



CITY COUNCIL REGULAR MEETING

Monday, February 10, 2025 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, February 10, 2025 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81793583407?pwd=cktTN05lWGpVQlppaCszMm9pTWpWQT09>

Meeting ID: 817 9358 3407

Passcode: 995664

One Tap Mobile

+13462487799,,81793583407#,,,,*995664# US (Houston)

Dial by your location

+1346 248 7799 US (Houston)

I. ROLL CALL**II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)****VI. COMMENTS FROM THE PUBLIC**

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

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

A. Minutes of January 13, 2025 Regular Meeting

B. Review of Credit Card Statement

C. Receive Monthly Financial Highlight Report

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

E. Receive Quarterly Investment Report for period 10.01.2024 to 12.31.2024

F. Receive Quarterly Report from the Public Works Department

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

1. Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:

- (a) 603 Knipling
- (b) 604 S. Juanita Street
- (c) 813 Hackberry

2. Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025: Presenter is Derrick Smith

- (a) 603 Knipling
- (b) 604 S. Juanita Street
- (c) 813 Hackberry

3. Consider request from American Legion Post 167 to reinstitute the Memorial Day and Flag Retirement Ceremony at Bayfront Peninsula Park, including use of the Veteran's Memorial and large pavilion on Monday, May 26, 2025 and waiver of all associated fee. Presenter is Tania French

4. Consider recommendation of the Recreation and Parks Board to amend the maximum stay-limit for the Hillside RV spaces at the Lighthouse Beach Campground. Presenter is Jody Weaver
5. Consider Agreement between the City of Port Lavaca and the Calhoun County YMCA for Operation of the City Pool (April 1, 2025 - Sept 30, 2025). Presenter is Wayne Shaffer
6. Consider approval of the Matagorda Bay Mitigation Trust Contract 081 for the City of Port Lavaca Mid-Coast Birding Festival Boat Tours. Presenter is Jody Weaver
7. Consider approval of the Matagorda Bay Mitigation Trust Contract 084 for the purchase of the Kitchen Tract. Presenter is Jody Weaver
8. Consider authorizing the Mayor to sign closing documents for property being acquired by the City of Port Lavaca using grant funds known as 2.42 acres, more or less, in the Kitchen Subdivision. Presenter is Jody Weaver
9. Consider Resolution No. R-021025-1E of the City of Port Lavaca for a revision of the Early Voting schedule in accordance with the Secretary of State's revised election calendar for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorizing the Mayor's signature. Presenter is Mandy Grant
10. Consider recommendation of the Port Commission to award a Construction Contract to Derrick Construction in the amount of \$445,162.00 for the Nautical Landings Boat Ramp Breakwater Repair. Presenter is Jody Weaver
11. Consider Change Order No. 1 to the Independence Drive Reconstruction project. Presenter is Jody Weaver
12. Consider Change Order No. 4 to the Water Systems Improvement Project. Presenter is Jody Weaver
13. Consider approval of a Planning Proposal from LJA Planning and Landscape Architecture to prepare a Parks Master Plan for a fee not to exceed \$75,000.00 per the Professional Services Agreement (PSA) dated February 25, 2022. Presenter is Jody Weaver
14. Consider declaring miscellaneous items located on property acquired by City of Port Lavaca at 304 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner. Presenter is Jody Weaver
15. Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow
16. Consider the request of Mr. & Mrs. Nevarez to establish a shrimp boat slip along the seawall in Smith Harbor. Presenter is Jody Weaver
17. Announcement by Mayor that City Council will retire into closed session:
 - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

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

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, February 10, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, February 5, 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: Minutes of January 13, 2025 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, January 13, 2025 at 6:30 PM

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

MINUTES

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

On this the 13th day of January 2025, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Justin Burke | Councilman, District 6 |

And with the following absent: None

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

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:31 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- There were no presentations.

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

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

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

- A. Minutes of December 09, 2024 Regular Meeting**
- B. Review of Credit Card Statement**
- C. Receive Monthly Financial Highlight Report**
- D. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**
- E. Receive Capital Improvement Projects (CIP) Progress Report 10.01.2024 to 12.31.2024**
- F. Receive Development Services Department Quarterly Report 10.01.2024 to 12.31.2024**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

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

- Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 01, 2025. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that last year, the City of Port Lavaca, Port Lavaca Chamber and Port Lavaca Main Street hosted the first Port Lavaca Art Walk. The event, which featured artists and musicians throughout downtown, was a great success. We plan to build on that success this year with the event, which is slated for Saturday, March 01, 2025.

Last year, we did not request closure of Main Street, but given the number of people that attended in 2024, we believe we should close the street this year as a safety precaution for attendees.

We are requesting Council approval, as required, to make an application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 01, 2025.

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 01, 2025 as needed for the event and will be discussed on the next agenda item following this one.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 01, 2025 and also waives any fees associated with event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

2. **Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets for the 2025 Port Lavaca Art Walk on Saturday, March 01, 2025. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that in addition to the Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Port Lavaca Art Walk, in the previous agenda item, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 01, 2025 as needed for the event.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of staff, Council hereby approves temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets for the 2025 Port Lavaca Art Walk on Saturday, March 01, 2025 and also waives any fees associated with event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

- 3. **Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2025 to Noon on Sunday, April 07, 2025. Presenter is Tania French**

Author's Note:

The dates specified in the agenda item are in error. The correct dates are Friday, April 04, 2025 to Sunday, April 06, 2025.

Tania French, Events Coordinator, advised Council that as in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11:00 p.m. Friday, April 04, 2025 to Noon on Sunday, April 06, 2025.

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

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 05, 2025 as needed for the event and will be discussed on the next agenda item following this one.

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

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

THAT, Council hereby approves agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11:00 p.m. Friday, April 04, 2025 to Noon on Sunday, April 06, 2025 and also waives any fees associated with event.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 4. **Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2025 for Iguana Fest. Presenter is Tania French**

Author's Note:

The date specified in the agenda item is in error. The correct date is Saturday, April 05, 2025.

Tania French, Events Coordinator, advised Council that in addition to the Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets

for the Iguana Fest, in the previous agenda item, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 05, 2025 as needed for the event.

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

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

THAT, in accordance with recommendation of staff, Council hereby approves temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 05, 2025 for Iguana Fest and also waives any fees associated with event.

Seconded by Councilman District 5 Ward

Voting Yea:

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

5. **Consider appointment of member(s) to the Port Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Port Commission Board Member Raymond Butler’s term will expire soon and he has expressed a desire to be reappointed to serve a new two-year term. There are no term limits in place for any Port Commission Board Member. Port Commission recommends reappointment of Butler.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves reappointment of Raymond Butler to the Port Commission to fill a vacancy and start a new term of two (2) years.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

6. **Consider Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant**

Motion made by Councilman District 2 Dent

WHEREAS, in accordance with the City Charter of the City of Port Lavaca, the Texas Election Code and other applicable state and federal laws, the City Council of the City of Port Lavaca, Texas hereby finds that a general officers election should be held on Saturday, May 03, 2025.

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

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

SECTION 1. THAT, an election shall be held on Saturday, May 03, 2025, which is a uniform election date, in the City of Port Lavaca, Texas, which date is not less than forty-five (45) days from the date of the adoption of this resolution for the purpose of electing the following officers:

- One Council Member, Single District Four (4), for a term of 3 years; and
- One Council Member, Single District Five (5), for a term of 3 years; and

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

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

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

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

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

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

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

SECTION 7. THAT, Early Voting Days and extended hours to vote on a Saturday shall be conducted during the following schedule:

Monday	April	21,	2025	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	22,	2025	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	23,	2025	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	24,	2025	from	7:00	a.m.	to	7:00	p.m.
Friday	April	25,	2025	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	26,	2025	from	9:00	a.m.	to	2:00	p.m.
Monday	April	28,	2025	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	29,	2025	from	8:00	a.m.	to	5:00	p.m.

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

On the second and fourth days of early voting by personal appearance, the Office of the City Secretary’s regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m. In addition, there will be extended hours of the early voting period by personal appearance held on a Saturday from 9:00 a.m. until 2:00 p.m.

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

Saturday	May	03,	2025	from	7:00	a.m.	to	7:00	p.m.
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SECTION 9. THAT, Notice of the election, including a Spanish translation thereof, shall be posted at City Hall and published in a local newspaper as provided by the Home Rule Charter of the City of Port Lavaca, the Texas Election Code and/or other state and federal law, and the Mayor, or his designee, is hereby authorized and directed to execute such Notice together with an Order calling such election.

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

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

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

7. **Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025. Presenter is Mandy Grant**

City Secretary Grant advised Council that Election Laws require that electronic voting devices be made available to voters. Costs related to these services include expenses related to eight (8) days of early voting and also for voting on Election Day for a total of nine (9) days. The lease proposal for the use of Calhoun County’s Electronic Voting Equipment in connection with the May 03, 2025 City of Port Lavaca General Elections would be approximately \$897.75 and this amount has been budgeted for this fiscal year. Staff recommends Council approve this agreement.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025, in the amount of \$897.75.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

8. **Consider Resolution No. R-011325-2 for designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, for the purpose of participating in the Recreational Trails Grant Program; and certifying that the Applicant is eligible to receive program assistance. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that there has been discussion for several years about the idea to construct a trail from Bayfront Park around the Clement Cove Wetlands and then up to near Scully's restaurant. We have been looking at possible funding sources for such a project.

The Texas Parks and Wildlife Department accepts applications for funding in their Trails Grant Program this time each year with the deadline being February 1. This grant would provide \$300,000 of funds with a \$75,000 match. This is the same grant program that we used a few years ago to help build the shared use path (SUP) in Bay front Park.

Please refer to the attached concept plan with the following features:

- A lighted 10 ft wide shared use path (SUP) situated on the upland side of the wetlands delineation by at least 10 ft from Randle Street to near the Scully's bulkhead
- A 10 ft wide SUP sloped to meet ADA alongside the city owned overflow parking area of Scully's with a patch to lead to the existing ADA ramp to the City Harbor Upper Docks.
- A possible 10 ft wide SUP in the right-of-way of Randle leading ultimately to the SUP in Bayfront Park.
- Future reconstruction of the 1900's concrete steps leading down the hill next to the old hotel on Railroad St with a patch to the existing SUP
- Future sidewalk and/or SUP on Railroad and Mahan Streets
- Future easement for an ADA path from the upper dock to SH 238
- Note: I am in conversation with TxDOT about the prospect of providing Bike lanes on SH 238 in the future.
- Note: I am working with the Historical Society in making a grant application to construct ornamental fencing around Ranger Cemetery and provide a VAN accessible ADA parking space next to the ADA ramp to the City Harbor Upper Dock.

Urban engineering is working up some cost estimates for a few options for materials and widths of the proposed SUP shown in red for a possible 2025 TPWL Trails grant application. In order to score well, we need to show an ADA accessible starting and ending point to the trail. I have little doubt that to do the entire Trail shown in red, the cost will far exceed the \$375,000 for this particular grant project, but if we're successful, we can continue to look for other funding sources to make up the difference. Understand that if successful, we would not have authorization to construct until probably 2027 – enough time to budget additional funds.

In order to be able to submit an application by the February 1st deadline, I must have the attached resolution approved by Council, which among other things, acknowledges the understanding that \$75,000 (20%) is the required match for the maximum grant amount of \$300,000.

Financial impact:

By Monday night I should have a better idea of the potential cost to complete the entire path that is shown in red for consideration of applying for \$300,000 of funding from TPWL. Again, there would be no actual expenditure required until at the earliest 2027 based upon our recent experiences.

We will discuss Monday night if Council wants to limit the application to a maximum \$375,000 or consent to a larger project with the understanding that we would need to provide, through budgeted funds or grants, all costs in excess of \$300,000. With authorization to submit a grant application, I will solicit public support letters. Jan. 13, 2025 Update: Urban Engineering has prepared some preliminary cost estimates for this potential project.

To construct the 10 ft wide shared use path out of concrete from Randle Street to Fulton Street, with solar lights (same manufacturer as at Little Chocolate Bayou Park) every 100 ft, it is estimated to cost \$443,800. The construction would likely require the concrete trucks to stay on the upper elevations and pump the concrete to the path on the lower elevation, thus the per sf price is estimated at \$20/SF.

Continuing the 10 ft wide SUP behind a new curb on Mahan from Randle to SH 238 is estimated to cost an additional \$50,000 +/-.

So nominally, we'll say \$500,000 for the project. The grant, if we get it would provide \$300,000 (the maximum grant award) in funding. So, to complete the entire project, we'd need to budget around \$200,000 of CIP dollars. (This is \$125,000 greater than the minimum required match of \$75,000). As you recall from the last Trails grant, once awarded, TPWL takes about a year to perform the environmental reviews so in reality, the CIP funds will not be needed until FY 2026-2027.

If Council is in agreement that this is a worthwhile project that the citizens of Port Lavaca will benefit from as well as a promote tourism, staff recommends applying for \$500,000 project to connect SH238 at Mahan to Fulton Street with a 10 ft wide Shared Use Path and planning to budget \$200,000 matching funds in next year's CIP.

Motion made by Councilman District 3 Tippit

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is aware that the grant program reimburses eligible expenses up to grant award amount and requires 20% match; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program.

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

- Section 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program.
- Section 2: That the Applicant acknowledges that they have the financial resources to complete the grant project.
- Section 3: That the Applicant acknowledges that, if funded, the project must be maintained and open to the public for a period of at least 20 years after project completion.
- Section 4: That the Applicant hereby authorizes and directs the Mayor to act for the Applicant in dealing with the Department for the purposes of the Program, and that Mayor Jack Whitlow is hereby officially designated as the signatory and representative in this regard.
- Section 5: That the City Council of The City of Port Lavaca hereby authorizes the official to make application to the Department for funding for a Trail project around the wetlands of the Clement Cove waterfront area.

Seconded by Councilman District 5 Ward

Voting Yea:

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

9. Consider agreement between the City of Port Lavaca and Rawley McCoy Architects (RMA) for City Hall Master Plan (Phase 4), Security Upgrades and Interior Renovations. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that the proposed Letter of Agreement from Rawley McCoy Architects (RMA) was for the Phase 4 City Hall Master Plan Security Improvements. This is an hourly fee contract with a Not-to-exceed amount of \$25,000 plus \$5,280 for a Mechanical, Electric, Plumbing (MEP) Consultant, totaling \$30,280.00.

Financial impact:

Council has budgeted \$350,000.00 in the 2024-2025 Fiscal Year (FY) budget for City Hall security upgrades. Council recently awarded the Phase 3 Utility Billin Upgrade project at \$151,416.00. With this \$30,280.00 agreement with Rawley McCoy Architects, that leaves \$168,304.00 of this budgeted amount. The estimated cost for Phase 4, based upon the conceptual drawings is \$240,000.00. The proposed scope includes the Controlled-Access bullet resistant store front at the north end of the hallway with renovations to relocate Municipal Court to the north end with a bullet resistant enclosure and other renovations needed to walls, flooring and ceiling panels, etc. We will work with the Architect to keep costs as low as possible, but it is likely additional funds will needed for the construction of Phase 4, although it's unlikely the additional funds would be needed before FY 2025-2026.

It is the recommendation of staff to accept the Letter of Agreement from Rawley McCoy Architects in the amount not to exceed \$30,280.00 without additional authorization, for the Architectural work for the Phase 4 City Hall Security upgrade.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves agreement between the City of Port Lavaca and Rawley McCoy Architects (RMA) for City Hall Master Plan (Phase 4), Security Upgrades and Interior Renovations in the amount not to exceed \$30,280.00 without additional authorization, for the Architectural work.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

10. **Consider recommendation of the Planning Board to approve a request from Paulette Clay for a conceptual "Grab & Go" food establishment to be located on the corner of S. San Antonio Street and W. Martin Luther King Drive; legal description is Lot 1, Block 52, Original Townsite subdivision (523 S. San Antonio Street). Presenter is Derrick Smith**

Development Services Smith advised Council that the applicant and property owner, Paulette Clay, is proposing a new "Grab & Go" food establishment to be located 523 S. San Antonio Street.

The applicant has spoken with the Victoria County Health Department and confirmed this type establishment is not considered a restaurant. The Future Land Use Map designates this area as Residential.

Department Comments on Engineering: Off-street parking shall be so arranged that in order to depart the premises, it shall not be necessary that any automotive vehicle be backed into a street. Fire: A suppression hood will not be required as there will be no frying of food on premises.

Development Services:

- The proposed "Grab & Go" will be required to have four off-street parking spaces. One space dedicated for ADA.
- A sidewalk will need to be installed for access from the parking lot to the entrance.
- A grease trap of proper sizing will need to be installed.
- A landscaping and signage plan shall be provided prior to construction.

Ms. Aleatha Curtis, provided a PowerPoint presentation for proposed "The Food Hive" establishment.

The Planning Board and staff has approved this proposal.

Motion made by Councilman District 1 Aguirre

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

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby approves a request from Paulette Clay for a conceptual "Grab & Go" food establishment to be located on the corner of S. San Antonio Street and W. Martin Luther King Drive; legal description is Lot 1, Block 52, Original Townsite subdivision (523 S. San Antonio Street).

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

11. **Consider request Second and Final reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date. Presenter is Anne Marie Odefey**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of City Attorney and staff, Council hereby approves and adopts the Second and Final reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date.

Seconded by Councilman District 6 Burke

Voting Yea:

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

12. **Consider Second and Final reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves and adopts Second and Final reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

- 13. **Consider Second and Final reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves and adopts Second and Final reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit

- 14. **Consider Second and Final reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves and adopts Second and Final reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Charges, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee; and providing an effective date

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 2 Dent

Voting Yea:

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

Meeting adjourned at 7:18 p.m.

These minutes were approved on February 10, 2025.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #B.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions: 800-367-7576
Website: www.cardaccount.net

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
December 9, 2024 to January 8, 2025

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$10,334.28
- Payments	\$10,334.28
- Other Credits	\$4.00
+ Purchases	\$4,064.54
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$4,060.54

PAYMENT INFORMATION

New Balance:	\$4,060.54
Minimum Payment Due:	\$121.82
Payment Due Date:	February 2, 2025

Account Number	XXXX XXXX XXXX 0305
Credit Limit	\$26,500.00
Available Credit	\$22,425.00
Statement Closing Date	January 8, 2025
Days in Billing Cycle	31

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please **DO NOT** give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
12/27	12/27	8543189PS00XV70LM	PAYMENT - THANK YOU	\$10,334.28-

Transactions continued on next page

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



Account Number:	XXXX XXXX XXXX 0305
New Balance:	\$4,060.54
Minimum Payment Due:	\$121.82
Payment Due Date:	February 2, 2025

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

CITY OF PORT LAVACA
202 N VIRGINIA ST
PORT LAVACA TX 77979-3431



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0305				\$10,334.28-
12/09	12/10	5548872P80X47KBXA	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
12/16	12/17	5548872PF0Y9AYKXA	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
12/16	12/17	2524780PF02S0554P	VC MARKETPLACE VICTORIA TX	\$28.50
12/18	12/19	5526352PJ5DH13P5Q	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$6.99
12/21	12/22	8702130PL0003TSNL	BOATUS FOUNDATION SPRINGFIELD VA	\$11.00
12/24	12/25	5526352PR5KQSQMA3	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$139.96
01/02	01/03	55488720210WNDMY5	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
01/03	01/05	5543286035X91KKZY	TAMUCC ACAD TESTING 361-825-2334 TX	\$10.00
01/07	01/08	55488720711MLJFK2	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
01/07	01/08	252478007016WJEGN	VC MARKETPLACE VICTORIA TX	\$28.50
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$481.59
12/06	12/09	8542814P7LEF8YZFD	AFFORDABLE AUTO PORT LAVACA TX	\$7.28
12/14	12/15	0514048PDMHE1J76A	H-E-B #434 PORT LAVACA TX	\$10.44
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$17.72
01/02	01/05	554213503VAKNQAXR	TEXAS MUNICIPAL COURTS AUSTIN TX	\$460.66
01/03	01/05	554213504VAL87YF8	TEXAS MUNICIPAL COURTS AUSTIN TX	\$460.66
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$921.32
12/11	12/12	5543286PA6270EZSW	APPLE.COM/BILL 866-712-7753 CA	\$2.99
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$2.99
01/05	01/06	5550036055XPNPR8E	WALMART.COM WALMART.COM AR	\$22.35
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$22.35
12/10	12/12	5548382PA04HADDFK	SAMSCLUB.COM 888-746-7726 AR	\$79.92
12/12	12/13	0543684PQBKQPVMN	WM SUPERCENTER #330 VICTORIA TX	\$9.00
12/12	12/13	5548382PQ04JV7WZY	SAMSCLUB #6471 VICTORIA TX	\$283.58
12/18	12/19	8702130PH0002KB9S	HEALTH AND SAFETY COUN PASADENA TX	\$500.00
01/08	01/08	5543286085YP6KFN7	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
BRITTNEY HOGAN				
TOTAL XXXXXXXXXXXX3462				\$1,022.50
12/10	12/11	5543286P96200F4A0	CCSI EFAX CORPORATE 323-817-1155 CA	\$141.34
12/30	12/31	5548872PX10DX6VWN	TX BD ENG LIC RENEW AUSTIN TX	\$50.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$191.34
12/11	12/12	5526352PB56PAWYYH	HARBOR FREIGHT TOOLS34 PORT LAVAC CREDIT	\$4.00-
12/11	12/12	5526352PB56PAWYYW8	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$87.96
12/18	12/19	5548872PH0YL7FY10	TCEQ EPAYMENT AUSTIN TX	\$113.75
12/19	12/20	5548872PJ0YTN0KLX	TCEQ EPAYMENT AUSTIN TX	\$113.75
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$311.46
12/11	12/15	8536943PQRFWPH8GT	BEST WESTERN POST OAK BURNET TX	\$405.68
		CHECK-IN 12/07/24	FOLIO #0000042336	
12/18	12/19	2524780PH033J7SNB	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$19.46
12/18	12/20	5543286PJ5VMDFS10	COURTYARD MARRIOTT MID MIDLOTHIAN TX	\$108.13

Transactions continued on next page



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
		CHECK-IN 12/17/24	FOLIO #77967	
12/18	12/22	8535335PKD3WE69DL	PAYPAL *TEXASPOLICE 4029357733 CA	\$157.00
12/30	12/31	5104323PX1YH1JHLW	PAYPAL *HUMANEEUCA 4029357733 CA	\$150.00
01/06	01/07	5543286065YBQ3M7T	SQ *ONEFACE GOSQ.COM NJ	\$249.00
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX2286				\$1,089.27

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.49% (v)	\$0.00	31	\$0.00
Cash Advances	18.49% (v)	\$0.00	31	\$0.00

(v) - variable

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

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

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

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION


SUBJECT: Receive Monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

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

To: Mayor and Members of the City Council
From: Brittney Hogan, Finance Director 
Subject: FY 24-25 Financial Highlights through January 31, 2025
Date: February 3, 2025

Below are the following reports for the period ending **January 31, 2025**, or **33%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$3,738,526** for the year as of December Collections in FY 24-25 are 61.32% of total adjusted tax levy. Total current year Property Taxes Outstanding as of December is **\$2,798,625**.

In the General Fund, revenues through **01/31/2025** are 42% of budget. In addition:

1. *Current Property Tax* collections - are **\$3,298,168** for the year as of January. Collections on FY 24-25 are 72% of the budget.
2. *Sales Tax* collections through January were **\$1,206,611** or 32% of budget. Collections through January in FY 23-24 were **\$1,217,210**.
3. *Licenses & Permits* collections are **\$68,194** for the year, or 25% of budget. Collections through January in FY 23-24 were **\$33,606**.
4. *Bauer Center Rentals* through January are **\$21,410** or 21% of budget. Collections through January in FY 23-24 were **\$21,310**.
5. *Court Fines* are **\$34,748** for the year, or 29% of budget. Collections through January in FY 23-24 were **\$16,974**.

Expenditures in the General Fund for the year are **38%** of the budget.

Target: 33%

In the Utility Fund, revenues as of **01/31/25** are **30%** of the budget. In addition:

1. *Metered Water* sales through January are **\$959,139** or **29%** of the budget. Collections through January in FY 23-24 were **\$917,802**.
2. *Residential Sewer* sales through January are **\$533,665** or **34%** of the budget. Collections through January in FY 23-24 were **\$468,685**.
3. *Garbage Billings* through January are **\$336,817** or **33%** of the budget. Collections through January in FY 23-24 were **\$308,525**.

Expenditures on the Utility Fund for the year is **35%** of the budget.

In the HOT Fund, revenues as of **01/31/25** are **29.8%** of the budget. In addition:

1. *Hotel Occupancy Taxes* through January are **\$168,405** or **28%** of the budget. Collections through January FY 23-24 were **\$128,506**.

Expenditures on the HOT Fund for the year is **34%** of budget

In the Beach Fund, revenues as of **01/31/25** are **9%** of the budget. In addition:

1. *RV Rentals* through January are **\$16,163** or **7%** of the budget. Collections through January in FY 23-24 were **\$47,899**.

Expenditures on the Beach Fund for the year is **15%** of the budget

In the Ports & Harbors Fund, revenues as of **01/31/25** are **28%** of the budget. In addition:

1. *Dock Leases* through January are **\$164,482** or **35%** of the budget. Collections through January in FY 23-24 were **\$137,699**.
2. *Tariffs* through January are **\$38,898** or **30%** of the budget. Collections through January FY 23-24 were **\$48,833**.
3. *NL Building Lease* through January is **\$30,213** or **33.6%** of the budget. Collections through January in FY 23-24 were **\$28,271**.

Expenditures on the Ports and Harbors Fund for the year is **11%** of the budget.

Summary – FY 2024-2025 through 01/31/25

<u>Fund</u>	<u>Revenues</u>	<u>%</u> <u>Budget</u>	<u>Expense</u>	<u>%</u> <u>Budget</u>	<u>Revenues</u> <u>Less</u> <u>Expense</u>
General	\$ 5,247,583	42%	\$ 4,211,469	38%	\$ 1,036,115
Utility	\$ 2,503,616	30%	\$ 2,545,557	35%	\$ (41,941)
HOT	\$ 183,000	29.8%	\$ 233,249	34%	\$ (50,249)
Beach	\$ 24,410	9%	\$ 45,959	15%	\$ (21,549)
Port	\$ 423,266	28%	\$ 130,794	11%	\$ 292,472
				Total	\$ 1,214,848

1,036,115.00
41,941.00
50,249.00
21,549.00
292,472.00
-001
1,214,848.00



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
December 31, 2024**

TAXES DUE AT CERTIFICATION	6,088,413.16
Adjustments to Date	8,185.56
TOTAL TAX LEVY	6,096,598.72

2024 Tax Collections

	Base	Penalties & Interest	Total
October	2,569,585.63	0.00	2,569,585.63
November	588,240.96	0.00	588,240.96
December	580,699.77	0.00	580,699.77
January			0.00
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
TOTAL	3,738,526.36	0.00	3,738,526.36

	% Collected	61.32%	Last Year % Collected	51.24%
TRANSFERRED TO DELINQUENT ROLL				
July, Aug, and Sept Payments				0.00

2024 TAXES OUTSTANDING	2,358,071.93	
	% Current Outstanding	38.68%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	4,959.41	3,228.48	8,187.89
November	14,938.19	5,808.40	20,746.59
December	11,576.04	4,227.26	15,803.30
January			0.00
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	31,473.64	13,264.14	44,737.78

DELINQUENT TAXES OUTSTANDING	440,552.94
TOTAL TAXES OUTSTANDING	2,798,624.87

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**CITY OF PORT LAVACA, TEXAS
SALES TAX REVENUES**

Section VII. Item #C.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
					Month	Y-T-D		Month	Y-T-D	
Fiscal Year 2022										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

Fiscal Year 2023										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep	323,607	2%	\$323,607	3,656,993	332,358	3,723,952	98.20%	2.4%	3.3%

Fiscal Year 2025										
Dec	Oct	285,545	2%	\$285,545	285,545	286,185	286,185	99.78%	1.6%	1.6%
Jan	Nov	283,901	1%	\$283,901	569,445	284,895	571,080	99.71%	1.5%	1.5%
Feb	Dec					340,081	911,160			
Mar	Jan					269,747	1,180,908			
Apr	Feb					294,394	1,475,302			
May	Mar					347,540	1,822,842			
Jun	Apr					323,228	2,146,070			
Jul	May					308,008	2,454,077			
Aug	Jun					311,794	2,765,871			
Sep	Jul					314,646	3,080,517			
Oct	Aug					313,902	3,394,420			
Nov	Sep					329,532	3,723,952			

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

001--GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	9,092,373	9,092,373	0	806,794.12	4,654,524.12	0.00	4,437,848.88	51.19
LICENSES & PERMITS	268,410	268,410	0	5,701.10	68,193.56	0.00	200,216.44	25.41
USER & SERVICE CHARGES	103,250	103,250	0	3,696.00	22,103.00	0.00	81,147.00	21.41
FINES & FORFEITURES	294,000	294,000	0	20,815.66	69,166.07	0.00	224,833.93	23.53
OTHER REVENUE	565,950	565,950	0	2,700.91	88,971.95	0.00	476,978.05	15.72
GRANT AND CONTRIBUTION R	520,120	520,120	0	237,912.60	243,912.60	0.00	276,207.40	46.90
INTERGOVERNMENTAL REVENUE	<u>1,567,641</u>	<u>1,567,641</u>	<u>0</u>	<u>25,178.00</u>	<u>100,712.00</u>	<u>0.00</u>	<u>1,466,929.00</u>	<u>6.42</u>
TOTAL REVENUES	12,411,744	12,411,744	0	1,102,798.39	5,247,583.30	0.00	7,164,160.70	42.28
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	2,497.55	10,388.60	0.00	20,495.40	33.64
CITY MANAGER	422,786	648,119	(225,333)	49,164.55	328,164.20	0.00	319,954.80	50.63
CITY SECRETARY	251,461	251,461	0	17,797.17	64,856.61	0.00	186,604.39	25.79
HUMAN RESOURCE	100,395	100,395	0	9,972.18	25,173.76	0.00	75,221.24	25.07
MUNICIPAL COURT	177,937	177,937	0	16,544.71	64,092.94	0.00	113,844.06	36.02
TECHNOLOGY SERVICES	510,222	510,222	0	27,976.41	311,403.51	68,878.23	129,940.26	74.53
FINANCE	393,798	393,798	0	30,348.01	124,823.38	0.00	268,974.62	31.70
CITY HALL	548,378	548,378	0	7,255.96	21,096.40	176,458.54	350,823.06	36.03
POLICE	2,887,828	2,887,828	0	483,992.62	1,115,764.95	21,412.86	1,750,650.19	39.38
FIRE	2,146,503	2,146,503	0	185,581.98	650,742.93	20,092.74	1,475,667.33	31.25
ANIMAL CONTROL	256,834	256,834	0	37,773.93	70,484.67	0.00	186,349.33	27.44
CODE ENFORCEMENT/INSPECT	491,452	491,452	0	43,774.06	112,581.11	0.00	378,870.89	22.91
STREETS	3,097,966	3,097,966	0	110,773.26	383,139.63	549,762.75	2,165,063.62	30.11
PARKS & RECREATION	877,803	877,803	0	63,040.99	358,511.17	88,114.52	431,177.31	50.88
BAUER CENTER	315,614	315,614	0	26,698.71	96,552.44	0.00	219,061.56	30.59
NON-DEPARTMENTAL	<u>866,703</u>	<u>866,703</u>	<u>0</u>	<u>12,596.20</u>	<u>473,692.22</u>	<u>0.00</u>	<u>393,010.78</u>	<u>54.65</u>
TOTAL EXPENDITURES	13,376,564	13,601,897	(225,333)	1,125,788.29	4,211,468.52	924,719.64	8,465,708.84	37.76
REVENUES OVER/(UNDER) EXPENDITURES	(964,820)	(1,190,153)	225,333	(22,989.90)	1,036,114.78	(924,719.64)	(1,301,548.14)	9.36-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,595,671	4,595,671	0	472,404.65	3,298,168.14	0.00	1,297,502.86	71.77
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	12,462.97	35,074.19	0.00	84,925.81	29.23
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	285,225.81	1,206,611.32	0.00	2,517,340.68	32.40
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	0.00	0.00	62,000.00	0.00
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	21,786.70	79,124.34	0.00	265,875.66	22.93
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	239.91	239.91	0.00	31,760.09	0.75
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	797.48	0.00	49,202.52	1.59
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	11,957.08	28,834.63	0.00	99,915.37	22.40
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,717.00	5,674.11	0.00	29,325.89	16.21
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	9,092,373	9,092,373	0	806,794.12	4,654,524.12	0.00	4,437,848.88	51.19
LICENSES & PERMITS									
421.02	BUILDER LICENSES	7,000	7,000	0	1,000.00	3,950.00	0.00	3,050.00	56.43
422.01	ELECTRICAL PERMITS	25,000	25,000	0	200.00	3,226.92	0.00	21,773.08	12.91
422.02	BUILDING PERMITS	157,000	157,000	0	2,691.10	42,098.42	0.00	114,901.58	26.81
422.03	PLUMBING PERMITS	22,000	22,000	0	400.00	3,650.00	0.00	18,350.00	16.59
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	975.00	0.00	4,625.00	17.41
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	320.00	0.00	(320.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	300.00	0.00	(300.00)	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	15.00	255.00	0.00	2,345.00	9.81
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	595.00	5,908.84	0.00	24,091.16	19.70
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00	(94.74)	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	750.00	4,395.00	0.00	2,715.00	61.81
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	125.00	0.00	875.00	12.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	575.00	0.00	(575.00)	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	2,219.64	0.00	6,780.36	24.66
425.01	ANIMAL LICENSES & FEES	200	200	0	0.00	50.00	0.00	150.00	25.00
426.01	ALARM FEES	100	100	0	50.00	50.00	0.00	50.00	50.00
	TOTAL LICENSES & PERMITS	268,410	268,410	0	5,701.10	68,193.56	0.00	200,216.44	25.41
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	3,540.00	21,410.00	0.00	78,590.00	21.41
435.07	BAYFRONT RENTALS	750	750	0	150.00	450.00	0.00	300.00	60.00
435.08	CREDIT CARD CONVENIENC	0	0	0	0.00	0.00	0.00	0.00	0.00
439.01	POLICE SERVICES	2,000	2,000	0	6.00	243.00	0.00	1,757.00	12.15
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
	TOTAL USER & SERVICE CHARGES	103,250	103,250	0	3,696.00	22,103.00	0.00	81,147.00	21.41

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	95,000	95,000	0	2,852.73	14,217.47	0.00	80,782.53	14.97
441.02	TAX ATTORNEY FEES	50,000	50,000	0	2,096.47	9,723.09	0.00	40,276.91	19.45
443.01	COURT FINES	120,000	120,000	0	11,254.58	34,747.74	0.00	85,252.26	28.96
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	3,386.83	6,540.50	0.00	7,459.50	46.72
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	666.71	1,467.06	0.00	3,532.94	29.34
449.02	ARREST FEES	10,000	10,000	0	558.34	2,470.21	0.00	7,529.79	24.70
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES		294,000	294,000	0	20,815.66	69,166.07	0.00	224,833.93	23.53
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	672.36	81,062.40	0.00	418,937.60	16.21
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	0.00	17.00	0.00	483.00	3.40
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	2,000.00	6,850.00	0.00	6,850.00	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.14	ABATEMENT REIMBURSEMEN	15,000	15,000	0	0.00	990.00	0.00	14,010.00	6.60
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	28.55	52.55	0.00	9,947.45	0.53
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE		565,950	565,950	0	2,700.91	88,971.95	0.00	476,978.05	15.72
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	247,320	247,320	0	189,162.60	189,162.60	0.00	58,157.40	76.48
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	48,750.00	48,750.00	0.00	16,250.00	75.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
TOTAL GRANT AND CONTRIBUTION R		520,120	520,120	0	237,912.60	243,912.60	0.00	276,207.40	46.90
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	22,321	22,321	0	1,860.08	7,440.32	0.00	14,880.68	33.33
492.02	XFER IN- 501 UTILITY F	494,588	494,588	0	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	9,201	9,201	0	766.75	3,067.00	0.00	6,134.00	33.33
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	0.00	0.00	0.00	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	770,917	770,917	0	0.00	0.00	0.00	770,917.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	270,614	270,614	0	22,551.17	90,204.68	0.00	180,409.32	33.33
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE		1,567,641	1,567,641	0	25,178.00	100,712.00	0.00	1,466,929.00	6.42

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	<u>12,411,744</u>	<u>12,411,744</u>	<u>0</u>	<u>1,102,798.39</u>	<u>5,247,583.30</u>	<u>0.00</u>	<u>7,164,160.70</u>	<u>42.28</u>

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

501-PUBLIC UTILITY FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	8,062,366	8,062,366	0	591,476.88	2,427,462.88	0.00	5,634,903.12	30.11
FINES & FORFEITURES	100,000	100,000	0	11,328.80	43,027.79	0.00	56,972.21	43.03
OTHER REVENUE	162,104	162,104	0	103.99	33,125.19	0.00	128,978.81	20.43
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	602,909.67	2,503,615.86	0.00	5,820,854.14	30.08
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	165,923	165,923	0	7,579.39	67,866.47	0.00	98,056.53	40.90
BILLING	454,258	454,258	0	31,823.83	120,170.01	28,044.10	306,043.89	32.63
MAINTENANCE	1,584,911	1,584,911	0	105,397.75	334,699.28	374,662.77	875,548.95	44.76
WASTEWATER TREATMENT	988,577	988,577	0	80,912.43	270,862.10	27,681.80	690,033.10	30.20
NON-DEPARTMENTAL	5,347,283	5,347,283	0	377,244.11	1,751,959.17	0.00	3,595,323.83	32.76
TOTAL EXPENDITURES	8,540,952	8,540,952	0	602,957.51	2,545,557.03	430,388.67	5,565,006.30	34.84
REVENUES OVER/(UNDER) EXPENDITURES	(216,482)	(216,482)	0	(47.84)	(41,941.17)	(430,388.67)	255,847.84	218.18

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
USER & SERVICE CHARGES									
431.11	WATER-METERED	3,286,596	3,286,596	0	227,904.00	959,138.84	0.00	2,327,457.16	29.18
431.12	WATER-BULK	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13	WATER-METERED COUNTY	103,836	103,836	0	6,879.24	29,992.09	0.00	73,843.91	28.88
431.21	SEWER RESIDENTIAL	1,567,373	1,567,373	0	132,770.07	533,664.69	0.00	1,033,708.31	34.05
431.22	SEWER COMMERCIAL	1,079,863	1,079,863	0	63,359.23	262,954.32	0.00	816,908.68	24.35
431.23	SEWER COUNTY	67,205	67,205	0	5,231.94	20,924.41	0.00	46,280.59	31.14
431.25	SEWER-LOW PRESSURE (LP	975	975	0	120.00	480.00	0.00	495.00	49.23
431.31	WASTE-GARBAGE COLLECTI	1,019,111	1,019,111	0	84,641.36	336,816.64	0.00	682,294.36	33.05
431.32	SPRING CLEANUP	100,000	100,000	0	2,564.30	10,265.70	0.00	89,734.30	10.27
432.05	GBRA FEES	744,907	744,907	0	61,871.74	247,416.19	0.00	497,490.81	33.21
432.11	WATER TAPS	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
432.21	SEWER TAPS	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
432.60	DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61	SERVICE CALL FEES	5,000	5,000	0	1,200.00	5,590.00	0.00	590.00	111.80
432.62	SERVICE TRANSFER FEES	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63	SERVICE RECONNECTION F	60,000	60,000	0	4,890.00	19,860.00	0.00	40,140.00	33.10
432.64	SERVICE TEMP WATER	500	500	0	45.00	360.00	0.00	140.00	72.00
	TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	591,476.88	2,427,462.88	0.00	5,634,903.12	30.11
FINES & FORFEITURES									
442.01	LATE PAYMENT PENALTIES	100,000	100,000	0	11,328.80	43,027.79	0.00	56,972.21	43.03
442.02	CONTRACT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	100,000	100,000	0	11,328.80	43,027.79	0.00	56,972.21	43.03
OTHER REVENUE									
451.01	INTEREST INCOME	38,000	38,000	0	0.00	5,945.67	0.00	32,054.33	15.65
459.03	RETURNED CHECK FEE	1,000	1,000	0	90.00	570.00	0.00	430.00	57.00
459.04	BAD DEBT ACCOUNT COLLE	35,000	35,000	0	0.00	0.00	0.00	35,000.00	0.00
459.08	CCRWS-GBRA TRANSMISSI	85,104	85,104	0	0.00	26,594.84	0.00	58,509.16	31.25
459.09	CREDIT CARD CONVENIENC	0	0	0	13.99	13.99	0.00	13.99	0.00
459.11	AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	1,000	1,000	0	0.00	0.69	0.00	999.31	0.07
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	162,104	162,104	0	103.99	33,125.19	0.00	128,978.81	20.43
GRANT AND CONTRIBUTION R									
481.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00	GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE									
493.01	XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02	XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	602,909.67	2,503,615.86	0.00	5,820,854.14	30.08	

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	600,000	600,000	0	58,218.38	168,404.99	0.00	431,595.01	28.07
OTHER REVENUE	15,000	15,000	0	10,049.29	14,594.72	0.00	405.28	97.30
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	615,000	615,000	0	68,267.67	182,999.71	0.00	432,000.29	29.76
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>785,214</u>	<u>785,214</u>	<u>0</u>	<u>78,992.17</u>	<u>233,248.78</u>	<u>36,234.48</u>	<u>515,730.74</u>	<u>34.32</u>
TOTAL EXPENDITURES	785,214	785,214	0	78,992.17	233,248.78	36,234.48	515,730.74	34.32
REVENUES OVER/(UNDER) EXPENDITURES	(170,214)	(170,214)	0	(10,724.50)	(50,249.07)	(36,234.48)	(83,730.45)	50.81

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

101-HOTEL OCCUPANCY TAX FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>								
415.01 HOTEL/MOTEL TAX	600,000	600,000	0	58,218.38	168,404.99	0.00	431,595.01	28.07
TOTAL TAXES	600,000	600,000	0	58,218.38	168,404.99	0.00	431,595.01	28.07
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	15,000	15,000	0	49.29	4,094.72	0.00	10,905.28	27.30
459.10 DONATIONS- FESTIVALS	0	0	0	10,000.00	10,500.00	0.00	(10,500.00)	0.00
459.90 MISC INCOME- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	15,000	15,000	0	10,049.29	14,594.72	0.00	405.28	97.30
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 101	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	68,267.67	182,999.71	0.00	432,000.29	29.76

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

503-BEACH OPERATING FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	235,000	235,000	0	3,593.28	16,683.35	0.00	218,316.65	7.10
OTHER REVENUE	32,500	32,500	0	155.30	7,726.53	0.00	24,773.47	23.77
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	3,748.58	24,409.88	0.00	243,090.12	9.13
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	307,330	307,330	0	8,037.88	45,958.72	0.00	261,371.28	14.95
TOTAL EXPENDITURES	307,330	307,330	0	8,037.88	45,958.72	0.00	261,371.28	14.95
REVENUES OVER/(UNDER) EXPENDITURES	(39,830)	(39,830)	0	(4,289.30)	(21,548.84)	0.00	(18,281.16)	54.10

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

503-BEACH OPERATING FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
433.01	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10	230,000	230,000	0	3,593.28	16,163.35	0.00	213,836.65	7.03
433.30	3,000	3,000	0	0.00	200.00	0.00	2,800.00	6.67
433.50	2,000	2,000	0	0.00	320.00	0.00	1,680.00	16.00
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	3,593.28	16,683.35	0.00	218,316.65	7.10
<u>OTHER REVENUE</u>								
451.01	30,000	30,000	0	155.30	7,451.53	0.00	22,548.47	24.84
459.11	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71	2,500	2,500	0	0.00	275.00	0.00	2,225.00	11.00
459.90	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	32,500	32,500	0	155.30	7,726.53	0.00	24,773.47	23.77
<u>GRANT AND CONTRIBUTION R</u>								
481.00	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	3,748.58	24,409.88	0.00	243,090.12	9.13

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

Section VII. Item #C.

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	818,955	818,955	0	75,662.72	273,207.16	0.00	545,747.84	33.36
FINES & FORFEITURES	500	500	0	199.89	199.89	0.00	300.11	39.98
OTHER REVENUE	35,600	35,600	0	390.56	8,474.92	0.00	27,125.08	23.81
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE	<u>116,184</u>	<u>116,184</u>	<u>0</u>	<u>0.00</u>	<u>116,184.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL REVENUES	1,521,239	1,521,239	0	76,253.17	423,265.97	0.00	1,097,973.03	27.82
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	2,510.83	3,185.11	0.00	(1,763.11)	223.99
CITY HARBOR	7,000	7,000	0	0.00	0.00	0.00	7,000.00	0.00
HARBOR OF REFUGE	200,000	200,000	0	5,000.00	5,000.00	0.00	195,000.00	2.50
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA OPERATIONS	<u>35,000</u>	<u>35,000</u>	<u>0</u>	<u>0.00</u>	<u>5,039.87</u>	<u>0.00</u>	<u>29,960.13</u>	<u>14.40</u>
	<u>1,390,148</u>	<u>1,390,148</u>	<u>0</u>	<u>37,633.44</u>	<u>117,568.90</u>	<u>49,800.00</u>	<u>1,222,779.10</u>	<u>12.04</u>
TOTAL EXPENDITURES	1,644,570	1,644,570	0	45,144.27	130,793.88	49,800.00	1,463,976.12	10.98
REVENUES OVER/(UNDER) EXPENDITURES	(123,331)	(123,331)	0	31,108.90	292,472.09	(49,800.00)	(366,003.09)	196.76-

CITY OF PORT LAVACA
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504-PORT & HARBORS FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	11,222.60	48,223.03	0.00	66,776.97	41.93
436.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	8,000.00	33,675.00	0.00	66,325.00	33.68
436.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
436.11 HOR - DOCK LEASES	268,497	268,497	0	23,121.35	89,862.04	0.00	178,634.96	33.47
436.12 TARIFFS	130,000	130,000	0	17,079.06	38,897.97	0.00	91,102.03	29.92
436.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	0.00	0.00	500.00	0.00
436.21 N L-DOCK LEASE	90,950	90,950	0	7,041.20	26,396.78	0.00	64,553.22	29.02
436.22 N L -BLDG LEASE	90,028	90,028	0	7,713.65	30,212.90	0.00	59,815.10	33.56
436.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
436.24 SMITH HARBOR RENT	19,980	19,980	0	1,484.86	5,939.44	0.00	14,040.56	29.73
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	75,662.72	273,207.16	0.00	545,747.84	33.36
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	500	500	0	199.89	199.89	0.00	300.11	39.98
TOTAL FINES & FORFEITURES	500	500	0	199.89	199.89	0.00	300.11	39.98
OTHER REVENUE								
451.01 INTEREST INCOME	35,000	35,000	0	303.56	8,305.42	0.00	26,694.58	23.73
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	600	600	0	87.00	169.50	0.00	430.50	28.25
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	390.56	8,474.92	0.00	27,125.08	23.81
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
493.88 XFER IN- 206 FARF FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	76,253.17	423,265.97	0.00	1,097,973.03	27.82

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca February, 2025, COUNCIL MEETING

VEDC Staff has scheduled recurring monthly update meeting with City Manager.

