
Total Work Completed								\$ -	\$ 443,435.00	Retainage %
Less Retainage								\$ -	\$ -	5%
Less Previous Invoices								\$ -	\$ (421,263.25)	
Final Payment Due								\$ -	\$ 22,171.75	

I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca Nautical Landings Marina Boat Ramp Breakwater Repair project have been fully completed in accordance with the Contract Documents.

STATE OF TEXAS

I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca Nautical Landings Marina Boat Ramp Breakwater Repair project have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering





DERRICK CONSTRUCTION CO., INC.

PO BOX 1046
250 S COVE HARBOR
ROCKPORT, TX 78381

Invoice

Date	Invoice #
8/27/2025	46400

Bill To
CITY OF PORT LAVACA 202 N. VIRGINIA PORT LAVACA, TX 77979

P.O. No.	Job No.	Terms	Due Date
Job No. E21872.04	CPL0003	NET 30	9/26/2025

Description	Qty	Class	Rate	Amount
Project: CoPL Nautical Landings Marina Boat Ramp Breakwater Repair Job No. E21872.04 Scope Of Work Construction of 197 linear feet of timber breakwater at the Nautical Landings Marina in Port Lavaca, Texas.				
Final Pay App No.3 - Invoice 46400 - Retainages	1	RETAIN...	22,171.75	22,171.75
Subtotal				\$22,171.75
Sales Tax (8.25%)				\$0.00
Total				\$22,171.75
Balance Due				\$22,171.75

Phone #	Fax #
3617292423	361-729-1218

FINAL WAIVER OF LIEN RIGHTS

FROM: Derrick Construction Company, Inc. (Contractor)

TO: City of Port Lavaca (Owner)

PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretofore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. 3 Final" attached hereto, as it relates to construction costs payable pursuant to its construction contract with the City of Port Lavaca is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR'S construction contract in the amount of \$443,435.00 as indicated in the attached Pay Estimate No. 3 Final;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, City of Port Lavaca, OWNER'S lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 09 day of September, 2025.

Derrick Construction Company, Inc.

[Signature]
(Signature)

By: Derrick Johnson

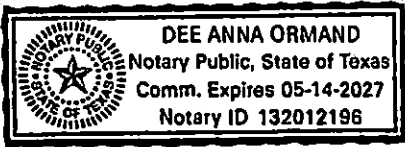
Title: Director Of Operations | Treasurer

STATE OF Texas
COUNTY OF Aransas

§
§
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 09 day of September, 2025, by Derrick Johnson, as Director Of Operations | Treasurer of Derrick Construction Company Inc.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public Signature

DeeAnna Ormand
Printed Name

05.14.2027
Commission Expires

Bond No. C3305106

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

OWNER: City of Port Lavaca

CONTRACTOR: Derrick Construction Company, Inc.

CONTRACT DATE: February 10, 2025

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, The Cincinnati Casualty Company,

SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 9th day of September, 2025.

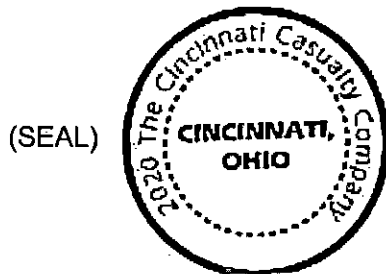
ATTEST:

The Cincinnati Casualty Company
SURETY COMPANY

Raelynn Vasquez

Tricia Balolong
Signature of Authorized Representative

Tricia Balolong, Attorney in Fact
Title



CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: September 9, 2025

OWNER: City of Port Lavaca
 CONTRACTOR: Derrick Construction Company, Inc.
 CONTRACT DATE: February 10, 2025
 CONTRACT AMOUNT: \$443,435.00
 CONTRACT: Construction of 197 linear feet of timber breakwater at the Nautical Landings Marina in Port Lavaca, Texas.

PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

OWNER'S CONTRACT NO.: N/A

ENGINEER'S PROJECT NO.: E21872.04

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

September 9, 2025
 DATE OF FINAL COMPLETION

Executed by ENGINEER on

September 9, 2025.
 (Date)



URBAN ENGINEERING
 (ENGINEER)

By:

(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on September 09, 2025.
 (Date)

DERRICK CONSTRUCTION COMPANY, INC.
 (CONTRACTOR)

By:

(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____, _____.
 (Date)

CITY OF PORT LAVACA
 (OWNER)

By:

(Authorized Signature)

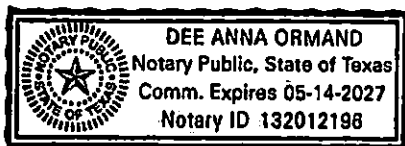
AFFIDAVIT OF ALL BILLS PAID

THE STATE OF TexasCOUNTY OF Aransas

Derrick Johnson personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Derrick Construction Company, Inc., and that the Contract for the **Nautical Landings Marina Boat Ramp Breakwater Repair In Port Lavaca, Texas** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.


 Signature
Derrick Johnson

Typed Name

Title Director Of Operations | TreasurerSworn to and subscribed before me this 09 day of September, 2025

 Notary Signature
DeeAnna Ormand

Printed Name

In and for the State of Texas05.14.2027

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Derrick Construction Company, Inc. ("CONTRACTOR"), of the City of Rockport, County of Aransas, and State of Texas, as CONTRACTOR for the Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas, jointly and severally represent, warrant, and guarantee as follows:

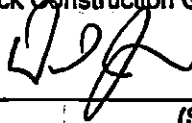
1. That all of the work ("Work") contemplated by that certain Contract dated February 10, 2025, between the City of Port Lavaca ("OWNER") and Derrick Construction Company, Inc. (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to therein.
2. That all Work is free from faulty material in every particular throughout.
3. That all Work is free from improper workmanship throughout.
4. That all Work is guaranteed against unusual damage from proper and usual wear.
5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work as may be found to be defective or not completed in accordance with Contract Documents and Modifications, and will make good all damages caused to other work or materials as a result of such defective work or its required replacement or re-execution.
6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed work for maintenance and all other purposes found within one (1) year after the date of final and unconditional acceptance of the Work by OWNER as evidenced by OWNER'S Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.
7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-execute defective or improperly completed work during the initial one (1) year period of this Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective or improperly completed work, then the Guarantee period may be extended by OWNER at its sole option for an additional period necessary for proper replacement and/or re-execution of the Work by the CONTRACTOR within the terms of this Guarantee.
8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit OWNER'S other rights under common law to have defects remedied when discovered after one (1) year.
9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

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

CONTRACTOR: Derrick Construction Company, Inc.
P.O. Box 1046
Rockport, Texas 78381

EXECUTED on this the 09 day of September, 2025.

Derrick Construction Company, Inc.



(Signature)

By: Derrick Johnson

Title: Director Of Operations | Treasurer

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Section IV. Item #9.

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

William Blanchard; James R. Reid; William Mitchell Jennings; Aaron Endris; Tricia Belolong; Payton Blanchard; Jessica Turner; Caitlin Kelley; Lindsay Senior; Theresa Miller and/or Raelynn Vasquez

of Fort Worth, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

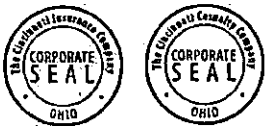
Any such obligations in the United States, up to
Fifty Million Dollars and No/100 (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

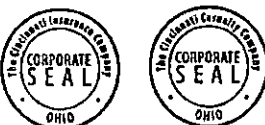


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 9th day of September, 2025



Ed H

COMMUNICATION

SUBJECT: Review and discuss the draft boundary of a proposed Tax Incremental Reinvestment Zone (TIRZ). Presenter is Jody Weaver

INFORMATION:

COMMUNICATION

SUBJECT: Discuss amendment to City's Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97. - Unlawful to Maintain a Nuisance; Exceptions. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: SEPTEMBER 22, 2025 **AGENDA ITEM** _____

DATE: 09.15.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: RECOMMEND AMENDING CHAPTER 20 – ENVIRONMENTAL AND HEALTH, ARTICLE V. - JUNK VEHICLES, ABANDONED MOTOR VEHICLES, JUNKED BOATS, JUNKED TRAILERS, JUNKED TOWABLE RECREATIONAL VEHICLES, SEC. 20-97. – UNLAWFUL TO MAINTAIN A NUISANCE; EXCEPTIONS..