Residential

- Residential Incentives Draft – still pending (Council). This will be taken off the report going forward, until it is requested to be readdressed.
- VEDC Staff continues conversation with developers and identifying property.

Marketing

- VEDC has contracted with web developer for the Port Lavaca tab on the VEDC website. Tweaks are being made and requested input from CM.
 - The link is live.
 - More photos to “sell” the city will be taken (early spring, hopefully, weather dependent) and added.
 - Photos will include both an “industrial” look and a retail look.
- VEDC has had a new one-page flyer created for the marketing purposes of Port Lavaca. There is a data report as well to be provided to the City Manager.
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”.
 - Steps required include:
 - CM has selected Tania (French) to be the contact person. VEDC staff will set meeting with Tania French in February.
 - We will begin providing further information to the Film Friendly program now, and will attend the workshop when it is offered (get ahead of requirements).
 - Generic Guidelines to be reviewed (CM, Council, Legal) as a starting point (waiting for update and direction from CM)

Business

- Working with a potential shoe retailer (consultant) looking to possibly have a location in Port Lavaca. Have followed up; waiting for an update. **Pending. all developments in Texas are paused until January 2025(per consultant. Still on hold as of January 31st, 2025.**
- VEDC staff attended retail attraction trade show in January (in Dallas) and will market Port Lavaca. There were a few businesses we will be following up with this week. One is a corporate owned business and two are franchises. We are supposed to meet with the franchisee (hopefully this month, if he is available).
- VEDC Staff will regroup with the Chamber to schedule meetings with business owners/ roundtable discussion and publish a plan for 2025.
- VEDC scheduling B2B networking events.
- VEDC has reached out to a previously discussed sit-down restaurant to reignite interest (this is the corporate business mentioned above).

Projects

All projects will be updated by VEDC President during quarterly meetings, or if requested earlier.

City Contact Information



Diane Drussell, CEcD

Operations Director
 Victoria Economic Development Regional Partnership
 dianedrussell@victoriaedc.com
 361.485.3190
 101 W Goodwin Ave, Suite 322, Victoria, TX 77901
 victoriaedc.com

Custom Trade Area Demographics



37,943

Population



\$65,456

HH Income
 Median



39,028

Daytime Pop



14,193

Households

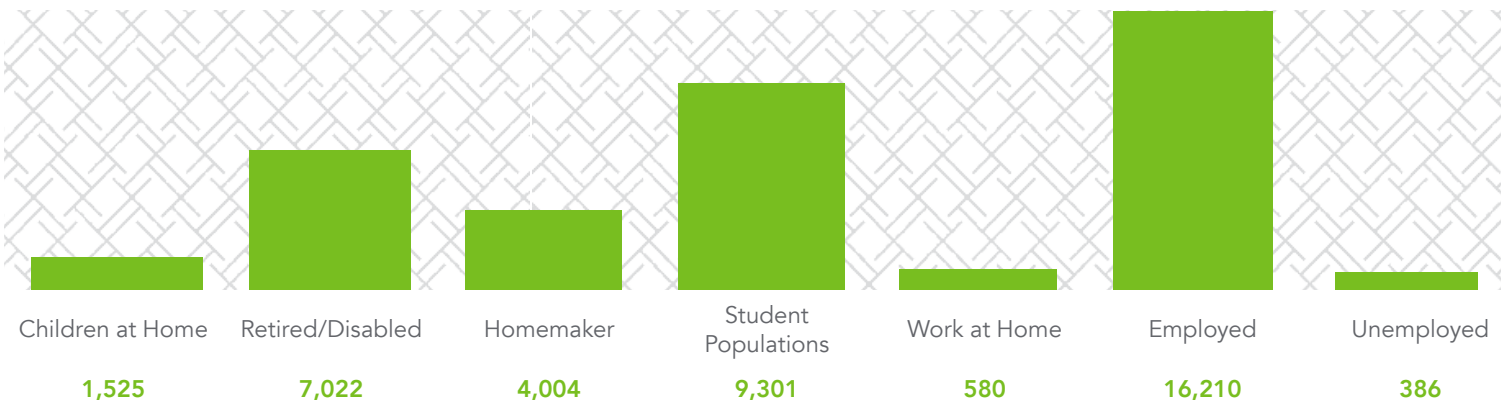
GAP Analysis

\$92,433,656 (CTA Demos)



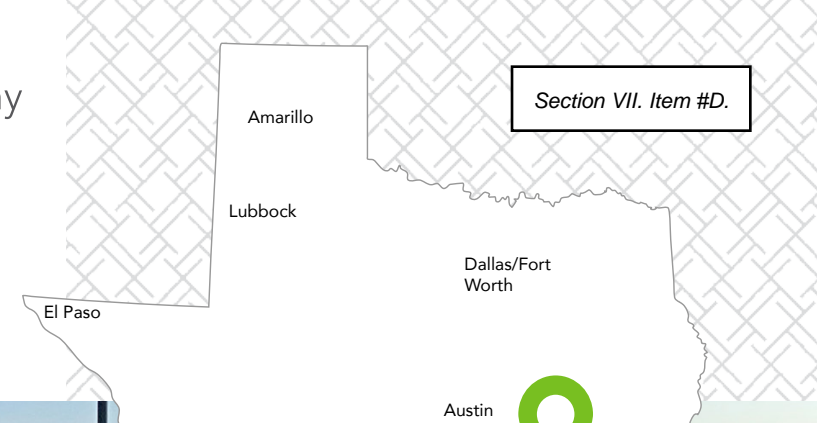
Foodservice and Drinking Places	\$26,960,582
Building Material and Garden Equipment	\$22,241,563
Gasoline Stations	\$15,047,301
Furniture and Home Furnishings Stores	\$9,359,690
Clothing & Clothing Accessories Stores	\$8,212,268
Sporting Goods, Hobby, Book, Music Stores	\$6,553,777
Electronics & Appliance Stores	\$4,058,475

Daytime Population



retail strategies // retail academy

Port Lavaca, Texas



Section VII. Item #D.

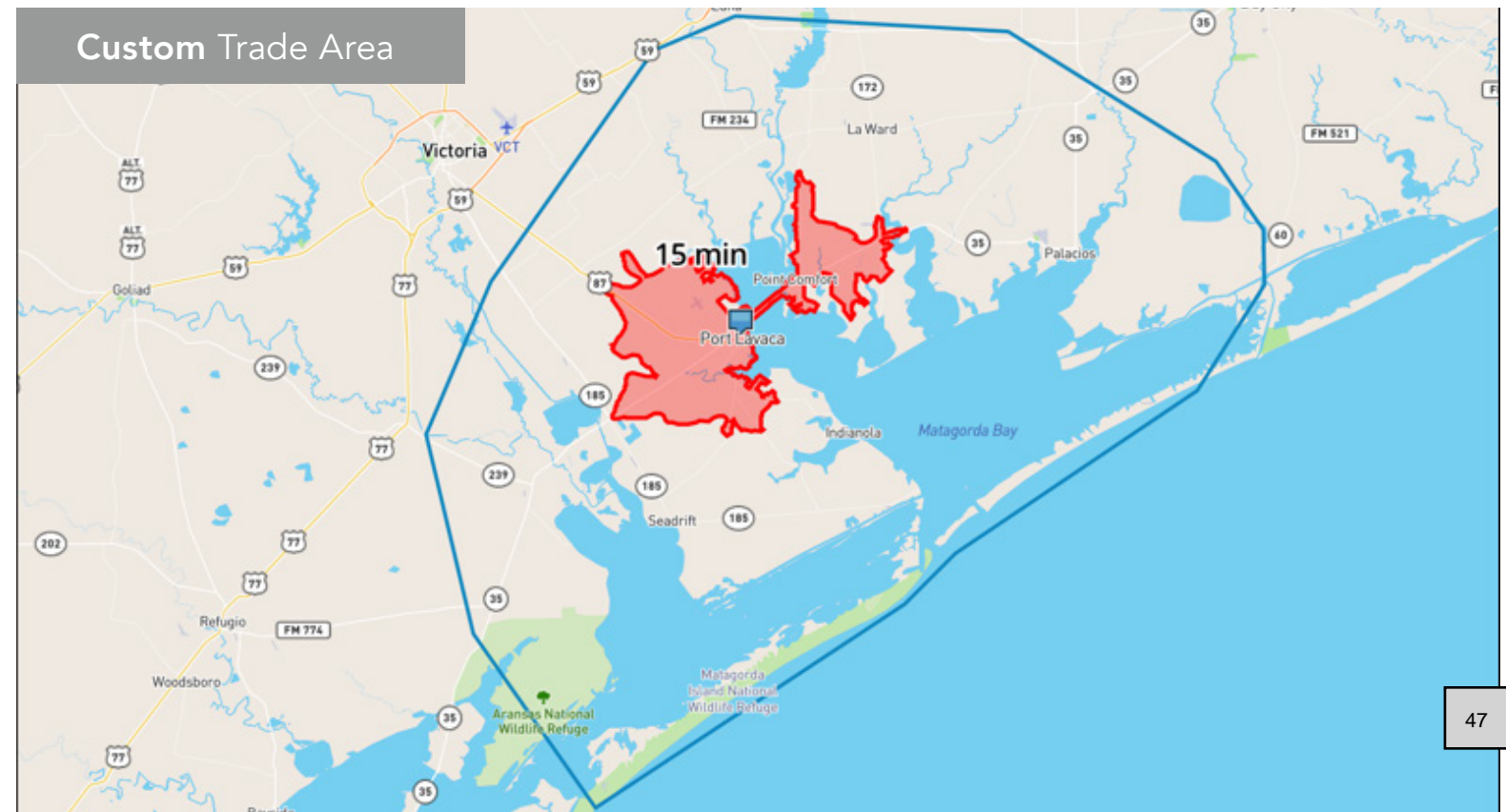
Market Guide



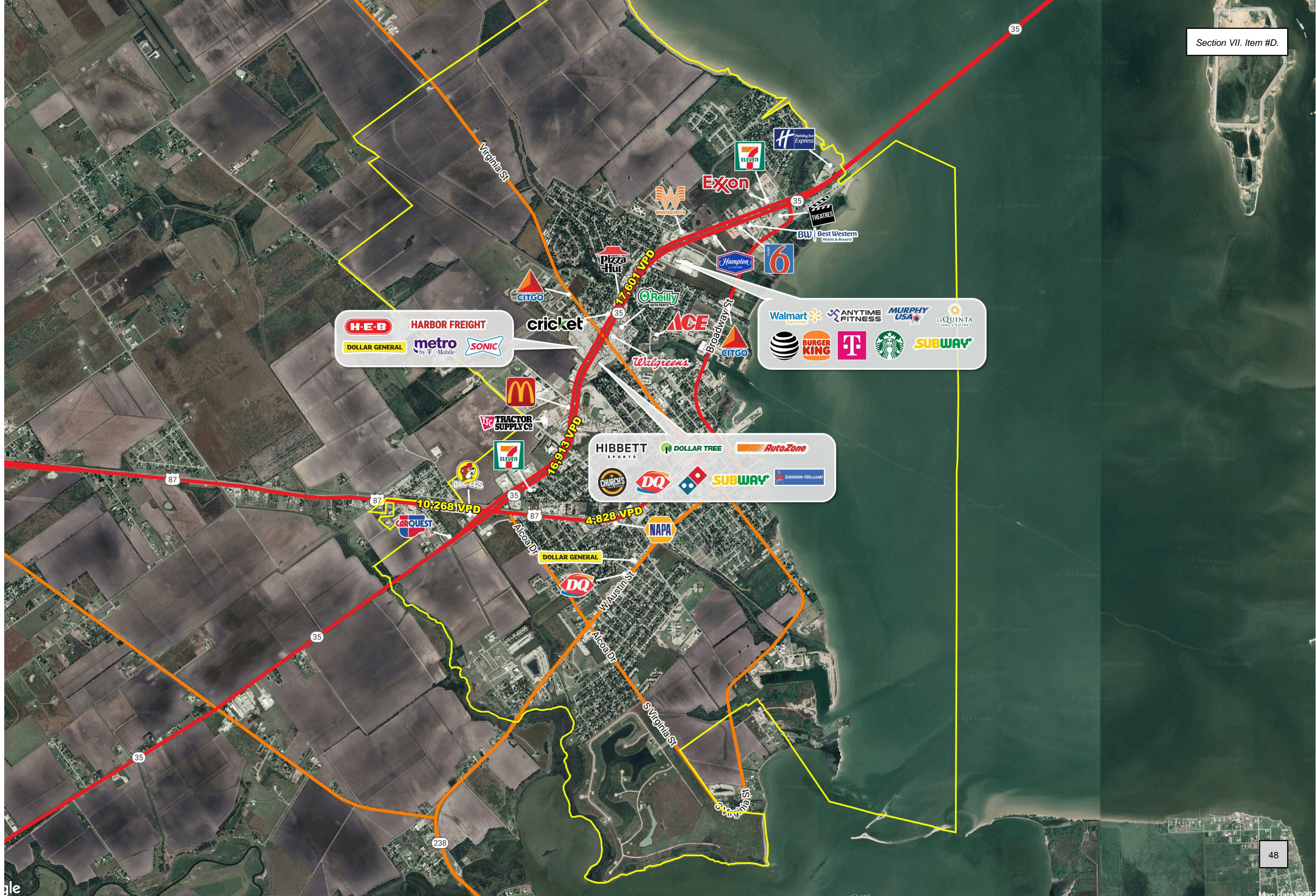
Demographics

Distance	3 Miles	5 Miles	10 Miles	5 Minutes	10 Minutes	15 Minutes
2024 Est. Pop	11,936	13,950	16,351	6,024	14,500	15,492
Daytime Pop	14,940	17,006	20,094	9,940	18,198	19,495
Median HH Income	\$63,083	\$64,142	\$65,182	\$65,364	\$64,335	\$64,612
Households	4,300	5,023	5,987	2,211	5,221	5,592

Custom Trade Area



Port Lavaca, Texas



COMMUNICATION

SUBJECT: Receive Quarterly Investment Report for period 10.01.2024 to 12.31.2024

INFORMATION:

City of Port Lavaca
Quarterly Investment Report
 10/1/2024 - 12/31/2024

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	9/30/2024	12/31/2024	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
			6%	<u>Demand Deposits</u>											
N/A	N/A			Payroll First National Bank		\$ 9,720	\$ 10,512	0.0000%		\$ 10,512	\$ 10,512				\$ -
N/A	N/A			Pooled Cash First National Bank		\$ 1,681,417	\$ 1,842,627	1.5000%		\$ 1,842,627	\$ 1,842,627				\$ 9,349
N/A	N/A			Fireman's Retirement First National Bank		\$ 50	\$ 350	0.0000%		\$ 350	\$ 350				\$ -
N/A	N/A			Checking First National Bank		\$ -	\$ -	0.0000%		\$ -	\$ -				\$ -
N/A	N/A			Events First National Bank		\$ 1	\$ 1	0.0000%		\$ 1	\$ 1				\$ -
N/A	N/A			Parks Donation First National Bank		\$ 5,000	\$ 5,080	0.0000%		\$ 5,080	\$ 5,080				\$ -
			54%	<u>Local Government Investment Pools</u>											
N/A	51 *			Consolidated Cash Logic		\$ 12,539,225	\$ 13,044,191	4.6928%	4.1300%	\$ 13,044,191	\$ 13,042,339				\$ 154,966
N/A	51 *			Series 2022 Capital Projects Logic		\$ 5,096,883	\$ 5,159,284	4.6928%	4.1300%	\$ 5,159,284	\$ 5,158,551				\$ 62,401
N/A	51 *			Series 2024 Capital Projects Logic		\$ 14,390,458	\$ 13,558,257	4.6928%	4.1300%	\$ 13,558,257	\$ 13,556,332				\$ 167,799
Total Investments						\$ 33,722,754	\$ 33,620,302	1.8197% Average		\$ 20,062,044	\$ 20,059,459	\$ -			\$ 226,716

* Weighted Average Maturity

Total Interest for October 1, 2024 through December 31, 2024

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

 1/27/25
 Britney Hogan Date
 Finance Director

COMMUNICATION

SUBJECT: Receive Quarterly Report from the Public Works Department

INFORMATION:

Parks Department Quarterly Report from 10 -1 -24 To 12-31-24

Maintained all City Parks bathrooms and grounds.

Maintained BCC as needed after events.

Maintained all trashcans on piers and bird walk.

Maintain ball fields at Wilson Park, rake and weed control.

Started repainting and repairing curbs at BCC.

Filled in some low spots with dirt at the soccer field.

Replaced 12 Damaged handholds at Lighthouse Beach Playscape.

Trim trees at the BCC and at LHB.

Maintain Bird feeders at LHB and bird sanctuary.

Started repairing deck lights at bird walk.

Started scraping loose paint on the inside of the Lighthouse.

Helped with several events that took place during the holiday season.

Street Department Quarterly Report

October - December 2024

Seal Coat at 910 Westwood

Potholes at 828 Porter Rd, 195 Stringham, 1616 Leon (lime stone was only use do to road was about to get rehabbed, Seadrift St in front of Wilson Park, Warehouse Street, 149 Delmar, Havolon St, Calhoun St, Live Oak and Commerce.

Patch work on Newlin (Sewer manhole was replaced we patched when completed), Newlin and Commerce the road was scraped down to remove high spots and then used patch machine for road correction at stop sign. 1402 Springwood, 312 Lavaca, 1925 Central, Bayfront (used rock and oil patch machine), used patch machine to help level Westwood St.

Zip and grade Marcus Navarro St.

Ditch repair at 1119 Mildred (used maintainer motor grader to level the top of ditch to allow better water flow into ditch).

Water break repairs on Live Oak and Broadway, Charlotte and Deshazor, 52 Tilley St, 206 S. Commerce St.

Cut trees down at Wilson and Bay St.

Cut grass as needed.

Set up Christmas decoration

Check storm drains as needed

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000216	New Work Order	Non-PM	Medium		Other	Streets, Signs & Sidewalks			Jose Perez	12/30/2024			0.00	0.00
Work requested														
Action Taken														
Comments														
patch														
WO000215	Completed	Non-PM	Medium		Pothole	Streets, Signs & Sidewalks			Jose Perez	12/19/2024		12/19/2024	0.00	0.00
pothole														
used patch machine to patch potholes														
WO000214	Completed	Non-PM	Medium		Other	Streets, Signs & Sidewalks			Jose Perez	12/19/2024		12/19/2024	0.00	0.00
patch														
Roger, frank, Tommy cleaned waterbreak and patched with oil and rock														
WO000213	Completed	Non-PM	Medium		Other	Streets, Signs & Sidewalks			Jose Perez	12/19/2024		12/19/2024	0.00	0.00
patch														
area has been cleaned and patched with patch machine.														
WO000212	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/18/2024	11/25/2024	12/19/2024	0.00	0.00
Replace section of sewer main														
Dug the grass up to find out that 6" clay pipe was collapse infront of the building replaced 15 ft of pipe used 2 clay by pvc boots to reconnect Backfill Clean up needed														
WO000211	Completed	Non-PM	Medium	Preventive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	12/17/2024		12/18/2024	0.00	0.00
cut trees down														
Oscar and Armando cut trees down, frank Tommy and Roger picked up limbs.														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000210	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/17/2024	12/05/2024	12/17/2024	0.00	0.00
Check wet spot on ditch														
Dug up the side of the ditch to find out that there was a leak at a bushing turn the water off and replace the bushing Backfill Clean up needed														

WO000209	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/17/2024	11/13/2024	12/17/2024	0.00	0.00
Check water running down the street														
Dug up the road to find out that 2" cast iron main had a crack next to a clamp remove the clamp and install a longer one Backfill														

WO000208	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/16/2024	12/18/2024	12/18/2024	0.00	0.00
Wet spot on side of the road														
Dug up the road to find out that clamp was leaking replace the clamp Backfill Road repair needed														

WO000207	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/16/2024		01/02/2025	0.00	0.00
Puddle on the side of the road														
Dug the road to find out that 2" pvc main had a crack on it cut the pipe and replace 2ft of pipe Backfill Road repair needed														

WO000206	Citizen Request	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	12/16/2024			0.00	0.00
Very big pot holes on this street. It is dangerous because it is so big.														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														
WO000205	New Work Order	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	12/13/2024			0.00	0.00
driveway repair needed from main break														
WO000204	New Work Order	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	12/13/2024			0.00	0.00
driveway needs to be repaired from a main break														
12/19/24 - advised customer the work will be contracted out														
WO000203	Completed	Non-PM	Medium	Reactive Maintenance	Dress up (utility)	Water Distribution			Lance Roy	12/13/2024	12/18/2024	12/18/2024	0.00	0.00
Hole in the yard needs to be filled in														
Level area up and put top soil to finish it														
WO000202	New Work Order	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	12/13/2024			0.00	0.00
There is a dip in the street														
WO000201	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	12/12/2024		12/19/2024	0.00	0.00
there are several pot holes that need to be filled														
Roger and Tommy filled potholes with limestone. street is scheduled to be redone in a month time.														
WO000199	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/12/2024	11/17/2024	12/17/2024	0.00	0.00

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Repair broken line

Dug up the grass up to find out that 4" cast iron pipe had a hole in it used a clamp to fix it Backfill Clean up needed

WO000200	Completed	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	12/12/2024		12/12/2024	0.00	0.00
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Water Break

Frank, Arturo - Fixed water break (Removed old limestone that was there added 1 bucket of limestone and 2 buckets of coldmix.)

WO000198	In Progress	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/12/2024	11/17/2024	12/17/2024	0.00	0.00
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Check what's leaking under the driveway

Cut out a pipe of the driveway to find out that 2" cast iron pipe was broken install a clamp to fix the pipe Backfill Concrete repair needed

WO000197	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere 310SL		Mario Garza-Reyes	12/12/2024	11/14/2024	12/17/2024	0.00	0.00
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Customer cal, that there was a lot of water around his trailer

Dug the grass up to find out that 2 pvc main had a leaking galvanized dresser replace the dresser and reconnect the line Backfill Cleanup needed

WO000196	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/12/2024	11/18/2024	12/12/2024	0.00	0.00
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Repair broken line

Dug up the grass to find out that 2" cast iron main had a hole in it used a clamp to fix it Backfill Clean up needed

WO000195	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/12/2024	11/11/2024	12/12/2024	0.00	0.00
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Check to see what's leaking water standing on road

Dug up the grass to find out that clamp was leaking replace the clamp to fix the problem Backfill

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														
WO000194	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	12/12/2024	11/14/2024	12/12/2024	0.00	0.00
Repair broken main														
Dug the road to find out that 2" cast iron main had a crack in it install a clamp to fix the leak Backfill														
WO000193	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/20/2024	11/25/2024	12/09/2024	0.00	0.00
Install cityside clean out and repair broken sewer line														
Dug up the grass to find out that 4" 45 pvc coupling was broken and it had roots in it replaced it and reconnect the line Backfill														
WO000192	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/20/2024	11/27/2024	12/09/2024	0.00	0.00
Install cityside clean out and repair broken sewer line														
Dug up the grass to find out that 4" clay pipe was broken at a bell replace 3ft of pipe and reconnect line Backfill Clean up needed														
WO000191	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	11/01/2024	11/19/2024	0.00	0.00
Repair broken water main														
Dig the driveway out to find out that 6" acres main had a crack install a clamp to fix the problem Backfill Driveway repair needed														
WO000190	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	11/09/2024	11/19/2024	0.00	0.00
Fix broken water main														
Dug up the driveway to find out that 2" cast iron pipe had a crack on it use a clamp to fix it Backfill Clean up and driveway repair needed														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000189	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024		12/12/2024	0.00	0.00
Repair broken sewer line														
Dug the grass to find a clean out that was cover exposed it and run the camera thru it toward the city side could find no problem Backfill														
WO000188	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	12/09/2024	12/09/2024	0.00	0.00
Repair broken sewer line														
Dug up the grass to find out that 4" clay pipe was broken at a bell replace 2ft of pipe and reconnect line Backfill CleanClean up needed														
WO000187	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	11/25/2024	12/10/2024	0.00	0.00
Repair broken sewer pipe														
Dug up the grass to find out that 4" coupling was broken at a 90 replace it and reconnect the lineBackfillClean up needed														
WO000186	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	10/20/2024	12/10/2024	0.00	0.00
Repair broken sewer pipe														
Dug up the grass to find out that 4" pvc was broken at the tap replace a short piece and reconnect it Backfill Clean up needed														
WO000185	Closed	Non-PM	Medium	Improvements	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/19/2024	12/17/2024	12/18/2024	0.00	0.00
Replace old broken hydrant														
Replace broken hydrant Clean up needed														
WO000184	New Work Order	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	11/14/2024			0.00	0.00
Repair driveway														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Driveway needs to be repaired after a main break

WO000183	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Lance Roy	11/14/2024		11/15/2024	0.00	0.00
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Check for leak

WO000182	Completed	Non-PM	Medium	Preventive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	11/14/2024		12/19/2024	0.00	0.00
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Clean ditches along mildred drive

edge of street going into ditch was cleaned and graded down to allow better water flow.

WO000181	Completed	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	11/13/2024		11/18/2024	0.00	0.00
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My name is Robert Calzada. My address is 195 Stringham Drive in Port Lavaca. My property is right next to Animal Control. The request I am submitting is the big pothole right in front of my driveway. The reason it's there is because Animal Control and those that visit their building always drive and turn their vehicles there thus creating this mess. The reason I made my driveway rounded there is because I didn't want the turning traffic to destroy the concrete. Can you please repair correctly? Would be great if you can put base and then cold mix on top so that it can last for a good while.

WO000180	Completed	Non-PM		Reactive Maintenance	Water Leak	Water Distribution			Lance Roy	11/08/2024	11/08/2024	11/14/2024	0.00	0.00
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Repair significant water leak in yard

Dug the grass up to find out that 2" cast iron pipe had a crack around it used a clamp to fix the problem Backfill Clean up needed

WO000179	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	11/04/2024	11/01/2024	11/04/2024	0.00	0.00
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Check for leak water coming down from driveway

Dug the road then tunnel under curb to find out that 1" service line was leaking at the corporation Turn the water off and replace the poly used a coupling to reconnect itBackfill

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000178	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/25/2024	11/14/2024	11/14/2024	0.00	0.00
Work requested Action Taken Comments Water has been standing in front of property Dug the grass up to find out that 2" ac main was leaking at the sleeve turn the water off and install a clamp to fix the problem Backfill Clean up needed														
WO000177	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/25/2024	10/25/2024	10/30/2024	0.00	0.00
Check for leak on driveway Dug up the road to find out the that 1" poly was leaking at a coupling Remove the coupling and replace it with a new one Backfill Road repair needed														
WO000176	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/25/2024	10/25/2024	11/14/2024	0.00	0.00
Wet spot on the road Check the area again to find out that's it's dry														
WO000175	Completed	Non-PM	Medium		Other	Streets, Signs & Sidewalks			Jose Perez	10/23/2024		10/29/2024	0.00	0.00
road rehab top layer of street was scraped then patched over with oil and rock road has odd shaped bubbles/bumps.														
WO000174	Completed	Non-PM	Medium	Improvements	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/23/2024	10/21/2024	10/30/2024	0.00	0.00
Install new water tap for home owner Dug up the 20" water main to install new 2" tap saddle for customer Backfill Clean up needed														
WO000173	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/23/2024	10/19/2024	11/04/2024	0.00	0.00
Customer call and said that there was water coming out of the grass and going down the curb														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Dig the grass up to find out that 4" ac main had a crack around the pipe used a clamp to fix the problem Backfilled Clean up needed

WO000171	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/23/2024	10/18/2024	11/04/2024	0.00	0.00
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Water was coming out of the road
Dug the road up to find that 2" cast iron main had a crack around the pipe used a clamp to fix the problem Backfill Roan repair needed

WO000172	Completed	Non-PM	Medium		Dress up (Street)	Streets, Signs & Sidewalks			Jose Perez	10/23/2024		10/23/2024	0.00	0.00
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road patch
area was cleaned out and tamped down, then layer of coldmix was added to it the tamped down.

WO000170	Completed	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	10/15/2024		10/28/2024	0.00	0.00
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Fix pothole
ground was scraped (just top was scraped) then patched over with oil and rock.
top layer asphalt was warped

0000000169	Citizen Request	Non-PM			Other				Jose Perez	10/15/2024			0.00	0.00
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35 mph sign is twisted - needs to be twisted t back for better visibility

0000000168	Citizen Request	Non-PM			Other				William Shaffer	10/15/2024		10/15/2024	0.00	0.00
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TEST TEST
test recieved
test complete

WO000167	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/15/2024	10/15/2024	10/15/2024	0.00	0.00
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Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Check area for possible main break

Dug the grass up to find out that 6" cast iron main had a hole under the pipe installed a clamp to fix the problem Backfill Clean up needed

WO000166	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/14/2024	10/05/2024	10/14/2024	0.00	0.00
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Main break

Dug the road up to find that 6" cast iron main had a hole on it used a clamp to fix the problem Backfill Road repair needed

WO000165	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/14/2024	10/13/2024	10/14/2024	0.00	0.00
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Main break

Dug the grass up to find that 4" cast iron main had a hole on it used a clamp to fix the problem Backfill Clean up needed

WO000164	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/14/2024	10/14/2024	10/14/2024	0.00	0.00
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Water standing in front of property

Dug the are up to find that clamp on 2" ac main was leaking took the clamp off and replaced it Backfill Clean up needed

WO000163	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/14/2024	10/14/2024	10/15/2024	0.00	0.00
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Area in front has water standing

Dug the grass up to find out that 1" service line had a crack next to a coupling cut the water off and replace the coupling Backfill Clean up needed

WO000162	Closed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/14/2024	10/17/2024	10/21/2024	0.00	0.00
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Customer call said that the area has being wet for a while

Dug the grass up to find out that clamp on the 6" ac main was leaking Remove the clamp and install a longer clamp to fix the problem Backfill Clean up needed

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000161	Completed	Non-PM	Medium		Other	Facilities & Physical Plant		Wilson Field Concession Building	Mario Garza-Reyes	10/11/2024		10/14/2024	0.00	0.00
water sewer tap wilson park new restrooms														

WO000160	Completed	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	10/04/2024	10/07/2024	10/18/2024	0.00	16.00
Mow and clean ditches by fairgrounds where the ticket booths set up														
Tommy, justin, and rofer took scag mowers and weedeaters and cut the area.														

WO000159	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	Vac-Con/Freightliner V390LHAN		Mario Garza-Reyes	10/03/2024		10/07/2024	0.00	0.00
Possibly leak at a tap saddle														
replaced 7 feet of 6 inch water main														

WO000158	Completed	Non-PM	Medium	Reactive Maintenance	Other	Facilities & Physical Plant	John Deere		Mario Garza-Reyes	10/03/2024		10/07/2024	0.00	0.00
Possibly leak at service line														
repaired leak with repair clamp														

WO000157	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Lance Roy	10/03/2024	10/03/2024	10/04/2024	0.00	0.00
Home owner reported significant water leak in his yard														
Dug the grass up to find out that 6" ac main had a crack around the pipe clean the pipe out and install a clamp (7.05-7.45) to fix the problem Backfill Clean up needed														

Work Order Summary w/ Details

Section VII. Item #F.

Date Printed: 01/09/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Records Selected: 60

Total Cost \$ 0.00
Total Hrs 16.00

Report Parameters

Filter:

Search:

Advanced Filters: [Originated] Between '10/01/2024' And '12/31/2024'

Tags:

October

DATE	Daily E-COCCI	LOG	Daily pH	Daily D.O.	BOD MG/L	LOAD LBS.	TSS MG/L	LOAD LBS	NH3 mg/l	LOAD LBS.	FLOW MGD	Daily RAIN	COPPER mg/L	COPPER ug/L	LOAD LB/DAY	ZINC mg/L	ZINC ug/L	LOAD LB/DAY
1	5.20	0.72	7.9	6.9	4.2	43.0	3.4	34.9	11.5	118.9	1.24	0.00	0.00260	2.60	0.0269	0.0335	33.50	0.3464
2	17.50	1.24									1.23	0.00						
3	5.20	0.72		6.7	5.2	52.9	3.6	36.7	11.8	121.0	1.23	0.00						
4	3.10	0.49									1.65	0.98						
5	16.90	1.23									1.28	0.00						
6	3.10	0.49									1.30	0.00						
7	4.10	0.61									1.24	0.00						
8	3.10	0.49	7.7	7.1	5.6	59.5	3.0	31.5	4.1	43.2	1.28	0.00	0.00306	3.06	0.0327	0.0406	40.60	0.4334
9	8.20	0.91									1.28	0.00						
10	7.10	0.85		6.9	3.9	38.1	2.2	21.0	4.1	40.0	1.17	0.00						
11	20.30	1.31									1.21	0.00						
12	2.00	0.30									1.17	0.00						
13	3.10	0.49									1.27	0.00						
14	9.20	0.96									1.17	0.00						
15	4.10	0.61	7.6	7.0	3.6	39.5	1.8	19.4	1.8	19.9	1.30	0.00	0.00407	4.07	0.0441	0.0461	46.10	0.4998
16	8.40	0.92									1.25	0.00						
17	5.20	0.72		7.1	6.1	62.7	1.6	16.4	4.3	44.1	1.23	0.00						
18	2.00	0.30									1.14	0.00						
19	11.00	1.04									1.19	0.00						
20	3.00	0.48									1.19	0.00						
21	12.20	1.09									1.31	0.00						
22	5.00	0.70	7.5	7.3	4.1	42.9	1.3	13.3	0.8	8.4	1.27	0.00	0.00447	4.47	0.0473	0.0462	46.20	0.4893
23	18.10	1.26									1.23	0.00						
24	3.00	0.48		7.1	2.6	27.7	1.5	16.2	2.2	22.8	1.26	0.00						
25	2.00	0.30									1.13	0.00						
26	12.10	1.08									0.99	0.00						
27	8.60	0.93									1.35	0.00						
28	1.00	0.00									1.29	0.00						
29	5.10	0.71	7.5	7.1	5.3	55.0	3.0	31.7	2.6	26.9	1.25	0.03	0.00385	3.85	0.0401	0.0465	46.50	0.4848
30	313.00	2.50									1.25	0.00						
31	14.20	1.15		7.1	5.5	62.8	3.3	37.5	1.9	22.2	1.38	3.50						
TOTAL	1.0	25.09	38.3	70.2	46.0	484.1	24.5	258.6	45.1	467.6	38.73	4.51	0.01805	18.05	0.1912	0.2129	212.90	2.2538
AVERAGE	17.4	0.80	7.7	7.0	4.5	46.8	2.4	24.6	8.8	48.5	1.25	0.03	0.00361	3.610	0.0382	0.0426	42.580	0.4568
MAXIMUM	313.0	GEOMEAN	7.9	7.3	6.1	62.7	3.6	36.7	11.8	121.0	1.65	0.98	0.00447	4.470	0.0473	0.0465	46.500	0.4998
MINIMUM	1.0	6.3	7.5	6.7	2.6	27.7	1.3	13.3	0.8	8.4	0.99	0.00	0.00260	2.60	0.0269	0.0335	33.50	0.3464

Month	Year	Avg. Mo. Flow	2 Hour Peak
Jan	2024	1.98	5000
Feb	2024	1.43	3153
Mar	2024	1.3	2236
Apr	2024	1.2	1667
May	2024	1.29	2556
June	2024	1.73	4542
July	2024	2.3	5639
Aug	2024	1.27	2361
Sept	2024	1.36	3722
Oct	2024	1.25	2153
Nov	2023	1.34	2347
Dec	2023	1.22	2153
Ann. Avg		1.4725	

% of Plant Annual
permitted Flow 73.63%

A1 A2 A3

	A	B	C	E	F	G	I	J	K	M	N	O	P	R	S	T	U
1		MGD	2HR	EFFLUENT			CONTACT			REAIR DO			RAIN	E-COCCI	COMP	OPERATOR	
2			PEAK	PH	D.O	TEMP	PH	D.O	TEMP	PH	1	2	3	.10s	AVG.	AVG.	INITIALS
3	10/1/2024	1.24	1431	7.93	6.85	29.0	7.08	.23	29.5	7.19	.52	.53	.31	0	5.2	1.64	PT
4	10/2/2024	1.23	917	—	—	—	6.91	0.43	29.5	6.73	0.60	0.32	0.28	0	17.5	—	LN
5	10/3/2024	1.23	1028	—	6.66	29.0	7.10	.42	29.1	7.07	.39	.37	.54	0	5.2	—	PT
6	10/4/2024	1.65	2153	—	—	—	6.38	.71	29.3	6.34	.80	.80	.72	.98	3.1	—	LN
7	10/5/2024	1.28	1056	—	—	—	—	—	—	—	—	—	—	0	16.9	—	PT
8	10/6/2024	1.20	972	—	—	—	—	—	—	—	—	—	—	0	3.1	—	LN
9	10/7/2024	1.24	1139	—	—	—	6.45	.87	29.5	6.45	0.45	0.20	0.18	0	4.1	—	LN/CJ
10	10/8/2024	1.22	1236	7.74	7.11	28.0	7.20	2.33	29.3	7.22	.98	1.23	2.50	0	3.1	1.33	LN/CJ
11	10/9/2024	1.23	1056	—	—	—	7.05	3.02	29.0	7.11	.84	1.17	1.22	0	3.2	—	LN/CJ
12	10/10/2024	1.17	778	—	6.87	27.4	6.68	.57	28.2	5.81	1.15	1.42	1.23	0	7.1	—	LN
13	10/11/2024	1.21	1069	—	—	—	7.12	.94	28.0	6.21	1.59	1.42	1.60	0	20.3	—	CJ/LN
14	10/12/2024	1.17	1092	—	—	—	—	—	—	—	—	—	—	0	2.0	—	LN
15	10/13/2024	1.27	1181	—	—	—	—	—	—	—	—	—	—	0	3.1	—	LN
16	10/14/2024	1.17	1833	—	—	—	7.07	1.77	28.4	7.10	1.76	1.24	1.51	0	4.2	—	CJ
17	10/15/2024	1.20	1556	7.63	6.97	28.0	6.95	.25	28.9	6.55	.52	.35	.24	0	4.1	1.66	CJ
18	10/16/2024	1.25	1000	—	—	—	7.03	.35	28.6	6.49	1.49	.21	.27	0	2.4	—	CJ
19	10/17/2024	1.23	1139	—	7.10	25.5	6.56	.10	27.1	6.38	.09	.14	.31	0	5.2	1.1	CJ
20	10/18/2024	1.14	1092	—	—	—	7.10	1.10	27.1	6.69	1.21	.21	1.37	0	2.0	—	CJ
21	10/19/2024	1.19	903	—	—	—	—	—	—	—	—	—	—	0	11.0	—	CW
22	10/20/2024	1.19	806	—	—	—	—	—	—	—	—	—	—	0	3.0	—	LN
23	10/21/2024	1.31	1219	—	—	—	6.92	.14	27.7	5.82	.39	.36	1.01	0	12.2	—	LN
24	10/22/2024	1.27	1097	7.50	7.22	27.1	7.21	1.10	28.2	6.74	1.71	1.26	1.17	0	5.0	2.01	CJ
25	10/23/2024	1.23	1167	—	—	—	7.16	.21	28.4	7.04	.52	.20	.94	0	18.1	—	CJ
26	10/24/2024	1.26	1125	—	7.09	27.1	7.27	1.12	28.6	5.93	1.11	1.11	1.22	0	3.0	—	CJ
27	10/25/2024	1.13	1389	—	—	—	6.91	.77	28.3	6.92	.23	.22	1.12	0	2.0	—	CJ
28	10/26/2024	.99	704	—	—	—	—	—	—	—	—	—	—	0	12.1	—	PT
29	10/27/2024	1.35	1107	—	—	—	—	—	—	—	—	—	—	0	8.6	—	PT
30	10/28/2024	1.29	1278	—	—	—	7.34	0.16	28.6	6.47	0.57	0.29	0.33	0	1.0	—	LN
33	10/29/2024	1.25	986	7.48	7.03	28.0	7.28	1.22	28.6	6.22	1.36	0.17	1.25	0.03	5.1	2.41	CJ
34	10/30/2024	1.25	889	—	—	—	7.07	1.12	28.6	5.94	0.43	0.16	0.30	0	13.0	—	CJ
35	10/31/2024	1.38	1111	—	7.13	28.1	6.99	0.40	28.9	6.32	0.26	0.21	0.31	3.6	14.2	—	LN



130 S. Trade Center Parkway, Conroe TX 77385
Tel: (936) 321-6060
Email: lab@nwdls.com
www.NWDLS.com

November 08, 2024

Laboratory Report

William (Wayne) Shaffer
City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Report ID: 20241108130841AEN

Enclosed are the results of analyses for samples received by our laboratory on 10/1/2024 - 10/31/2024. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Aundra Noe
Project Manager



130 S. Trade Center Parkway, Conroe TX 77385
 Tel: (936) 321-6060
 Email: lab@nwdls.com
 www.NWDLS.com
 TCEQ TX-C24-0018

City of Port Lavaca
 628 West George Street
 Port Lavaca, TX 77979

Reported:
 11/08/2024 13:08

City of Port Lavaca - Non Potable

Aeration

Residue-nonfilterable (TSS) mg/L

10/01/2024 08:30	9060 [1]	10/08/2024 08:42	9340	10/15/2024 08:30	9000
10/22/2024 09:34	8920	10/29/2024 09:34	8660		
Monthly Average	8,996				
Monthly Max	9,340				

Influent

Biochemical Oxygen Demand (BOD) mg/L

10/01/2024 08:30	78.0	10/03/2024 09:07	91.4	10/08/2024 08:31	101
10/10/2024 08:37	65.6	10/15/2024 08:34	114	10/17/2024 08:27	130
10/22/2024 09:24	95.1	10/24/2024 08:45	85.3	10/29/2024 09:36	95.0
10/31/2024 08:55	141				
Monthly Average	99.6				
Monthly Max	141				

Residue-nonfilterable (TSS) mg/L

10/01/2024 08:30	1060	10/03/2024 09:07	243	10/08/2024 08:31	154
10/10/2024 08:37	425	10/15/2024 08:34	69.1	10/17/2024 08:27	477
10/22/2024 09:24	323	10/24/2024 08:45	208	10/29/2024 09:36	140
10/31/2024 08:55	184				
Monthly Average	328				
Monthly Max	1,060				



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 TCEQ TX-C24-0018

City of Port Lavaca
 628 West George Street
 Port Lavaca, TX 77979

Reported:
 11/08/2024 13:08

City of Port Lavaca - Non Potable

Outfall 001 Sampler

Ammonia as N mg/L

10/01/2024 08:45	11.5	10/03/2024 08:55	11.8	10/08/2024 08:46	4.05
10/10/2024 08:47	4.10	10/15/2024 08:40	1.84	10/17/2024 08:57	4.30
10/22/2024 08:57	0.792	10/24/2024 08:55	2.17	10/29/2024 08:50	2.58
10/31/2024 09:02	1.93				

Monthly Average	4.51
Monthly Max	11.8

Biochemical Oxygen Demand (BOD) mg/L

10/01/2024 08:45	4.16	10/03/2024 08:55	5.16	10/08/2024 08:46	5.57
10/10/2024 08:47	3.90	10/15/2024 08:40	3.64	10/17/2024 08:57	6.11
10/22/2024 08:57	4.05	10/24/2024 08:55	2.64	10/29/2024 08:50	5.28
10/31/2024 09:02	5.46				

Monthly Average	4.60
Monthly Max	6.11

Copper ug/L

10/01/2024 08:45	2.60	10/08/2024 08:46	3.06	10/15/2024 08:40	4.07
10/22/2024 08:57	4.47	10/29/2024 08:50	3.85		

Monthly Average	3.61
Monthly Max	4.47

Residue-nonfilterable (TSS) mg/L

10/01/2024 08:45	3.37	10/03/2024 08:55	3.58	10/08/2024 08:46	2.95
10/10/2024 08:47	2.15	10/15/2024 08:40	1.79	10/17/2024 08:57	1.60
10/22/2024 08:57	1.26	10/24/2024 08:55	1.54	10/29/2024 08:50	3.04
10/31/2024 09:02	3.26				

Monthly Average	2.45
Monthly Max	3.58

Zinc ug/L

10/01/2024 08:45	33.5	10/08/2024 08:46	40.6	10/15/2024 08:40	46.1
10/22/2024 08:57	46.2	10/29/2024 08:50	46.5		

Monthly Average	42.6
Monthly Max	46.5



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TCEQ TX-C24-0018

City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Reported:
11/08/2024 13:08

Special Notes

- 1 - B1 = Associated method blank is lower than the established quality control criteria.
- 2 - J1 = Estimated value - The reported value is outside the established quality control criteria for accuracy and/or precision.
- 3 - J4 = Estimated value and sample is less than value - No dilution produced a depletion of 2 mg/L of DO or greater, oxygen demand of sample was less than anticipated.
- 4 - U = Non-detected compound.

DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2025

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.205(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [EPA Reporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with the permit and EPA NPDES regulations 40 CFR 122.41(d)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outlet. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2221T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit:	TX0047862	Permittee:	PORT LAVACA, CITY OF	Facility:	LYNN BAYOU WWTF
Major:	Yes	Permittee Address:	202 NORTH VIRGINIA ST PORT LAVACA, TX 77979	Facility Location:	300 NORTH COMMERCE STREET PORT LAVACA, TX 77979
Permitted Features:	001 External Outfall	Discharge:	001-A DOMESTIC FACILITY - 001		
Report Date & Status:		DMR Due Date:	11/28/24	Status:	NotDMR Validated
Monitoring Period:	From 10/01/24 to 10/31/24				
Considerations for Form Completion					
Principal Executive Officer		Title:	Mayor	Telephone:	361-652-9793
First Name:	Jack				
Last Name:	Whitlow				
No Data Indicator (NOD):					
Permit NOD:					

Code	Parameter Name	Monitoring Location	Section & Permit NOD	Quantity or Loading					Quality or Concentration				# of Bt.	Frequency of Analysis	Outfall Type	
				Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Qualifier 4	Value 4				Units
00300	Oxygen, dissolved (DO)	1 - Effluent Gross	0	Sample		Permit Req.		6.7		2.0 MO MIN			19	mg/L	02/97 - Twice Every Week OR	GRAB
				Permit Req.				**					19	mg/L	03/97 - Twice Every Week OR	GRAB
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	Sample	46.8	Permit Req.	25	BM		4.5	0.1	19	mg/L	02/97 - Twice Every Week CP	COMPOS	
				Permit Req.	234.0 DAILY AV	25	BM	**	20.0 DAILY AV	**	46.0 DAILY MX	19	mg/L	03/97 - Twice Every Week CP	COMPOS	
				Value NOD												
00400	pH	1 - Effluent Gross	0	Sample		Permit Req.		7.5		7.0	12	SI	0	01/97 - Weekly	OR GRAB	
				Permit Req.				**	6.0 MINIMUM	**	9.0 MAXIMUM	12	SI	0	01/97 - Weekly	OR GRAB
				Value NOD												
00530	Solids, total suspended	1 - Effluent Gross	0	Sample	24.8	Permit Req.	25	BM		2.4	2.0	19	mg/L	02/97 - Twice Every Week CP	COMPOS	
				Permit Req.	334.0 DAILY AV	25	BM	**	20.0 DAILY AV	**	46.0 DAILY MX	19	mg/L	03/97 - Twice Every Week CP	COMPOS	
				Value NOD												
00510	Nitrogen, ammonia total (as N)	1 - Effluent Gross	0	Sample	48.5	Permit Req.	25	BM		4.8	11.8	19	mg/L	02/97 - Twice Every Week CP	COMPOS	
				Permit Req.	Req Mon DAILY AV	25	BM				Req Mon DAILY AV	19	mg/L	03/97 - Twice Every Week CP	COMPOS	
				Value NOD												
01042	Copper, total (as Cu)	1 - Effluent Gross	0	Sample	8.032	Permit Req.	25	BM		3.61	4.47	29	ug/L	01/97 - Weekly	CP COMPOS	
				Permit Req.	0.185 DAILY AV	25	BM	**	11.1 DAILY AV	**	23.8 DAILY MX	29	ug/L	01/97 - Weekly	CP COMPOS	
				Value NOD												
01092	Zinc, total (as Zn)	1 - Effluent Gross	0	Sample	0.4508	Permit Req.	25	BM		42.58	48.5	29	ug/L	01/97 - Weekly	CP COMPOS	
				Permit Req.	1.29 DAILY AV	25	BM	**	75.19 DAILY AV	**	158.07 DAILY MX	29	ug/L	01/97 - Weekly	CP COMPOS	
				Value NOD												
50060	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	Sample	1.35	Permit Req.		1.85	60	MGD				00/98 - Continuous	TM TOTALZ	
				Permit Req.	Req Mon DAILY AV				Req Mon DAILY MX 65	MGD				00/98 - Continuous	TM TOTALZ	
				Value NOD												
50050	Flow, in conduit or thru treatment plant	P - See Comments	0	Sample		Permit Req.		2143.0	70	gallon				00/98 - Continuous	TM TOTALZ	
				Permit Req.	**			5218.0 2HR PEAK	70	gallon				00/98 - Continuous	TM TOTALZ	
				Value NOD												
60050	Flow, in conduit or thru treatment plant	Y - Effluent Gross (Supplementary)	0	Sample	1.35	Permit Req.		1.85	60	MGD				00/98 - Continuous	TM TOTALZ	
				Permit Req.	2.0 AMPL AVO				60	MGD				00/98 - Continuous	TM TOTALZ	

Code	Name	Monitoring Location	Field	Type	Description	Submittal	Frequency	Units	Sample	Permit No.	Value	MOI
61211	Enterococci	1 - Elkhart Creek	0	-			6.3	313.9	32 - CFU/100ml	0101 - Daily	GR - GRAB	
							36.9 DAILY AV	104.9 DAILY MX	32 - CFU/100ml	0101 - Daily	GR - GRAB	

Submittal Note
 If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Exit Check Errors

Code	Name	Monitoring Location	Field	Type	Description	Submittal
61211	Enterococci	1 - Elkhart Creek	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. <i>Please verify that the value you have provided is correct.</i>	Yes

Comments
 Enterococci exceedance created by combination of equipment malfunction and operator error. UV system had tripped a breaker and operator did not notice it 8 1/2 later in the day.

Attachments
 No attachments.

Report Last Saved By
 PORT LAVACA, CITY OF

User: W.SHAFFER
Name: William Shaffer
E-Mail: wshaffer@portlavaca.org
Date/Time: 2024-11-19 06:13 (Time Zone: -06:00)

Report Last Signed By
User: W.SHAFFER
Name: William Shaffer
E-Mail: wshaffer@portlavaca.org
Date/Time: 2024-11-19 06:13 (Time Zone: -06:00)

Transmission Report

Date/Time: 11-01-2024 10:35:20 a.m. Transmit Header Text: Local Name 1 Port Lavaca Public Works
 Local ID 1: 13615521481

This document : Confirmed
 (reduced sample and details below)
 Document size : 8.5"x11"

Water Quality Noncompliance Notification
 See back of Form for Guidance for Completion

Unauthorized Discharge
 Reportable Effluent Violation
 Other

General Information

Entity Name: City of Port Lavaca Lynn's Bayou WWTP Telephone No (#####): 361-552-3347
 Permittee TCEQ Region: 14 County: Calhoun *Permit Number: WQ0010251001
 Subscriber

Noncompliance Summary

Description and Cause of Noncompliance (include location, discharge route, and estimated volume of unauthorized discharge):

Light exertion the time of sample.

 6.1 mg/L 313.0

Duration:
 Start Date: 10/30/24 End Date: 10/30/24 Or Date Expected to be Corrected: 10/31/24
 Time: 7:23 AM Time: 8:20 AM

Potential Danger to Human Health and Safety or the Environment:

No

Actions Taken

Monitoring Data: Data should be attached or submitted to TCEQ when available.
 Field Measurements Laboratory Samples Fish Kill (if yes, estimated number killed):
 Yes No Yes No Yes No

Actions Taken to Mitigate Adverse Effects:

Look and measure water level at time of sample.

Actions Taken to Correct the Problem and Prevent Recurrence:

Check the lights so that it is clear that the sample was taken from

Verification Information

Information Reported By (Name/Title): Karen Jackson DT Date Reported: 10-31-24
 Signature:

Note: If this form is being used for a 5-day written report, a copy of the form should be sent to the TCEQ Region Office, and the original to TCEQ, Compliance Monitoring Team (MC224), Enforcement Division, P.O. Box 13087, Austin, TX 78711-3087.
 * If the noncompliance is an unauthorized discharge from a wastewater collection system, use the permit number of the treatment plant to which the collection system is tied. If you are uncertain of this permit number, you may call the TCEQ Regional Office for assistance.
 TCEQ - 00501 (Rev 04-27-12) Page 1 of 2

Total Pages Scanned : 1 Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	205	913618816901	10:34:26 a.m. 11-01-2024	00:00:32	1/1	1	EC	HS	CP14400

- Abbreviations:
- | | | | | |
|------------------|-------------------|-------------------|------------------------|--------------------------|
| HS: Host send | PL: Polled local | MP: Mailbox print | CP: Completed | TS: Terminated by system |
| HR: Host receive | PR: Polled remote | RP: Report | FA: Fail | G3: Group 3 |
| WS: Waiting send | MS: Mailbox save | FF: Fax Forward | TU: Terminated by user | EC: Error Correct |

Water Quality Noncompliance Notification

See back of Form for Guidance for Completion

Unauthorized Discharge

Reportable Effluent Violation

Other

General Information

Entity Name: Telephone No (#####):

Permittee TCEQ Region: County: *Permit Number:
 Subscriber

Noncompliance Summary

Description and Cause of Noncompliance (include location, discharge route, and estimated volume of unauthorized discharge):

light weren't on the time of sample
Antens 313.0

Duration:

Start Date: End Date: Or Date Expected to be Corrected:
Time: Time:

Potential Danger to Human Health and Safety or the Environment:

NO

Actions Taken

Monitoring Data: Data should be attached or submitted to TCEQ when available.

Field Measurements Yes No Laboratory Samples Yes No Fish Kill (If yes, estimated number killed):

Actions Taken to Mitigate Adverse Effects:

look and make sure lights are on before taking the sample.

Actions Taken to Correct the Problem and Prevent Recurrence:

check the lights on that channel that the sample was taken from

Verification Information

Information Reported By (Name/Title):

Date Reported:

Signature:

Note: If this form is being used for a 5-day written report, a copy of the form should be sent to the TCEQ Region Office, and the original to: TCEQ, Compliance Monitoring Team (MC224), Enforcement Division, P.O. Box 13087, Austin, TX 78711-3087.

* If the noncompliance is an unauthorized discharge from a wastewater collection system, use the permit number of the treatment plant to which the collection system is tied. If you are uncertain of this permit number, you may call the TCEQ Regional Office for assistance.

DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2026

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NPDES eReporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.410(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit		Permittee: PORT LAVACA, CITY OF		Facility: LYNN BAYOU WWTF	
Permit #: TX0047962	Major: Yes	Permittee Address: 202 NORTH VIRGINIA ST PORT LAVACA, TX 77979	Facility Location: 800 NORTH COMMERCE STREET PORT LAVACA, TX 77979		
Permitted Feature: 001 External Outfall		Discharge: 001-A DOMESTIC FACILITY - 001			
Report Dates & Status		DMR Due Date: 12/29/24	Status: NotDMR Validated		
Monitoring Period: From 11/01/24 to 11/30/24					
Considerations for Form Completion					
Principal Executive Officer					
First Name: Jack	Title: Mayor	Telephone: 361-652-0793			
Last Name: Whitlow					

No Data Indicator (NODI) -

Code	Parameter Name	Monitoring Location	Season #	Permit NODI	Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Qualifier 4	Value 4	Units	# of Ex.	Frequency of Analysis	Sample Type
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	5.9	>=	2.0 MO MIN	=	19 - mg/L	=	19 - mg/L		0	02/07 - Twice Every Week GR - GRAB 02/07 - Twice Every Week GR - GRAB	
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	46.3	<=	334.0 DAILY AV	=	26 - lb/d	=	26 - lb/d		0	02/07 - Twice Every Week CP - COMPOS 02/07 - Twice Every Week CP - COMPOS	
00400	pH	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	7.1	>=	6.0 MINIMUM	=	7.5	<=	8.0 MAXIMUM		0	01/07 - Weekly GR - GRAB 01/07 - Weekly GR - GRAB	
00630	Solids, total suspended	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	42.7	<=	334.0 DAILY AV	=	26 - lb/d	=	26 - lb/d		0	02/07 - Twice Every Week CP - COMPOS 02/07 - Twice Every Week CP - COMPOS	
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	7.62	<=	Req Mon DAILY AV	=	0.49	<=	2.23		0	02/07 - Twice Every Week CP - COMPOS 02/07 - Twice Every Week CP - COMPOS	
01042	Copper, total [as Cu]	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	0.07	<=	0.185 DAILY AV	=	6.0925	<=	9.74		0	01/07 - Weekly CP - COMPOS 01/07 - Weekly CP - COMPOS	
01092	Zinc, total [as Zn]	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	0.5989	<=	1.25 DAILY AV	=	48.75	<=	55.0		0	01/07 - Weekly CP - COMPOS 01/07 - Weekly CP - COMPOS	
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample Permit Req. Value NODI	=	1.267	=	2.36	03 - MGD					0	99/99 - Continuous TM - TOTALZ 99/99 - Continuous TM - TOTALZ	
50050	Flow, in conduit or thru treatment plant	P - See Comments	0	-	Sample Permit Req. Value NODI	=	3250.0	<=	5319.0 2HR PEAK	78 - gal/min					0	99/99 - Continuous TM - TOTALZ 99/99 - Continuous TM - TOTALZ	
50050	Flow, in conduit or thru treatment plant	Y - Effluent Gross (Supplementary)	0	-	Sample Permit Req. Value NODI	=	1.4064	=	2.0 ANNL AVG	03 - MGD					0	99/99 - Continuous TM - TOTALZ 99/99 - Continuous TM - TOTALZ	

Sample	Value NODI	Sample	Value NODI	Sample	Value NODI	Sample	Value NODI	Sample	Value NODI	
X 61211	Enterococci	1 - Effluent Gross	0	-		4.0	21.8	30 - MPN/100mL	01/01 - Daily	GR - GRAB
						35.0 DAILY AV	104.0 DAILY MD	32 - CFU/100mL	01/01 - Daily	GR - GRAB

Submission Note
 If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row; Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

Parameter Code	Name	Monitoring Location	Field	Type	Description	Acknowledge
61211	Enterococci	1 - Effluent Gross	Units	Soft	You have selected units that are different from the units established by your Regulatory Authority. Please contact your Regulatory Authority to discuss the selection of any alternative units.	Yes

Comments

Attachments
 No attachments.

Report Last Saved By
PORT LAVACA, CITY OF
 User: W.SHAFER
 Name: William Shaffer
 E-Mail: wshaffer@portlavaca.org
 Date/Time: 2024-12-18 09:12 (Time Zone: -08:00)

Report Last Signed By
 User: W.SHAFER
 Name: William Shaffer
 E-Mail: wshaffer@portlavaca.org
 Date/Time: 2024-12-18 09:12 (Time Zone: -08:00)

November

	Daily		Daily	Daily	BOD	LOAD	TSS	LOAD	NH3	LOAD	FLOW	Daily	COPPER	COPPER	LOAD	ZINC	ZINC	LOAD
DATE	E-COCCI	LOG	pH	D.O.	MG/L	LBS.	MG/L	LBS.	mg/l	LBS.	MGD	RAIN	mg/L	ug/L	LB/DAY	mg/L	ug/L	LB/DAY
1	0.60	-0.22									1.23	0.05						
2	6.10	0.79									1.10	0.00						
3	1.00	0.00									1.28	0.00						
4	2.00	0.30									1.97	1.87						
5	21.80	1.34	7.1	5.9	7.3	142.9	5.3	103.5	2.2	43.9	2.36	0.00	0.00382	3.82	0.0752	0.0448	44.80	0.8818
6	4.10	0.61									1.35	0.02						
7	4.10	0.61		7.4	2.9	31.4	2.3	24.7	0.6	6.2	1.30	0.00						
8	9.70	0.99									1.23	0.00						
9	3.10	0.49									1.21	1.52						
10	12.20	1.09									1.25	0.00						
11	1.00	0.00									1.25	0.00						
12	2.00	0.30	7.5	7.5	3.8	36.2	1.8	17.0	0.9	8.7	1.14	0.00	0.00327	3.27	0.0311	0.0430	43.00	0.4088
13	9.40	0.97									1.29	0.00						
14	9.80	0.99		7.9	3.4	34.1	3.0	29.8	0.0	0.4	1.21	0.06						
15	1.00	0.00									1.11	0.02						
16	9.60	0.98									1.21	0.10						
17	4.10	0.61									1.37	0.00						
18	2.00	0.30									1.31	0.00						
19	1.00	0.00	7.5	7.6	3.8	39.3	3.0	30.5	0.0	0.4	1.24	0.00	0.00754	7.54	0.0780	0.0511	51.10	0.5285
20	3.10	0.49									1.22	0.00						
21	3.00	0.48		8.1	2.9	29.4	2.8	28.4	0.0	0.4	1.20	0.00						
22	17.10	1.23									1.13	0.00						
23	3.10	0.49									1.13	0.00						
24	8.50	0.93									1.22	0.00						
25	9.40	0.97	7.2	7.5	2.9	28.0	4.8	47.2	0.0	0.4	1.17	0.00	0.00974	9.74	0.0950	0.0550	55.00	0.5367
26	2.00	0.30		8.0	3.0	29.3	6.1	60.1	0.0	0.5	1.18	0.00						
27	14.60	1.16									1.16	0.00						
28	8.40	0.92									1.08	0.00						
29	8.60	0.93									1.02	0.00						
30	1.00	0.00									1.09	0.00						
TOTAL	1.0	18.07	29.4	59.8	29.9	370.7	29.0	341.3	3.93	60.95	38.01000	3.64	0.0244	24.3700	0.28	0.1939	193.9	2.355733
AVERAGE	6.1	0.60	7.3	7.5	3.7	46.3	3.6	42.7	0.49	7.62	1.26700	0.111	0.0961	6.0925	0.070	0.0485	48.475	0.588933
MAXIMUM	21.8	GEOMEAN	7.5	8.1	7.3	142.9	6.1	103.5	2.23	43.89	2.36000	1.870	0.0097	9.7400	0.095	0.0550	55	0.881772
		4.0																
MINIMUM	0.6		7.1	5.9	2.9	28.0	1.8	17.0	1.02	0.00	0.00327	3.27	0.0033	3.2700	0.03	0.0430	43	0.408827

Month	Year	Avg. Mo. Flow	2 Hour Peak
Jan	2024	1.98	5000
Feb	2024	1.43	3153
Mar	2024	1.3	2236
Apr	2024	1.2	1667
May	2024	1.29	2556
June	2024	1.73	4542
July	2024	2.3	5639
Aug	2024	1.27	2361
Sept	2024	1.36	3722
Oct	2024	1.25	2153
Nov	2024	1.267	3250
Dec	2023	1.22	2153
Ann. Avg		1.466416667	

% of Plant Annual
permitted Flow 73.32%

A1 A2 A3

1	A	B	C	E			F			G			I			J			K			M			N			O	P	R	S	T	U
		MGD	2HR	EFFLUENT			CONTACT			REAIR DO			RAIN	E-COCCI	COMP	OPERATOR																	
2			PEAK	PH	D.O	TEMP	PH	D.O	TEMP	PH	1	2	3	.10s	AVG.	AVG.	INITIALS																
3	11/1/2024	1.23	1194	-	-	-	7.03	0.79	28.8	5.96	1.25	0.88	0.88	0.05	0.6	-	CW																
4	11/2/2024	1.21	1028	-	-	-	-	-	-	-	-	-	-	0	6.1	-	CW																
5	11/3/2024	1.28	1111	-	-	-	-	-	-	-	-	-	-	0	1.0	-	CW																
6	11/4/2024	1.97	3250	-	-	-	7.82	0.84	28.6	6.92	0.51	0.81	0.74	1.87	2.0	-	CW																
7	11/5/2024	2.26	2903	7.13	5.89	28.3	6.83	0.20	27.1	6.88	0.71	1.31	0.81	0	21.9	2.53	CW																
8	11/6/2024	1.35	1417	-	-	-	6.72	0.22	26.9	6.65	0.59	2.15	2.61	0.02	4.1	-	CW																
9	11/7/2024	1.30	1028	-	7.39	27.6	6.80	0.35	27.8	5.95	1.58	1.02	1.42	0	4.1	-	CW																
10	11/8/2024	1.23	583	-	-	-	7.23	0.22	28.3	7.13	0.91	0.83	1.31	0	9.7	-	CW																
11	11/9/2024	1.21	906	-	-	-	-	-	-	-	-	-	-	1.52	3.1	-	CJ																
12	11/10/2024	1.25	1236	-	-	-	-	-	-	-	-	-	-	0	12.2	-	CJ																
13	11/11/2024	1.25	1375	-	-	-	-	-	-	-	-	-	-	0	1.0	-	CJ																
14	11/12/2024	1.14	1278	7.48	7.48	27.0	6.71	0.21	27.9	6.55	0.51	0.72	2.31	0	2.0	2.49	CJ																
15	11/13/2024	1.29	1139	-	-	-	6.91	1.33	27.8	6.02	1.68	2.15	5.23	0	9.4	-	CJ																
16	11/14/2024	1.21	764	-	7.89	25.2	7.09	0.83	27.2	7.24	6.02	6.40	5.81	0	9.8	-	CW																
17	11/15/2024	1.11	944	-	-	-	6.85	1.95	26.4	5.90	6.17	6.61	6.11	0	1.0	-	CJ																
18	11/16/2024	1.21	1236	-	-	-	-	-	-	-	-	-	-	0.06	9.6	-	CW																
19	11/17/2024	1.37	1264	-	-	-	-	-	-	-	-	-	-	0.02	4.1	-	CW																
20	11/18/2024	1.31	1069	-	-	-	6.79	1.11	27.7	6.20	6.17	5.65	5.05	0.10	2.0	-	CW																
21	11/19/2024	1.24	1278	7.51	7.58	26.3	6.98	1.00	27.4	6.98	5.76	6.49	5.21	0	1.0	1.60	CW																
22	11/20/2024	1.22	1083	-	-	-	6.85	1.15	26.8	6.03	2.88	5.79	5.99	0	3.1	-	CW																
23	11/21/2024	1.20	1194	-	8.07	29.1	7.21	1.60	26.0	6.32	3.60	6.06	6.69	0	3.0	-	CW																
24	11/22/2024	1.15	1014	-	-	-	6.84	1.10	25.7	6.59	5.61	6.24	5.97	0	17.1	-	CW																
25	11/23/2024	1.13	1194	-	-	-	-	-	-	-	-	-	-	0	3.1	-	CW																
26	11/24/2024	1.22	1121	-	-	-	-	-	-	-	-	-	-	0	8.5	-	CW																
27	11/25/2024	1.17	1056	7.23	7.50	25.9	6.69	1.14	26.6	6.65	4.73	6.25	5.78	0	9.4	1.62	CW/EP																
28	11/26/2024	1.18	1104	-	7.96	23.7	6.56	2.35	25.5	6.52	4.80	6.04	6.11	0	2.0	-	CW/EP																
29	11/27/2024	1.16	1222	-	-	-	6.64	1.85	25.9	5.93	6.08	5.99	6.10	0	14.6	-	EP/CW																
30	11/28/2024	1.08	1292	-	-	-	-	-	-	-	-	-	-	0	8.4	-	CW																
33	11/29/2024	1.82	1153	-	-	-	-	-	-	-	-	-	-	0	8.6	-	CW																
34	11/30/2024	1.09	792	-	-	-	-	-	-	-	-	-	-	0	1.0	-	CW																
35																																	



December 05, 2024

Laboratory Report

William (Wayne) Shaffer
City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Report ID: 20241205092153AEN

Enclosed are the results of analyses for samples received by our laboratory on 11/5/2024 - 11/26/2024. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Aundra Noe", written in a cursive style.

Aundra Noe
Project Manager



City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Reported:
12/05/2024 09:21

City of Port Lavaca - Non Potable

Aeration

Residue-nonfilterable (TSS) mg/L

11/05/2024 08:48	4520	11/12/2024 08:45	8620	11/19/2024 08:35	7860
11/25/2024 09:08	7460				
Monthly Average	7,115				
Monthly Max	8,620				

Influent

Biochemical Oxygen Demand (BOD) mg/L

11/05/2024 08:39	150	11/07/2024 08:56	88.2	11/12/2024 08:40	95.4
11/14/2024 08:46	137	11/19/2024 08:28	80.5	11/21/2024 08:46	99.1
11/25/2024 08:56	89.5	11/26/2024 08:50	89.6		
Monthly Average	104				
Monthly Max	150				

Residue-nonfilterable (TSS) mg/L

11/05/2024 08:39	450	11/07/2024 08:56	216	11/12/2024 08:40	352
11/14/2024 08:46	144	11/19/2024 08:28	151	11/21/2024 08:46	248
11/25/2024 08:56	254	11/26/2024 08:50	505		
Monthly Average	290				
Monthly Max	505				



City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Reported:
12/05/2024 09:21

City of Port Lavaca - Non Potable

Outfall 001 Sampler

Ammonia as N mg/L

11/05/2024 08:49	2.23	11/07/2024 09:09	0.572	11/12/2024 08:53	0.920
11/14/2024 08:56	<0.0400 [2]	11/19/2024 08:37	0.0400	11/21/2024 08:53	<0.0400 [2]
11/25/2024 09:10	0.0420	11/26/2024 09:00	0.0490		
Monthly Average	0.492				
Monthly Max	2.23				

Biochemical Oxygen Demand (BOD) mg/L

11/05/2024 08:49	7.26	11/07/2024 09:09	2.90	11/12/2024 08:53	3.81
11/14/2024 08:56	3.38	11/19/2024 08:37	3.80	11/21/2024 08:53	2.94
11/25/2024 09:10	2.87	11/26/2024 09:00	2.98		
Monthly Average	3.74				
Monthly Max	7.26				

Copper ug/L

11/05/2024 08:49	3.82	11/12/2024 08:53	3.27	11/19/2024 08:37	7.54
11/25/2024 09:10	9.74				
Monthly Average	6.09				
Monthly Max	9.74				

Residue-nonfilterable (TSS) mg/L

11/05/2024 08:49	5.26	11/07/2024 09:09	2.28	11/12/2024 08:53	1.79
11/14/2024 08:56	2.95	11/19/2024 08:37	2.95	11/21/2024 08:53	2.84
11/25/2024 09:10	4.84	11/26/2024 09:00	6.11		
Monthly Average	3.63				
Monthly Max	6.11				

Zinc ug/L

11/05/2024 08:49	44.8	11/12/2024 08:53	43.0	11/19/2024 08:37	51.1
11/25/2024 09:10	55.0				
Monthly Average	48.5				
Monthly Max	55.0				



City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Reported:
12/05/2024 09:21

Special Notes

- 1 - J1 = Estimated value - The reported value is outside the established quality control criteria for accuracy and/or precision.
- 2 - U = Non-detected compound.

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NPDES eReporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit #:	TX0847582	Permittee:	PORT LAVACA, CITY OF	Facility:	LYNN BAYOU WWTF
Major:	Yes	Permittee Address:	202 NORTH VIRGINIA ST PORT LAVACA, TX 77979	Facility Location:	800 NORTH COMMERCE STREET PORT LAVACA, TX 77979
Permitted Feature:	001 External Outfall	Discharge:	001-A DOMESTIC FACILITY - 001		
Report Dates & Status		DMR Due Date:	01/29/25	Status:	NotDMR Validated
Monitoring Period:	From 12/01/24 to 12/31/24				
Considerations for Form Completion					
Principal Executive Officer					
First Name:	Jack	Title:	Mayor	Telephone:	361-552-0793
Last Name:	Whitlow				
No Data Indicator (NOD)	-				

Code	Parameter Name	Monitoring Location	Section & Param. NOD		Quantity or Loading					Quality or Concentration			# of Ex.	Frequency of Analysis	Sample Type	
					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2				Value 2
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	7.3	=	2.0 MO MIN	=	19 - mg/L	=	19 - mg/L	0	02/07 - Twice Every Week GR - Grab	GR - Grab
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	35.4	=	26 - l/d	=	3.6	=	6.0	0	02/07 - Twice Every Week CP - Composite	CP - Composite
					Sample Permit Req. Value NOD	<=	334.0 DAILY AV	<=	26 - l/d	<=	20.0 DAILY AV	<=	45.0 DAILY MX	0	02/07 - Twice Every Week CP - Composite	CP - Composite
00400	pH	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	6.8	=	6.0 MINIMUM	=	7.4	=	9.0 MAXIMUM	0	01/07 - Weekly GR - Grab	GR - Grab
00530	Solids, total suspended	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	62.7	=	26 - l/d	=	6.3	=	11.3	0	02/07 - Twice Every Week CP - Composite	CP - Composite
					Sample Permit Req. Value NOD	<=	334.0 DAILY AV	<=	26 - l/d	<=	20.0 DAILY AV	<=	45.0 DAILY MX	0	02/07 - Twice Every Week CP - Composite	CP - Composite
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	2.22	=	26 - l/d	=	0.21	=	1.33	0	02/07 - Twice Every Week CP - Composite	CP - Composite
					Sample Permit Req. Value NOD	=	Req Mon DAILY AV	=	26 - l/d	=	Req Mon DAILY AV	=	Req Mon DAILY MX	0	02/07 - Twice Every Week CP - Composite	CP - Composite
01042	Copper, total [as Cu]	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	0.0661	=	26 - l/d	=	10.008	=	11.5	0	01/07 - Weekly CP - Composite	CP - Composite
					Sample Permit Req. Value NOD	<=	0.185 DAILY AV	<=	26 - l/d	<=	11.1 DAILY AV	<=	23.5 DAILY MX	0	01/07 - Weekly CP - Composite	CP - Composite
01092	Zinc, total [as Zn]	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	0.3836	=	26 - l/d	=	38.85	=	41.8	0	01/07 - Weekly CP - Composite	CP - Composite
					Sample Permit Req. Value NOD	<=	1.25 DAILY AV	<=	26 - l/d	<=	75.18 DAILY AV	<=	158.07 DAILY MX	0	01/07 - Weekly CP - Composite	CP - Composite
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample Permit Req. Value NOD	=	1.24	=	2.37	=	03 - MGD	=	03 - MGD	0	99/99 - Continuous TM - Totalizer	TM - Totalizer
					Sample Permit Req. Value NOD	=	Req Mon DAILY AV	=	Req Mon DAILY MX	=	03 - MGD	=	03 - MGD	0	99/99 - Continuous TM - Totalizer	TM - Totalizer
50050	Flow, in conduit or thru treatment plant	P - See Comments	0	-	Sample Permit Req. Value NOD	=	0	=	4222.0	=	78 - gal/min	=	78 - gal/min	0	99/99 - Continuous TM - Totalizer	TM - Totalizer
					Sample Permit Req. Value NOD	<=	5318.0 2HR PEAK	<=	78 - gal/min	<=	78 - gal/min	<=	78 - gal/min	0	99/99 - Continuous TM - Totalizer	TM - Totalizer
50050	Flow, in conduit or thru treatment plant	Y - Effluent Gross (Supplementary)	0	-	Sample Permit Req. Value NOD	=	1.468	=	03 - MGD	=	03 - MGD	=	03 - MGD	0	99/99 - Continuous TM - Totalizer	TM - Totalizer
					Sample Permit Req. Value NOD	<=	2.0 ANNL AVG	<=	03 - MGD	<=	03 - MGD	<=	03 - MGD	0	99/99 - Continuous TM - Totalizer	TM - Totalizer

				Value MOD									
X	Enterococci	1 - Effluent Gross	0	-	Sample	=	13.5	=	103.9	30 - MPN/100mL	01/01 - Daily	GR - Grab	
61211					Permit Req.	<=	35.0 DAILY AV	<=	104.0 DAILY MX	3Z - CFU/100mL	0	01/01 - Daily	GR - Grab
				Value MOD									

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

Parameter		Monitoring Location	Field	Type	Description	Acknowledge
Code	Name					
61211	Enterococci	1 - Effluent Gross	Units	Soft	You have selected units that are different from the units established by your Regulatory Authority. <i>Please contact your Regulatory Authority to discuss the selection of any alternative units.</i>	Yes

Comments

Attachments

No attachments.

Report Last Saved By

PORT LAVACA, CITY OF

User: W.SHAFFER
 Name: William Shaffer
 E-Mail: wshaffer@portlavaca.org
 Date/Time: 2025-01-20 08:23 (Time Zone: -06:00)

Report Last Signed By

User: W.SHAFFER
 Name: William Shaffer
 E-Mail: wshaffer@portlavaca.org
 Date/Time: 2025-01-20 08:23 (Time Zone: -06:00)

December

	Daily		Daily	Daily	BOD	LOAD	TSS	LOAD	NH3	LOAD	FLOW	Daily	COPPER	COPPER	LOAD	ZINC	ZINC	LOAD	
DATE	F-COCCI	LOG	pH	D.O.	MG/L	LBS.	MG/L	LBS.	mg/l	LBS.	MGD	RAIN	mg/L	ug/L	LB/DAY	mg/L	ug/L	LB/DAY	
1	3.10	0.49									1.29	0.00							
2	5.20	0.72									1.16	0.00							
3	2.00	0.30		7.3	3.5	30.2	4.6	39.8	0.1	0.7	1.03	0.08	0.01040	10.40	0.0893	0.0418	41.80	0.3591	
4	9.00	0.95									1.28	0.05							
5	29.20	1.47	6.8	7.4	2.9	28.1	4.2	40.7	0.1	0.7	1.16	0.08							
6	9.80	0.99									1.09	0.02							
7	15.80	1.20									1.20	0.07							
8	103.90	2.02									1.32	0.10							
9	9.70	0.99									1.19	0.02							
10	30.50	1.48	7.4	7.5	4.3	46.4	6.3	69.2	0.1	0.8	1.31	0.00	0.01150	11.50	0.1256	0.0418	41.80	0.4567	
11	24.00	1.38									1.12	0.00							
12	47.80	1.68									1.14	0.03							
13	16.90	1.23			3.8	35.7	9.2	87.2	0.0	0.4	1.14	0.00							
14	50.40	1.70									1.11	0.00							
15	18.30	1.26									1.22	0.00							
16	54.40	1.74									1.19	0.02							
17	13.20	1.12	7.4	7.8	2.8	28.1	6.0	60.0	0.1	0.9	1.20	0.06	0.01090	10.90	0.1091	0.0379	37.90	0.3793	
18	5.10	0.71									1.23	0.17							
19	15.80	1.20		7.9	3.0	28.1	6.2	58.5	0.1	0.6	1.13	0.02							
20	54.50	1.74									1.10	0.00							
21	13.20	1.12									1.07	0.00							
22	38.40	1.58									1.38	0.00							
23	1.00	0.00									1.09	0.30							
24	8.40	0.92									2.37	1.10							
25	7.50	0.88									1.82	0.80							
26	4.10	0.61		7.5	6.0	63.1	11.3	119.7	1.2	13.0	1.27	0.00							
27	17.30	1.24	7.4	7.8	2.4	23.6	2.7	26.6	0.1	0.6	1.20	0.00	0.00723	7.23	0.0724	0.0339	33.90	0.3393	
28	26.60	1.42									1.11	0.00							
29	6.20	0.79									1.13	0.02							
30	9.70	0.99									1.19	0.02							
31	8.50	0.93	7.0	7.3	2.6	23.5	2.1	19.2	0.1	0.7	1.09	0.00	0.00803	8.03	0.0730	0.0356	35.60	0.3236	
TOTAL	1.0	34.85	36.0	60.4	31.1	306.9	52.6	520.9	1.72	18.45	38.33	2.96	0.04806	40.03	0.4694	0.1910	155.40	1.8580	
AVERAGE	21.7	1.13	7.2	7.6	3.6	35.4	6.3	62.7	0.21	2.22	1.24	0.10	0.0100	10.006	0.0991	0.0389	38.850	0.3836	
MAXIMUM	103.9	GEOMEAN	7.4	7.9	6.0	63.1	11.3	119.7	1.23	13.03	2.37	1.10	0.0115	11.500	0.1256	0.0418	41.800	0.4567	
		13.5																	
MINIMUM	1.0		6.8	7.3	2.4	23.6	2.7	26.6	1.03	0.00	1.03	0.00	0.0072	7.23	0.0724	0.0339	33.90	0.3393	

Month	Year	Avg. Mo. Flow	2 Hour Peak
Jan	2024	1.98	5000
Feb	2024	1.43	3153
Mar	2024	1.3	2236
Apr	2024	1.2	1667
May	2024	1.29	2556
June	2024	1.73	4542
July	2024	2.3	5639
Aug	2024	1.27	2361
Sept	2024	1.36	3722
Oct	2024	1.25	2153
Nov	2024	1.267	3250
Dec	2024	1.24	4222
Ann. Avg		1.468083333	

% of Plant Annual permitted Flow 73.40%

130 S. Trade Center Parkway, Conroe TX 77385
Tel: (936) 321-6060
Email: lab@nwdls.com
www. NWDLS.com



January 16, 2025

Laboratory Report

William (Wayne) Shaffer
City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Report ID: 20250116074103RLR

Enclosed are the results of analyses for samples received by our laboratory on 12/03/2024 - 12/31/2024. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "RR", is written over a light blue horizontal line.

Rebecca Rabon For Aundra Noe
Project Manager



130 S. Trade Center Parkway, Conroe TX 77385
 Tel: (936) 321-6060
 Email: lab@nwdl.com
 www. NWDLs.com
 TCEQ TX-C24-00185

City of Port Lavaca
 628 West George Street
 Port Lavaca, TX 77979

Reported:
 01/16/2025 07:41

City of Port Lavaca - Non Potable

Aeration

Residue-nonfilterable (TSS) mg/L

12/03/2024 09:09	9140	12/10/2024 08:46	8980	12/17/2024 08:39	7880
12/27/2024 08:35	5560	12/31/2024 08:33	6720		
Monthly Average	7,656				
Monthly Max	9,140				

Influent

Biochemical Oxygen Demand (BOD) mg/L

12/03/2024 09:06	88.6	12/05/2024 09:05	187	12/10/2024 08:38	163
12/12/2024 08:36	122	12/13/2024 08:55	211	12/17/2024 08:32	119
12/19/2024 08:38	88.1	12/26/2024 08:15	141	12/27/2024 08:31	250 [2]
12/31/2024 08:23	256				
Monthly Average	163				
Monthly Max	256				

Residue-nonfilterable (TSS) mg/L

12/03/2024 09:06	640	12/05/2024 09:05	2380	12/10/2024 08:38	480
12/12/2024 08:36	106	12/13/2024 08:55	820	12/17/2024 08:32	326
12/19/2024 08:38	557	12/26/2024 08:15	670	12/27/2024 08:31	880
12/31/2024 08:23	1220				
Monthly Average	808				
Monthly Max	2,380				



130 S. Trade Center Parkway, Conroe TX 77385
 Tel: (936) 321-6060
 Email: lab@nwdls.com
 www.NWDLS.com
 TCEQ TX-C24-00185

City of Port Lavaca
 628 West George Street
 Port Lavaca, TX 77979

Reported:
 01/16/2025 07:41

City of Port Lavaca - Non Potable

Outfall 001 Sampler

Ammonia as N mg/L

12/03/2024 08:52	0.0860	12/05/2024 09:10	0.0680	12/10/2024 08:15	0.0770
12/13/2024 08:50	0.0450	12/17/2024 08:40	0.0890	12/19/2024 08:43	0.0620
12/26/2024 08:25	1.23	12/27/2024 08:45	0.0590	12/31/2024 08:35	0.0760
Monthly Average	0.199				
Monthly Max	1.23				

Biochemical Oxygen Demand (BOD) mg/L

12/03/2024 08:52	3.52	12/05/2024 09:10	2.90	12/10/2024 08:15	4.25
12/13/2024 08:50	3.76	12/17/2024 08:40	2.81	12/19/2024 08:43	2.98
12/26/2024 08:25	5.96	12/27/2024 08:45	2.36 [2]	12/31/2024 08:35	2.58
Monthly Average	3.46				
Monthly Max	5.96				

Copper ug/L

12/03/2024 08:52	10.4	12/10/2024 08:15	11.5	12/17/2024 08:40	10.9
12/27/2024 08:45	7.23	12/31/2024 08:35	8.03		
Monthly Average	9.61				
Monthly Max	11.5				

Residue-nonfilterable (TSS) mg/L

12/03/2024 08:52	4.63	12/05/2024 09:10	4.21	12/10/2024 08:15	6.33
12/13/2024 08:50	9.17	12/17/2024 08:40	6.00 [1]	12/19/2024 08:43	6.21
12/26/2024 08:25	11.3	12/27/2024 08:45	2.66	12/31/2024 08:35	2.11
Monthly Average	5.85				
Monthly Max	11.3				

Zinc ug/L

12/03/2024 08:52	41.8	12/10/2024 08:15	41.8	12/17/2024 08:40	37.9
12/27/2024 08:45	33.9	12/31/2024 08:35	35.6		
Monthly Average	38.2				
Monthly Max	41.8				



City of Port Lavaca
628 West George Street
Port Lavaca, TX 77979

Reported:
01/16/2025 07:41

Special Notes

- 1 - B1 = Associated method blank is lower than the established quality control criteria.
- 2 - FF = The blank for biochemical oxygen demand depleted more than the method limit of 0.20 mg/l.
- 3 - J1 = Estimated value - The reported value is outside the established quality control criteria for accuracy and/or precision.
- 4 - U = Non-detected compound.

1	A	B	C	E			F			G			I			J			K			M			N			O	P	R	S	T	U
		MGD	2HR	EFFLUENT			CONTACT			REAIR DO			RAIN	E-COCCI	COMP	OPERATOR																	
2			PEAK	PH	D.O	TEMP	PH	D.O	TEMP	PH	1	2	3	.10s	AVG.	AVG.	INITIALS																
3	12/1/2024	1.29	1528	-	-	-	-	-	-	-	-	-	-	0	5.1	-	W.																
4	12/2/2024	1.16	1547	-	-	-	6.94	1.55	24.2	6.37	2.8	4.28	4.28	0	5.2	-	EP/LD																
5	12/3/2024	1.03	833	-	7.84	22.9	6.69	2.72	24.0	6.78	5.23	6.05	6.07	0.08	2.0	1.96	RC.																
6	12/4/2024	1.28	972	-	-	-	6.56	2.54	24.4	5.97	2.6	3.5	5.6	0.05	9.0	-	W/EP																
7	12/5/2024	1.16	1472	6.79	7.36	23.9	6.54	7.36	23.9	6.6	5.65	6.54	6.44	0.08	29.2	-	EP/LD																
8	12/6/2024	1.09	1278	-	-	-	6.76	3.41	24.4	6.29	2.43	4.73	5.4	0.02	9.8	-	CJ																
9	12/7/2024	1.20	1431	-	-	-	-	-	-	-	-	-	-	0.07	15.3	-	CJ																
10	12/8/2024	1.32	1472	-	-	-	-	-	-	-	-	-	-	0.10	103.9	-	CJ																
11	12/9/2024	1.19	1069	-	-	-	6.92	7.31	21.3	6.96	4.75	5.88	5.63	0.02	9.7	-	CJ/EP																
12	12/10/2024	1.31	1333	7.35	7.49	28.8	7.04	1.84	21.7	6.83	2.78	4.81	5.67	0	30.5	1.84	EP/CJ																
13	12/11/2024	1.12	1181	-	-	-	6.97	3.85	23.2	7.03	4.15	6.01	6.40	0	24.0	-	EP/CJ																
14	12/12/2024	1.14	931	-	-	-	7.1	2.14	23.2	6.99	3.88	5.6	6.5	0.03	47.1	-	CJ/EP																
15	12/13/2024	1.14	1033	-	-	-	6.9	6.12	24.0	7.0	5.55	6.63	6.45	0	20.1	-	CJ																
16	12/14/2024	1.11	1056	-	-	-	-	-	-	-	-	-	-	0	18.3	-	CJ																
17	12/15/2024	1.22	1153	-	-	-	-	-	-	-	-	-	-	0	54.4	-	SK/ED																
18	12/16/2024	1.19	569	-	-	-	6.79	2.56	25.3	6.88	5.14	6.43	6.10	0.02	13.2	2.19	EP/LD																
19	12/17/2024	1.20	931	7.41	7.75	24.5	6.98	3.08	25.3	7.01	2.14	5.40	5.95	0.06	5.1	-	EP/CJ																
20	12/18/2024	1.23	1086	-	-	-	6.84	1.64	25.4	6.84	4.06	5.64	6.65	0.07	15.8	-	EP/LD																
21	12/19/2024	1.13	722	-	7.89	22.5	6.81	3.02	24.3	7.0	6.45	6.80	6.63	0.0	54.5	-	EP/LD																
22	12/20/2024	1.10	1125	-	-	-	6.76	3.31	24.3	6.88	6.66	7.02	6.49	0	13.2	-	W/EP																
23	12/21/2024	1.07	597	-	-	-	-	-	-	-	-	-	-	0	38.4	-	W.																
24	12/22/2024	1.38	1389	-	-	-	-	-	-	-	-	-	-	0.3	1.0	-	EP/LD																
25	12/23/2024	1.04	917	-	-	-	6.99	1.99	24.1	7.02	6.89	6.89	7.34	0.10	8.4	-	CJ																
26	12/24/2024	2.37	4222	-	-	-	-	-	-	-	-	-	-	0.8	7.5	-	CJ																
27	12/25/2024	1.82	2167	-	-	-	-	-	-	-	-	-	-	0	4.1	2.64	EP/CJ																
28	12/26/2024	1.27	1194	-	7.52	23.7	6.9	3.46	24.0	6.55	5.57	7.48	6.55	0	17.3	-	EP/CJ																
29	12/27/2024	1.20	1306	7.44	7.81	23.6	6.86	1.75	24.3	6.99	7.06	7.32	6.61	0	26.6	-	CJ																
30	12/28/2024	1.11	1194	-	-	-	-	-	-	-	-	-	-	0.02	6.2	-	CJ																
33	12/29/2024	1.13	764	-	-	-	-	-	-	-	-	-	-	0.02	9.7	-	W																
34	12/30/2024	1.19	1222	-	-	-	6.94	1.45	24.4	6.99	5.79	7.50	6.47	0.02	7.5	1.89	W/EP																
35	12/31/2024	1.04	1067	7.02	7.29	23.3	6.57	3.54	24.6	6.62	6.45	7.70	6.55	0	7.5	-	W/EP																

COMMUNICATION

SUBJECT: Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:

INFORMATION:

COMMUNICATION

SUBJECT: Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on February 10, 2025: Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 10, 2025

AGENDA ITEM:

DATE: 02.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: NEW CASES: SUBSTANDARD BUILDINGS

CASE# 125

603 Knipling:
Photos taken on 02.04.2025

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition.