Our office has received numerous complaints regarding the accumulation of junk vehicles at automotive repair shops that are in public view. These repair shops are also located on major thoroughfares within city limits. Therefore, this is what people see as they travel through our city. These vehicles tend to sit at these locations for months or even years with no improvements made. It is staff's recommendation that these vehicles need to be repaired or removed from public view.

Therefore, staff's recommends that the attached ammendment to Ch. 20, Article V, Sec. 20-97 be approved.

CHAPTER 20 – ENVIRONMENTAL AND HEALTH

ARTICLE V. - JUNK VEHICLES, ABANDONED MOTOR VEHICLES, JUNKED BOATS, JUNKED TRAILERS, JUNKED TOWABLE RECREATIONAL VEHICLES

Sec. 20-97. - Unlawful to maintain a nuisance; exceptions.

(a) It shall be unlawful for any person to cause or maintain a public nuisance on the real property of another or to suffer, permit or allow any nuisance to be left or maintained on his own real property; provided that this section shall not apply with regard to:

(1) Any junk in an enclosed building;

(2) Any junk, or a part thereof, parked or stored in a lawful manner on private property in connection with the business of a ~~licensed vehicle dealer or~~ licensed junkyard;

(3) Any junk in an appropriate storage place or depository maintained at a location officially designed and in the manner approved by the city; and

(4) Any accumulation of junk by a duly licensed junk dealer, if maintained in an orderly manner, and does not constitute a health hazard.

(b) Junked vehicles or vehicle parts cannot be stored on non residential property as determined by the city future land use plan, at an automotive repair facility, an automotive body shop, an automotive painting facility, or an automotive wrecking or salvage yard, within the city, except that:

(1) Junked vehicles, including any vehicle parts associated therewith, may be kept inside a completely enclosed building, so long as said vehicles, and vehicle parts, are maintained in an orderly manner, are not a health hazard, are not visible from the street or other public or private property, and complies with the currently adopted International Building Code and International Fire Code;

(2) Junked vehicles or vehicle parts stored outside of an enclosed building shall be kept in an area that is completely surrounded and enclosed by a solid fence or wall, as follows:

a. Such fence or wall must be constructed of a material that prevents the junked vehicles or vehicle parts from being visible from the street or other public or private property;

b. The fence or wall must be a height that prevents the junked vehicles and vehicle parts from being visible from the street or other public or private property, in no event shall the wall or fence be less than six feet tall;

c.All fences or walls shall extend downward to within three inches of the ground and shall be plumb and square at all times;

d.Any gates or openings must be built in accordance with the requirements of this section for a fence or wall. Gates shall be closed and securely locked at all times, except during normal hours.

(3)Automotive repair facilities and automotive body shops may store no more than two junked vehicles outside of a building or fenced-in area so long as each vehicle is owned by a person other than the owner of the automotive repair facility or automotive body shop, each vehicle is being stored for the purpose of repair, and each vehicle has been stored there for 30 days or less. Automotive repair facilities and automotive body shops may temporarily store up to an additional five junked vehicle outside of a fenced-in area during normal business hours. For purposes of this section, normal business hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m.

(4)Any junked vehicle that is not stored inside a completely enclosed building must be kept neatly parked, maintained in an orderly manner, and cannot be a health hazard.

(Ord. No. G-8-04, § 2, 11-8-2004; Ord. No. G-5-16, § 1, 4-11-2016)

COMMUNICATION

SUBJECT: Discuss amendment to City's Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: SEPTEMBER 22, 2025 **AGENDA ITEM** _____

DATE: 09.15.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: RECOMMEND AMENDING CHAPTER 34 – PEDDLERS,
SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND
MOBILE FOOD UNITS

It was brought to our department's attention that we are a lot more stringent on "Street Vendors" than other surrounding communities. Our permitting process does not differentiate between a vendor operating a snow cone/ ice cream truck and a door to door salesman. Currently, a street vendor pays \$100 for one person and \$20 each additional person for a 14 day permit.