CASE# 124

604 South Juanita
Photos taken on 02.04.2025

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition.

CASE# 123

813 Hackberry
Photos taken on 02.04.2025

Staff is recommending Council declare this property substandard and allow the property owner ten (10) days to provide a detailed plan for repair or demolition to Development Services. If substantial improvements are not made within ninety (90) days, then Council authorizes staff to proceed with demolition.

Inspection Checklist

Date: 02/04/2025

Inspector:

Location: 603 Knipling *Case # 125*

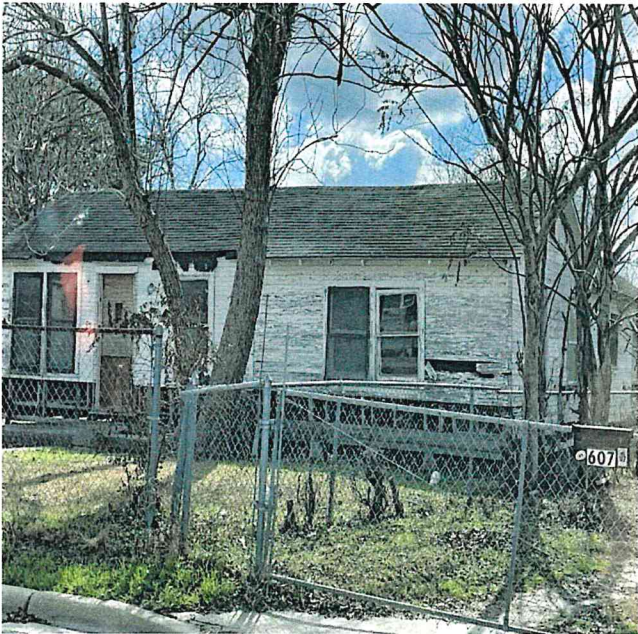
Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained	X			
Improper Walls, partitions or other vertical supports		X	Wall coverings missing	Outside of the building
Fireplaces or chimneys properly maintained	X			
Unsecure building: vacant and open.		X	Windows open walls damaged	Exterior of house
Lack of required rails, stairs, steps and/or balconies	X			
Lack of or improper exterior wall coverings		X	Walls heavily Damaged	Entire exterior of house
Hazardous wiring	N/A			
Hazardous plumbing	N/A			
Hazardous mechanical equipment	N/A			
Sanitation:	X			
Lack of or improper connection to required sewage disposal	N/A			
Lack of or improper garbage and rubbish storage		X	No trash receptacle	outside
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports	N/A			
Improper Flooring or floor supports		X	Floor heavily damaged	Entire home
Improper Foundation	X			
Vermin/Insects	N/A			
Dampness of habitable space		X	Building unsecure	Entire home
Lack of electrical lighting		X	No power	Entire property
Hot and Cold Water		X	No water	Entire property
Lack of or Improper Kitchen		X	No water or power	Entire property
Lack of or Improper bathroom		X	No water	Entire property
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.	X			

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.
State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

603 Knipling



Inspection Checklist

Date: 02/04/2025

Location: 604 S Juanita

Case # 124

Inspector:

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof sagging and shingles torn	Roof
Improper Walls, partitions or other vertical supports		X	Walls in poor condition	Addition on back of house
Fireplaces or chimneys properly maintained	X			
Unsecure building: vacant and open.		X	Back door open	Back of home
Lack of required rails, stairs, steps and/or balconies	X			
Lack of or improper exterior wall coverings		X	Walls of addition collapsing	Back of home
Hazardous wiring		X	Wiring exposed on addition	Back of home
Hazardous plumbing		X	No Water	Entire home
Hazardous mechanical equipment		N/A		
Sanitation:		X	Junk and moisture old food	Inside home
Lack of or improper connection to required sewage disposal		N/A		
Lack of or improper garbage and rubbish storage		X	Junk	Back of house
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports		X	Roof Sagging	Whole roof
Improper Flooring or floor supports		X	Floor sliding off foundation	Whole home
Improper Foundation		X	Blocks falling off beams	Whole home
Vermin/Insects		X	Flying insects	Back of home
Dampness of habitable space		X	Roof Leak	Middle of roof
Lack of electrical lighting		X	No Power	Entire Property
Hot and Cold Water		X	No Water	Entire Property
Lack of or Improper Kitchen		X	No water or power	Entire property
Lack of or Improper bathroom		X	No water	Entire property
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.	X			

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.
State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

604 South Juanita



Inspection Checklist

Date: 02/04/2025

Location: 813 Hackberry

Case # 123

Inspector:

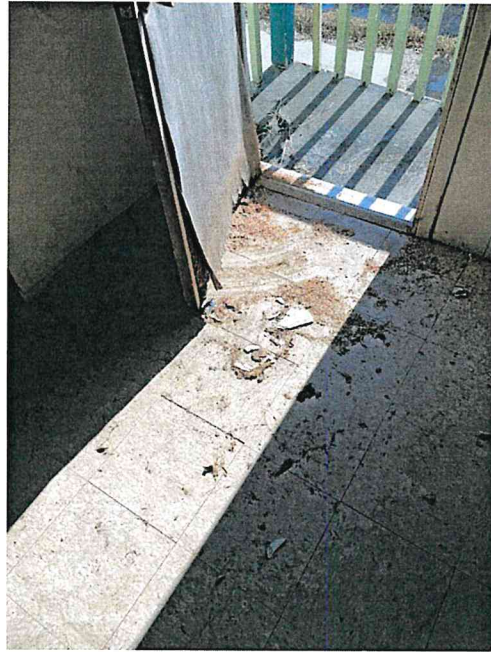
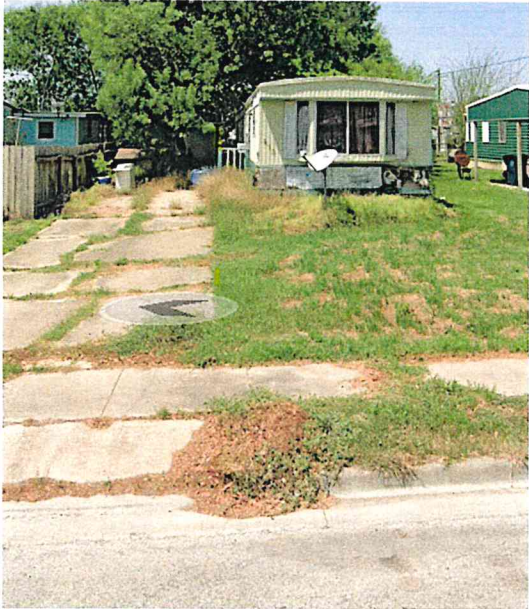
Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained	X			
Improper Walls, partitions or other vertical supports		X	Wall at the back of property heavily damaged	Back of trailer
Fireplaces or chimneys properly maintained		N/A		
Unsecure building: vacant and open.		X	Front door open.	Front door
Lack of required rails, stairs, steps and/or balconies	X			
Lack of or improper exterior wall coverings		X	Wall at the back of property heavily damaged	Back of trailer
Hazardous wiring	X			
Hazardous plumbing		X	Plumbing exposed	Hallway in house
Hazardous mechanical equipment	X			
Sanitation:		X	Rotten food in kitchen and trash across home also bathtub has what appears to be droppings	Across home
Lack of or improper connection to required sewage disposal	X			
Lack of or improper garbage and rubbish storage		X	Junk and trash throughout home	Across Home
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	X			

Improper Ceiling or Ceiling supports	X			
Improper Flooring or floor supports		X	Large amounts of floor are bare plywood	Bedroom
Improper Foundation	X			
Vermin/Insects		X	Interior has evidence of vermin within home	Rooms & Bathroom
Dampness of habitable space		X	Air is moist and clothes are damp	Interior
Lack of electrical lighting		X	No power	Entire property
Hot and Cold Water		X	No water	Entire Property
Lack of or Improper Kitchen		X	No water or power	Entire Property
Lack of or Improper bathroom		X	No water	Entire Property
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Fence at back of property broken and laying on ground	Back of property

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.
State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

813 Hackberry



COMMUNICATION

SUBJECT: Consider request from American Legion Post 167 to reinstitute the Memorial Day and Flag Retirement Ceremony at Bayfront Peninsula Park, including use of the Veteran's Memorial and large pavilion on Monday, May 26, 2025 and waiver of all associated fee.
Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025

DATE: 02/04/2025

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: Consider request from American Legion Post 167 to reinstitute the Memorial Day and Flag Retirement Ceremony at Bayfront Peninsula Park, including use of the Veteran’s Memorial and large pavilion on Monday, May 26, 2025 and waiver of all associated fee

BACKGROUND:

I recently met with representatives from the American Legion Post 167, where they expressed their interest in reinstituting the annual Memorial Day Ceremony and Flag Retirement Ceremony. Originally, they considered holding the event on Saturday, May 24; however, I informed them of a scheduling conflict with another city event. After discussion, they agreed that Monday, May 26 - Memorial Day proper - would be a more appropriate date. The event will honor fallen service members and provide the community an opportunity to retire unserviceable flags respectfully. While the event details are still being finalized, the plan includes utilizing the Veteran’s Memorial and the large pavilion at Bayfront Peninsula Park. The American Legion Post 167 respectfully requests the use of the park facilities and a waiver of any associated fees.

RECOMMENDATION:

Approval of American Legion Post 167’s request for use of Bayfront Peninsula Park and waiver of all related fees.

COMMUNICATION

SUBJECT: Consider recommendation of the Recreation and Parks Board to amend the maximum stay-limit for the Hillside RV spaces at the Lighthouse Beach Campground. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: February 10, 2025

DATE: 2.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **RECOMMENDATION FROM PARKS BOARD TO CONSIDER AMENDING THE MAXIMUM STAY ALLOWED FOR HILLSIDE RV SPACES AT LHB CAMPGROUND**

At the January Parks Board Meeting the following information was reviewed and discussed. **The Parks Board made a recommendation to City Council to reinstate the 6 month stay limit for the Hillside RV spaces at the Lighthouse Beach Campground.**

Below is Copied from the memo issued to the Parks Board:

Current position:

Attached please find a copy of the report showing the Monthly Occupancy Rates and Total Revenue for the Lighthouse Beach Campground since August 2024 when the new rates went into effect. The spreadsheet shows a comparison of the same data from 2024 and 2023. As you can see there has been a dramatic decline in revenue since the rates and allowable stay were changed. The revenue generated over the past 5 months is over \$41K less than over the same period in 2023.

I have attached the information that was reviewed at the time the rates were adjusted last summer as well as a copy of the changes that were made to the ordinance in June of 2023.

Plans in the works for improvement:

- We have struggled to find additional quotes for the automatic gate system, so we have decided that we must put a bid package together and put the bid out as a competitive bid. We anticipate receiving just the one bid, but regardless we will be able to award a contract as a result of this published solicitation. I am working on that bid package now with the hopes of bidding it out within the next two weeks.
- Tania is working on a new ad in Texas Highways Magazine for Port Lavaca that will focus more on the Campground.
- Tania is also working on a new billboard that is used when other events are not advertised that will provide focus on the campground.
- I need to gather some photos of the RV park full which may require purchasing some from photographers.

Even with the plans underway to better promote the campground, it will take time to see results. The current financial situation is not sustainable. I would like the Parks Board to discuss the option of making a recommendation to Council to reinstate the 6-month stay limit and see if that makes a positive difference. If we again receive pushback from other RV Parks, we can reconsider the policy once we start receiving revenue from the automatic gate system.

Attachments: Monthly CampSpot Report; Comparison of regional Campgrounds (data from May 2024); Copy of the changes that were adopted to the rates in June 2024

Lighthouse Beach Campground

CAMPSPOT REPORTING

Class	Metric Name	Aug '24	Aug '23	Sept '24	Sept '23	Oct '24	Oct '23	Nov '24	Nov '23	Dec '24	Dec '23	Jan '25 thru 1.16.25
Tent Sites	Days in Month	31	31	30	30	31	31	30	30	31	31	16
Tent Sites	# of Active Sites	5	5	5	5	5	5	5	5	5	5	5
Tent Sites	Site Nights	1	3	0	5	7	0	1	10	4	19	0
Tent Sites	Occupancy	0.6%	1.9%	0%	3.3%	4.5%	0	0.67%	6.7%	1.70%	12.26%	0
Tent Sites	Site Revenue	\$25.00	\$60.00	\$0.00	\$100.00	\$175.00	\$0.00	\$25.00	\$200.00	\$100.00	\$ 380.00	0
Tent Sites	Fee Revenue	\$2.00	\$6.00	\$0.00	\$6.00	\$10.00	\$0.00	\$2.00	\$4.00	\$8.00	\$ 7.13	0
RV Sites	Days in Month	31	31	30	30	31	31	30	30	31	31	16
RV Sites	# of Active Sites	54	54	54	54	54	54	54	54	54	54	54
RV Sites	Site Nights	326	867	253	796	326	803	297	579	185	488	99
RV Sites	Occupancy	19.47%	51.79%	15.60%	49.14%	19.47%	48.00%	18.33%	35.74%	12%	29.15%	11.46%
RV Sites	Site Revenue	\$6,786.58	\$16,491.20	\$5,211.97	\$16,434.02	\$7,737.90	\$16,383.25	\$6,527.58	\$11,378.40	\$2,922.92	\$ 9,212.37	\$ 1,445.99
RV Sites	Fee Revenue	\$78.52	\$116.27	\$34.00	\$96.90	\$126.00	\$134.61	\$18.00	\$105.27	\$16.00	\$ 94.90	\$ 10.00
Total Revenue		\$6,892.10	\$16,673.47	\$5,245.97	\$16,636.92	\$8,048.90	\$16,517.86	\$6,572.58	\$11,687.67	\$3,046.92	\$9,694.40	\$1,455.99

Reason for Reservation (of customers that answered question)										
Work	3	22	2	17	4	19	3	17	2	7
Vacation	3	8	3	12	11	10	1	6	4	5

Total Revenue Aug - Dec 2024 \$29,806.47
 Total Revenue Aug - Dec 2023 \$71,210.32
 difference \$41,403.85

Item #7.

Section VIII. Item #8.

CITY OF PORT LAVACA - PART II - CODE OF ORDINANCES
APPENDIX A - FEES, RATES AND CHARGES

CHAPTER 32 – PARKS AND RECREATIONAL

Section No.	Subject	Fee Amount	
32-71(d)	Minor and special event permit	No charge	
32-71(e)	Lighthouse Beach and RV Park		
	Hill sites:		
	Daily rates:	\$50.00	\$70.00
	Weekly rates:	\$250.00	\$375.00
	Monthly Rate:	\$500.00	\$650.00
	Maximum Monthly Stay	3 months	
	Waterfront Sites:		
	Daily rates:	\$55.00	\$75.00
	Weekly rates:	\$325.00	\$380.00
	Maximum Weekly Stay	2 weeks	
	Day use cabanas:	\$50.00	
	Lighthouse Beach and RV Park other fees:		
	Tent sites Daily Rates	\$20.00	\$25.00

(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-1-18, art. II, 1-8-2018; Ord. No. G-2-20, § II, 4-13-2020; Ord. No. G-3-21, art. II, 5-10-2021)

Note— The dump station is only for RV Black Water waste disposal. No drums or other types of containers permitted.

End of Exhibit A

Exhibit A to Ordinance G-5-24
Amend Appendix A Base Fee Ordinance
Ordinances/Ordinances/2024 Ordinances
Passed and Adopted 06-10-24
Recorded Vol. 3-1, Page

Page 2 of 2

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Item #7.

Tried to show rates as comparable to our waterfront sites as possible - from May 2024

	LHB Previous Daily	Daily	LHB Previous Weekly	Weekly	LHB Previous Monthly	Monthly
BayView RV/Calhoun		\$40		\$225		\$450 + E
Calhoun Riverside Retreat		\$40		\$200		N/A
Sandollar - Rockport		\$44		\$220 + \$0.15/kwh		\$420 + \$0.15/kwh
Woody Acres / Fulton		\$45		\$255		\$430 + E
Coastal Cowboy / Rockport		\$45		\$225		\$400 + E
Keller/Coastal Bay RV/Calhoun		\$50		\$250		\$395 + E
Serendipity Palacios		\$50		\$275+\$75E=\$350		\$500+\$150E = \$650
Beacon / Rockport		\$55		\$275 + E		\$495 start + E
Beach Rd RV - Matagorda		\$55		\$220		350 + E
By the Bay - Rockport (Premium)		\$55		\$250 + \$0.14/kwh		\$535 + \$0.14/kwh
Port O'Connor RV Park		\$55		\$195 + E		\$400 + E
Qilly's / Rockport Pond View		\$65		\$325		\$525 + E
LHB Hill Sites (includes E+w/s)	\$50	\$70	\$250	\$375	\$500	Now \$650
Texas Lakeside - Port Lavaca (Waterfront)		\$73		\$375 + E		\$635 + E
Rockport RV Resort		\$75		\$280		\$490 + \$0.15/kwh
LHB Waterfront Sites (include E+w/s)*	\$55	\$75	\$325	Now \$380	N/A	N/A
Reel Chill Rockport		\$75 + E		\$329 + E		\$595 + E
SeaBreeze / Portland		\$85		\$290		\$540 + E
KOA Port Lavaca Deluxe		\$126		\$785		Have to call

	Daily	Annual	Annual w/ proof of residency
Rockport Beach Passes	\$10	\$40	\$20
Proposed LHB	\$5	\$35	\$25

Note: LHB Waterfront sites max 2 week allowed currently
 LHB Hill side max 6 months allowed previously and 3 months currently

COMMUNICATION

SUBJECT: Consider Agreement between the City of Port Lavaca and the Calhoun County YMCA for Operation of the City Pool (April 1, 2025 - Sept 30, 2025). Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025

DATE: 02.03.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: **CONSIDER AGREEMENT BETWEEN THE CITY OF PORT LAVACA AND THE CALHOUN COUNTY YMCA FOR OPERATION OF THE MUNICIPAL SWIMMING POOL FROM APRIL 01, 2025 TO SEPTEMBER 22, 2025.**

Background:

The proposed 2025 Pool Management agreement is the same as the 2024 agreement, except item 6 adds a statement that “The YMCA agrees to submit to the City a PDF copy of all daily logs prior to the end of this contract.”

The YMCA has committed to scanning them in each day and compiling them into a single PDF that will be submitted to the City at the end of the summer for our records.

In addition, Michelle, is working to provide attendance records for 2023 so we can determine whether or not there was a significant increase in attendance that could be attributed to the new pool slide.

Financial Implication:

There is \$82,000 budgeted in Swimming Pool Operations for FY 24-25 to pay for the City’s obligations under this contract. For reference, actual dollars spent in FY 23-24 was \$41K, in FY 2022-23 was \$27K, in FY 2021-22 was \$73K. A majority of what is budgeted is for maintenance and chemicals. After fiscal year 24-25 we anticipate the cost to significantly decrease due to switching from liquid chlorine to tablet chlorine.

Recommendation:

Approve the 2025 Pool Management Agreement with the YMCA.

**YMCA of the Golden Crescent
POOL MANAGEMENT CONTRACT
WITH
The City of Port Lavaca**

This Pool Management Contract (hereinafter referred to as the "Contract") is entered into by and between the YMCA of the Golden Crescent, whose address is 1806 N. Nimitz, Victoria, Texas 77901 (hereinafter referred to as the "YMCA") and who agrees to manage as an independent contractor, and not an agent or employee, the City of Port Lavaca Municipal Pool (hereinafter referred to as the "Pool") owned by the City of Port Lavaca whose address is 202 North Virginia Street, Port Lavaca, Texas 77979 (hereinafter referred to as the "City") the terms set forth in this Contract.

The YMCA agrees to perform the following services and to accept the following obligation during the term of the Contract:

- 1. The YMCA will furnish lifeguards during the hours of operation as stated in Exhibit A. YMCA guards will be at least 15 years of age with a head guard of at least 17 years of age on duty at all times. Guards will hold current YMCA or American Red Cross Lifesaving certifications and will be certified in CPR and trained in first aid. Qualified Port Lavaca residents shall have a priority consideration in staffing subject to the YMCA's interview and selection process. Previous performance will be considered for all rehires. Staffing must be based on 25 swimmers to one lifeguard.**
- 2. The YMCA will perform all necessary maintenance and labor on all pool equipment above ground that could be considered ordinary scheduled daily maintenance with respect to the operation of the Pool. Maintenance, as used herein, does not include responsibility for new or replacement parts. The purchase of any parts, to be paid for by the City which cost in excess of \$50 must be approved in advance by the City.**
- 3. The YMCA will clean the Pool, deck and fenced areas. This includes: checking the PH and chlorine levels by a certified pool maintenance employee, adding chemicals as needed and logging those readings and adjustments hourly during open swim hours; policing grounds; sweeping and hosing off the deck area; bagging trash and placing trash in the dumpster daily; cleaning lavatories daily, keeping pool surface algae free; checking the operating condition of all related equipment; backwashing filters as needed; maintaining lifeguard and pump room in a clean and orderly fashion, and brushing the Pool as needed. Complete vacuuming of the Pool will be performed weekly.**

In the event of fecal contamination, the YMCA will close the pool with notice to the City. The City and the YMCA will be jointly responsible for the preventive action necessary to assure the safety of the YMCA staff and pool users. A minimum closure of three cycles of the filter system is required (longer closure may be required based on the consistency of the fecal matter and directive of the County Health Inspector.) In addition, the pool must be back-washed, vacuumed and shocked with a maximum of 10ppm chlorine prior to reopening.

4. The YMCA will keep the chlorine residual and PH level of pool water within city health standards, using chemicals purchased by the City.
5. The YMCA and the City shall work in conjunction and be responsible for the enforcement of the City's Pool Rules. A copy of rules to be enforced at a YMCA operated pool is attached as **Exhibit B**. The City shall post and maintain a Pool Rules sign.
6. The YMCA will maintain a daily log of significant activities and information, including a usage log, showing Pool usage by hour, water analysis, daily tally as shown in **Exhibit C** which becomes part of this agreement. **The YMCA agrees to submit to City a PDF copy of all daily logs prior to the end of this contract agreement.**
7. The YMCA will notify the City of pool related supplies needing to be ordered in reasonable lead time.
8. If the pool is closed due to the weather conditions, the lifeguards will clear the pool area and at least one lifeguard will remain on the pool premises until normal closing hours unless conditions warrant that is it unsafe to stay on the premises or when weather conditions indicate the pool will not reopen the rest of the day. The additional guards may leave the premises, but will be ON CALL at home pending clearing weather.
9. Alcoholic beverages are not to be permitted on pool property.
10. The lifeguard is the authority on the pool deck and in the water. Any disagreement/dispute with the City, it's members/residents or guests where the lifeguard and/or the YMCA is not supported by the City in the enforcement of the guidelines or aquatic facility rules described in this agreement cancels the agreement immediately without penalty to, or recourse from the YMCA. To the extent permitted by law, both the YMCA and the lifeguard are held-harmless with regard to any consequences arising from this termination of agreement and the lifeguard will immediately cease all activity and vacate the premises, unless said lifeguard's vacancy will place any member of the public in danger in any way.
11. The YMCA shall monitor all individuals entering and leaving the pool area. The YMCA will retain all gate fees collected.
12. The YMCA shall maintain the concession stand. The YMCA shall pay all supply costs for the concession stand and retain all fees collected.
13. The YMCA shall have exclusive right to organize and operate swimming lessons. Lessons will be conducted by YMCA swimming instructors, and instructions will be part of the YMCA progressive swimming program. Lessons will follow YMCA guidelines for teacher/student ratios. Lessons will be scheduled during the hours the pool is closed for general swimming for the community. The YMCA shall pay all staffing costs for swim lessons and retain all fees collected.

14. The YMCA can staff parties for residents after regular hours at the rate of \$72.50 per hour which includes two lifeguard. The YMCA will not staff any party where alcohol will be consumed. No party shall continue past 10:00pm. The YMCA will serve as an agent of the owner for all matters related to resident approved pool rentals. The YMCA shall pay all staffing costs for parties and retain all fees collected.
15. The YMCA staff employed at the Pool has a right to use the Pool for lap swim and training during any hours the pool is closed to the community for recreational swim.
16. The YMCA shall set all user fees with city's consent which can be subject to change in the event there is an increase in the national minimum wage.
17. In the event that this contract is terminated by either party the City may not employ any YMCA staff member employed by the YMCA while this contract was in effect to work in any capacity related to the City pool for a period of six months.

The City agrees to accept the following obligations during the term of the Contract:

1. The City shall provide and/or maintain the following:
 - A. Pay for all chemicals used for pool maintenance
 - B. Will pay for the cost of repairs and replacement of parts and equipment with purchases of over \$50 approved by the City.
 - C. Will maintain landscape.
 - D. Pay for electricity
 - E. Will pay phone bill.
 - F. Will provide cleaning supplies and test kits
 - G. Will provide pre-season maintenance/cleaning and preparation.
 - H. Will work with the YMCA of the Golden Crescent, Inc to promote facilities.
2. If pool hours for the general public approach evening hours, adequate pool lighting must be provided. Proper electrical controls around the pool area are necessary and if present must be GFCI protected.
3. The City agrees to provide an operational phone during all operational hours and the following safety equipment: ring buoy with throw rope, shepherd's crook with a separate pole, backboard with 6 straps, head immobilizer, safety goggles, 3 guard stands and a first aid kit.
4. The City will be responsible for all costs associated with the maintenance and operation of the pool not assumed pursuant to the Contract by the YMCA.
5. The City and the YMCA agree to provide each other with a certificate of insurance showing coverage in the amounts required on Appendix D. The YMCA agrees to provide the City written notice of any accident, personal injury and or property damage. The report shall be provided to the City manager immediately or no later than 3 days after the occurrence. YMCA personnel will be made available to the City for questions regarding the incident/accident.

The YMCA agrees to indemnify, defend, protect, and hold harmless the City it’s agency employees from all liability, responsibility, or losses arising out of any accident, injury or claim that may result from YMCA conducted, sponsored or operated events to include swim lessons, parties, or other YMCA events conducted at the Pool.

The City agrees to indemnify, defend, protect, and hold harmless the YMCA from liability, responsibility or loss arising out of any negligent act or omission or any willful wrongdoing on the part of the City or any agent or employee of the City.

Insurance Requirements are outlined in Exhibit D

All salaries include workers’ compensation, social security, unemployment insurance and travel. The actual salaries will be paid at the discretion of the YMCA.

Termination on Notice: Either party hereto may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party.

Attorneys’ Fees and Costs: If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs, which may be set by the court in the same action or a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action at law or in equity shall be proper in Calhoun County.

This Contract shall be in force from April 1, 2025 to September 22, 2025.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, this _____ day of _____, 2025.

Jack Whitlow
Mayor, City of Port Lavaca

Michele Morales
Executive Director
Calhoun CountyYMCA

EXHIBIT A

HOURS OF OPERATION AND EXPECTED STAFFING WILL BE:

Hours of Operation

Sunday	11:00 pm – 1:00pm Pool Entry ½ off 1:00pm-6:00pm
Monday	11:00pm-6:00pm
Tuesday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Wednesday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Thursday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Friday	11:00pm-6:00pm
Saturday	11:00-6:00pm
Holidays	TBD

EXHIBIT B

General Pool Rules

- Walk, don't run.
- Pushing and rough play are prohibited.
- Deck clearance at least 6 feet from the edge of the pool is required at all times.
- Only plastic containers and toys are allowed in the pool, on the deck and in the locker rooms.
- Non-swimmers must stay in shallow water.
- Keep off the lifelines.
- Use lifelines only for temporary support.
- Breath holding and prolonged underwater swimming is prohibited.
- No Diving
- Shoulder length hair or longer must be tied back or covered by a swim cap.
- All swimmers must shower prior to entering either the water.

Age Restrictions

- Direct supervision by a responsible adult of youth under the age 6 years old and non-swimmers is required.
- Responsible adult supervision required for all children under the age of 12 years old.
- All youth must pass a swim test to enter the deep water.

Flotation Devices and Aquatic Equipment

- Flotation and aquatic equipment may be used if space and safety permit.
- U.S. Coast Guard approved Personal Flotation Devices are preferred. The lifeguard prior to use must approve all other flotation. Inflatable flotation is not permitted.
- Non-swimming youth using flotation devices must be within arms reach of a responsible adult at all times.
- Swimming youth may use flotation devices without adult supervision.
- Aquatic equipment such as kickboards, mask, snorkel and fins, and pull buoys are not allowed in the recreational swim space

Swim Test

- Must swim 20 yards.
- Must tread in deep water for 30 seconds.
- Administered during rest breaks or when an additional staff is available.

Rest Breaks

- A rest break lasting at least 10 minutes must occur hourly.
- Where a single guard is utilized, all swimmers have to exit the pool during the rest breaks.

EXHIBIT C Daily Tally/Water Analysis

DAY: _____

DATE: _____

Pool Admissions	Tally							
Adult	\$							
Child	\$							
Daily Total	\$							
Main Pool								
Hourly Check	Chlorine Big Pool	PH Big Pool	# in Big Pool	# in pool area				Staff Name
9:00 a.m.								
10:00 a.m.								
11:00 a.m.								
12:00 noon								
1:00 p.m.								
2:00 p.m.								
3:00 p.m.								
4:00 p.m.								
5:00 p.m.								
6:00 p.m.								
7:00 p.m.								
Comments or Chemicals Added:								

**EXHIBIT D
INSURANCE PROVISIONS**

Below are listed the provisions required for all leases, agreements, and contracts between the YMCA and non-YMCA groups. Proof of insurance must be exchanged at least two weeks prior to the beginning of Aquatic Services.

MINIMUM REQUIREMENTS

1. Workers' Compensation Insurance, including Occupational Diseases in accordance with the laws of Texas and Employer's Liability Insurance with a limit of \$1,000,000.
2. General Liability Insurance, with limits
 - a. Each Occurrence: \$1,000,000
 - b. Operations Aggregate: \$1,000,000
 - c. General Aggregate: \$1,000,000
3. The City of Port Lavaca shall have the YMCA named an additional insured on their General Liability Insurance policies for any agreement in force. Also, the City of Port Lavaca policy carriers are required to notify the YMCA within 30 days of any changes and/or if the insurance is canceled by the City of Port Lavaca.
4. Professional Liability Insurance may be required depending on the services being provided to the YMCA. Minimum requirements would be \$1,000,000 per occurrence & \$1,000,000 aggregate
5. It is hereby understood and agreed that any insurance provided by the City of Port Lavaca in accordance with an agreement, contract, etc., shall be deemed primary insurance and is provided exclusively for activities related to pool.
6. To the extent permitted by law the City of Port Lavaca will defend, hold harmless, and indemnify the YMCA against any claims and losses arising in any way out of their use of the premises, caused by the negligence of the City of Port Lavaca.

_____ Certificate holder must be shown as YMCA of the Golden Crescent
 Attn: CEO 1806 North Nimitz, Victoria, Texas 77901
 _____ Certificate holder must be named as an additional insured
 _____ Certificate must be current.

CITY OF PORT LAVACA POOL USAGE REPORT: 2024

Average Daily Attendance: 64.7

May	June	July	August	Attendance
Sat 4	Sat 1	Mon 1	Th 1	40
Sun 5	Sun 2	Tues 2	Fri 2	61
Sat 11	Mon 3	Wed 3	Sat 3	77
Sat 18	Tues 4	Th 4	Sun 4	39
Sat 25	Wed 5	Fri 5	Mon 5	x
Sun 26	Th 6	Sat 6	Tues 6	x
Mon 27	Fri 7	Sun 7	Wed 7	60
Tues 28	Sat 8	Mon 8	Th 8	51
Wed 29	Sun 9	Tues 9	Fri 9	52
Th 30	Mon 10	Wed 10	Sat 10	79
Fri 31	Tues 11	Th 11	Sun 11	41
Avg daily Attendance: 57	Wed 12	Fri 12	Mon 12	66
	Th 13	Sat 13	Tues 13	69

Avg daily Attendance: 57.7

 = peak day

Attendance	July	August
66	Mon 1	Th 1
89	Tues 2	Fri 2
96	Wed 3	Sat 3
62	Th 4	Sun 4
88	Fri 5	Mon 5
x	Sat 6	Tues 6
x	Sun 7	Wed 7
123	Mon 8	Th 8
59	Tues 9	Fri 9
71	Wed 10	Sat 10
70	Th 11	Sun 11
66	Fri 12	Mon 12
88	Sat 13	Tues 13
70	Sun 14	Wed 14
73	Mon 15	Th 15
76	Tues 16	Fri 16
91	Wed 17	Sat 17
52	Th 18	Sun 18
79	Fri 19	Mon 19
91	Sat 20	Tues 20
102	Sun 21	Wed 21
89	Mon 22	Th 22
110	Tues 23	Fri 23
61	Wed 24	Sat 24
52	Th 25	Sun 25
89	Fri 26	Mon 26
41	Sat 27	Tues 27
93	Sun 28	Wed 28
70	Mon 29	Th 29
81	Tues 30	Fri 30
78.5	Wed 31	Sat 31

Avg daily Attendance: 78.5

Avg daily Attendance: 66.2

COMMUNICATION

SUBJECT: Consider approval of the Matagorda Bay Mitigation Trust Contract 081 for the City of Port Lavaca Mid-Coast Birding Festival Boat Tours. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** ____

DATE: 2.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF THE MATAGORDA BAY MITIGATION TRUST CONTRACT 081 FOR THE PURCHASE OF THE “KITCHEN” TRACT**

Background:

On January 8, I received notice from the MBMT that our submitted proposal entitled “Purchase of Kitchen Tract on Lavaca Bay for Conservation and improve Public Access to the Waterfront” was approved.

Attached is the contract providing for \$479,500 of grant Funds for the project which is summarized as follows:

The City of Port Lavaca wishes to use grant dollars from the MBMT to purchase waterfront property on the bluff of Lavaca Bay, known as the “Kitchen Tract” for conservation purposes and to provide a new public access point to Lavaca Bay. The City will contract with a coastal engineer to perform required data collection and engineering to make application to the USACE for a permit to construct a shoreline protection project. With approval of a USACE permit, the City will at that point seek grant funding to construct the permitted shoreline improvements and establish the tract as a designated public park.

This is the same contract language that has been used for our two previous contracts with MBMT. The ending date is contractually set at July 31, 2026, which should provide adequate time to acquire the COE permit.

Financial Implication:

The total project budget is \$529,500 which includes purchasing of the property, preliminary engineering/COE permitting and \$50,000 of City funds (contact or in-kind) to provide minimal site clearing for a parking area and trails and signage. The grant will reimburse up to \$479,500.

Recommendation:

Approve Contract 081 with the Matagorda Bay Mitigation Trust Fund.

MATAGORDA BAY MITIGATION TRUST

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 081: Purchase of Kitchen Tract on Lavaca Bay for Conservation and Improve Public Access to the Waterfront

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

THE TRUST:

Matagorda Bay Mitigation Trust
P. O. Box 1269
Poth, Texas 78147-1269
Email: Trustee@mbmtrust.com
Contact Person: Steven J. Raabe, Trustee

RECIPIENT:

City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979
EMAIL: jweaver@portlavaca.org
Contact Person: JoAnna P. Weaver, P.E.

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

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

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


CONTRACT PERIOD: FROM: February 1, 2025 **UNTIL:** May 31, 2027

FUNDING: This Contract may not exceed \$479,500.00 (“funds”).

APPROVED:

MATAGORDA BAY MITIGATION TRUST

CITY OF PORT LAVACA

BY: 

NAME: Steven J. Raabe
TITLE: Trustee
DATE: January 19, 2025

BY: _____
NAME: Jack Whitlow
TITLE: Mayor
DATE: _____

GENERAL TERMS AND CONDITIONS

I. PARTIES

- A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as “Trustee” or “Trust” as applicable and “Recipient,” have made and entered into this Contract herein referred to as “Contract.”
- B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment “A” comprising the Mitigation Project (“Mitigation Project”) the Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.
- C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

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

III. INDEPENDENT CONTRACTOR

- A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.
- B. To the extent allowed by Texas law, the Recipient agrees to indemnify the Trustee and Trust against all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.
- C. Employees of Recipient are not employees of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

- A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.
2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.
3. Funds will be disbursed to Recipient as follows:
 - a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:
 - i. Details regarding the specific work and services to be performed;
 - ii. A schedule of estimated time to perform each stage of the Mitigation Project;
 - iii. A budget to perform the Mitigation Project as shown in Attachment B; and
 - iv. Such other information requested by Trustee.
 - b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.
 - c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.
 - d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports

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

- e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.
- 4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee's determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms Contract. Trustee's determination to withhold funds due to Recipient's failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.
- 7. Following Trustee's approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.
- 8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

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

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

- B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.
- D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

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

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

- B. Maintain records which adequately identify the source and application provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;
- D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;
- E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;
- F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and
- G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

- A. Recipient may subcontract any portion of the Mitigation Project for purposes of this Contract.
- B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under applicable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.
- C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.
- D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

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

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

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

IX. RIGHTS IN DATA AND OTHER MATERIALS

- A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.
- B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.
- C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request.
- D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust's such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

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

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

XI. CONFLICT OF INTEREST

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

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

- B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient’s employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.
- C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exists, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.
- D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

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

XIII. ENTIRE AGREEMENT

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

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

XIV. DEFAULT AND REMEDIES

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

- B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:
 - 1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.
 - 2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.
 - 3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.
 - 4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.
 - 5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.
 - 6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.
 - 7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.
 - 8. If Recipient fails to maintain the records management requirements under this Contract.

- 9. If Recipient fails to maintain the financial accounting requirements under this Contract.
- 10. If Recipient fails to maintain the insurance requirements under this Contract.
- 11. If Recipient fails to comply with any term or provision contained in this Contract.

- C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney’s fees and expenses incurred in enforcing any such legal remedies.
- D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

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

XVI. LIMITATION ON LIABILITY

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

XVII. AMENDMENTS BY OPERATION OF LAW

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

XVIII. COMPLIANCE WITH LAW.

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

XIX. PATENT INDEMNITY

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

XX. DISCLOSURE OF INTEREST

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

XXI. SEVERABILITY

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

XXII. INSURANCE

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

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

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

2. Automobile liability for all Owned, Hired and Non-Owned vehicles of the Recipient and those working on their behalf in conducting its performance under this Contract is required. Such automobile insurance must provide at a minimum \$1,000,000 Combined Single Limit. A reasonable deductible is allowable. The Automobile policy must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.
3. Recipient shall secure Errors and Omissions insurance coverage in the amount of \$2,000,000.
4. Workers Compensation Insurance providing Statutory Limits and Employers Liability Insurance with limits of \$1,000,000 Each Accident; \$1,000,000 by Disease – Each Employee; and \$1,000,000 by Disease – Policy Limit or similar insurance acceptable by The Trust shall be required for all of the Recipient’s employees and any other entity working for or participating on behalf of the Recipient. All Worker’s Compensation insurance or similar insurance provided by the Recipient or any other entity working for or participating on behalf of the Recipient must include a Wavier of Our Right to Recover from Others in favor of The Trust.
5. The Trust shall not be responsible for the payment of premiums or assessments on such policies.
6. Certificates of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.
7. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

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

XXIV. NOTICES/COMMUNICATIONS

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

XXV. DISPUTES

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

XXVI. PERIOD OF CONTRACT

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

END OF TERMS AND CONDITIONS

**Matagorda Bay Mitigation Trust (“Trust”)
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT**

**City of Port Lavaca (“Recipient”)
202 N. Virginia Street
Port Lavaca, TX 77979**

Purchase of Kitchen Tract on Lavaca Bay for Conservation and Improve Public Access to the Waterfront

The City of Port Lavaca will use grant dollars from the MBMT to purchase a waterfront property on the bluff of Lavaca Bay known as the “Kitchen Tract” for conservation purposes and to provide a new public access point to Lavaca Bay. The City will contract with a coastal engineer to perform required data collection and engineering to make application to the USACE for a permit to construct a shoreline protection project. With approval of a USACE permit, the City will at that point seek grant funding to construct the permitted shoreline improvements and establish the tract as a designated public park.

Timeline

- October 7, 2024 - Signed a Letter of Intent to purchase contingent upon grant award
- Feb 3, 2025 - sign sales contract with Kitchen heirs, with a 90-day max. due diligence period and pay \$5,000 Earnest money
- April 2025 - close on purchase of property
- May 2025 - award Task Order to Coast & Harbor Engineering to perform data collection and preliminary design necessary for USACE permit application for shoreline protection (bathy, habitat, cultural resources).
- January 2026 - submit USACE permit application

Tasks

- Purchase of property including estimated closing costs - \$255,000
- Data collection and preliminary engineering for USACE Permitting of a shoreline protection project - \$224,500

Matagorda Bay Mitigation Trust ("Trust")

ATTACHMENT B

BUDGET

City of Port Lavaca ("Recipient")

202 N. Virginia Street

Port Lavaca, TX 77979

Contract Budget

Real Estate - \$ 255,000.00

Contractual/Consultants - 224,500.00

Total Contract Budget - \$479,500.00

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

Monthly

OR

Quarterly

ATTACHMENT C
INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

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

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust
Date of Invoice:

Recipient Name: City of Port Lavaca

Contract #: 081

Contract Amount: \$ 479,500.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: \$

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY				BUDGET BY TASK			
Category	This Invoice	Contract To-Date	Total Budget	Task	This Invoice	Contract To-Date	Total Budget
Real Estate			\$255,000.00	Task 1 - Property Purchase			\$255,000.00
Contractual/Consultants			224,500.00	Task 2 – Permitting			\$224,500.00
Total			\$479,500.00				
*Please see invoicing instructions							
				Total			\$479,500.00

Remittance Address: City of Port Lavaca, 202 N. Virginia Street, Port Lavaca, TX 77979

Name of Payment Contact Person and contact information: JoAnna P. Weaver, P.E., Interim City Manager

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

 Signature and Title of Authorized Representative

 Date Signed

 Print Name and Title of Authorized Representative

For Office Use Only

COMMUNICATION

SUBJECT: Consider approval of the Matagorda Bay Mitigation Trust Contract 084 for the purchase of the Kitchen Tract. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** ____

DATE: 2.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER APPROVAL OF THE MATAGORDA BAY MITIGATION TRUST CONTRACT 084 FOR THE CITY OF PORT LAVACA MID-COAST BIRDING FESTIVAL FLOATING CLASSROOM AND BOAT TOURS**

Background:

On January 8, I received notice from the MBMT that our submitted proposal entitled “The R/V Archimedes Research Vessel Floating Classroom Tours of Chester Island AND Education Outreach boat tours as part of the 1st Annual City of Port Lavaca Mid-Coast Birding Festival” was approved.

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

Several hundred bird enthusiasts are expected to travel to Port Lavaca to attend the 1st annual Mid-Coast Birding Festival on May 1 – 5, 2025.

Chester Island is a bird rookery off the coast of Port O’Connor that played a significant role in the restoration of the Brown Pelican species, who neared extinction in the 1960s. This proposal aims to bring in a large boat (designed for educational tours) to transport birders and local students to/from the island so they can experience its historical significance, the 22 species of birds and over 22,000 birds who inhabit the island.

16 participants can sign up for each set of various boat tours. So this is a total of 64 participants. They will gain first-hand knowledge of our waterways and how important our estuaries are, what estuaries provide and how to keep them healthy.

This is the same contract language that has been used for our previous contracts with MBMT. The ending date is contractually set at July 31, 2025.

Financial Implication:

The total project budget is \$20,050 with \$3800 being registration fees. The grant will reimburse up to \$16,250.00.

Recommendation:

Approve Contract 084 with the Matagorda Bay Mitigation Trust Fund.

MATAGORDA BAY MITIGATION TRUST

Section VIII. Item #7.

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 084: City of Port Lavaca Mid-Coast Birding Festival Boat Tours

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

THE TRUST:

Matagorda Bay Mitigation Trust
P. O. Box 1269
Pooh, Texas 78147-1269
Email: Trustee@mbmtrust.com
Contact Person: Steven J. Raabe, Trustee

RECIPIENT:

City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979
EMAIL: jweaver@portlavaca.org
Contact Person: JoAnna P. Weaver, P.E.

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

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

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


CONTRACT PERIOD: FROM: February 1, 2025 **UNTIL:** July 31, 2025

FUNDING: This Contract may not exceed \$16,250.00 (“funds”).

APPROVED:

MATAGORDA BAY MITIGATION TRUST

CITY OF PORT LAVACA

BY: 
NAME: Steven J. Raabe
TITLE: Trustee
DATE: January 22, 2025

BY: _____
NAME: Jack Whitlow
TITLE: Mayor
DATE: _____

GENERAL TERMS AND CONDITIONS

I. PARTIES

- A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as “Trustee” or “Trust” as applicable and “Recipient,” have made and entered into this Contract herein referred to as “Contract.”
- B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment “A” comprising the Mitigation Project (“Mitigation Project”) the Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.
- C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

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

III. INDEPENDENT CONTRACTOR

- A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.
- B. To the extent allowed by Texas law, the Recipient agrees to indemnify the Trustee and Trust against all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.
- C. Employees of Recipient are not employees of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

- A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.
2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.
3. Funds will be disbursed to Recipient as follows:
 - a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:
 - i. Details regarding the specific work and services to be performed;
 - ii. A schedule of estimated time to perform each stage of the Mitigation Project;
 - iii. A budget to perform the Mitigation Project as shown in Attachment B; and
 - iv. Such other information requested by Trustee.
 - b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.
 - c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.
 - d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports

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

- e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.
- 4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee’s determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms Contract. Trustee’s determination to withhold funds due to Recipient’s failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.
- 7. Following Trustee’s approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.
- 8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

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

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

- B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.
- D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

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

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

- B. Maintain records which adequately identify the source and application provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;
- D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;
- E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;
- F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and
- G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

- A. Recipient may subcontract any portion of the Mitigation Project for purposes of this Contract.
- B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under applicable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.
- C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.
- D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

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

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

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

IX. RIGHTS IN DATA AND OTHER MATERIALS

- A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.
- B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.
- C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request.
- D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient’s obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust’s such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

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

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

XI. CONFLICT OF INTEREST

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

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

- B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient’s employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.
- C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exists, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.
- D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

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

XIII. ENTIRE AGREEMENT

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

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

XIV. DEFAULT AND REMEDIES

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

- B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:
 - 1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.
 - 2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.
 - 3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.
 - 4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.
 - 5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.
 - 6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.
 - 7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.
 - 8. If Recipient fails to maintain the records management requirements under this Contract.

- 9. If Recipient fails to maintain the financial accounting requirements under this Contract.
- 10. If Recipient fails to maintain the insurance requirements under this Contract.
- 11. If Recipient fails to comply with any term or provision contained in this Contract.

- C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney’s fees and expenses incurred in enforcing any such legal remedies.
- D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

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

XVI. LIMITATION ON LIABILITY

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

XVII. AMENDMENTS BY OPERATION OF LAW

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

XVIII. COMPLIANCE WITH LAW.

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

XIX.PATENT INDEMNITY

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

XX. DISCLOSURE OF INTEREST

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

XXI. SEVERABILITY

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

XXII. INSURANCE

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

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

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

2. Automobile liability for all Owned, Hired and Non-Owned vehicles of the Recipient and those working on their behalf in conducting its performance under this Contract is required. Such automobile insurance must provide at a minimum \$1,000,000 Combined Single Limit. A reasonable deductible is allowable. The Automobile policy must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.
3. Recipient shall secure Errors and Omissions insurance coverage in the amount of \$2,000,000.
4. Workers Compensation Insurance providing Statutory Limits and Employers Liability Insurance with limits of \$1,000,000 Each Accident; \$1,000,000 by Disease – Each Employee; and \$1,000,000 by Disease – Policy Limit or similar insurance acceptable by The Trust shall be required for all of the Recipient’s employees and any other entity working for or participating on behalf of the Recipient. All Worker’s Compensation insurance or similar insurance provided by the Recipient or any other entity working for or participating on behalf of the Recipient must include a Wavier of Our Right to Recover from Others in favor of The Trust.
5. The Trust shall not be responsible for the payment of premiums or assessments on such policies.
6. Certificates of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.
7. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

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

XXIV. NOTICES/COMMUNICATIONS

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

XXV. DISPUTES

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

XXVI. PERIOD OF CONTRACT

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

END OF TERMS AND CONDITIONS

ATTACHMENT A

STATEMENT OF MITIGATION PROJECT

City of Port Lavaca ("Recipient")

202 N. Virginia Street

Port Lavaca, TX 77979

City of Port Lavaca Mid-Coast Birding Festival Boat Tours

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

- Friday, May 2 - Six (6) educational tours will be scattered across the waterways of Calhoun County. There are three different tours. Each will run Friday morning and again Friday evening.
- One tour will depart from Charlie's Dock and travel southwest down the Intercoastal Waterway (ICW) towards San Antonio Bay, then north towards Seadrift and then south towards South Pass, then Steamboat Pass and return to the dock.
- A second tour will depart from the Lighthouse Beach Dock. It will head south and view birds as it goes past the bird sanctuary at Lighthouse Beach. It will continue south towards Chocolate Bay. It will go west to Snake Island (the island south of the port). It will go north and cross under the causeway. The tour will look for birds at the new restoration marsh just north of the causeway. The tour will have a restroom break at the dock in Point Comfort. The tours will go towards the mouth of the Lavaca River, the Banal, then Placedo Creek. The tour will then return to the Lighthouse Beach dock by following the west shoreline of Lavaca Bay.
- The third tour will emphasize photography of birds and wildlife on Big Chocolate Bayou. It will use the newly revised boat ramp at the South end of Austin Street. Cissy Beasley is a photograph instructor and has organized several wildlife photography seminars. She will be guiding this tour that will go up Chocolate Bayou.
- Saturday, May 3 - The same three tours will be repeated on Saturday morning. The photography tour will use Hog Bayou or the Guadalupe River via Highway 35.
- Sunday, May 4 - Will be a repeat of the three tours of Friday morning.

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

The Chester Island program and tour will educate participants about the significance of the island and the brown pelican species. This includes 47 Calhoun High School students taking an Aquatic Science class.

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

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

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

- After the educational time, then the 120 participants (only 20 per tour at one time) will board the "RV Archimedes" (*aka The Floating Classroom*). It is a two-deck teaching vessel. The R/V, Archimedes" will transport groups of twenty to Chester Island to experience the brown pelicans and the other bird species who inhabit it. Two professional birding guides will help participants identify the various birds.
- We feel this is an excellent opportunity to educate the young and old alike about the importance of the interdependence of man, wildlife and water, including the estuaries of Calhoun County and waterways around the world. Besides exposure to the awe and wonder of nature, we want to give a positive example of the interactions people can have on our local bay systems and nature in general.

**Matagorda Bay Mitigation Trust (“Trust”)
ATTACHMENT B
BUDGET**

**City of Port Lavaca (“Recipient”)
202 N. Virginia Street
Port Lavaca, TX 77979**

Contract Budget

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

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

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

Monthly

OR

Quarterly

ATTACHMENT C
INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

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

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust

Date of Invoice:

Recipient Name: City of Port Lavaca

Contract #: 084

Contract Amount: \$ 16,250.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: \$

Is this a final payment application?

Y N

INVOICE RECAP*

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

Remittance Address: City of Port Lavaca, 202 N. Virginia Street, Port Lavaca, TX 77979

Name of Payment Contact Person and contact information: JoAnna P. Weaver, P.E., Interim City Manager

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

Signature and Title of Authorized Representative

Date Signed

Print Name and Title of Authorized Representative

For Office Use Only

COMMUNICATION

SUBJECT: Consider authorizing the Mayor to sign closing documents for property being acquired by the City of Port Lavaca using grant funds known as 2.42 acres, more or less, in the Kitchen Subdivision. Presenter is Jody Weaver

INFORMATION:



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Estate of Walter Kitchens

Address: 8360 E Decca St, Long Beach CA 90808

Phone: _____ E-mail: _____

Mobile: _____ Fax or Other: _____

Buyer: City of Port Lavaca
City Manager -JoAnna P. Weaver

Address: _____

Phone: _____ E-mail: jweaver@portlavaca.org

Mobile: _____ Fax or Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Calhoun County, Texas at A0035 MAXIMO SANCHEZ, TRACT PT 8 KITCHEN S/D, ACRES 2.42 (address) and that is legally described on the attached Exhibit _____ or as follows:

- B. Seller will sell and convey the Property together with:
 - (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing\$250,000

(2) Sum of all financing described in Paragraph 4\$

(3) Sales price (sum of 3A(1) and 3A(2))\$250,000.00

Initial boxes for Seller

Initial box for Buyer with signature

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$_____ per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than 15% of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$_____. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$_____.
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$_____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$5000.00 as earnest money with McKnight Title (title company) 600 N Carroll Ave, Suite 150 TX 76092 (address) Brittany Dowdy (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$_____ with the title company to be made part of the earnest money on or before:
 (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

[Signature Box]

[Signature Box]

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 25 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 7 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party 0 _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy

at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of NA days by delivering \$ NA to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: (Check all that apply.)

(a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

(d) copies property tax statements for the Property for the previous 2 calendar years;

(e) plats of the Property;

(f) copies of current utility capacity letters from the Property's water and sewer service provider; and

(g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Wofford Realty

Cooperating Broker: RE/MAX Land & Homes on the Bay

Agent: Monica Delahoussaye-Wofford

Agent: Dallas Franklin

Address: 7952 Davis Blvd #100 North Richland Hills, TX 76182

Address: 618 N Virginia, Port Lavaca TX 77979

Phone & Fax: 817-781-7793

Phone & Fax: 361-552-5200

E-mail: monica@woffordrealty.com

E-mail: dallas@dallasfranklin.net

License No.: _____

License No.: 571024

- Principal Broker: *(Check only one box)*
- represents Seller only.
 - represents Buyer only.
 - is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

3 % of the sales price.

_____.

Cooperating Broker a total cash fee of:

3 % of the sales price.

_____.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 45 days after the expiration of the feasibility period.
- _____ *(specific date).*
- _____.

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.



- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.

- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
 - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except

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for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue, or
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall

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not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the

(TXR-1802) 07-08-22

Initialed for Identification by Seller

and Buyer:




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execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

_____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on 01/14/2025, the offer will lapse and become null and void.



READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: _____ **Buyer:** _____

By: _____ By: _____

By (signature):

Printed Name: Estate of Walter Kitchens

Title: _____

By (signature): *JoAnna P. Weaver* dotloop verified
01/10/25 5:32 PM CST
YCS1-NBSJ-NJW-EZLA

Printed Name: JoAnna P. Weaver

Title: City Manager

By: _____ By: _____

By (signature):

Printed Name: _____

Title: _____

By (signature):

Printed Name: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____
(Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to
Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's
fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for
compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

Email: _____ Email: _____

Seller's attorney requests copies of
documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller

Buyer's attorney requests copies of
documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$5,000.00 in the form of _____ on _____.

Title company: McKnight Title Address: 600 N Carroll Ave, Suite 150 TX 76092

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.



AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:


- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

RE/MAX Land & Homes on the Bay Licensed Broker /Broker Firm Name or Primary Assumed Business Name	9014991 License No.	dallas@dallasfranklin.net Email	361.552.5200 Phone
Dallas Franklin Designated Broker of Firm	571024 License No.	dallas@dallasfranklin.net Email	361.230.2267 Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone





 Buyer/Tenant/Seller/Landlord Initials



 Date

Property Details

Account		
Property ID:	32090	Geographic ID: A0035-00000-0440-00
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:		
Map ID:	A0035-00150-0001-00	Mapsco:
Legal Description:	A0035 MAXIMO SANCHEZ, TRACT PT 8 KITCHEN S/D, ACRES 2.42	
Abstract/Subdivision:	A0035	
Neighborhood:	(1600) PORT LAVACA TOWN	
Owner ⓘ		
Owner ID:	32090	
Name:	KITCHEN WALTER (ESTATE)	
Agent:		
Mailing Address:	C/O L C KITCHEN 8360 E DECCA ST LONG BEACH, CA 90808	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Section VIII. Item #8.

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$200,810 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$200,810 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$200,810 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Assessed Value:	\$200,810
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: KITCHEN WALTER (ESTATE)



Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Section VIII. Item #8.
						Ceiling
G05	CALHOUN COUNTY	0.622200	\$200,810	\$200,810	\$1,249.44	
NV6	CALHOUN PORT AUTHORITY	0.000600	\$200,810	\$200,810	\$1.20	
S01	CALHOUN COUNTY ISD	0.754800	\$200,810	\$200,810	\$1,515.71	
C04	CITY OF PORT LAVACA	0.800000	\$200,810	\$200,810	\$1,606.48	
FML	FARM TO MARKET & LATERAL ROAD	0.000000	\$200,810	\$200,810	\$0.00	
CAD	CALHOUN COUNTY APPRAISAL DISTRICT	0.000000	\$200,810	\$200,810	\$0.00	
GWD	CALHOUN COUNTY GROUNDWATER CONSERVATION DISTRICT	0.006800	\$200,810	\$200,810	\$13.66	

Total Tax Rate: 2.184400

Estimated Taxes With Exemptions: \$4,386.49

Estimated Taxes Without Exemptions: \$4,386.49



GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Be an informed seller or buyer. The following information may assist you during your real estate transaction.

ANNEXATION. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

COMPENSATION. Compensation means any commission, fee, or other valuable consideration for real estate brokerage services provided by a broker or agent. Broker compensation is not set by law and is fully negotiable. There are many different compensation models brokers may use including commission, flat fee, hourly fee, and fees for specific tasks. Buyer may pay their broker directly, or seller or listing broker may offer to pay buyer's expenses, which can include broker fees.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

PERMITS. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

PROPERTY VALUES. The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which

provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access <https://publicsite.dps.texas.gov/SexOffenderRegistry>. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If the purchase price is based on on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

SURVEILLANCE. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will

be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

TIDE WATERS. If the property adjoins any of the state’s tidal waters, the seller will provide the buyer with a prescribed notice titled, “Addendum for Coastal Area Notice” (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, “Addendum for Property Located Seaward of the Gulf Intracoastal Waterway” (TXR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

UTILITIES. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer’s needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

WATER WELLS. If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

OTHER.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

RE/MAX Land & Homes on the Bay
Broker’s Printed Name

Jolanna P. Weaver
Buyer/Seller Date
dotloop verified
01/10/25 5:32 PM CST
F33Y-PUHR-7ZFM-S7RN

By: *Dallas Franklin*
Broker’s Associate’s Signature Date
dotloop verified
01/08/25 2:32 PM CST
IBBE-1SHO-2PGD-CYIW

Buyer/Seller Date

COMMUNICATION

SUBJECT: Consider Resolution No. R-021025-1E of the City of Port Lavaca for a revision of the Early Voting schedule in accordance with the Secretary of State's revised election calendar for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorizing the Mayor's signature. Presenter is Mandy Grant

INFORMATION:

RESOLUTION NO. R-021025-1E

RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS, FOR A REVISION OF THE EARLY VOTING SCHEDULE IN ACCORDANCE WITH THE SECRETARY OF STATE’S REVISED ELECTION CALENDAR FOR THE CITY OF PORT LAVACA GENERAL OFFICERS ELECTION HELD ON THE UNIFORM DATE OF MAY 03, 2025 AND AUTHORIZING THE MAYOR’S SIGNATURE

WHEREAS, on January 13, 2025, the City Council of the City of Port Lavaca, Texas, approved Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on May 03, 2025; and

WHEREAS, the calendar for early voting from the Secretary of State's website indicated the first day of early voting would be Monday, April 21, 2025; and

WHEREAS, the Secretary of State’s election calendar has been revised and early voting will start on Tuesday, April 22, 2025 due to Monday, April 21, 2025 being observed as San Jacinto Holiday.

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

SECTION 1. THAT, the first day of Early Voting shall be revised and conducted in accordance with the Secretary of State’s election calendar during the following schedule:

Tuesday	April	22,	2025	from	7:00	a.m.	to	7:00	p.m.
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SECTION 2. THAT, should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 3. THAT, this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 10th day February, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

CITY OF PORT LAVACA

CC MEETING: February 10, 2025

DATE: 01-31-25

TO: Jody Weaver, Interim City Manager
cc: Honorable Mayor And City Council Members

FROM: Mandy Grant, City Secretary

SUBJECT: Resolution No. R-021025-1E for a revision of Early Voting schedule in accordance with the Secretary of State’s revised election calendar for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorizing the Mayor’s signature

BACKGROUND:

On January 13, 2025, the Council approved Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on May 03, 2025.

Staff used the calendar for early voting from the Secretary of State's (SOS) website which indicated the first day of early voting would be Monday, April 21, 2025.

Since then, it has come to staff’s attention that the SOS calendar has been revised and early voting will start on Tuesday, April 22, 2025 due to Monday, April 21, 2025 being observed as San Jacinto Holiday.

Staff has spoken with SOS Legal Department and they have confirmed that their calendar was revised and they did not send out any notification as to the change. They said it was considered a clerical error and would leave it up to cities if they wanted to take back to Council to correct the early voting schedule.

In consultation with City Attorney Odefey, she advised to have the schedule revised by resolution.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-021025-1E.

ATTACHMENTS:

Resolution No. R-021025-1E

COMMUNICATION

SUBJECT: Consider recommendation of the Port Commission to award a Construction Contract to Derrick Construction in the amount of \$445,162.00 for the Nautical Landings Boat Ramp Breakwater Repair. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** ____

DATE: 1.24.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER RECOMMENDATION OF THE PORT COMMISSION TO AWARD A CONSTRUCTION CONTRACT TO DERRICK CONSTRUCTION IN THE AMOUNT OF \$445,162.00 FOR THE NAUTICAL LANDINGS BOAT RAMP BREAKWATER REPAIR**

Background:

We received bids for the Nautical Landings Breakwater Repair on January 15. Three (3) bids were received as indicated on the attached bid tabulation. The Low Bidder is Derrick Construction with a bid of \$445,162.00 and 90-day construction time to substantial completion.

Financial Implication:

There is budgeted a total of \$167,000 as match to a 500,000 Texas Parks & Wildlife (TPWL) grant, for a total of \$667,000, so there are available funds to award the project.

Understand that the TPWL project is a 75/25 reimbursable grant. So, if the final contract amount is \$445,162, then the grant dollars would be \$333,871.50 and our match will be \$111,290.50.

Recommendation:

The Port Commission concurs with staff and Urban Engineering and recommends to City Council to award of a construction contract to Derrick Construction in the amount of \$445,162.00.

January 16, 2025

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

RE: Recommendation of Award
U.E. Job No. E21872.04
Nautical Landings Marina Boat Ramp Breakwater Repair
Port Lavaca, Texas

Dear Ms. Weaver:

On January 15, 2025 at 2:30 p.m., public bids were opened for the Nautical Landings Marina Boat Ramp Breakwater Repair. The following bids were received:

Bidder	Total Base Bid	Calendar Days to Substantial Completion
Derrick Construction Company, Inc.	\$445,162.00	90
Shirley & Sons Construction Co., Inc.	\$495,320.00	90
J&S Contractors, Inc.	\$545,099.94	150

I recommend that the contract for the aforementioned project be awarded to Derrick Construction Company, Inc. for the Total Base Bid. (See attached Bid Tabulation)

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

Sincerely,



Matt A. Glaze, P.E.
Vice President

MAG/dmf

Attachment

BID TABULATION									
NAUTICAL LANDINGS MARINA BOAT RAMP BREAKWATER REPAIR									
PORT LAVACA, TEXAS									
BID OPENING: JANUARY 15, 2025									
				Derrick Construction Company, Inc.		Shirley & Sons Construction Co., Inc.		J&S Contractors, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
GENERAL									
1.	Mobilization, Insurance and Bonds	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 60,000.00	\$ 60,000.00	\$ 58,992.00	\$ 58,992.00
2.	Temporary Project Sign	1	LS	\$ 1,727.00	\$ 1,727.00	\$ 1,000.00	\$ 1,000.00	\$ 2,319.50	\$ 2,319.50
3.	Permanent Project Sign	2	LS	\$ 400.00	\$ 800.00	\$ 2,000.00	\$ 4,000.00	\$ 343.84	\$ 687.68
4.	Construction Staking	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
TOTAL GENERAL					\$ 21,027.00		\$ 70,000.00		\$ 61,999.18
IMPROVEMENTS									
5.	Remove Existing Timber Breakwater	1	LS	\$ 58,700.00	\$ 58,700.00	\$ 100,000.00	\$ 100,000.00	\$ 43,342.60	\$ 43,342.60
6.	Construct Timber Breakwater (Type A)	92	LF	\$ 1,855.00	\$ 170,660.00	\$ 1,660.00	\$ 152,720.00	\$ 2,413.48	\$ 222,040.16
7.	Construct Timber Breakwater (Type B)	40	LF	\$ 1,855.00	\$ 74,200.00	\$ 1,650.00	\$ 66,000.00	\$ 2,215.31	\$ 88,612.40
8.	Construct Timber Breakwater (Type C)	65	LF	\$ 1,855.00	\$ 120,575.00	\$ 1,640.00	\$ 106,600.00	\$ 1,986.24	\$ 129,105.60
TOTAL IMPROVEMENTS					\$ 424,135.00		\$ 425,320.00		\$ 483,100.76
TOTAL BASE BID					\$ 445,162.00		\$ 495,320.00		\$ 545,099.94
CALENDAR DAYS TO SUBSTANTIAL COMPLETION					90		90		150

COMMUNICATION

SUBJECT: Consider Change Order No. 1 to the Independence Drive Reconstruction project.
Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** ____

DATE: 2.03.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: **CONSIDER APPROVAL OF CHANGE ORDER NO. 1 TO THE INDEPENDENCE DRIVE RECONSTRUCTION PROJECT**

Background:

The attached proposed Change Order No. 1 is a NET INCREASE of \$21,675.00 to the total construction contract.

This Change Order includes the following changes:

- As you recall, we were unable to secure the additional 25 ft drainage easement from Half League to Sandcrab, so the change order reflects needed changes to the drainage design as a result.
- CCISD is in the process of constructing a new baseball field parking lot and this change order includes changes to the drainage that are needed to coordinate with this work.
- Lester Contracting encountered a conflict with the actual location of the 12” waterline and the headwall of the new drainage boxes under Independence at the ditch which drains to next to Sonic. An additional cost of \$12,690 is needed to realign the 12” waterline to avoid the conflict.
- A 6 ft sidewalk is added to behind the curb on the north side of Independence from Virginia St. to the entrance to Villa Apartments. This provides a safe route for kids living in these apartments to walk to CHS by walking to Virginia St., crossing the street and then using the shared use path on the south side of Independence. This additional cost is \$43,000.00.

For future reference, it would cost about \$154,000 to continue this 6 ft wide sidewalk all the way to Sandcrab Blvd. This additional length of sidewalk was not discussed when Council expressed interest in a sidewalk on the north side from the apartments to Virginia, but staff has been discussing this since it’s likely that pedestrians from the Villa apartments may tend to jaywalk across Independence instead of going to the crosswalk at Virginia to walk to CHS. This is something we can add in a later change order for consideration if Council would like.

Financial Implication:

Because there are some savings realized in the drainage revisions west of Sandcrab, the NET INCREASE to the contract for the above mentioned scope is \$21,675.00

Recommendation:

Approve CO 1 to the Independence Drive Reconstruction project.

Attachment: Change Order No. 1 to the Independence Drive Reconstruction Project



CITY OF PORT LAVACA

202 N. VIRGINIA, PORT LAVACA, TX 77979

CHANGE ORDER # 1

Project	Independence Drive Reconstruction Project	
Contractor	Lester Contracting, Inc.	Owner: City of Port Lavaca

Reason for Change Order: Addition of Sidewalk from apartments to Virginia St., drainage revisions due to removal of drainage easement from Half League Rd. to Sandcrab Blvd. and new baseball field parking lot, and existing water line conflict with new wingwall for box culvert.

Description: See attached spreadsheet.

Original Contract	<u>\$4,656,880.12</u>		Original Contract	<u>\$4,656,880.12</u>	
Additions To Date	<u>\$ 0</u>	This Add	<u>\$58,735.00</u>	Total Add	<u>\$58,735.00</u>
Deductions To Date	<u>\$ 0</u>	This Deduct	<u>\$-37,060.00</u>	Total Deduct	<u>\$-37,060.00</u>
Contract To Date	<u>\$4,656,880.12</u>		New Contract Amount	<u>\$4,678,555.12</u>	


Original Contract Period	<u>540</u>	This Extension	<u>n/a</u>
	Calendar Days		Calendar Days
Extensions to Date	<u>n/a</u>	New Contract	<u>540</u>
	Calendar Days	Period	Calendar Days

APPROVED BY:

 Jody Weaver, P.E.
 City Manager/City Engineer

 Date Approved

RECOMMENDED BY CONSULTANT:



 Randy P. Janak, P.E.
 CivilCorp, LLC

ACCEPTED BY CONTRACTOR:



 Lester Contracting, Inc.

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Lester Contracting		CHANGE ORDER No. 1			
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	QUANTITY	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	DIFFERENCE
Base Bid										
1	104	Remove Concrete (Driveway), Complete	663	SY	\$ 20.00	\$ 13,260.00	663	\$ 20.00	\$ 13,260.00	
2	104	Remove Concrete (Curb & Gutter), Complete	48	LF	\$ 12.00	\$ 576.00	48	\$ 12.00	\$ 576.00	
3	110	Excavation (Roadway), Complete	6233	CY	\$ 30.00	\$ 186,990.00	6233	\$ 30.00	\$ 186,990.00	
4	110	Excavation (Channel), Complete	1257	CY	\$ 25.00	\$ 31,425.00	1257	\$ 25.00	\$ 31,425.00	
5	132	Embankment (Final)(Roadway)(Dens Cont)(Ty C), Complete in Place	3317	CY	\$ 30.00	\$ 99,510.00	3317	\$ 30.00	\$ 99,510.00	
6	132	Embankment (Final)(Channel)(Dens Cont)(Ty C), Complete in Place	159	CY	\$ 20.00	\$ 3,180.00	159	\$ 20.00	\$ 3,180.00	
7	164	Cell Fiber Mulch Seeding	13821	SY	\$ 1.00	\$ 13,821.00	13396	\$ 1.00	\$ 13,396.00	-\$425.00
8	168	Vegetative Watering	333	MG	\$ 75.00	\$ 24,975.00	333	\$ 75.00	\$ 24,975.00	
9	247	Flex Base (Ty A Gr 1-2) 10", Complete in Place	3549	CY	\$ 150.00	\$ 532,350.00	3549	\$ 150.00	\$ 532,350.00	
10	260	Lime Treat Subgrade (8"), Complete in Place	13820	SY	\$ 12.00	\$ 165,840.00	13820	\$ 12.00	\$ 165,840.00	
11	316	Asphalt RC-250, Complete in Place	2945	GAL	\$ 8.00	\$ 23,560.00	2945	\$ 8.00	\$ 23,560.00	
12	316	Asphalt (AC-15P or CRS-2P), Complete in Place	4530	GAL	\$ 7.75	\$ 35,107.50	4530	\$ 7.75	\$ 35,107.50	
13	316	Aggregate Material (Ty B Gr 5)(Underseal) Complete in Place	94	CY	\$ 530.00	\$ 49,820.00	94	\$ 530.00	\$ 49,820.00	
14	316	Aggregate Material (Ty PE Gr 3 SAC-B)(Seal Coat) Complete in Place	113	CY	\$ 500.00	\$ 56,500.00	113	\$ 500.00	\$ 56,500.00	
15		Geogrid (Tensor HX 5.5 or equivalent) Complete in Place	13821	SY	\$ 3.75	\$ 51,828.75	13821	\$ 3.75	\$ 51,828.75	
16	340	D-Gr HMA (SQ) Ty D (SAC-B)(PG64-22)(Surf)(2"), Complete in Place	1246	TON	\$ 210.00	\$ 261,660.00	1246	\$ 210.00	\$ 261,660.00	
17	432	Riprap (Conc)(Cl B)(4")	69	CY	\$ 870.00	\$ 60,030.00	72.5	\$ 870.00	\$ 63,075.00	\$3,045.00
18	432	Riprap (Stone)(Common)(Dry)(12")	286	CY	\$ 265.00	\$ 75,790.00	286	\$ 265.00	\$ 75,790.00	
19	450	Ty PR11 Pedestrian Rail	85.8	LF	\$ 280.00	\$ 24,024.00	85.8	\$ 280.00	\$ 24,024.00	
20	462	Conc Box Culv (5'x2')(SCP-5)	129	LF	\$ 1,130.00	\$ 145,770.00	129	\$ 1,130.00	\$ 145,770.00	
21	462	Conc Box Culv (6'x2')(SCP-6)	124	LF	\$ 1,315.00	\$ 163,060.00	124	\$ 1,315.00	\$ 163,060.00	
22	464	RC Pipe (Cl III) or ADS HP Storm Dual Wall Pipe (12")(Traffic) Including Cement Stabilized Sand Backfill, Complete in Place	3	LF	\$ 320.00	\$ 960.00	3	\$ 320.00	\$ 960.00	
23	464	RC Pipe (Cl III) or ADS HP Storm Dual Wall Pipe (15")(Traffic) Including Cement Stabilized Sand Backfill, Complete in Place	173	LF	\$ 100.00	\$ 17,300.00	173	\$ 100.00	\$ 17,300.00	
24	464	RC Pipe (Cl III) or ADS HP Storm Dual Wall Pipe (18")(Traffic) Including Cement Stabilized Sand Backfill, Complete in Place	627	LF	\$ 120.00	\$ 75,240.00	627	\$ 120.00	\$ 75,240.00	
25	464	RC Pipe (Cl III) or ADS HP Storm Dual Wall (30")(Traffic) Including Cement Stabilized Sand Backfill, Complete in Place	141	LF	\$ 200.00	\$ 28,200.00	141	\$ 200.00	\$ 28,200.00	
26	4122	HDPE Dual Wall WT Pipe (15") Including Cem Stabilized Backfill, Complete in Place	13	LF	\$ 100.00	\$ 1,300.00	13	\$ 100.00	\$ 1,300.00	
27	4122	HDPE Dual Wall WT Pipe (18") Including Cem Stabilized Backfill, Complete in Place	21	LF	\$ 100.00	\$ 2,100.00	21	\$ 100.00	\$ 2,100.00	
28	4122	HDPE Dual Wall WT Pipe (24") Including Cem Stabilized Backfill, Complete in Place	1832	LF	\$ 115.00	\$ 210,680.00	1832	\$ 115.00	\$ 210,680.00	
29	465	Curb Inlet (5'x3') PCO w/ 5'x3' PB (Including Cement Stabilized Backfill), Complete in Place	7	EA	\$ 7,500.00	\$ 52,500.00	7	\$ 7,500.00	\$ 52,500.00	
30	465	Curb Inlet (5'x3') PCO w/ 5'x3' PB (8"x5' Backslot)(Including Cement Stabilized Backfill), Complete in Place	1	EA	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00	\$ 8,500.00	
31	465	Curb Inlet (5'x3') PCO Riser Type w/ 5'x3' Riser (Including Cement Stabilized Backfill), Complete in Place	4	EA	\$ 8,000.00	\$ 32,000.00	4	\$ 8,000.00	\$ 32,000.00	
32	465	Junction Box (3'x3')(PB) w/ 3'x3' Riser (RH), Complete in Place	1	EA	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00	
33	465	Junction Box (4'x4')(PB) w/ 4'x4' Riser (RH), Complete in Place	1	EA	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ 7,500.00	
34	465	Junction Box (5'x4')(PB) w/ 5'x4' Riser (RH), Complete in Place	1	EA	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00	\$ 8,500.00	
35	465	Grate Inlet (PAZD)(Style RJ)(3'x3')(PB) w/ 3'x3' Riser (RH), Complete in Place	1	EA	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00	
36	466	Wingwall (PW-1)(HW=4)	4	EA	\$ 15,000.00	\$ 60,000.00	4	\$ 15,000.00	\$ 60,000.00	
37	467	SET (Ty II)(12")(RCP)(3:1)(C)	1	EA	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	
38	467	SET (Ty II)(15")(HDPE)(3:1)(C)	1	EA	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	
39	467	SET (Ty II)(15")(RCP)(6:1)(P)	10	EA	\$ 1,900.00	\$ 19,000.00	10	\$ 1,900.00	\$ 19,000.00	
40	467	SET (Ty II)(18")(HDPE)(3:1)(C)	3	EA	\$ 1,750.00	\$ 5,250.00	3	\$ 1,750.00	\$ 5,250.00	
41	467	SET (Ty II)(18")(RCP)(6:1)(P)	2	EA	\$ 1,890.00	\$ 3,780.00	2	\$ 1,890.00	\$ 3,780.00	
42	467	SET (Ty II)(24")(HDPE)(6:1)(P)	2	EA	\$ 2,700.00	\$ 5,400.00	2	\$ 2,700.00	\$ 5,400.00	
43	467	SET (Ty II)(30")(RCP)(3:1)(P)	1	EA	\$ 3,250.00	\$ 3,250.00	1	\$ 3,250.00	\$ 3,250.00	
44	467	SET (Ty II)(30")(RCP)(6:1)(P)	4	EA	\$ 4,700.00	\$ 18,800.00	4	\$ 4,700.00	\$ 18,800.00	
45	496	Remov Ex 12" RCP Pipe	128	LF	\$ 10.00	\$ 1,280.00	128	\$ 10.00	\$ 1,280.00	
46	496	Remov Ex 15" RCP Pipe	281	LF	\$ 12.00	\$ 3,372.00	281	\$ 12.00	\$ 3,372.00	
47	496	Remov Ex 15" CMP Pipe	9	LF	\$ 38.00	\$ 342.00	9	\$ 38.00	\$ 342.00	
48	496	Remov Ex 18" RCP Pipe	40	LF	\$ 25.00	\$ 1,000.00	40	\$ 25.00	\$ 1,000.00	
49	496	Remov Ex 18" CPP Pipe	93	LF	\$ 18.00	\$ 1,674.00	93	\$ 18.00	\$ 1,674.00	
50	496	Remov Ex 18" CMP Pipe	273	LF	\$ 13.00	\$ 3,549.00	273	\$ 13.00	\$ 3,549.00	
51	496	Remov Ex 24" CPP Pipe	38	LF	\$ 18.50	\$ 703.00	38	\$ 18.50	\$ 703.00	
52	496	Remov Ex 30" RCP Pipe	54	LF	\$ 19.50	\$ 1,053.00	54	\$ 19.50	\$ 1,053.00	
53	496	Remov Ex 36" CMP Pipe	104	LF	\$ 16.75	\$ 1,742.00	104	\$ 16.75	\$ 1,742.00	

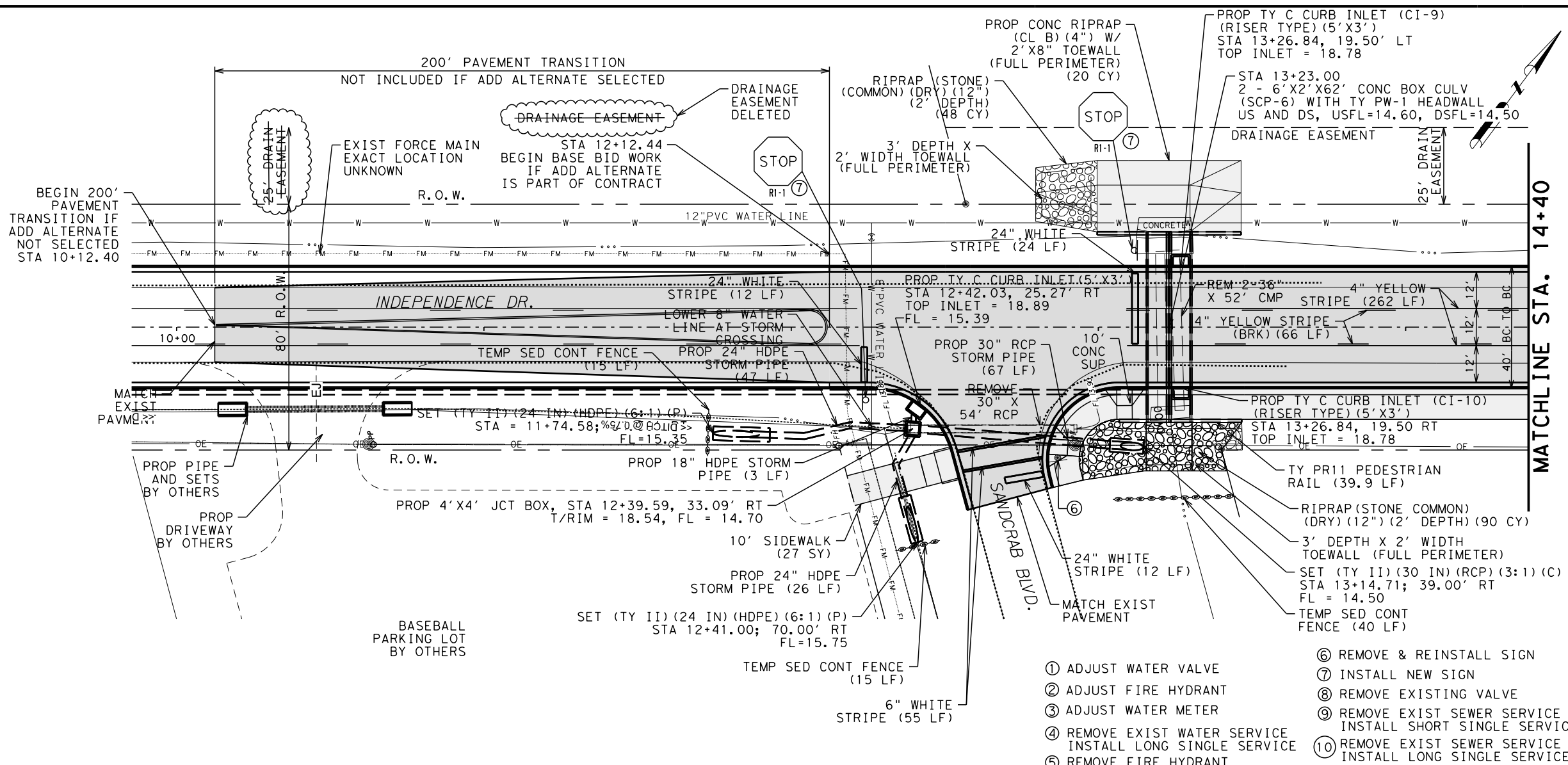
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Lester Contracting		CHANGE ORDER No. 1			DIFFERENCE
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	QUANTITY	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	
54	496	Remov Struct (Inlet)	1	EA	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00	
55	500	Mobilization	1	LS	\$ 300,000.00	\$ 300,000.00	1	\$ 300,000.00	\$ 300,000.00	
56	502	Barricades, Signs and Traffic Handling	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00	
57	506	Temporary Sediment Control Fence, Complete in Place	372	LF	\$ 5.00	\$ 1,860.00	372	\$ 5.00	\$ 1,860.00	
58	506	Temporary Sediment Control Fence (Remove), Complete in Place	372	LF	\$ 1.00	\$ 372.00	372	\$ 1.00	\$ 372.00	
58A	506	Storm Water Pollution Prevention Plan Preparation, Implementation, and Maintenance	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	
59	508	Construct Detour	2033	SY	\$ 40.00	\$ 81,320.00	2033	\$ 40.00	\$ 81,320.00	
60	529	Concrete Curb & Gutter (Ty II), Complete in Place	5620	LF	\$ 38.00	\$ 213,560.00	5620	\$ 38.00	\$ 213,560.00	
61	529	Concrete Curb & Gutter (Mono)(Ty II)(6"), Complete in Place	161	LF	\$ 25.00	\$ 4,025.00	161	\$ 25.00	\$ 4,025.00	
62	530	Concrete Driveways (6"), Complete in Place	662	SY	\$ 135.00	\$ 89,370.00	662	\$ 135.00	\$ 89,370.00	
63	531	Concrete Sidewalk (5"), Complete in Place	2901	SY	\$ 100.00	\$ 290,100.00	3331	\$ 100.00	\$ 333,100.00	\$43,000.00
64	531	Curb Ramp Ty 1, Complete in Place	5	EA	\$ 5,000.00	\$ 25,000.00	5	\$ 5,000.00	\$ 25,000.00	
65	531	Curb Ramp Ty 7, Complete in Place	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	
66	644	Install Sign Sup & Assm (TY 10)(BWG)(1)SA(P) - R1-1	2	EA	\$ 1,760.00	\$ 3,520.00	2	\$ 1,760.00	\$ 3,520.00	
67	644	Install Project Sign	2	EA	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	
68	644	Remove and Relocate Sign Sup & Assm (TY 10)(BWG)(1)SA(P)	3	EA	\$ 900.00	\$ 2,700.00	3	\$ 900.00	\$ 2,700.00	
69	662	Work Zone Pav Mark (Non-Remov)(TY I)(Y)(4")(SLD)(090 MIL)	3660	LF	\$ 2.15	\$ 7,869.00	3660	\$ 2.15	\$ 7,869.00	
70	666	Refl Pav Mark Ty I (Y)4"(SLD)(090 MIL)	6190	LF	\$ 2.15	\$ 13,308.50	6190	\$ 2.15	\$ 13,308.50	
71	666	Refl Pav Mark Ty I (Y)4"(BRK)(090 MIL)	1338	LF	\$ 2.15	\$ 2,876.70	1338	\$ 2.15	\$ 2,876.70	
72	666	Refl Pav Mark Ty I (W)6"(SLD)(090 MIL)	55	LF	\$ 3.75	\$ 206.25	55	\$ 3.75	\$ 206.25	
73	668	Prefab Pav Mark Ty C (W)24"(SLD)	70	LF	\$ 18.25	\$ 1,277.50	70	\$ 18.25	\$ 1,277.50	
74	2660	3" Water Main Lowering at Storm Crossing, as Directed by Engineer	2	EA	\$ 3,500.00	\$ 7,000.00	2	\$ 3,500.00	\$ 7,000.00	
75	2660	6" Water Main Lowering at Storm Crossing, as Directed by Engineer	3	EA	\$ 4,500.00	\$ 13,500.00	3	\$ 4,500.00	\$ 13,500.00	
76	2660	8" Water Main Lowering at Storm Crossing, as Directed by Engineer	1	EA	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	\$ 7,000.00	
77	2660	12"X8" Tapping Sleeve and Valve	3	EA	\$ 7,500.00	\$ 22,500.00	3	\$ 7,500.00	\$ 22,500.00	
78	2660	PVC (8") C900	216	LF	\$ 75.00	\$ 16,200.00	216	\$ 75.00	\$ 16,200.00	
79	2660	Plug PVC (8") C900	3	EA	\$ 560.00	\$ 1,680.00	3	\$ 560.00	\$ 1,680.00	
80	2730	Install SS Pipe (8")(SDR 26)((D3034)(Non-Traffic)(0'-8' Depth)	136	LF	\$ 75.00	\$ 10,200.00	136	\$ 75.00	\$ 10,200.00	
81	2730	Install 48" Dia Sanitary Sewer Fiberglass Manhole	2	EA	\$ 8,500.00	\$ 17,000.00	2	\$ 8,500.00	\$ 17,000.00	
82	2730	Plug PVC (8") SDR 26	1	EA	\$ 375.00	\$ 375.00	1	\$ 375.00	\$ 375.00	
83	2730	Adjust Sanitary Sewer Manhole to Grade	3	EA	\$ 2,500.00	\$ 7,500.00	3	\$ 2,500.00	\$ 7,500.00	
84	2730	Remov Sanitary Sewer Manhole	1	EA	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	
85	2730	Cut, Plug and Abandon 8" SS Line	1	EA	\$ 375.00	\$ 375.00	1	\$ 375.00	\$ 375.00	
86	2730	Force Main Lowering (2" or Less)(Match Exist Pipe Material)(Complete in Place)	100	LF	\$ 30.00	\$ 3,000.00	100	\$ 30.00	\$ 3,000.00	
87	2660	Lower 12" Water Line	0	LS	\$ -	\$ -	1	\$ 12,690.00	\$ 12,690.00	\$12,690.00
TOTAL									\$ 3,845,057.20	\$58,310.00
Add Alternate										
1	110	Excavation (Roadway), Complete	3240	CY	\$ 30.00	\$ 97,200.00	2629	\$ 30.00	\$ 78,870.00	-\$18,330.00
2	132	Embankment (Final)(Dens Cont)(Ty C), Complete in Place	1168	CY	\$ 30.00	\$ 35,040.00	652	\$ 30.00	\$ 19,560.00	-\$15,480.00
3	164	Cell Fiber Mulch Seeding	8581	SY	\$ 1.00	\$ 8,581.00	5756	\$ 1.00	\$ 5,756.00	-\$2,825.00
4	168	Vegetative Watering	90	MG	\$ 75.00	\$ 6,750.00	90	\$ 75.00	\$ 6,750.00	\$ -
5	247	Flex Base (Ty A Gr 1-2) 10", Complete in Place	1546	CY	\$ 150.00	\$ 231,900.00	1546	\$ 150.00	\$ 231,900.00	\$ -
6	260	Lime Treat Subgrade (8"), Complete in Place	6015	SY	\$ 12.00	\$ 72,180.00	6015	\$ 12.00	\$ 72,180.00	\$ -
7	316	Asphalt RC-250, Complete in Place	1283	GAL	\$ 6.00	\$ 7,698.00	1283	\$ 6.00	\$ 7,698.00	\$ -
8	316	Asphalt (AC-15P or CRS-2P), Complete in Place	1973	GAL	\$ 6.54	\$ 12,903.42	1973	\$ 6.54	\$ 12,903.42	\$ -
9	316	Aggregate Material (Ty B Gr 5)(Underseal) Complete in Place	41	CY	\$ 295.00	\$ 12,095.00	41	\$ 295.00	\$ 12,095.00	\$ -
10	316	Aggregate Material (Ty PE Gr 3 SAC-B)(Seal Coat) Complete in Place	49	CY	\$ 325.00	\$ 15,925.00	49	\$ 325.00	\$ 15,925.00	\$ -
11		Geogrid (Tensor InterAx or equivalent) Complete in Place	6015	SY	\$ 4.00	\$ 24,060.00	6015	\$ 4.00	\$ 24,060.00	\$ -
12	340	D-Gr HMA (SQ) Ty D (SAC-B)(PG64-22)(Surf)(2"), Complete in Place	543	TON	\$ 210.00	\$ 114,030.00	543	\$ 210.00	\$ 114,030.00	\$ -
13	464	RC Pipe (CI III)(18") Including Cement Stabilized Sand Backfill, Complete in Place	80	LF	\$ 120.00	\$ 9,600.00	80	\$ 120.00	\$ 9,600.00	\$ -
14	4122	HDPE Dual Wall WT Pipe (18") Including Cem Stabilized Backfill, Complete in Place	842	LF	\$ 100.00	\$ 84,200.00	842	\$ 100.00	\$ 84,200.00	\$ -
15	465	Curb Inlet (5'x3') PCO w/ 5'x3' PB (Including Cement Stabilized Backfill), Complete in Place	4	EA	\$ 7,500.00	\$ 30,000.00	4	\$ 7,500.00	\$ 30,000.00	\$ -
16	506	Temporary Sediment Control Fence, Complete in Place	120	LF	\$ 5.50	\$ 660.00	120	\$ 5.50	\$ 660.00	\$ -
17	506	Temporary Sediment Control Fence (Remove), Complete in Place	120	LF	\$ 1.75	\$ 210.00	120	\$ 1.75	\$ 210.00	\$ -

Bid Tabulations
Independence Drive Improvements Project

Section VIII. Item #11.