After looking at surrounding communities, I found that our fees are more than double the cost to operate and that other communities provide an annual permit.

Therefore, it is staff's recommendation the attached amendment to Ch. 34 - PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS.

**CHAPTER 34 - PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES,
~~AND~~ MOBILE FOOD UNITS AND STREET VENDORS**

ARTICLE III. – MOBILE FOOD ~~UNITS~~ VENDORS AND STREET VENDORS

Sec. 34-53. - Street vendors.

(a) It shall be unlawful for any person to sell or offer for sale a snow cone or any prepackaged food including, but not limited to candy, beverages, and ice cream, from a vehicle upon a public street without first obtaining a Street Vendor Permit from the city permit department. The term of permits shall be from January 1 to December 31 of the year of issuance.

(b) Applications for Street Vendor Permits shall be made on a form provided by the city permit department including at least the following information:

(1) The name, date of birth, driver's license number, home address, business address, and business telephone number of the applicant.

(2) A description of each vehicle to be used including the make, model, vehicle identification number and license number.

(3) A description of the products or services to be sold.

(4) Each completed application shall be accompanied by the following:

a. a fee for each vehicle as established in appendix A to this Code;

b. a certificate of liability insurance for each vehicle, naming the City as an additional insured, in amounts of not less than three hundred thousand dollars (\$300,000.00) for claims of injury to or death of one person, five hundred thousand dollars (\$500,000.00) for all claims for injury to or death of persons arising from a single accident, and one hundred thousand dollars (\$100,000.00) for claims for damage to property; and

(c) *Criminal history check of applicant.* Persons applying for a Street Vendors Permit shall provide a state department of public safety criminal history check. Persons who have been convicted of any crime other than a minor traffic violation shall not be issued a Street Vendor Permit. Provided the applicant passes the background check, the permit department shall issue a permit for each vehicle proposed to be operated by the applicant upon compliance with the provisions of (b) above and with other applicable ordinances, and upon certification that each vehicle complies with the following equipment requirements:

(1) Vehicles shall be identified on the front and rear thereof by reflective lettering at least eight (8) inches in height stating "CAUTION—STREET VENDOR."

(2) Vehicles shall be equipped with amber flashing lights at the front and rear thereof visible from at least five hundred (500) feet in normal daylight.

(3) All vehicles conducting sales of goods that generate litter shall be equipped with containers for the deposit of such litter, accessible from the outside of the vehicle.

(4) Audible devices used on vehicles shall not be capable of being heard more than three hundred (300) feet from the vehicle.

(d) It shall be unlawful for any person to sell or offer for sale any goods or services from any street vending vehicle contrary to the following operating requirements:

(1) Vehicles shall pull as far as practicable to the right-hand curb or edge of the roadway, and shall come to a complete stop, before conducting any sale and during all times when sales are conducted.

(2) All sales from vehicles shall be conducted in such a manner that persons do not enter or leave the sales vehicle in order to conduct sales.

(3) No sales shall be conducted within any of the following areas:

a. Upon any street designated as a collector or an arterial thoroughfare as designated on the adopted thoroughfare master plan.

b. Upon any street within a public park.

(4) Sales from vehicles shall be made only from the curbside of such vehicles.

(5) Amber flashing lights shall be activated each time, and only when a vehicle stops to conduct a sale.

(6) Sales shall be conducted only during the time between thirty (30) minutes before sunrise and thirty (30) minutes after sunset.

(7) No vendor or vending unit shall restrict, obstruct or interfere with the access of any person to or from a private driveway or in any way create an obstruction to adequate access to property.

(8) Vendors shall yield the right-of-way to all other types of traffic and shall not block the reasonable flow of traffic when stopped to conduct sales.

(e) Upon the first conviction of an operator of a permitted vehicle for a violation of the requirements of (c) or (d) above, the permit of such vehicle shall be suspended for a period of thirty (30) days. Upon the second such conviction, the permit of the vehicle shall be revoked for the duration of its term.

(f) Each person conducting sales from vehicles upon streets shall comply with applicable permit or registration requirements of this article, and with applicable health department permit requirements and regulations.