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Lester Contracting		CHANGE ORDER No. 1			
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	QUANTITY	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	DIFFERENCE
18	529	Concrete Curb & Gutter (Ty II), Complete in Place	2435	LF	\$ 40.00	\$ 97,400.00	2435	\$ 40.00	\$ 97,400.00	\$ -
19	644	Remove and Relocate Sign Sup & Assm (TY 10)(BWG)(1)SA(P)	2	EA	\$ 900.00	\$ 1,800.00	2	\$ 900.00	\$ 1,800.00	\$ -
20	666	Refl Pav Mark Ty I (Y)(4")(SLD)(090 MIL)	2364	LF	\$ 2.15	\$ 5,082.60	2364	\$ 2.15	\$ 5,082.60	\$ -
21	666	Refl Pav Mark Ty I (Y)(4")(BRK)(090 MIL)	591	LF	\$ 2.15	\$ 1,270.65	591	\$ 2.15	\$ 1,270.65	\$ -
22	668	Prefab Pav Mark Ty C (W)24"(SLD)	33	LF	\$ 18.25	\$ 602.25	33	\$ 18.25	\$ 602.25	\$ -
23	2660	Adjust Water Meter	1	EA	\$ 195.00	\$ 195.00	1	\$ 195.00	\$ 195.00	\$ -
24	2660	Adjust Fire Hydrant	1	EA	\$ 750.00	\$ 750.00	1	\$ 750.00	\$ 750.00	\$ -
TOTAL						\$ 870,132.92			\$ 833,497.92	-\$36,635.00
GRAND TOTAL BASE BID AND ADD ALTERNATE BID						\$ 4,656,880.12			\$ 4,678,555.12	\$21,675.00

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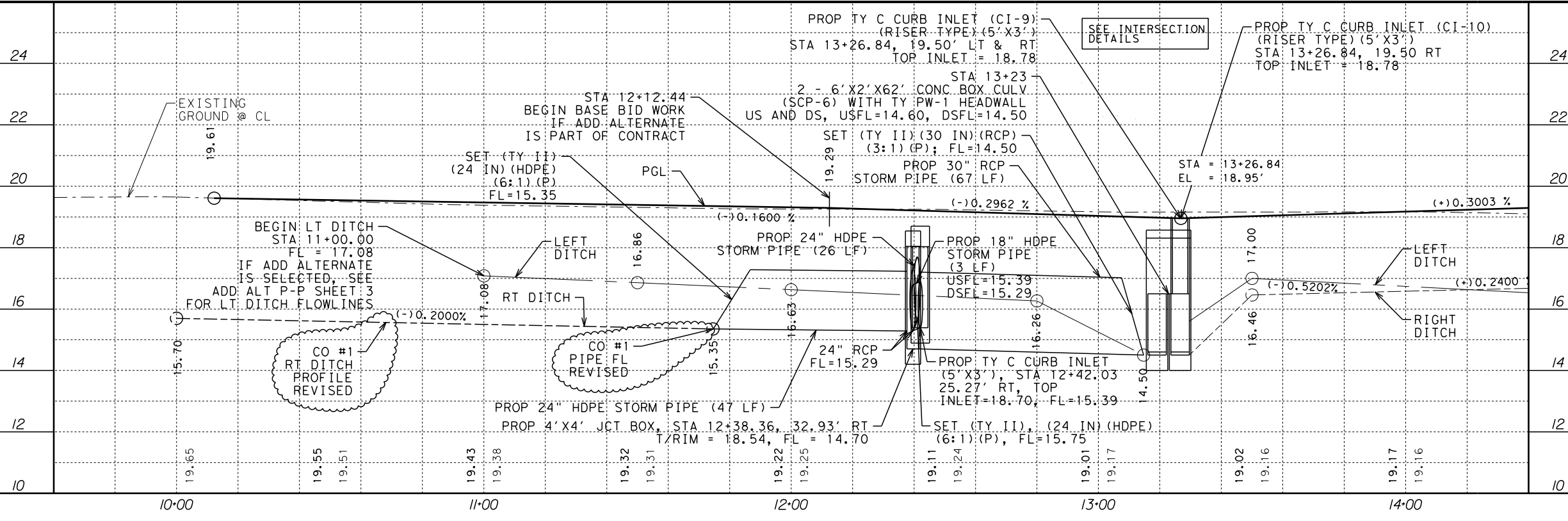


LEGEND

- FOC EXISTING
- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWSL EXISTING SANITARY SEWER LINE
- W EXISTING R.O.W./PROPERTY LINE
- W EXISTING WATER LINE
- UT EXISTING TELEPHONE LINE
- EXISTING DRAINAGE STRUCTURE
- EXISTING TOP OF DITCH
- EXISTING DITCH FLOWLINE
- FM EXISTING FORCE MAIN
- EXISTING SANITARY SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- PROPOSED PLUG
- PROPOSED WATER VALVE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE

NOTES:

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- FOR CURB INLETS, STA IS TO THE MIDDLE OF INLET AND OFFSET IS TO THE FACE OF CURB. FOR JUNCTION BOX, STA OFFSET AND ELEVATION IS TO CENTER OF BOX.



0 20' 40'

SCALE: 1" = 40' H
 1" = 4' V

CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/10/2025

CITY OF PORT LAVACA
 TEXAS

CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT**

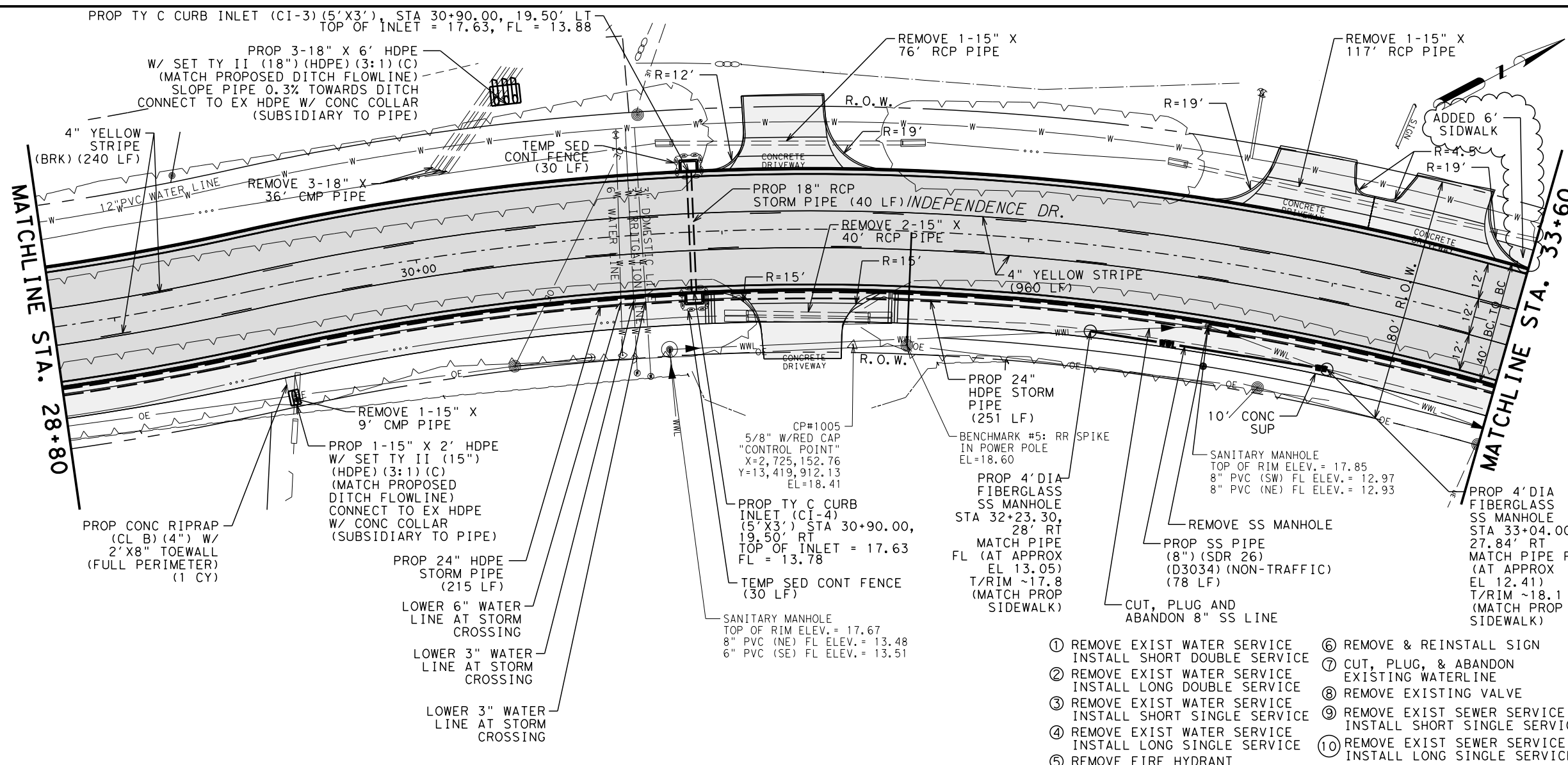
**INDEPENDENCE DRIVE
 ROADWAY PLAN/PROFILE**

BEGIN-STA. 10+00 TO STA. 14+40

SHEET 1 OF 7

PROJECT NO.	23-00-802	SHEET NO.	22
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	

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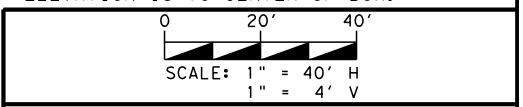
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- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
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- W EXISTING R.O.W./PROPERTY LINE
- W EXISTING WATER LINE
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- FM EXISTING FORCE MAIN
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- EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
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- PROPOSED WATER LINE
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- 1 REMOVE EXIST WATER SERVICE INSTALL SHORT DOUBLE SERVICE
- 2 REMOVE EXIST WATER SERVICE INSTALL LONG DOUBLE SERVICE
- 3 REMOVE EXIST WATER SERVICE INSTALL SHORT SINGLE SERVICE
- 4 REMOVE EXIST WATER SERVICE INSTALL LONG SINGLE SERVICE
- 5 REMOVE FIRE HYDRANT
- 6 REMOVE & REINSTALL SIGN
- 7 CUT, PLUG, & ABANDON EXISTING WATERLINE
- 8 REMOVE EXISTING VALVE
- 9 REMOVE EXIST SEWER SERVICE INSTALL SHORT SINGLE SERVICE
- 10 REMOVE EXIST SEWER SERVICE INSTALL LONG SINGLE SERVICE



CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/7/2025

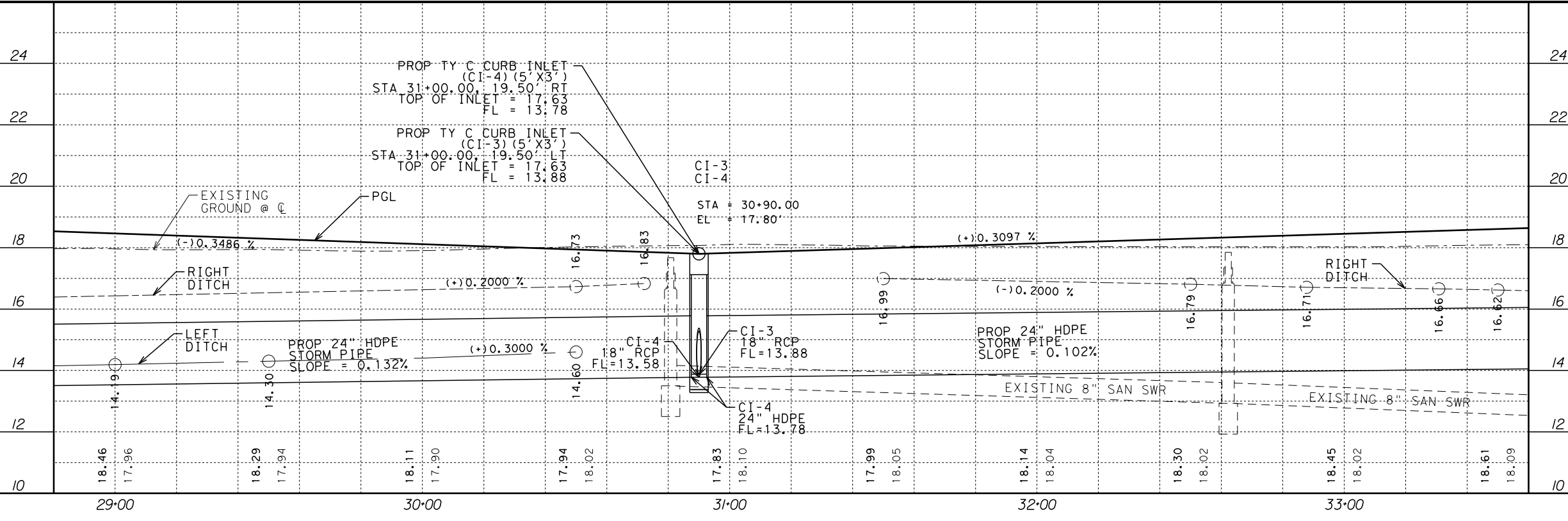
CITY OF PORT LAVACA
 TEXAS

CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

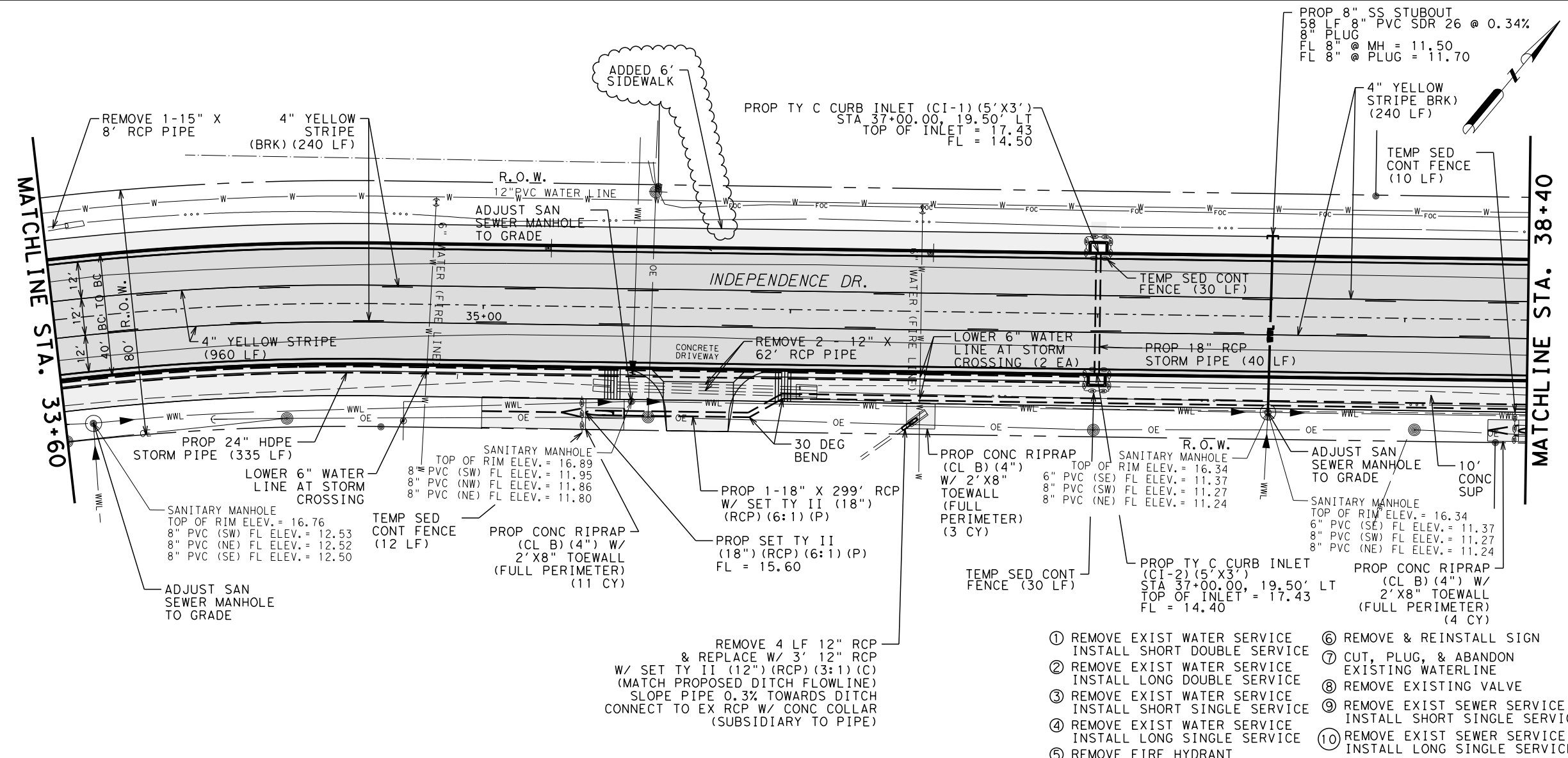
**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT
 INDEPENDENCE DRIVE
 ROADWAY PLAN/PROFILE
 STA. 28+80 TO STA. 33+60**

SHEET 5 OF 7

PROJECT NO.	23-00-802	SHEET NO.	26
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	



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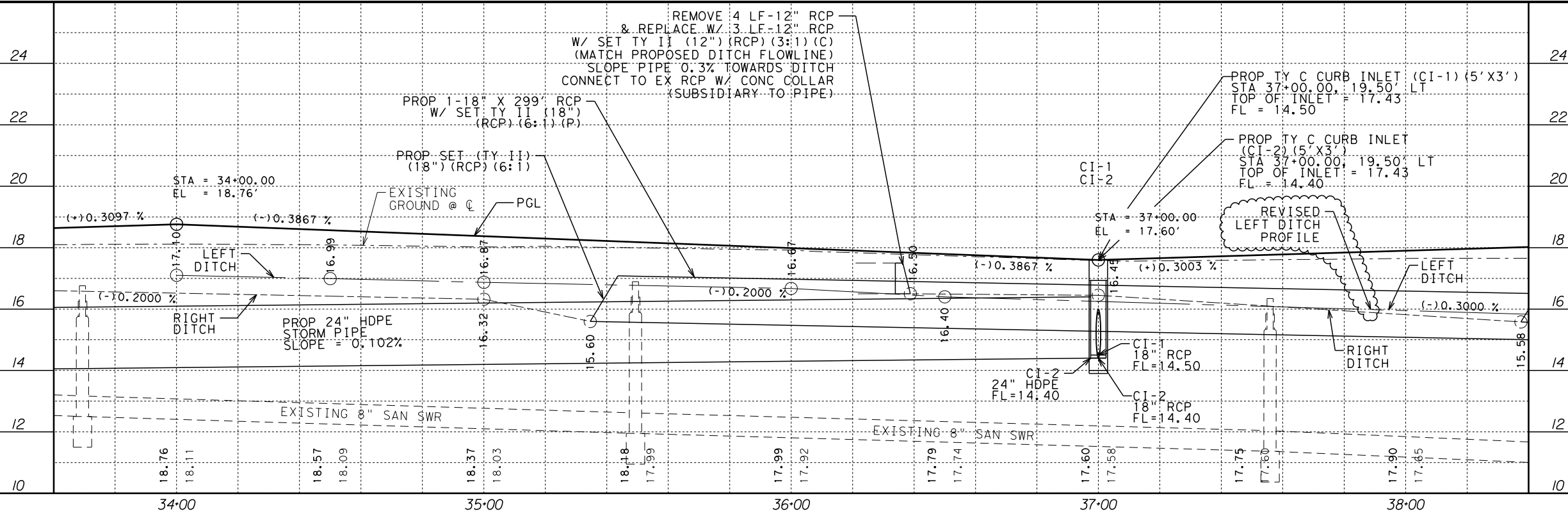


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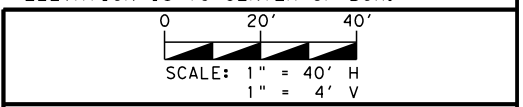
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- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWL EXISTING SANITARY SEWER LINE
- W EXISTING R.O.W./PROPERTY LINE
- WT EXISTING WATER LINE
- UT EXISTING TELEPHONE LINE
- DS EXISTING DRAINAGE STRUCTURE
- TD EXISTING TOP OF DITCH
- DFL EXISTING DITCH FLOWLINE
- FM EXISTING FORCE MAIN
- SM EXISTING SANITARY SEWER MANHOLE
- PP EXISTING POWER POLE
- SDM EXISTING STORM DRAIN MANHOLE
- TP EXISTING TELEPHONE PEDESTAL
- SI EXISTING SIGN
- FH EXISTING FIRE HYDRANT
- PL PROPOSED PLUG
- PV PROPOSED WATER VALVE
- WL PROPOSED WATER LINE
- SSL PROPOSED SANITARY SEWER LINE
- SSL PROPOSED STORM SEWER LINE

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CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/9/2025

CITY OF PORT LAVACA
 TEXAS

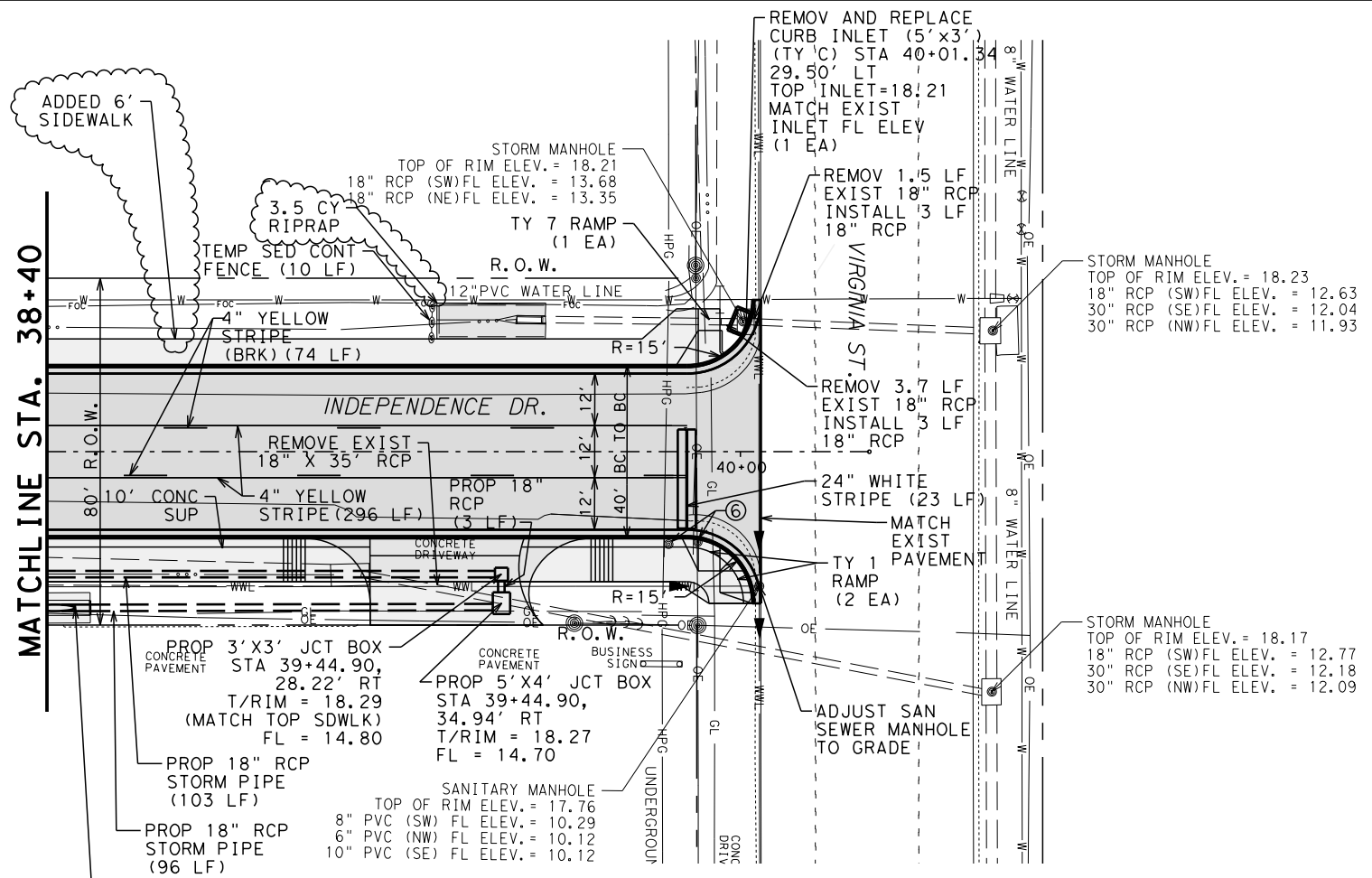
CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT
 INDEPENDENCE DRIVE
 ROADWAY PLAN/PROFILE
 STA. 33+60 TO STA. 38+40**

SHEET 6 OF 7

PROJECT NO.	23-00-802	SHEET NO.	27
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	

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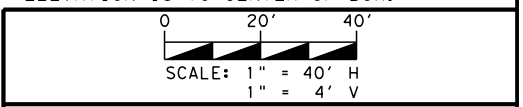
LEGEND

- FOC EXISTING
- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWL EXISTING SANITARY SEWER LINE
- W EXISTING R.O.W./PROPERTY LINE
- W EXISTING WATER LINE
- UT EXISTING TELEPHONE LINE
- EXISTING DRAINAGE STRUCTURE
- EXISTING TOP OF DITCH
- EXISTING DITCH FLOWLINE
- FM EXISTING FORCE MAIN
- EXISTING SANITARY SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
- EXISTING FIRE HYDRANT
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NOTES:

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- ① REMOVE EXIST WATER SERVICE
INSTALL SHORT DOUBLE SERVICE
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INSTALL LONG DOUBLE SERVICE
- ③ REMOVE EXIST WATER SERVICE
INSTALL SHORT SINGLE SERVICE
- ④ REMOVE EXIST WATER SERVICE
INSTALL LONG SINGLE SERVICE
- ⑤ REMOVE FIRE HYDRANT
- ⑥ REMOVE & REINSTALL SIGN
- ⑦ CUT, PLUG, & ABANDON
EXISTING WATERLINE
- ⑧ REMOVE EXISTING VALVE
- ⑨ REMOVE EXIST SEWER SERVICE
INSTALL SHORT SINGLE SERVICE
- ⑩ REMOVE EXIST SEWER SERVICE
INSTALL LONG SINGLE SERVICE



CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/10/2025

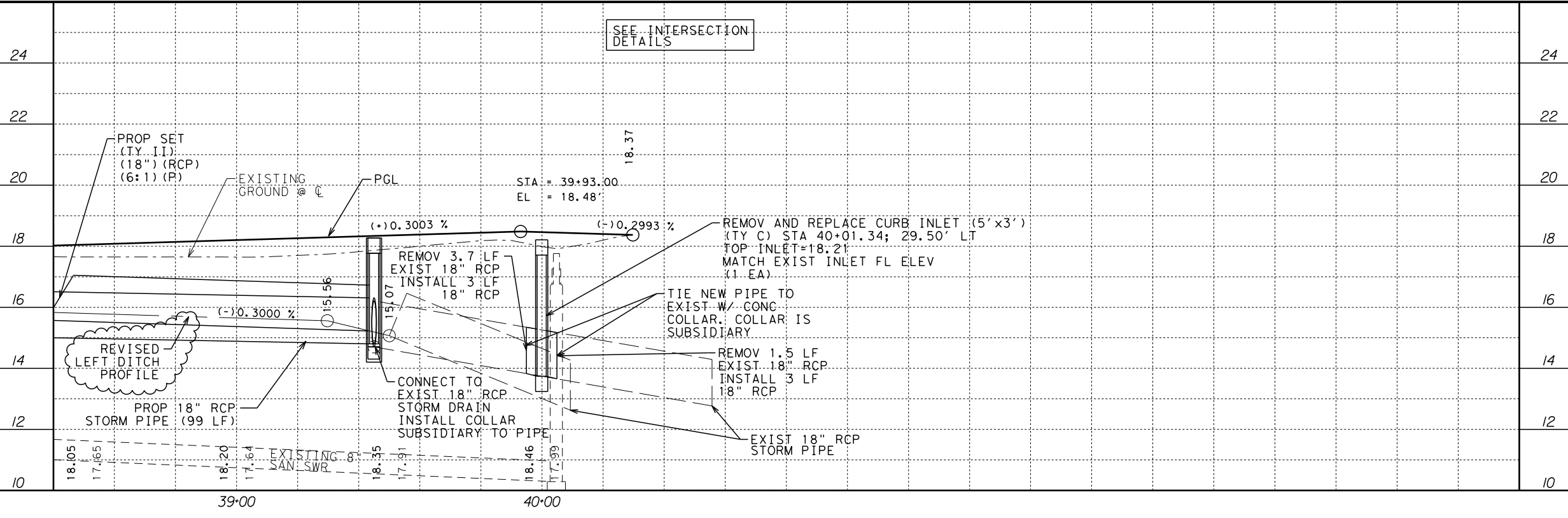
CITY OF PORT LAVACA
 TEXAS

CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

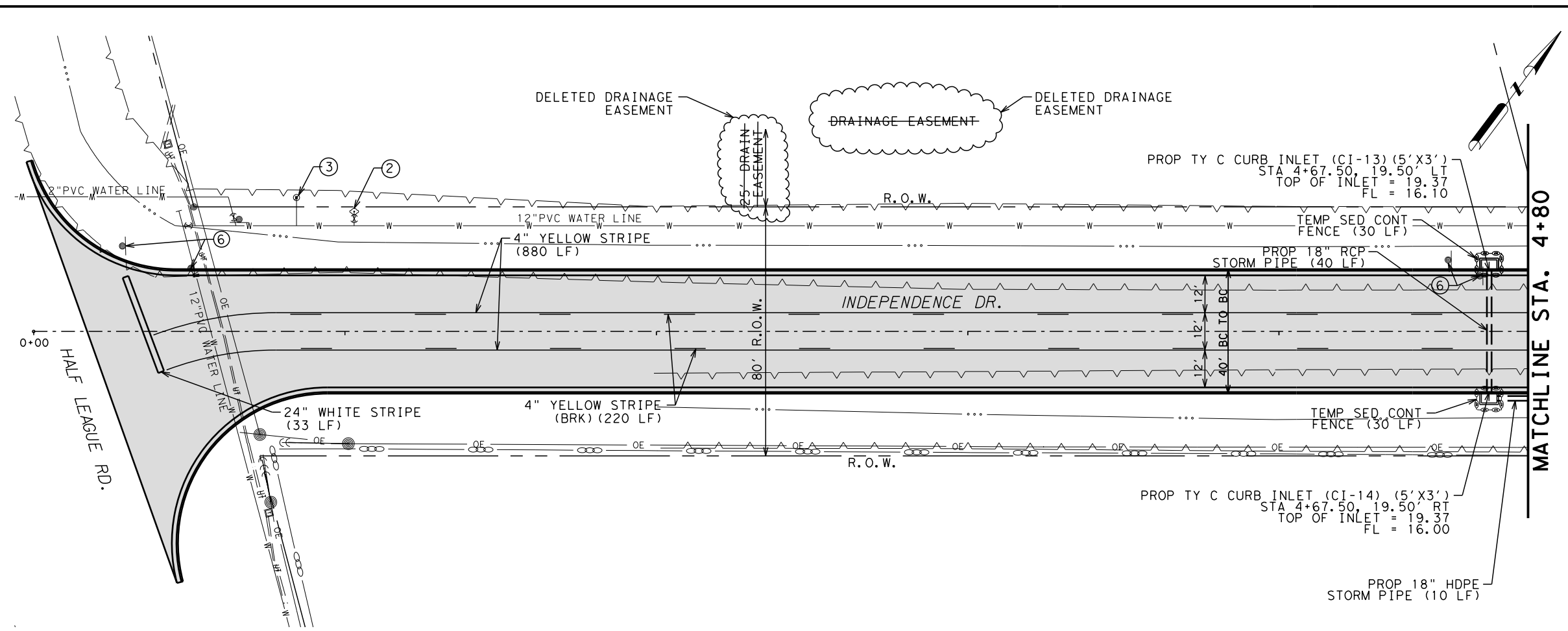
**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT
 INDEPENDENCE DRIVE
 ROADWAY PLAN/PROFILE
 STA. 38+40 TO END**

SHEET 7 OF 7

PROJECT NO.	23-00-802	SHEET NO.	28
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	



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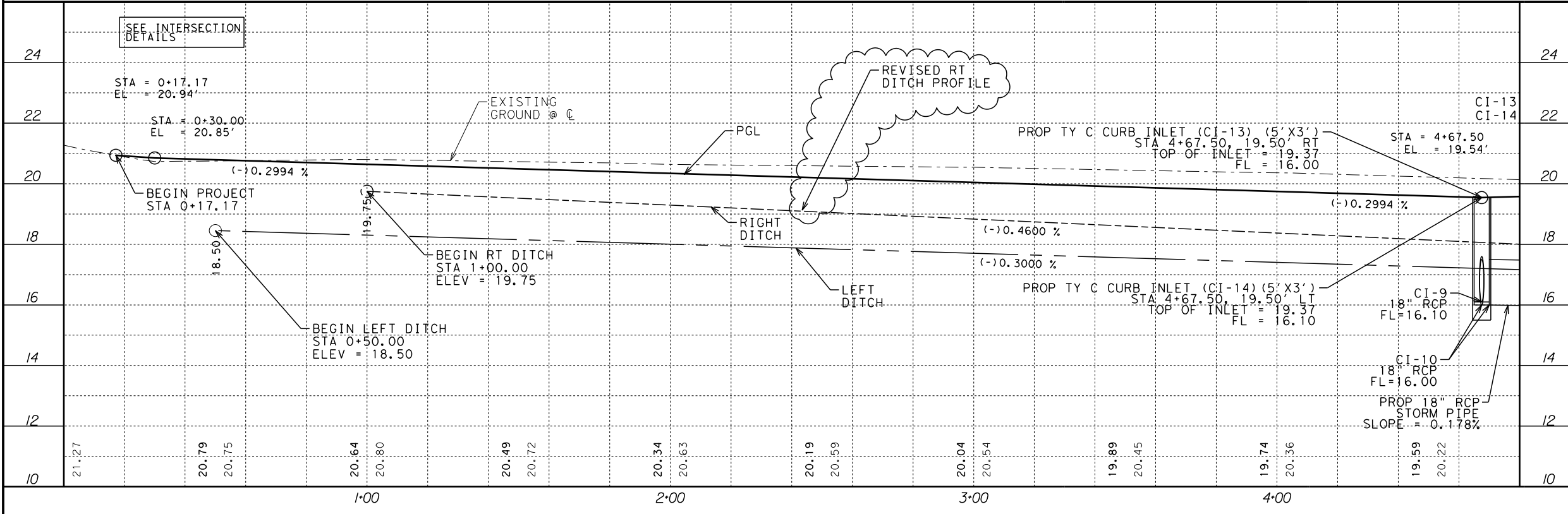
LEGEND

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- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWL EXISTING SANITARY SEWER LINE
- W EXISTING R.O.W./PROPERTY LINE
- UT EXISTING WATER LINE
- UT EXISTING TELEPHONE LINE
- EXISTING DRAINAGE STRUCTURE
- EXISTING TOP OF DITCH
- EXISTING DITCH FLOWLINE
- FM EXISTING FORCE MAIN
- EXISTING SANITARY SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED PLUG
- PROPOSED WATER VALVE
- PROPOSED WATER LINE
- PROPOSED STORM SEWER LINE
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- ① ADJUST WATER VALVE
- ② ADJUST FIRE HYDRANT
- ③ ADJUST WATER METER
- ④ REMOVE EXIST WATER SERVICE
INSTALL LONG SINGLE SERVICE
- ⑤ REMOVE FIRE HYDRANT
- ⑥ REMOVE & REINSTALL SIGN
- ⑦ INSTALL NEW SIGN
- ⑧ REMOVE EXISTING VALVE
- ⑨ REMOVE EXIST SEWER SERVICE
INSTALL SHORT SINGLE SERVICE
- ⑩ REMOVE EXIST SEWER SERVICE
INSTALL LONG SINGLE SERVICE



0 20' 40'
 SCALE: 1" = 40' H
 1" = 4' V

CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
 RANDY P. JANAK
 90185
 LICENSED PROFESSIONAL ENGINEER

NAME: *Randy Janak* PE
 DATE: 1/7/2025

CITY OF PORT LAVACA
 TEXAS

CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT**

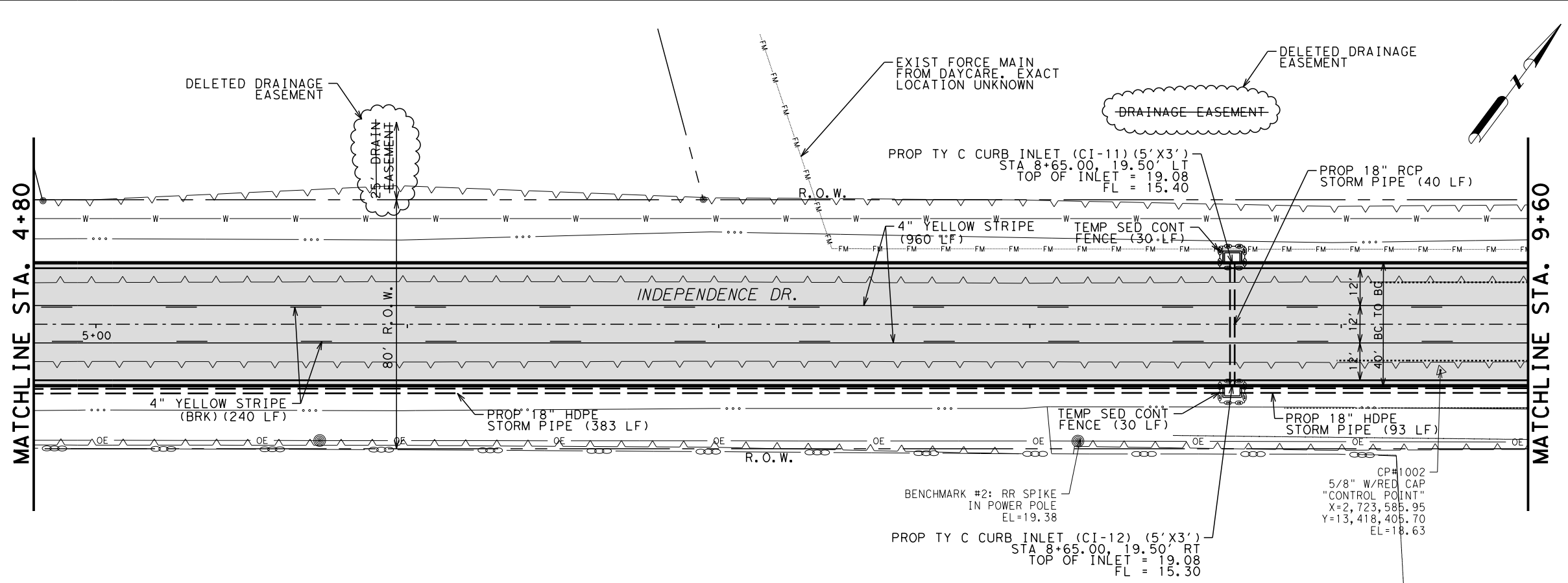
**INDEPENDENCE DRIVE
 ADD ALTERNATE
 ROADWAY PLAN/PROFILE
 BEGIN TO STA. 4+80**

SHEET 1 OF 3

PROJECT NO.	23-00-802	SHEET NO.	29
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	

210

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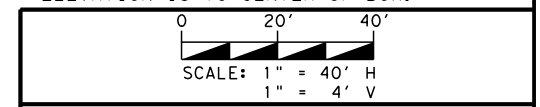
LEGEND

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- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWL EXISTING SANITARY SEWER LINE
- W EXISTING R.O.W./PROPERTY LINE
- W EXISTING WATER LINE
- UT EXISTING TELEPHONE LINE
- EXISTING DRAINAGE STRUCTURE
- EXISTING TOP OF DITCH
- EXISTING DITCH FLOWLINE
- FM EXISTING FORCE MAIN
- EXISTING SANITARY SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- PROPOSED PLUG
- PROPOSED WATER VALVE
- W PROPOSED WATER LINE
- WWL PROPOSED SANITARY SEWER LINE
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- ① ADJUST WATER VALVE
- ② ADJUST FIRE HYDRANT
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- ④ REMOVE EXIST WATER SERVICE
INSTALL LONG SINGLE SERVICE
- ⑤ REMOVE FIRE HYDRANT
- ⑥ REMOVE & REINSTALL SIGN
- ⑦ INSTALL NEW SIGN
- ⑧ REMOVE EXISTING VALVE
- ⑨ REMOVE EXIST SEWER SERVICE
INSTALL SHORT SINGLE SERVICE
- ⑩ REMOVE EXIST SEWER SERVICE
INSTALL LONG SINGLE SERVICE



CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/7/2025

CITY OF PORT LAVACA
 TEXAS

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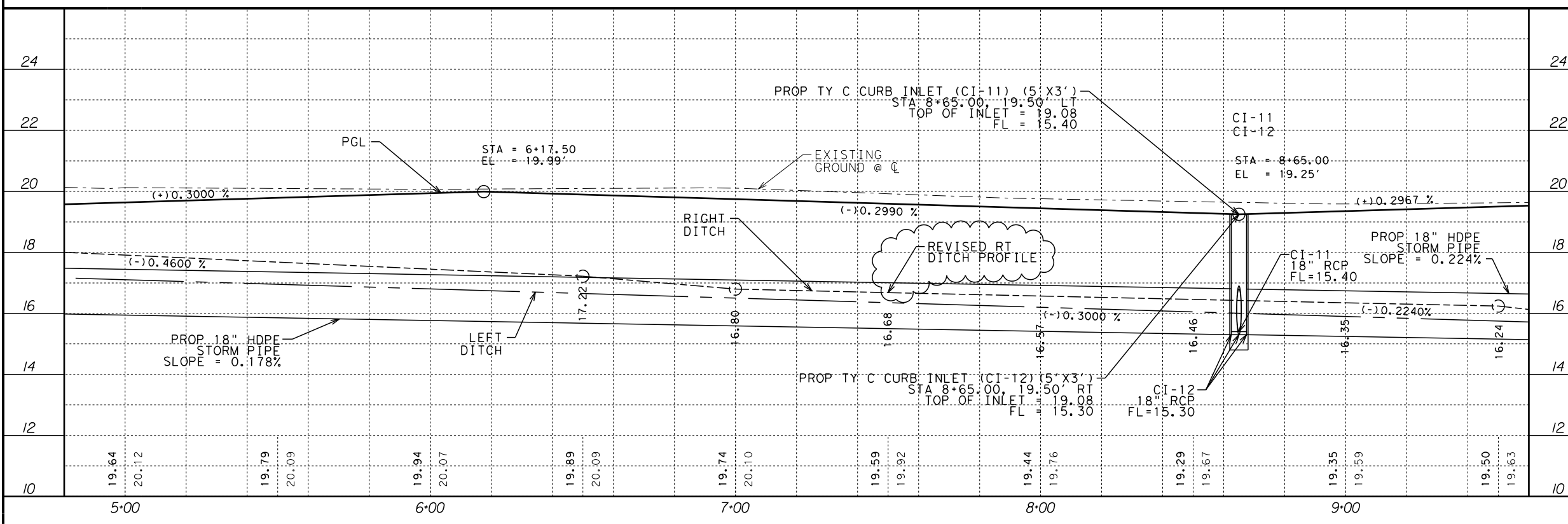
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INDEPENDENCE DRIVE ADD ALTERNATE ROADWAY PLAN/PROFILE

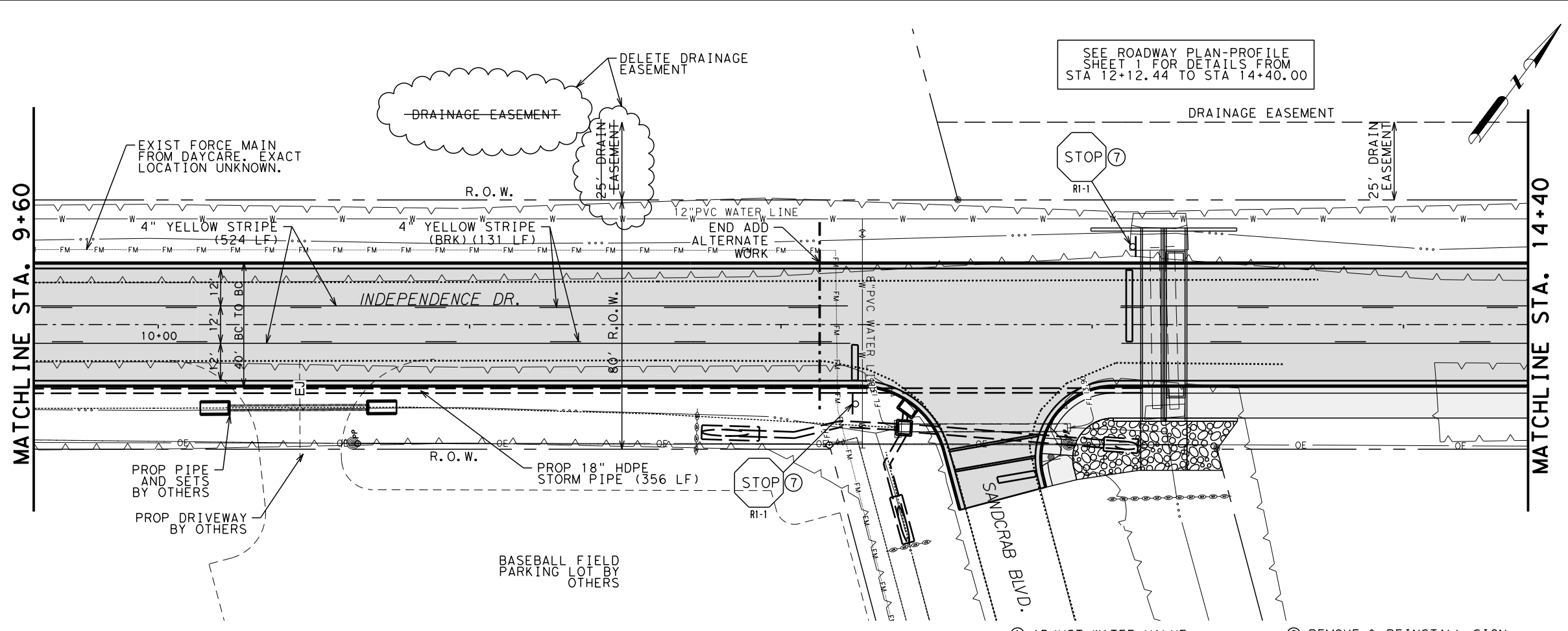
STA. 4+80 TO STA. 9+60

SHEET 2 OF 3

PROJECT NO.	23-00-802	SHEET NO.	30
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	



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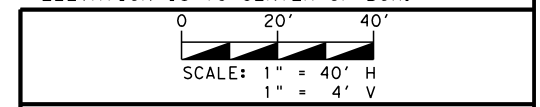
LEGEND

- FOC EXISTING
- HPG EXISTING
- GL EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC
- HV EXISTING HIGH VOLTAGE LINE
- WWL EXISTING SANITARY SEWER LINE
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NOTES:

- SEE CROSS-SECTION SHEETS FOR ADDITIONAL ROADWAY AND DITCH INFORMATION.
- FOR CURB INLETS, STA IS TO THE MIDDLE OF INLET AND OFFSET IS TO THE FACE OF CURB. FOR JUCTION BOX, STA OFFSET AND ELEVATION IS TO CENTER OF BOX.

- ① ADJUST WATER VALVE
- ② ADJUST FIRE HYDRANT
- ③ ADJUST WATER METER
- ④ REMOVE EXIST WATER SERVICE
INSTALL LONG SINGLE SERVICE
- ⑤ REMOVE FIRE HYDRANT
- ⑥ REMOVE & REINSTALL SIGN
- ⑦ INSTALL NEW SIGN
- ⑧ REMOVE EXISTING VALVE
- ⑨ REMOVE EXIST SEWER SERVICE
INSTALL SHORT SINGLE SERVICE
- ⑩ REMOVE EXIST SEWER SERVICE
INSTALL LONG SINGLE SERVICE



CIVILCORP, LLC
 FIRM REGISTRATION NUMBER: 10283

NAME: *Randy P. Janak* PE
 DATE: 1/7/2025

CITY OF PORT LAVACA
 TEXAS

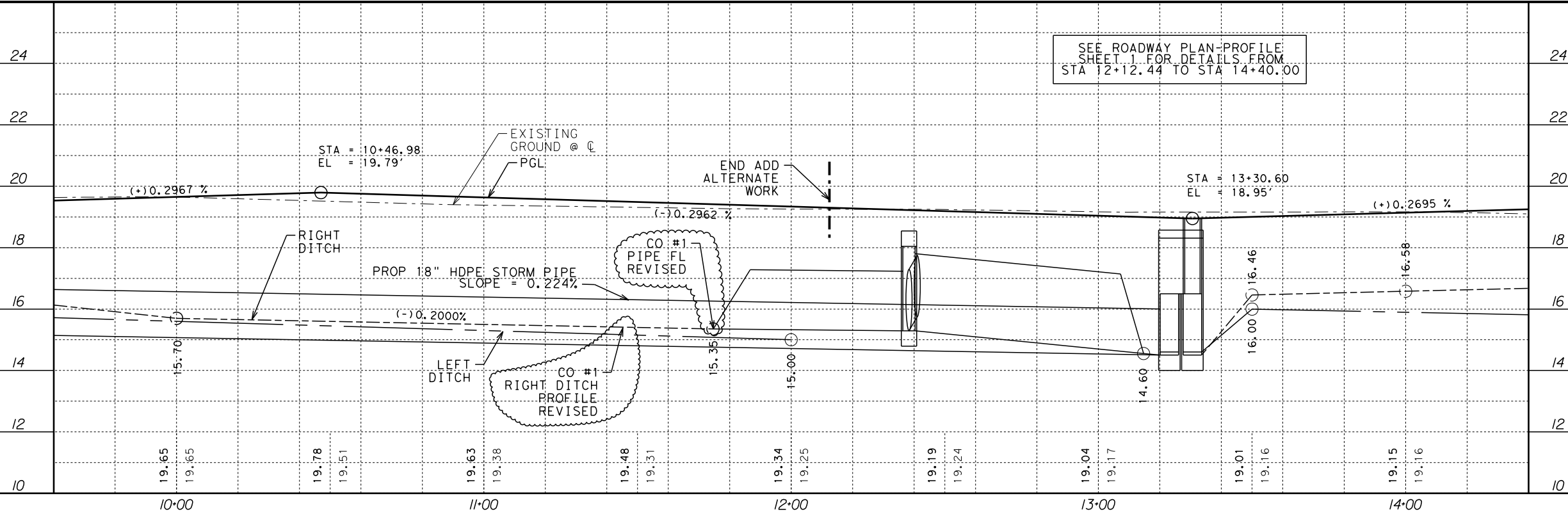
CivilCorp
 ENGINEERS - SURVEYORS
 4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
 TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

**INDEPENDENCE DRIVE
 RECONSTRUCTION PROJECT**

**INDEPENDENCE DRIVE
 ADD ALTERNATE
 ROADWAY PLAN/PROFILE
 STA. 9+60 TO STA. 14+40**

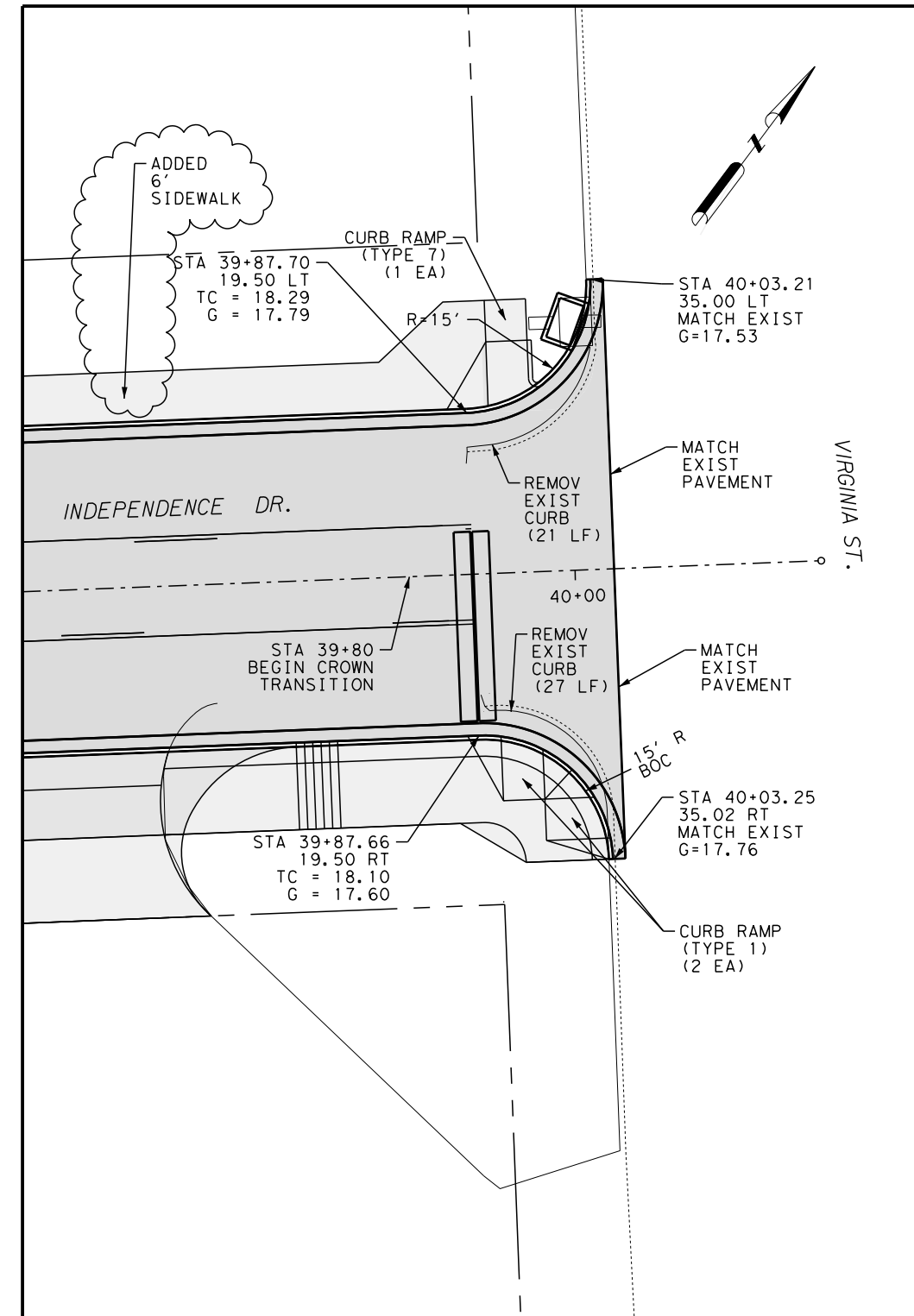
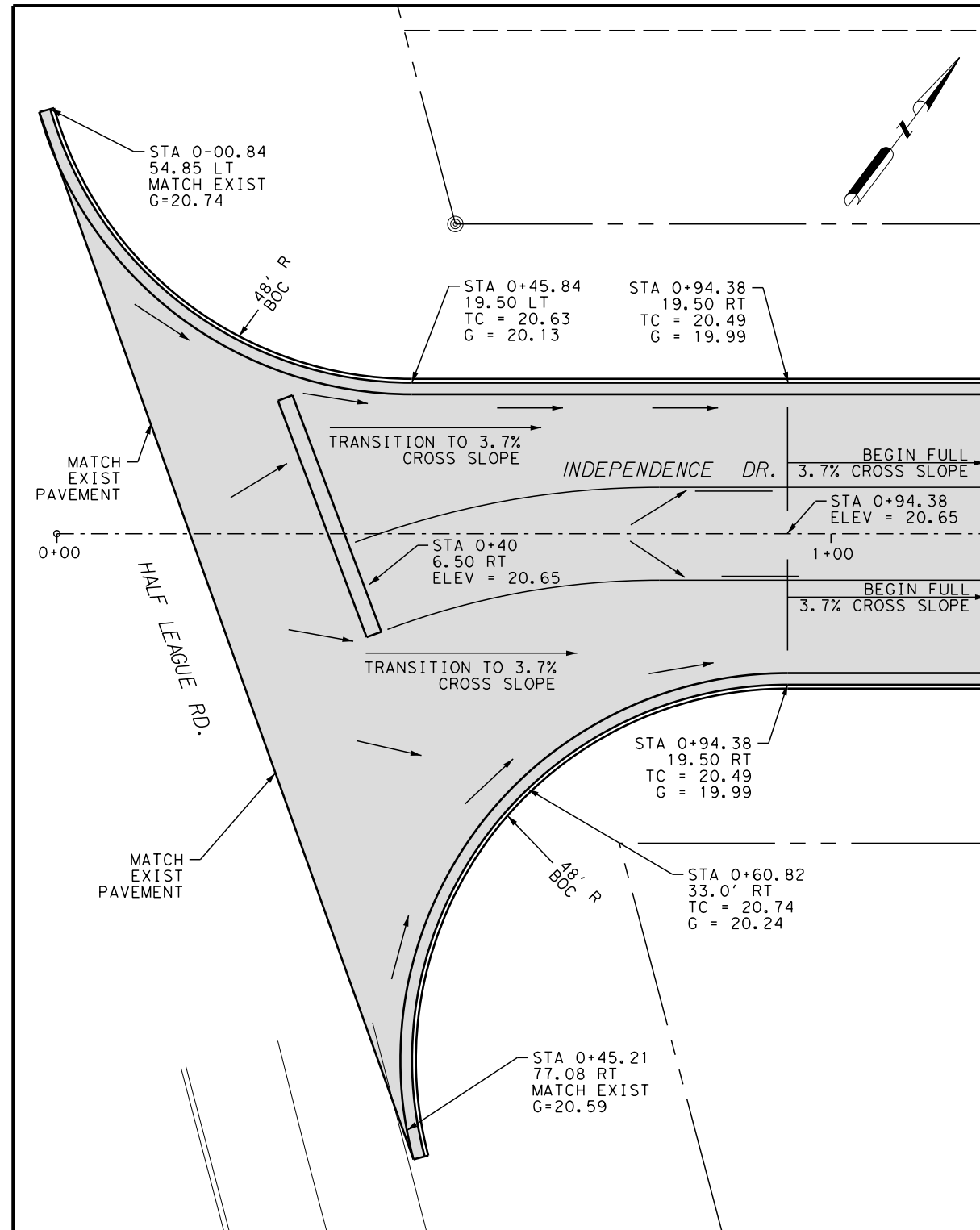
SHEET 3 OF 3

PROJECT NO.	23-00-802	SHEET NO.	31
REVISIONS			
NO.	1	CHANGE ORDER NO 1-01/07	

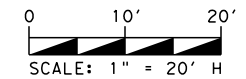


SEE ROADWAY PLAN-PROFILE SHEET 1 FOR DETAILS FROM STA 12+12.44 TO STA 14+40.00

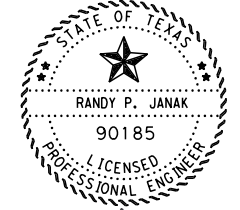
DATE: 12/12/2024 3:54:20 PM
FILE: L:\CIVILCORP\CITY\ACTIVE\CITY\PORT*LAVACA\2300802-Independence Drive\Engineering\Drawings\DCN\Roadway\IndependenceDr*INTL01.dgn



NOTE:
INTERSECTION DRAINAGE IS PROVIDED AROUND RADII BY CORNER INLETS AND NOT ACROSS ROADWAY. GRADE ROADWAY SURFACE AT INTERSECTIONS TO PROVIDE A SMOOTH, UNIFORM TRANSITION FROM THE CROWN SHOWN ON THE TYPICAL SECTIONS THROUGH THE INTERSECTION AREA. PROVIDE POSITIVE DRAINAGE TO CURB ON ALL SIDES AND CORNERS WITH NO VALLEYS AT PROJECTED CURB LINES.



CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283



NAME: *Randy P. Janak* PE
DATE: 12/12/2024



CivilCorp
ENGINEERS - SURVEYORS
4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

**INDEPENDENCE DRIVE
RECONSTRUCTION PROJECT
INDEPENDENCE DRIVE
INTERSECTION LAYOUTS**

SHEET 1 OF 2

PROJECT NO.	23-00-802	SHEET NO.	36
REVISIONS			
NO.	1	CHANGE ORDER NO 1-12/12/2024	
			213

COMMUNICATION

SUBJECT: Consider Change Order No. 4 to the Water Systems Improvement Project.
Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** _____

DATE: 2.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER and
WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: **CONSIDER APPROVAL OF CHANGE ORDER NO. 4 TO THE WATER
SYSTEMS IMPROVEMENT PROJECT**

Background:

AECOM Project Engineer Vinoth Manoharan will attend the Council meeting via Zoom to answer any questions.

Change Order No. 1, 11/6/2023 was a savings of \$126,510.00 and included various value engineering items to save costs.

Change Oder No. 2, 8/13/2024 was +\$13,320.00 and included 21 additional days to remove and replace the steel angle at the roof perimeter of the tank, which was not included in the original contract.

Change Order No. 3, 10/18/2024 was \$0.00 and added 7 days related to additional structural repairs required on the overflow of the tank.

Proposed Change Order No. 4: is +\$56,478.00 and 120 days

Clarifications on JTR's request for Change Orde No. 4:

- City staff and the project engineer emphasized with the contractor from day one that completion of this project on time was critically important and that liquidated damages (\$300/day) were likely to be imposed for going over the completion time without thorough documentation of legitimate reasons for delay. At each monthly meeting up until very recently, the contractor had maintained the position that they would be able to complete the project on time even considering the start date of the contract and the length of initial submittals and shop drawing approvals.
- The contractor's assertion that a delay was caused by "a change to the coating system" is misleading. During the submittal process, the manufacturer of the paint system that was specified indicated that the specified system had been replaced by a different coating system which the engineers approved. The contractor did not claim at the time of approval that this caused any delay in the progress of the work. Of course, by the time they were ready to paint the weather was not cooperating and was not conducive to a successful paint application.
- JTR did submit a request for a change order in December, but it took several weeks to review and receive the engineer's recommendation letter.

CITY OF PORT LAVACA

- Over the course of the project, JTR did not bring up any concerns about delays in submittal review or other delays caused by manufacturers.

Our project engineer has verified that there are in fact legitimate delays caused by manufacturers in the delivery schedule of key pieces of equipment, with the motor operated valves having the latest delivery in April 2025 and is recommending approval of the additional 120 days.

After reviewing the information myself, I believe that the delivery delay of some key equipment is something that was beyond the control of the contractor. That being said, I do believe that with a more committed work schedule, they would be complete with all other aspects of the job just waiting on these pieces of equipment – either way though, the Ground Storage Tank would not be operational without the equipment that won't be here until April.

Regarding the additional cost of \$56,478.00, this is the cost to tie the tank into the water distribution system. Change Order No. 1 had a \$30,000 deduct to connect the pump station to what was thought to be a waterline that was connected to the distribution system located within the public works yard. As it turned out this line was actually part of the old abandoned well field line so the \$30,000 had to be added back in plus additional piping to reflect actual field conditions. I've included an explanatory sketch.

Financial Implication:

The Change order will increase the project cost by \$56,478.00 but is still under the original award amount. Note we are continuing to earn interest on the ARPA and Bond funds that have been earmarked for payment of this project.

Recommendation:

Approval Change Order No. 4

February 04, 2025

Jody Weaver, PE
Interim City Manager
City of Port Lavaca
202 N. Virginia
Port Lavaca, Texas 77979

**Re: Letter of Recommendation of Approval of Change Order No. 4
Water Supply System Improvements
ARPA No: 2303
AECOM Project No. 60659778**

Dear Ms. Weaver:

AECOM has received a request from JTR Constructors, Inc (JTR) for additional funding and to extend the duration of the referenced construction contract. The additional funding would be used to modify the discharge piping and GST inlet since due to differing site conditions. The contractor found that the 12" line that was supposed to feed the GST was abandoned. A new 12" line to connect to the distribution system will need to be installed. The time extension would be to accommodate delays associated with multiple pieces of equipment including the booster pumps, valves, and motor operators. The manufacturers for each piece of equipment have seen delays in the manufacturing process that has led to delays in delivery.

JTR informed AECOM that the piece of equipment that will have the latest delivery date are the motor operated valves which are expected to be delivered in April 2025. The delay for each item is explained in a time extension request provided by the contractor (Time extension request is attached). Contractor has requested that the contract be extended by 120 calendar days from the previously modified duration of 418 calendar days for a total contract time of 538 days with a completion date of 4/28/25.

AECOM, after evaluating all options, is recommending approval of Change Order No. 4 to extend the duration of the contract and to increase the contract value by \$56,478. JTR will utilize ductile iron pipes to connect the ground storage tank to the distribution system.

Sincerely,



Vinoth Manoharan, PE
Project Manager
AECOM
T: +1-281-675-7668
E: Vinoth.manoharan@aecom.com

Attachments: Change Order No. 4
JTR's request for time extension
JTR's request for Change Order No. 4

CC: Wayne Shaffer – City of Port Lavaca
Kateryna Thomas – City of Port Lavaca
Dee Dee Arismendez – Grant Works



Construction Change Order

Date: 2/4/2025
Owner: City of Port Lavaca
Contractor: JTR Constructors, Inc.

Change Order Number: 4

Engineer: AECOM Technical Services, Inc.

Amount: \$56,478.00

Project: Water Supply System Improvements

AECOM Project No.: 60659778

Table with 4 columns: Description, Amount, Days, Comp Date. Rows include NTP Date, Original Contract, Approved Time Extensions, Previous Change Orders, Current Change Order, and Current Contract.

The Terms of the Agreement, dated 11/01/2023, between Owner and Contractor are amended as attached.

(attached hereto and being made part of this change order).

Recommended For Approval:

AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

Vinoth Manoharan, P.E.
Project Manager

Accepted By:

Approved By:

JTR Constructors, Inc.

City of Port Lavaca

By:
Title:
Date:

By:
Title:
Date:

TR-028

TRANSMITTAL SHEET

P.O. BOX #842089 Houston, TX 77284 Phone 281/ 550-7107 Fax 281/ 859-2939



Date: 01/10/25

Job: City of Port Lavaca

Water Supply System Improvements

To: AECOM

19219 Katy Freeway, Ste. 100

Houston, TX 77094

Time Extension Request 2 - January 2025

Attn: Chris Rolan, EIT / Vinoth Manoharan PE

- We are sending | herewith.....
- | under separate cover.....
- | by messenger.....

1 print(s) each of the following: Time Extension Request 2 - January 2025

- which are | approved.....
- | approved as noted.....
- | returned to you for correction and resubmittal.....
- | for your information.....
- | for your review.....

cc:

By: Giovanni Alvarenga

Giovanni Alvarenga, PM



16015 Cairnway Dr., #842089
Houston, TX. 77284

Phone (281) 550-7107
Fax (281) 859-2939

Jan 10, 2025

Vinoth Manoharan
Aecom Technical Services, Inc.
19219 Katy Freeway, Suite 100
Houston, TX 77094

Re: Port Lavaca Water Supply System Improvements

Dear Mr. Manoharan,

As you may be aware, we are at the end of the contract time for the above-mentioned project. Due to unforeseen conditions, we respectfully request a time extension of 120 calendar days. This is mainly due to various incidents which happened throughout this project. Below is a brief description of the various delays which have taken place throughout the project.

As you may also recall when we started this project, we were told that the project time was to begin immediately. We stated that we did not expect the time to begin because we had no warning on the issuance of the contract. The time initiated on November 7, 2023. We were also informed that the contract time was to start on that date due to the funding from the state. It was also stated that a time extension would be provided if necessary. We made everyone aware that we had no approved materials to start construction activities. This process took nearly four months from the time of purchase orders, subcontracts, submittals and shop drawing review before we could begin construction.

As you know we have been awaiting on the 3 booster pumps for this project. Attached is the timeline of the purchase order issued Nov. 20, 2023, and the submittal process for these items. As you can see, we ordered the pumps back in July 2024 (except for motor) and pump motors were released separately at the beginning of September after revisions. The pumps were expected to be delivered by the 2nd week of November. Then on Oct. 22, 2024, meeting day we were informed that the pumps weren't going to be shipped until Feb. 11, 2025, per the attached letter from the manufacturer.

Consequently, we are unable to complete this project, and we respectfully request a necessary time extension of four months. Due to this fact we need to install

pumps, install electrical and schedule a start-up for proper testing of the pumps. The testing may consume several trips from the manufacturer.

In addition, we are also requesting a time extension for the reason of a change in the coating system. The original system for the interior of the Ground Storage tank roof and above the waterline was to apply a Carboguard 635 system which is an all-purpose immersion-grade epoxy that has a variety of attributes including low-temperature cure, surface tolerance, fast recoat times, moisture tolerance during application and cure. This system would have been applied within two weeks versus the Hydroplate 1100 which is a high-performance epoxy designed as an internal tank for water plants. This system has taken over 2 months to apply. Although Hydroplate is a much better system for the application, this has caused excessive time and materials and the use of a more elaborate equipment system. This Hydroplate coat system must be applied at certain temperatures and does not allow to be applied with a conventional spray system as originally intended. Instead, we must use an airless spray system using a pump with a ratio of 60 to 1. In addition, the curing time for Carboguard 635 is hours versus the curing time for the Hydroplate 1100 system is days. We are not able to complete this system due to the extremely cold temperatures we are now having.

Another item which has caused delays which again was beyond our control was the valves and floor drains for this project. We made our Purchase order to the vendor on January 31, 2024. The valve submittals were reviewed and approved by August 22, 2024. They were released for fabrication on August 08, 2024 and were to be delivered within 12-14 weeks after release. As of today, we have not received these valves and are waiting for their arrival. We have been informed that they will be delivered on January 22, 2025, but until we receive them, we cannot install them. We must disassemble our piping and properly install the required valves once received. This process has also delayed us by 90 days and assuming the manufacturer will deliver on January 22, 2025. Regarding the floor drains they were released April 19, 2024, and we did not receive all the floor drains until July 02, 2024, due to the extended

lead time on the chemical service floor drains. This pushed out the erection of the building and thus pushed out the construction activities related to it including the electrical work.

We unfortunately have been most recently notified of the drastic delivery date for the electric MOVs for the valves as well. They are expected to arrive at some time in April 25'. This may be seen in the attached letter from Freedom Waterworks FKA Cohen Industrial Supply. The existing valve information, which was provided in June 24', was what the manufacturer needed in order to provide a submittal. However, the manufacturer did not provide this to us until September which may be seen in the copy of the e-mail. We received the engineer response for it 9/24 rejected, however due to the timeline of this project we pushed the supplier to address the comments noted and move forward with procurement. JTR was not aware of such an extended delay until as of this date of letter.

Finally, at the beginning of the project the contract was modified regarding the distribution line. Instead of making our connection to the 12" water main underneath W George St., we would instead make the connection on-site back to the existing 12" pipe routed to the GST inlet. In December 24' we were notified that this existing 12" line is dead and not in service. This is where some last-minute changes were required, circling back to making the connection underneath George St., where JTR needed to re-introduce the associated scope of materials and subcontractors in order to complete this scope of work. Due to the time in between these changes, re-quotes were necessary as pricing was no longer valid.

As you can see, we have continuously man the project without ceasing operations, but due to delays beyond our control, we have not completed this project in the allotted time. We respectfully request a minimum of 120 days for its completion.

We hope you concur with the above. Please let us know if you have any questions.

Sincerely,



President

cc: File B



JDC Fluid Equipment, LLC
6710 Bourgeois Road
Houston, Texas 77066
Phone: 281-586-7087
Fax: 281-586-7088
Sales@jdcfluid.com

January 9, 2025

JTR Constructors, Inc.
P.O. Box #842089
Houston, Texas 77284

Reference: City of Port Lavaca
Water Supply Systems Improvements
Engineer: AECOM
JTR PO#: 22404 PO

No. of Pages: 1

Please see the Comments Received from Pentair Flow Technologies (Fairbanks) regarding the unforeseen delays for equipment delivery. The expected arrival for the castings below in reference, are raw castings, and will need to be machined in Kansas City, then go through quality control. Expected ship date is February 11, 2025. If you need any additional information please do not hesitate to ask.

Both of these castings have pushed out.

The casing is now expected to ship 12/2, and expected to arrive 12/9.

The impeller is due to ship 12/3, and ships from Canada so it will take some time to cross the border.

We hope to have it in-house by 12/18.

We are sorry, but we are not able to improve the ship date on this order.

Thank you. If you have any questions or need additional information please do not hesitate to ask.

Sincerely,
JDC Fluid Equipment LLC
Jeff Williams

From: [Giovanni Alvarenga](#)
To: [Jeff Williams](#)
Subject: RE: Submittals
Date: Friday, September 13, 2024 4:48:00 PM
Attachments: [JDC Fluid Equipment 03-Pump Submittal Response R2.pdf](#)
[image003.png](#)

Good afternoon,

Please see the attached submittal response for the pump motors. We're good to go, they're just requesting some items be included in the final O&M manual. If you have any questions/concerns, just let me know, thanks.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: Jeff Williams <jeff.williams@jdcfluid.com>
Sent: Thursday, August 29, 2024 11:34 AM
To: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Subject: FW: Submittals

Giovanni,

Here is what received from Bob Roth regarding the motors. He says they are fine for the soft starters, but I have asked for him to put that in writing regarding the Engineers Comment. I would say we should get these submitted and then if the EE has more technical questions, he can reach out to Bob Roth.

Thanks

From: Bob Roth <broth@electricmotorspecialists.com>
Sent: Tuesday, August 27, 2024 12:28 PM
To: Jeff Williams <jeff.williams@jdcfluid.com>
Subject: Submittals

Bob Roth

Electric Motor Specialists, LLC
10727 B Peltier Lane
Houston, TX 77064
Office: 832-478-5231
Cell: 713-898-8659



AECOM
 19219 Katy Freeway, Suite 100, Houston, Texas 77094
 T 281.646.2400 F 281.646.2401 www.aecom.com

SUBMITTAL RESPONSE FORM

SUBMITTAL No.: 23C

PROJECT NAME:	Water Supply System Improvements		
OWNER:	City of Port Lavaca		
PROJECT No.	60659778, Contract No. 1		
CONTRACTOR:	JTR Constructors, Inc.	DATE OF SUBMITTAL:	8/30/2024
REVIEWING FIRM/CONSULTANT:	AECOM		
DESCRIPTION:	Horizontal Split Case Centrifugal Pumps		

- | | |
|--|---|
| <input type="checkbox"/> ACKNOWLEDGE RECEIPT | <input checked="" type="checkbox"/> EXCEPTIONS AS NOTED |
| <input type="checkbox"/> NO EXCEPTION | <input type="checkbox"/> REJECTED – RESUBMIT |

Comments:

1. Previous AECOM Response: Contractor to submit the information for the pump air release valve in a separate submittal.

AECOM Response: No information was provided in this submittal regarding the air release valve. JTR to provide air release valve in a separate submittal.

2. Previous AECOM Comment: It does not appear that the bearing life calculations were included in the submittal. Please submit the calculations.

AECOM Response: The calculations were not included in this submittal. Please submit the bearing life calculations as part of the O&M manual.

3. Previous AECOM Comment: It does not appear that the mechanical seal information was included in the submittal. Please submit the information.

AECOM Response: Please submit information on the mechanical seal as part of the O&M manual.

4. Previous AECOM Comment: Page 49 of the Submittal states that the Starting Method as "Special Note 5", but that is not defined in the submittal. Confirm that the motor is rated for use with a reduced voltage solid state starter.

Contractor Response: Per the motor manufacturer, the motor can be started across the line, which is full voltage. If a reduced voltage start is required, which is rare, the voltage at which the motor is expected to be started will need to be provided (i.e. 80%, 65% etc). More typical type of soft starting is current limit and the current motor inrush is 671% of full load. Typical Current Limit start for soft starting may be 650%, 625% or 600%.

AECOM Response: No Exceptions to this response.

Reviewed By: C. Patino/C. Rolon Date: 9/12/2024

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

From: [Rolen, Chris](#)
To: [Giovanni Alvarenga](#)
Cc: [Manoharan, Vinoth](#)
Subject: RE: CoPL Water Supply System Improvements
Date: Tuesday, October 15, 2024 12:14:19 PM
Attachments: [image002.png](#)

Good Afternoon Giovanni,

We checked with the structural engineer, and the Hydroplate 1100 system will be allowed throughout the interior surfaces, regardless of wet or dry conditions.

Thank you,

Chris Rolen, EIT
Water Engineer
D +1-281-675-1858
christopher.rolen@aecom.com

From: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Sent: Thursday, October 10, 2024 2:53 PM
To: Rolen, Chris <Christopher.Rolen@aecom.com>
Cc: Manoharan, Vinoth <Vinoth.Manoharan@aecom.com>
Subject: CoPL Water Supply System Improvements

Chris,

In regards to the coating system “Interior Dry above overflow wall shell and roof plates and structure” for the GST interior roof, Carboline advised that the product Carbozinc 621 PW is a special made product and would recommend going directly with the Hydroplate 1100. In this case we would follow the “Interior Wet Conditions” coating system consisting of Hydroplate 1100 with the rest of the interior.

I don't know why this wasn't recommended to us from the start during the submittal process, but if you may please advise at your earliest convenience so that we may place the order for those materials promptly. Thank you.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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Giovanni Alvarenga

From: Reid Hudson <rhudson@cohenpipe.com>
Sent: Monday, January 29, 2024 11:07 AM
To: Giovanni Alvarenga
Cc: Hector Garcia
Subject: JTR Pricing - 2023-267 - PORT LAVACA - WATER SUPPLY SYSTEM.xlsx
Attachments: Rev. 1 - JTR Pricing - 2023-267 - PORT LAVACA - WATER SUPPLY SYSTEM.xlsx

Follow Up Flag: Follow up
Flag Status: Completed

Here's the revised quote Giovanni. Let me know if you have any questions.

Reid Hudson
Cohen Industrial Supply
11943 FM 529
Houston, TX 77041
Office: (713)467-3300 ext. 115
Cell: (713) 540-6693
rhudson@cohenpipe.com
www.cohenpipe.com



JTR CONSTRUCTORS, INC.

PURCHASE ORDER

P.O. BOX #842089 / HOUSTON, TX 77284 / TEL: (281) 550-7107 FAX: (281) 859-2939		Page: <u>1</u> of <u>3</u>	
To: Cohen Industrial Supply Co. 11943 FM 529 Houston, TX 77041 Attention: Reid Hudson Tel. No. (713) 467-3300 Fax No. (000) 000-0000	P.O. Number: 22404	P.O. Date: 1/31/2024	File 15A
	Ship Date: See Note Nos.	Total P.O. Amount:	
	Terms: See Note Nos.	<input type="checkbox"/> Sales Tax - Itemize & Add to Invoice <input checked="" type="checkbox"/> Sales Tax - Exempt, See Attached	
	F.O.B.: <u>Jobsites</u>	Freight: Incl.	
	Shipping Point: Port Lavaca, TX 77979	Ship Via: Your Truck	
	Ship To and Invoicing: See Purchasing Attachment No.: See Note Nos.		

ITEM	QUANTITY	DESCRIPTION	PRICE
Please enter our Purchase Order as described below and in accordance with the attached General Conditions & Supplemental Purchase Order Terms and Conditions			

Supply the following items complete in strict accordance with Contract Documents, Addenda's as per Plans and Specifications prepared by AECOM, Inc. for City of Port Lavaca, Owner of the Water System Improvements at 628 W George St., Port Lavaca, TX 77979 (Water Supply Plant) & 524 Village Rd., Port Lavaca, TX 77979 (Off-Site EST); JTR Job # 22404.

Provide materials necessary to complete the following: Piping & Valves


as per Specification section: **Division 15**

All Documents with reference to this order must show Purchase Order Number.
 The Acceptance Copy of this order must be signed and returned to JTR promptly.

VENDOR: COHEN INDUSTRIAL SUPPLY CO.

BUYER: JTR CONSTRUCTORS, INC.

Accepted By: 

By: 

THIS ACCEPTANCE COPY MUST BE SIGNED AND RETURNED TO JTR PROMPTLY.

ACCEPTANCE COPY

AECOM
 19219 Katy Freeway, Suite 100, Houston, Texas 77094
 T 281.646.2400 F 281.646.2401 www.aecom.com

SUBMITTAL RESPONSE FORM

SUBMITTAL No.: 64A

PROJECT NAME:	Water Supply System Improvements		
OWNER:	City of Port Lavaca		
PROJECT No.	60659778, Contract No. 1		
CONTRACTOR:	JTR Constructors, Inc.	DATE OF SUBMITTAL:	6/13/2024
REVIEWING FIRM/CONSULTANT:	AECOM		
DESCRIPTION:	Check, Butterfly, and Air Release Valve		

- | | |
|--|---|
| <input type="checkbox"/> ACKNOWLEDGE RECEIPT | <input checked="" type="checkbox"/> EXCEPTIONS AS NOTED |
| <input type="checkbox"/> NO EXCEPTION | <input type="checkbox"/> REJECTED – RESUBMIT |

Comments:

10” and 12” Dual Disc Check Valve

1. Page 7 of the Submittal states that the body will be ductile iron while Section 15102 (2.05.A) calls for the body to be made of cast iron. The ductile Iron body is an acceptable substitute for cast iron.
2. The check valve section of the submittal does not include information for the interior coating. Provide information on the interior coating that will be installed on the check valves to show that it conforms with the specifications, Submittal 32, and NSF 61.
3. Page 8 of the submittal includes information on the primer for the check valve. There are No Exceptions to the Primer coating. However, confirm that the additional coats will confirm to the coating systems in Submittal 32.
4. Per Section 2.05.A, please confirm the valve is tested per AWWA C508.

6", 8", 10" and 12" Butterfly Valve

1. Per Spec 15109 (2.02.B.2.b), confirm the manual actuator is designed to produce the required torque with a max pull of 80 pounds on the handwheel and chainwheel.
2. Please confirm whether the interior coating provided is the primer and/or finish coating. There are No Exceptions to the Tnemec coating, but if the coating will be a primer, please confirm that the finish coating will conform to the coating systems in Submittal 32.
3. Page 16 of the submittal includes information on the primer for the butterfly valve. There are No Exceptions to the Primer coating. Please confirm that the additional coats will conform to the coating systems in Submittal 32.

2" Air Release Valve

1. There are No Exceptions to the 2" Air Release Valve.
2. Page 21 of Submittal 23B states that the vent tap on top of the pump is 1/2" and not 2". Please provide a submittal for the 1/2" air release valve that will be installed on the pumps.
3. Per Spec 15111 (1.13.A), the manufacturer must provide a warranty for two (2) years from date of substantial completion. The warranty included in the submittal states that a limited warranty of one year will be provided. Please confirm that a two year warranty will be provided and submit the revised warranty certificate as part of the O&M manual.

Reviewed By: C. Patino/C.Rolen Date: 8/19/2024

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

AECOM
 19219 Katy Freeway, Suite 100, Houston, Texas 77094
 T 281.646.2400 F 281.646.2401 www.aecom.com

SUBMITTAL RESPONSE FORM

SUBMITTAL No.: 45B

PROJECT NAME:	Water Supply System Improvements		
OWNER:	City of Port Lavaca		
PROJECT No.	60659778, Contract No. 1		
CONTRACTOR:	JTR Constructors, Inc.	DATE OF SUBMITTAL:	4/12/2024
REVIEWING FIRM/CONSULTANT:	AECOM		
DESCRIPTION:	Floor Drains		

- | | |
|--|--|
| <input type="checkbox"/> ACKNOWLEDGE RECEIPT | <input type="checkbox"/> EXCEPTIONS AS NOTED |
| <input checked="" type="checkbox"/> NO EXCEPTION | <input type="checkbox"/> REJECTED – RESUBMIT |

Comments:

1. Previous AECOM Comment: The building has floor drains in the chemical rooms and the booster pump room. Please confirm if the same floor drains will be used for all the floor drains in the building.

Contractor Response: Yes all will be consistent.

AECOM Response: No Exceptions to this Response.

2. Previous AECOM Comment: The drawing on Page 3 of the submittal does not appear to show what type of connection the plug has. Confirm that the plug has a threaded or restrained connection that is removable as stated in Detail 7 on Dwg. A-C-2.

Contractor Response: Plug is threaded and is removable.

AECOM Response: No Exceptions to this Response.

3. Previous AECOM Comment: Nikaloy appears to be a proprietary product for Jospam. Confirm that Nikaloy and the Satin coating will provide a chemical resistant coating for the LAS and Chlorine rooms as called for in the notes on the chemical room drawings.

Contractor Response: As noted on last page of submittal, Nikaloy and Josam's standard satin finish are able to withstand harsh chemicals.

AECOM Response: No Exceptions to this Response.

4. Previous AECOM Comment: The submitted cleanout was provided with a backwater valve. Please provide a floor drain that does not have a backwater valve.

Contractor Response: Option for less backwater valve is now marked.

AECOM Response: Provide a floor drain that does not have the backwater valve. No Exceptions to this Response.

Reviewed By: C. Patino/C.Rolen Date: 4/17/2024

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

Giovanni Alvarenga

From: Giovanni Alvarenga
Sent: Thursday, August 22, 2024 10:36 AM
To: Hector Garcia
Subject: CoPL Water Supply System Improvements
Attachments: Cohen 23 - Couplings Submittal Response R1.pdf; Cohen 24 - Yard PVC Pipe & Fittings Submittal Response R1.pdf; Cohen 25 - Expansion Joints Submittal Response R1.pdf; Cohen 26 - Check, BFV, & Air Release Valves Submittal Response R0.pdf

Good morning,

Attached are the submittal responses for the Couplings, PVC Pipe & Fittings, Expansions Joints, and Check/BFV/Air Release Valves.

- Couplings: If you may confirm the 1 comment that is repeated, I'll take care of response.
- PVC Pipe/Fittings: We're good to go. I'm going to take a moment to review scope against vendor supplied equipment and make sure we're good to prior to release of materials.
- Expansions Joints: Good to go, please advise lead time on these
- Valves: Ignore comments related to coatings, JTR to coat accordingly. Please release and advise on remaining.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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Giovanni Alvarenga

From: Giovanni Alvarenga
Sent: Friday, April 19, 2024 4:50 PM
To: 'Hector Garcia'
Subject: CoPL Water Supply System Improvements
Attachments: Cohen 10 - Floor Drains Submittal Response R1.pdf; Cohen 11 - Fabricated Ductile Iron Pipe Submittal Response R1.pdf

Good afternoon,

Please see the attached submittal responses for the floor drains and fabricated DI pipe approved. We should be good to move forward with release of the floor drains now.

Also, if I may follow-up on the submittals for the PVC piping, etc.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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Giovanni Alvarenga

From: Hector Garcia <hgarcia@cohenpipe.com>
Sent: Thursday, June 6, 2024 11:59 AM
To: Giovanni Alvarenga
Subject: RE: CoPL Water Supply System Improvements

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Giovanni,

As mentioned on our call yesterday, we have all of the related drain materials ready and have 1 of the drains. Manufacturer is saying the receiving date for the rest of the drains is 8/9 which is out a couple months due to them coming in from overseas. I'm sure we want to try and see what other options we can go with. I'm checking with them to see if there is anything comparable to the ones submitted that are available. I may have to find another comparable brand if they don't have anything available. Let me know how to proceed.

Thanks

Hector Garcia
11943 FM 529
Houston, TX 77041
Cell: 210-243-9957
Hgarcia@cohenpipe.com



Your trusted, go-to source
For process piping, fabrication and solutions

From: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Sent: Tuesday, June 4, 2024 2:13 PM
To: Hector Garcia <hgarcia@cohenpipe.com>
Subject: RE: CoPL Water Supply System Improvements

CAUTION: This email has been sent by someone outside of our company. DO NOT click links, open attachments or reply with sensitive information until you confirm this email is legitimate. If there is any doubt, contact IT immediately.

Good afternoon,

Attached are the shop drawings for this Port Lavaca project noted for revision. I've mentioned the combo air/vac valve previously, on the valve submittal, but just let me know what we need to do to get that corrected.

Additionally, would you have an update on those floor drains and related drain materials? An ETA on that would be greatly appreciated, as that is what is currently holding us back from moving forward on other construction activities.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: Giovanni Alvarenga

Sent: Friday, May 24, 2024 10:56 AM

To: 'Hector Garcia' <hgarcia@cohenpipe.com>

Subject: RE: CoPL Water Supply System Improvements

Good morning,

I just need to follow-up on that material related to the floor drains and piping. If you may advise at your earliest convenience.

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: Giovanni Alvarenga

Sent: Tuesday, May 21, 2024 4:57 PM

To: 'Hector Garcia' <hgarcia@cohenpipe.com>

Subject: RE: CoPL Water Supply System Improvements

Hector,

Resubmittals and shop drawings have been received, thank you!

May I ask for status on those floor drains and associated ductile iron piping materials. We have a progress meeting next week and we're just waiting on those drains to pour the slab, so if we have a date on that, that would be greatly appreciated.

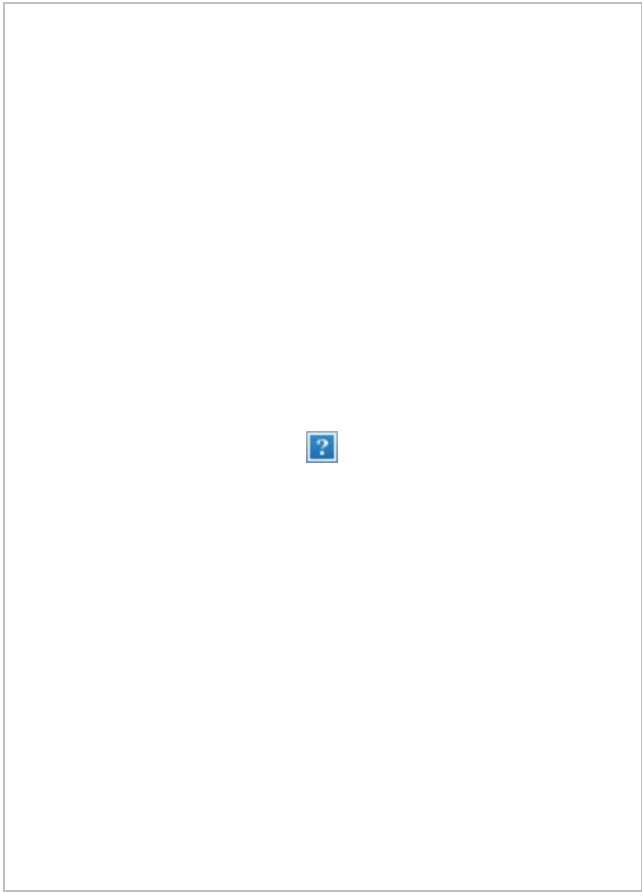
Respectfully,

From: Pete.Montes@ferguson.com
To: [Giovanni Alvarenga](#)
Subject: RE: Floor Drain Availability/Quote***Bid#: B528671
Date: Wednesday, July 3, 2024 9:17:06 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)

Giovanni,

Good Morning! I am showing that the floor drains were delivered yesterday (7/2/2024) and signed for by Eric M. Please confirm receipt.

AAA cooper 622172534



Thank you,

[Please Rate Our Customer Service](#)

Pete Montes
Sales Project Manager II
Strategic Infrastructure Group

Ferguson Waterworks
Teams: (210) 253-8006
Cell: (346) 380-1751

Email: pete.montes@ferguson.com

www.Ferguson.com/Waterworks

From: Pete Montes <Pete.Montes@ferguson.com>
Sent: Wednesday, June 26, 2024 4:36 PM
To: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Giovanni,

They are coming from Michigan City, IN.

Thank you,

[Please Rate Our Customer Service](#)

Pete Montes
Sales Project Manager II
Strategic Infrastructure Group

Ferguson Waterworks
Teams: (210) 253-8006
Cell: (346) 380-1751
Email: pete.montes@ferguson.com

www.Ferguson.com/Waterworks

From: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Sent: Wednesday, June 26, 2024 4:26 PM
To: Pete Montes <Pete.Montes@ferguson.com>
Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Caution: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize and trust the sender.

Pete,

May you advise where they're shipping out the drains from? Just want to make sure its not local enough for us to just pick up, unless it's coming from far out elsewhere.

Respectfully,

Giovanni Alvarenga
Project Manager

Office: (281) 550-7107



P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: Pete.Montes@ferguson.com <Pete.Montes@ferguson.com>

Sent: Friday, June 21, 2024 2:37 PM

To: Giovanni Alvarenga <galvarenga@jtrconstructors.com>

Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Giovanni,

Floor drains are scheduled to ship out 07/05/2024.

Thank you,

[Please Rate Our Customer Service](#)

Pete Montes
Sales Project Manager II
Strategic Infrastructure Group

Ferguson Waterworks
Teams: (210) 253-8006
Cell: (346) 380-1751
Email: pete.montes@ferguson.com

www.Ferguson.com/Waterworks

From: Pete Montes <Pete.Montes@ferguson.com>

Sent: Friday, June 21, 2024 12:02 PM

To: Giovanni Alvarenga <galvarenga@jtrconstructors.com>

Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Giovanni,

Checking on this for you now. Will keep you posted as soon as feasible.

Thank you,

[Please Rate Our Customer Service](#)

Pete Montes
Sales Project Manager II
Strategic Infrastructure Group

Ferguson Waterworks
Teams: (210) 253-8006
Cell: (346) 380-1751
Email: pete.montes@ferguson.com

www.Ferguson.com/Waterworks

From: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Sent: Friday, June 21, 2024 11:16 AM
To: Pete Montes <Pete.Montes@ferguson.com>
Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Caution: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize and trust the sender.

Pete,

May I follow up on those floor drains, do we have date that we can look towards?

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107
P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: Pete.Montes@ferguson.com <Pete.Montes@ferguson.com>
Sent: Monday, June 10, 2024 4:16 PM
To: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Cc: Kyle.Key@Ferguson.com; Victor.Rodriguez1@ferguson.com;
4cb2642d.mydigitalspace.onmicrosoft.com@amer.teams.ms
Subject: RE: Floor Drain Availability/Quote***Bid#: B528671

Giovanni,

Attached you will find our Quote#: B528671 per our conversations below. I do want to point out that

lead time moved to 2-3 Weeks ARO since our supplier had previously only given me the non-chemically resistant option.

They came back with the correct option but lead time increased due to the coating.

If approved, please respond to this e-mail and I will get this going for you.

Thank you,

[Please Rate Our Customer Service](#)

Pete Montes
Sales Project Manager II
Strategic Infrastructure Group

Ferguson Waterworks
Teams: (210) 253-8006
Cell: (346) 380-1751
Email: pete.montes@ferguson.com

www.Ferguson.com/Waterworks

From: Giovanni Alvarenga <galvarenga@jtrconstructors.com>
Sent: Friday, June 7, 2024 2:01 PM
To: Pete Montes <Pete.Montes@ferguson.com>
Cc: Kyle Key <Kyle.Key@Ferguson.com>; Victor Rodriguez Jr <Victor.Rodriguez1@ferguson.com>
Subject: FW: Floor Drain Availability/Quote

Caution: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize and trust the sender.

Good afternoon,

We are in need of some floor drains such as the one in the attached PDF or something similar. The main features that we're looking for is: 4" outlet, chemically resistant, and no backwater valve

Would you be able to look into availability and pricing on this for us?

Respectfully,



Giovanni Alvarenga

Project Manager

Office: (281) 550-7107

P.O. BOX 842089 Houston, TX 77284

Mobile: (832) 428-5909 **Email:** galvarenga@jtrconstructors.com

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From: [Tony Gonzalez](#)
To: [Giovanni Alvarenga](#)
Subject: FW: Port Lavaca Gate valve EMO
Date: Thursday, September 12, 2024 3:44:50 PM
Attachments: [image001.png](#)
[wiring dia.PDF](#)
[dim drawing.PDF](#)
[Data sheet.pdf](#)

Please submit this actuator for approval. Thanks!

Best Regards,

Tony Gonzalez

President || **JTR Constructors, Inc.** || 16015 Cairnway Dr. #842089 Houston, TX 77284 || P 281.550.7107 F 281.859.2939

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From: Leslie Cohen <leslie@cohenpipe.com>
Sent: Thursday, September 12, 2024 3:26 PM
To: Tony Gonzalez <tgonzalez@jtrconstructors.com>; Jackie Gonzalez <jgonzalez@jtrconstructors.com>
Subject: Fwd: Port Lavaca Gate valve EMO

Here you go

Sent from my iPhone

Begin forwarded message:

From: David McGoodwin <DMcGoodwin@municipalvalve.com>
Date: September 12, 2024 at 3:23:33 PM CDT
To: Leslie Cohen <leslie@cohenpipe.com>
Subject: Port Lavaca Gate valve EMO

CAUTION: This email has been sent by someone outside of our company. DO NOT click links, open attachments or reply with sensitive information until you confirm this email is legitimate. If there is any doubt, contact IT immediately.

Leslie,

Attached is the wiring diagram, data sheet and dimensioned drawing for the AUMA operators. We will be able to use the same operator for all 3 12" valves.

Thank you,

David McGoodwin

Office: 972.248.2600

WWW.MunicipalValve.com

Dmcgoodwin@municipalvalve.com

AECOM

19219 Katy Freeway, Suite 100, Houston, Texas 77094
 T 281.646.2400 F 281.646.2401 www.aecom.com

SUBMITTAL RESPONSE FORM**SUBMITTAL No.:** 74A

PROJECT NAME:	Water Supply System Improvements		
OWNER:	City of Port Lavaca		
PROJECT No.	60659778, Contract No. 1		
CONTRACTOR:	JTR Constructors, Inc.	DATE OF SUBMITTAL:	9/12/2024
REVIEWING FIRM/CONSULTANT:	AECOM		
DESCRIPTION:	Motor Actuators		

ACKNOWLEDGE RECEIPT
 NO EXCEPTION

EXCEPTIONS AS NOTED
 REJECTED – RESUBMIT

Comments:

- Page 2 of the Submittal includes language about a 12" gate valve. Please confirm if the actuator submitted is only for use on the GTS inlet or if it will also be for the valves at the George Street EST. If installation is for the buried valves, confirm the stem extension and stem sleeve is provided and coordinated by JTR. Provide shop drawings of the actuator pedestal installation.
- Confirm that the actuator manufacturer coordinated with the gate valve manufacturer to ensure that the actuator will fit the gate valve.
- The submittal is not clear about what material the actuator housing will be. If the actuator housing is metal, provide information on the coating that will be provided. Confirm the paint finish will be baked on polyester powder coating 70 microns thick as specified in section 15104 (2.04).
- Page 4 of the Submittal includes links to documents related to the actuator. Provide all of these documents in the O&M manual.
- Provide information to show that the manufacturer has an ISO 9001 certification, or confirm that the manufacturer has a comparable quality control system as stated in Section 15104 (1.04.18).

6. Confirm the actuator has a torque capacity 150% above the maximum operating torque of the existing and/or proposed valves (15104, 2.02.A.2)
7. The submittal is not clear about the details of the drive unit. Please provide additional information or mark up the Specification Section (2.02.E) to show that the drive unit conforms to the specifications.
8. As stated in Section 15104 (2.02.R), confirm all fasteners and hardware are type 316 stainless steel.

Reviewed By: C. Patino/C.Rolen Date: 9/23/2024

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.



January 9, 2025

Tony Gonzalez
JTR Construction
32353 Morton Road
Brookshire, TX 77423

RE: City of Port Lavaca Water Supply System: AUMA Electronic Motor Actuators

This letter is to provide information on the status of the electric motor operators for the City of Port Lavaca Water Supply System improvements project. The manufacturer of the electronic operators, AUMA, have been in possession of the returned submittal no. 74A since October with the expectation of addressing Aecom's comments. Municipal Valve & Equipment is the representative of AUMA and has not been able to provide any substantial update from the manufacturer regarding these comments. The main issue appears to be ensuring that the new actuator will be able to retrofit the existing gate valves. Freedom has provided the information requested on the existing valves but have yet to receive a response. As of this moment the estimated lead time for these operators is April until further notified. We apologize for the inconvenience and Freedom Waterworks is adamant to push this date closer to the project's expectation.

Sincerely,

Reid Hudson
11943 FM 529
Houston, TX 77493



TR-029

TRANSMITTAL SHEET

P.O. BOX #842089 Houston, TX 77284 Phone 281/ 550-7107 Fax 281/ 859-2939



Date: 01/10/25

Job: City of Port Lavaca

Water Supply System Improvements

To: AECOM

19219 Katy Freeway, Ste. 100

Houston, TX 77094

PCO 3R - WL Hot Tap

Attn: Chris Rolan, EIT / Vinoth Manoharan PE

- We are sending | herewith.....
- | under separate cover.....
- | by messenger.....

1 print(s) each of the following: PCO 3R - WL Hot Tap

- which are | approved.....
- | approved as noted.....
- | returned to you for correction and resubmittal.....
- | for your information.....
- | for your review.....

cc:

By: Giovanni Alvarenga

Giovanni Alvarenga, PM

JTR CONSTRUCTORS, INC.

FILE PC003

CITY OF PORT LAVACA
WATER PLANT

JOB #22404

10-Jan-25

PROPOSED CHANGE # 3R

DESCRIPTION: INSTALL WATER LINE AND TAP

LABOR (BARE)	9,270.00
LABOR BURDEN (55%)	5,098.50
SAFETY EQUIP(5%)	463.50
LABOR TOTAL	14,832.00
MATERIALS	26,220.33
SUBCONTRACT	6,169.00
P.C. SUBTOTAL	47,221.33
OVERHEAD (10%)	4,722.13
PROFIT (5%)	2,361.07
BOND (2.5%)	1,358.00
INSURANCE (1.5)	815.00
TOTAL PC AMOUNT	56,478.00

TIME EXTENSION: 45 DAYS

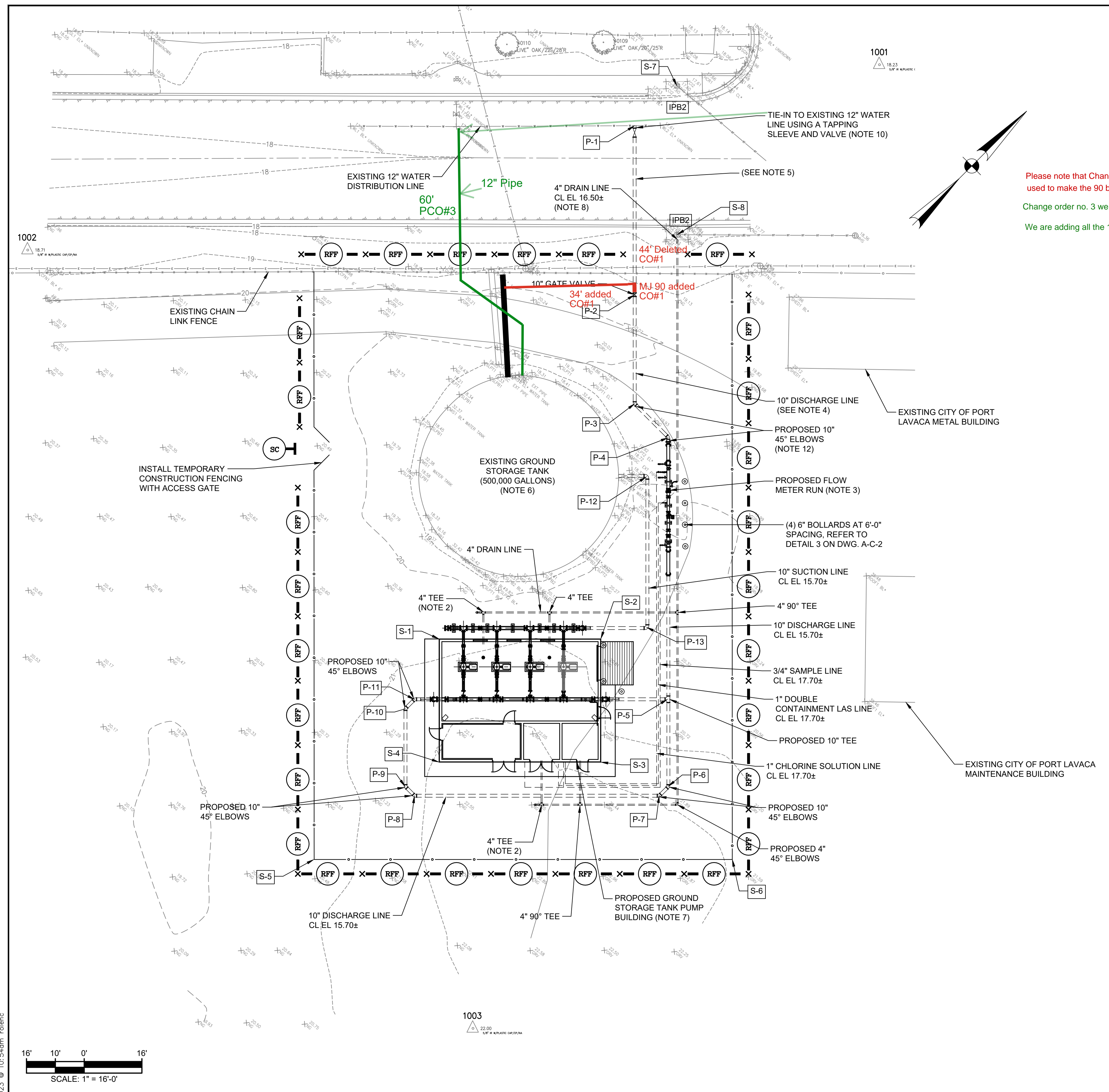
If we are allowed to use C900	54,616.00
If City provides gate valve	50,867.00

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.
ONE INCH

NOTES:

1. PROVIDE APPROPRIATE RESTRAINTS ON ALL TEES, WYES, BENDS, CROSSES, VALVES, AND OFFSETS PER PIPING SCHEDULE NOTE 12 ON DWG. NO. B-G-2.
2. PROVIDE CLEAN-OUT ON ALL ELBOWS AND TEES ON DRAIN LINE. REFER TO DETAIL 7 ON DWG. A-C-2 FOR CLEAN-OUT DETAIL.
3. REFER TO DWG. NO. B-M-6 FOR METER RUN PLAN AND SECTIONS.
4. CENTERLINE ELEVATION OF EXISTING 12" WATER DISTRIBUTION LINE TO BE DETERMINED BY CONTRACTOR. CENTERLINE OF PROPOSED 8" DISCHARGE LINE TO MATCH CENTERLINE OF EXISTING DISTRIBUTION LINE. PROVIDE A MINIMUM OF 4'-0" OF COVER ABOVE THE PIPE WHERE POSSIBLE.
5. PROPOSED 8" LINE TO BE INSTALLED BY OPEN CUT METHOD. LANE CLOSURES DURING PIPE INSTALLATION TO BE COORDINATED WITH CITY OF PORT LAVACA. PREPARE SUBGRADE, INSTALL BASE COURSE, AND INSTALL PAVEMENT ACCORDING TO TX DOT SPECIFICATIONS.
6. REFER TO DWGS. NO. B-M-1 TO B-M-5 FOR GROUND STORAGE TANK REHABILITATION DRAWINGS AND PHOTOGRAPHS.
7. REFER TO DWGS. NO. B-M-7 TO B-M-12 FOR GROUND STORAGE TANK PUMP BUILDING PLANS AND SECTIONS.
8. CONNECT PROPOSED 4" DRAIN LINE TO THE EXISTING STORM SEWER MANHOLE. SLOPE OF 4" DRAIN LINE TO BE A MINIMUM OF 0.53%.
9. CONTRACTOR TO COORDINATE LAYDOWN AREA WITH THE OWNER.
10. REFER TO TECHNICAL SPECIFICATION SECTION 02525 - "TAPPING SLEEVES AND VALVES" FOR ADDITIONAL INFORMATION.
11. CONTRACTOR SHALL ONLY USE THE WESTERNMOST GATE ALONG WEST GEORGE STREET TO ACCESS THE SITE.
12. PIPE FITTINGS TO BE INSTALLED WITH RESTRAINED JOINTS INSTEAD OF THRUST BLOCKING.
13. CONTRACTOR SHALL GRADE SITE TO MATCH EXISTING DRAINAGE PATTERN.

Please note that Change order no 1 a credit of \$ 30,000 was issued. The pipe which extended to the existing waterline was used to make the 90 bend and tie in to the existing fill line. No pipe line was credit. Only the work outside the fence was credit
Change order no. 3 we are adding the work outside the property and Therefore \$ 30,000 must be added back to the Change order in addition
We are adding all the 12" proposed pipe line This is considered all new pipe and materials.



PIPE AND VALVE CONTROL POINTS			
POINT	NORTHING	EASTING	DESCRIPTION
P-1	13415222.0596	2727679.4616	TAPPING VALVE CONNECTION TO EXISTING 12" WATER LINE
P-2	13415185.8469	2727709.2357	12" GATE VALVE ON DISCHARGE LINE DOWNSTREAM OF FLOW METER RUN
P-3	13415162.4962	2727728.4216	12" 45° ELBOW ON DISCHARGE LINE DOWNSTREAM OF FLOW METER RUN
P-4	13415161.2042	2727741.5436	12" 45° ELBOW ON DISCHARGE LINE DOWNSTREAM OF FLOW METER RUN
P-5	13415105.0808	2727787.6736	12" TEE ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-6	13415086.3793	2727803.0482	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-7	13415082.7980	2727802.6971	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-8	13415039.7538	2727750.2964	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-9	13415040.1049	2727746.7151	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-10	13415056.8414	2727732.9594	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-11	13415060.4227	2727733.3105	12" 45° ELBOW ON DISCHARGE LINE UPSTREAM OF FLOW METER RUN
P-12	13415149.2644	2727743.8386	12" 90° ELBOW ON GROUND STORAGE TANK SUCTION LINE
P-13	13415116.6505	2727770.6510	12" 90° ELBOW ON GROUND STORAGE TANK SUCTION LINE

STRUCTURE CONTROL POINTS			
POINT	NORTHING	EASTING	DESCRIPTION
S-1	13415077.6728	2727727.6728	NORTHWEST CORNER OF GST PUMP BUILDING
S-2	13415106.1298	2727762.5697	NORTHEAST CORNER OF GST PUMP BUILDING
S-3	13415079.7280	2727784.2563	SOUTHEAST CORNER OF GST PUMP BUILDING
S-4	13415051.2710	2727749.6120	SOUTHWEST CORNER OF GST PUMP BUILDING
S-5	13415008.4143	2727739.9751	SOUTHWEST CORNER OF TEMPORARY FENCE
S-6	13415082.0073	2727829.5689	SOUTHEAST CORNER OF TEMPORARY FENCE
S-7	13415238.0512	2727681.4851	INLET ON NORTHWEST SIDE OF GEORGE STREET
S-6	13415206.1999	2727707.7741	INLET ON SOUTHEAST SIDE OF GEORGE STREET



TCE No. 105070 (15001) Proj: City of Port Lavaca\City of Port Lavaca\60659778 Water system planning and WWP expansion\900 CAD, GIS\910-CAD\9778 WTP B-C-2 Prop Site.dwg
 Plot Time: Jun 23, 2023 @ 10:54am rcbrc

NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

DESIGNED BY CR
 DRAWN BY AECOM
 CHECKED BY VM
 REVIEWED BY MA



AECOM TECHNICAL SERVICES, INC.
 19219 KATY FREEWAY, SUITE 100
 HOUSTON, TEXAS 77094
 WWW.AECOM.COM
 TBPELS REG. NO. F-3580

CITY OF PORT LAVACA TEXAS
 WATER SUPPLY SYSTEM
 IMPROVEMENTS



CIVIL
 PROPOSED OVERALL SITE PLAN

DWG NO. B-C-2
 SHEET NO. 15 OF 51
 DATE: JUNE 2023
 PROJ REF 60659778

SUMMARY
RECAP

PROJECT: PORT LAVACA WATER PLANT
 LOCATION: PORT LAVACA, TEXAS
 DESCRIPTION: PIPE INSTALLATION
 FILENAME: S:\Projects\22404-PortLavaca\WP\PCO\PCO04HottapWL\PIPE.xlsm]Summary&Detail

EST No. E-
 BID DATE:
 ENGINEER:
 OWNER:

SPEC. SECTIONS:
 ESTIMATOR:

Section VIII. Item #12.

LINE ITEM	DESCRIPTION	SIZE	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
1	REMOVE EXISTING WATERLINE				45.00			16					720	150	145	0	0	1,015
2	NEW WATERLINE				45.00			61					2,745	0	659	0	0	3,404
3	LINE ITEM 3				#DIV/0!			0					0	0	0	0	0	0
4	LINE ITEM 4				#DIV/0!			0					0	0	0	0	0	0
5	LINE ITEM 5				#DIV/0!			0					0	0	0	0	0	0
6	LINE ITEM 6				#DIV/0!			0					0	0	0	0	0	0
7	LINE ITEM 7				#DIV/0!			0					0	0	0	0	0	0
8	LINE ITEM 8				#DIV/0!			0					0	0	0	0	0	0
9	LINE ITEM 9				#DIV/0!			0					0	0	0	0	0	0
10	LINE ITEM 10				#DIV/0!			0					0	0	0	0	0	0
11	LINE ITEM 11				#DIV/0!			0					0	0	0	0	0	0
12	LINE ITEM 12				#DIV/0!			0					0	0	0	0	0	0
13	LINE ITEM 13				#DIV/0!			0					0	0	0	0	0	0
14	LINE ITEM 14				#DIV/0!			0					0	0	0	0	0	0
15	LINE ITEM 15				#DIV/0!			0					0	0	0	0	0	0
TOTAL PIPE INSTALLATION								77					3,465	150	804	0	0	4,419
AMOUNT WHICH MAY BE SUBCONTRACT								0					0	0	0	0	0	0
REMAINDER OF PIPE INSTALLATION								77					3,465	150	804	0	0	4,419

Section VIII. Item #12.

SUB-CONTRACT	ITEM/CREW	DESCRIPTION	SIZE	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
	1	REMOVE EXISTING WATERLINE				45.00			16					720	150	145	0	0	1,015
	HA	REMOVE EXISTING FLG 45	12.00	1	EA	45.00	2.000	1.00	2	0.00	20.00	0.00	0	90	0	20	0	0	110
	HA	REMOVE EXISTING SPOOL	12.00	1	EA	45.00	2.500	1.00	3	0.00	25.00	0.00	0	135	0	25	0	0	160
	HA	REMOVE EXISTING 45 BEND	12.00	1	EA	45.00	2.000	1.00	2	0.00	20.00	0.00	0	90	0	20	0	0	110
	HU	REMOVE THRUST BLOCK	12.00	1	EA	45.00	3.200	1.00	3	150.00	50.00	0.00	0	135	150	50	0	0	335
	HU	CUT PIPE	12.00	2	LF	45.00	3.000	1.00	6	0.00	15.00	0.00	0	270	0	30	0	0	300

SUB-CONTRACT	ITEM/CREW	DESCRIPTION	SIZE	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
	2	NEW WATERLINE				45.00			61					2,745	0	659	0	0	3,404
	HA	FLG DI 45	12.00	1	EA	45.00	2.500	1.00	3	0.00	20.00	0.00	0	135	0	20	0	0	155
	HA	FxF SP 7-0	12.00	1	EA	45.00	3.500	1.00	4	0.00	20.00	0.00	0	180	0	20	0	0	200
	HA	FLG DI 45	12.00	1	EA	45.00	2.500	1.00	3	0.00	20.00	0.00	0	135	0	20	0	0	155
	HU	FLANGE ADAPTER	12.00	2	EA	45.00	2.000	1.00	4	0.00	20.00	0.00	0	180	0	40	0	0	220
	HU	DUCTILE IRON PIPE	12.00	65	LF	45.00	0.250	1.00	16	0.00	1.60	0.00	0	720	0	104	0	0	824
	HU	M.J. DI TEE	12.00	0	EA	45.00	0.000	1.00	0	0.00	0.00	0.00	0	0	0	0	0	0	0
	HU	M.J. DI 45	12.00	2	EA	45.00	2.500	1.00	5	0.00	20.00	0.00	0	225	0	40	0	0	265
	HU	STAR GRIPS	12.00	4	EA	45.00	2.000	1.00	8	0.00	20.00	0.00	0	360	0	80	0	0	440
	HU	EXPOSE EXISTING PIPE	12.00	1	EA	45.00	8.000	1.00	8	0.00	50.00	0.00	0	360	0	50	0	0	410
	HU	THRUST BLOCK	12.00	3	EA	45.00	3.200	1.00	10	0.00	95.00	0.00	0	450	0	285	0	0	735

SUMMARY
RECAP

PROJECT: PORT LAVACA WATER PLANT
 LOCATION: PORT LAVACA, TEXAS
 DESCRIPTION: PIPE EXCAVATION
 FILENAME: S:\Projects\22403-ShenandoahWWTP\PCO\PCO07 MIBldg\PAINT.xls\Sheet1

EST No. E-
 BID DATE:
 ENGINEER:
 OWNER:

SPEC. SECTIONS:
 ESTIMATOR:

Section VIII. Item #12.

LINE ITEM	DESCRIPTION	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
1	WATERLINE			45.00			62					2,790	1,749	0	2,035	0	6,574
2	ROAD CROSSING			45.00			67					3,015	1,900	1,130	0	0	6,045
3	LINE ITEM 3			#DIV/0!			0					0	0	0	0	0	0
4	LINE ITEM 4			#DIV/0!			0					0	0	0	0	0	0
5	LINE ITEM 5			#DIV/0!			0					0	0	0	0	0	0
6	LINE ITEM 6			#DIV/0!			0					0	0	0	0	0	0
7	LINE ITEM 7			#DIV/0!			0					0	0	0	0	0	0
8	LINE ITEM 8			#DIV/0!			0					0	0	0	0	0	0
9	LINE ITEM 9			#DIV/0!			0					0	0	0	0	0	0
10	LINE ITEM 10			#DIV/0!			0					0	0	0	0	0	0
11	LINE ITEM 11			#DIV/0!			0					0	0	0	0	0	0
12	LINE ITEM 12			#DIV/0!			0					0	0	0	0	0	0
13	LINE ITEM 13			#DIV/0!			0					0	0	0	0	0	0
14	LINE ITEM 14			#DIV/0!			0					0	0	0	0	0	0
15	LINE ITEM 15			#DIV/0!			0					0	0	0	0	0	0
TOTAL PIPE EXCAVATION							129					5,805	3,649	1,130	2,035	0	12,619
AMOUNT WHICH MAY BE SUBCONTRACT							0					0	0	0	0	0	0
REMAINDER OF PIPE EXCAVATION							129					5,805	3,649	1,130	2,035	0	12,619

Section VIII. Item #12.

SUB-CONTRACT	LINE ITEM	DESCRIPTION	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
	1	WATERLINE			45.00			62					2,790	1,749	0	2,035	0	6,574
		GRADE BOTTOM	210	SF	45.00	0.025	1.00	5	0.00	0.00	0.00	0	225	0	0	0	0	225
		EXCAVATE	39	CY	45.00	0.300	1.00	12	10.00	0.00	0.00	0	540	389	0	0	0	929
		BEDDING	17	CY	45.00	0.300	1.00	5	10.00	0.00	75.00	0	225	174	0	1,306	0	1,705
		BACKFILL	10	CY	45.00	0.300	1.00	3	10.00	0.00	0.00	0	135	97	0	0	0	232
		CS BACKFILL	10	CY	45.00	0.300	1.00	3	10.00	0.00	75.00	0	135	97	0	729	0	961
		WASTE	29	CY	45.00	0.300	1.00	9	10.00	0.00	0.00	0	405	292	0	0	0	697
		TRENCH SHORING	700	SF	45.00	0.035	1.00	25	1.00	0.00	0.00	0	1,125	700	0	0	0	1,825

SUB-CONTRACT	LINE ITEM	DESCRIPTION	QTY	UNIT	WAGE RATE	UNIT M.H.	DIFF FACT	TOTAL M.H.	UNIT EQUIPMENT	UNIT CONSUMABLES	UNIT MATERIAL	UNIT SUBS	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL CONSUMABLES	TOTAL MATERIALS	TOTAL SUBS	TOTAL COST
	2	ROAD CROSSING			45.00			67					3,015	1,900	1,130	0	0	6,045
		SAW CUT ROAD	60	LF	45.00	0.050	1.00	3	0.00	1.00	0.00	0	135	0	60	0	0	195
		INSTALL STEEL PLATE FOR ROAD CROSSIN	4	EA	45.00	4.000	1.00	16	225.00	15.00	0.00	0	720	900	60	0	0	1,680
		REMOVE STEEL PLATE	4	EA	45.00	3.000	1.00	12	0.00	15.00	0.00	0	540	0	60	0	0	600
		CRANE	1	DAY	45.00	8.000	1.00	8	1,000.00	0.00	0.00	0	360	1,000	0	0	0	1,360
		FLAG MEN	3	EA	45.00	8.000	1.00	24	0.00	50.00	0.00	0	1,080	0	150	0	0	1,230
		SAFETY BARRICADES	8	EA	45.00	0.500	1.00	4	0.00	100.00	0.00	0	180	0	800	0	0	980
		SHORING	0	SF	45.00	0.035	1.00	0	0.65	0.00	0.00	0	0	0	0	0	0	0

REVISED Proposal

Sylva Construction, LLC
819 West Mahan Street
Port Lavaca, TX 77979
Phone 361-552-2123

December 16, 2024

JTR Constructors

Attn: Tony Gonzalez

Job: City of Port Lavaca Water Supply System Improvements

Furnishing equipment, labor, and material for the following work scope on trench in street approximately 26 LF.

1. Install and compact base course.
2. Install asphalt pavement.

Items 1 and 2

\$6,169.00

Sales tax is not included.

Quote is good for 30 days.

Thank you for giving us the opportunity to quote this job. If you have any questions, please call me.

Sam Sylva
Sylva Construction, LLC



Freedom Waterworks
 FKA Cohen Industrial Supply
 11943 FM 529, Houston, TX 77041
 Phone : 713-467-3300 Fax : 713-467-3397

Section VIII. Item #12.

Sales Quote

Page: 1

Sales Quote Number: 8000538
 Sales Quote Date: 12/9/2024

Sell To: JTR Constructors, Inc: 2023-267 Port Lavaca WSS
 PO: 22404
 32361 Morton Rd.
 Brookshire, Tx. 77423
 USA

Ship To: JTR Constructors, Inc: 2023-267 Port Lavaca
 PO: 22404
 32361 Morton Rd.
 Brookshire, Tx. 77423
 USA

Terms NET 30

SalesPerson REID HUDSON

Job :

Bid Date :

Job Name :

Bid Time :

Rev :

Addendums :

Engineer Name :

Tag No.	Quantity	Unit	Description	Unit Price	Total Price
0000001	60	FT	12" CL350 TYTON DIP CL	80.93	4,855.80
0000002	2	EA	12 DI MJ 45 ELL	361.42	722.84
0000003	1	EA	12" X 2' 0" F125 X PE FAB PIPE CL	820.08	820.08
0000004	1	EA	12x10 DI FLG TEE	1,316.25	1,316.25
0000005	2	EA	12 DI FLG 45 ELL	703.80	1,407.60
0000006	1	EA	12" X 5' 0" F125 X F125 FAB PIPE CL	1,876.80	1,876.80
0000007	1	EA	12" FLG X MJ DI NRS GATE VALVE	3,135.46	3,135.46
0000008	1	EA	12" X 12" 304SS TAPPING SLEEVE FOR 13.4-13.8" OD W/ 304SS FLG OUTLET	2,839.07	2,839.07
0000009	6	EA	12" 304SS BNG SET FLG DIP X FLG DIP 7/8" X 3-3/4"	77.83	466.98
0000011	1	EA	10" 304SS BNG SET FLG DIP X FLG DIP 7/8" X 3-3/4"	75.05	75.05
0000010	5	EA	12 STARGRIP PACK SERIES 3000P W/ 304SS HARDWARE	187.28	936.40

Total: 18,452.33

Please refer to the quotation number above to insure proper pricing.

All sales are in U.S. Dollars.

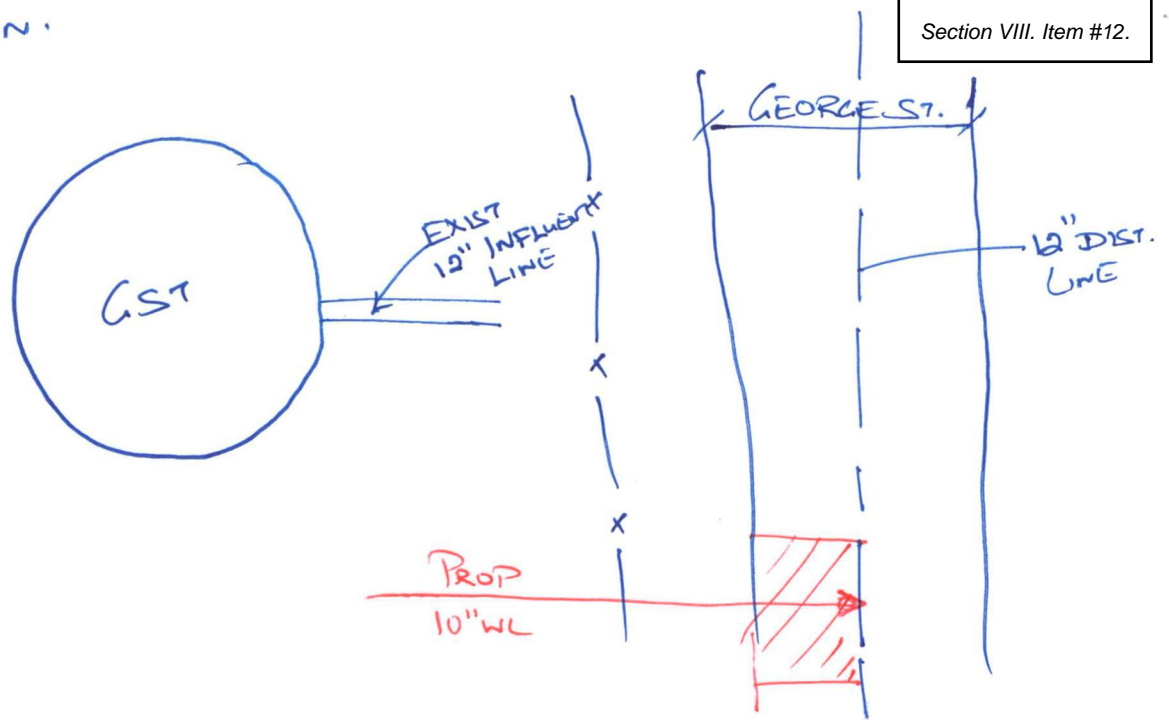
The estimated time to ship is based on information available to Cohen at the time of this quotation. (Cohen is not responsible for delays due to the availability of material.)

FOB: Our yard in Houston or point of shipment. Prices are quoted firm for 30 days.

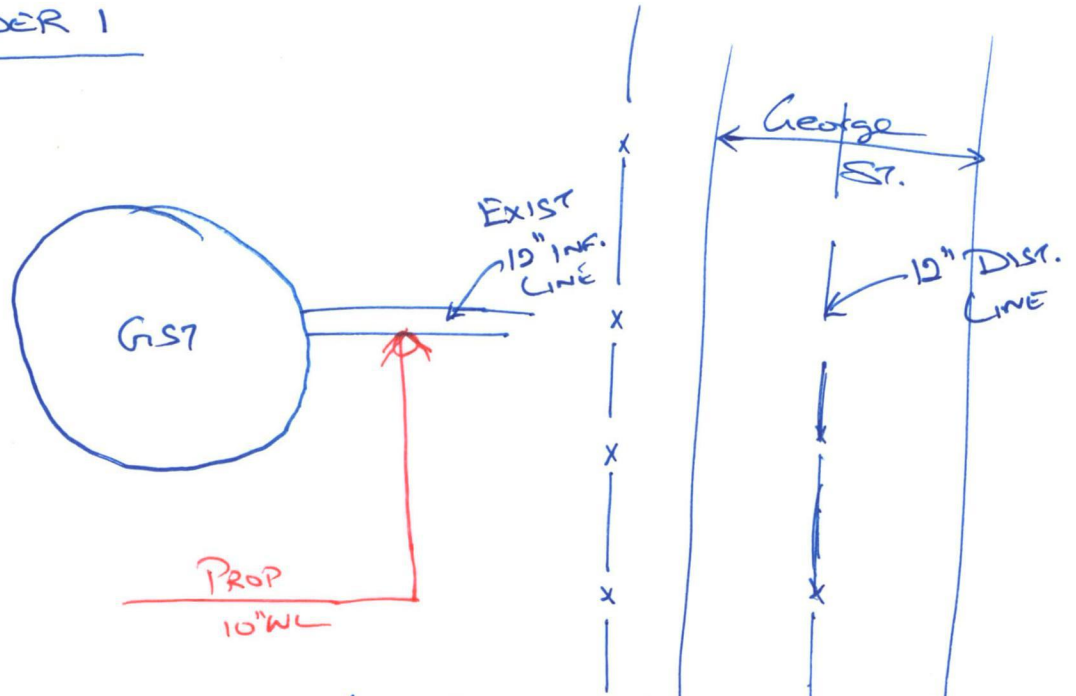
Sales tax will be added unless the proper exempt certificates are submitted with the order.

ORIGINAL PLAN:

Section VIII. Item #12.

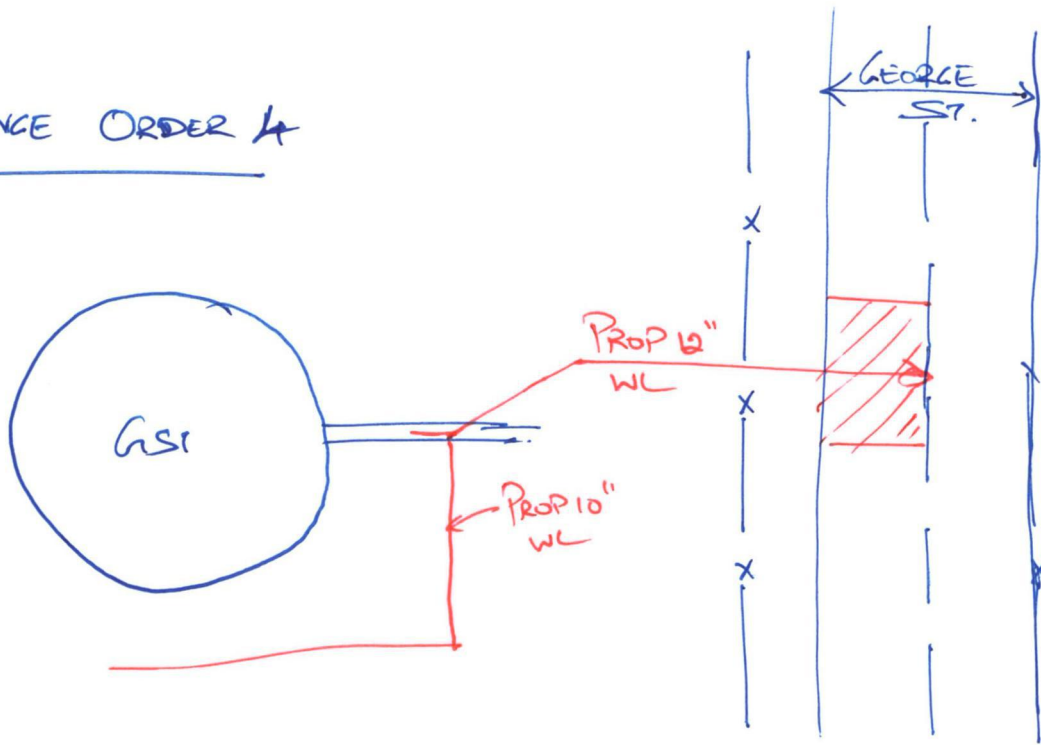


CHANGE ORDER 1



Understanding was that the Exist 12" Influent Line is connected to the distribution system (12" line along George Street)
Eliminates portion of proposed 10" WL
Eliminates replacement of pavement (George St) at the TSV location

CHANGE ORDER 4



Found out that the Exist 12" Inf Line is not connected to the distribution system and that it comes from remote site
Adds 12" WL in place of the originally proposed 10" WL
Includes removal of a segment of 12" WL
12x 12 TSV in place of 12x10 TSV

The difference comes from

- Added charges for labor and materials for removing existing waterline and installing new waterline (\$4,419)
- Added charges for new waterline pipe and equipment (\$12,478)
- With Labor Burden (55%), Overhead(10%), Profit(5%), Bond(2.5%), and Insurance(1.5%): \$23,000

COMMUNICATION

SUBJECT: Consider approval of a Planning Proposal from LJA Planning and Landscape Architecture to prepare a Parks Master Plan for a fee not to exceed \$75,000.00 per the Professional Services Agreement (PSA) dated February 25, 2022. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** _____

DATE: 02.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Consider approval of Planning Proposal from LJA to prepare a Parks Master Plan

Background:

This text below is copied from the 2016 PLAN PORT LAVACA Comprehensive Plan. Adoption of a Master Parks Plan was included as an Action item for year 3 to 9 (from 2016).

It is the community's desire to increase livability through quality of life by promoting improvements to the existing parks and trail system. To effectively accommodate the recommended future acquisition of park lands and facilitate improvements on existing parks the city must develop a **Parks Master Plan** to guide the future of park development. Building upon the priorities designated by the city, the Parks Master Plan will provide a long-term vision and guidance to make informed policy decisions. The plan identifies community desires for recreational uses and associated park growth areas as well as emphasizing trail recommendations. This document should be used as a planning tool by citizens, elected officials, boards, the City Council, and developers to understand community desires and make certain long-term community success.

At the June 2024 Council meeting, Council reviewed the recommendations of the Parks Board scoring committee and selected LJA Planning & Landscape Architecture out of Houston to prepare a Parks Master Plan. As you recall, LJA performed the Downtown Waterfront Master Plan and is working with us now on a design for our gateway signs and recently completed a small landscape design for around the message board and lighthouse at the Bauer Community Center.

Attached please find the Planning Proposal from LJA for this Master Parks Plan, which includes 3 opportunities for Public engagement: a workshop, and open house, and a public hearing. The fees shown in the proposal represent a maximum not-to-exceed total amount of \$75,000. Invoices will be based upon actual hours and expenses incurred and will include a comparison of actual hours spent relative to budgeted hours. Any changes to the scope, will result in a separate proposal for approval.

Financial Impact:

The 2024-25 approved budget includes \$180,000 under City Manager Contracted Services broken down as follows: VEDC: \$25,000; **Parks Master Plan: \$75,000**; Gateway AIA Plans: \$35,000; 380 Agreement Commitment: \$30,000; Misc. consulting: \$15,000

This Agreement with LJA commits no more than \$75,000 without additional authorization.

Recommendation:

Approve the Proposal from LJA Architects for an amount not to exceed \$75,000.

February 5, 2025

PLANNING PROPOSAL

Ms. Jody Weaver - Interim City Manager
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979

Re: Proposal for Planning Services
Parks and Recreation Master Plan Report – Planning Services
Port Lavaca, Texas
LJA Proposal No. 25-40900

Dear Ms. Weaver:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal outlining planning services for the above-referenced property in the City of Port Lavaca, Texas. This agreement is by and between LJA Engineering, Inc. (LJA), the “Consultant” and the City of Port Lavaca, the “Client”. We propose the following services and corresponding fees in accordance with the Professional Services Agreement (PSA) between the City of Port Lavaca and LJA Engineering, Inc. dated February 25, 2022.

SCOPE OF SERVICES

The work will consist of preparing a Parks and Recreation Master Plan for the City of Port Lavaca, with workshops, meetings, and deliverables as defined below.

Project Management

1. Schedule and Invoices – Prepare project schedule and provide periodic schedule updates on Project Check-in Calls. Provide monthly progress reports for review by the City’s Project Manager. The Project is anticipated to take approximately 12 months, with the schedule being flexible to accommodate changes in City meetings and events. LJA will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. The schedule will be adjusted, if applicable, as needed, upon mutual understanding. Invoices for all work completed during the period will be submitted monthly for work performed with overall percentage complete of the Project.
2. Project Check-in Calls – Prepare for and attend monthly coordination calls on Microsoft Teams with the Project Team, to include the Project Manager/Deputy Project Manager and an authorized representative(s) from the City able to provide direction and make decisions as applicable. Up to 12 coordination meetings will be held. Calls may be scheduled every other week when there is a significant amount of project activity. City will keep LJA informed of any new development activity, political context, policy changes, and relevant events to the Project.

Public Engagement

1. Public Workshop – At the beginning of the project, the Consultant will prepare, attend and conduct one (1) public workshop for the purpose of collecting information from the public. This workshop will be in-person and will kick off the public engagement process. The Consultant will provide the necessary personnel to ensure that the workshop attendees have a clear understanding of the goals and intention of the Parks and Recreation Master Plan. Printed materials for the workshop will be provided.
2. Open House – At the midpoint of the project, to be determined in coordination with City Staff, the Consultant will prepare for, attend, and conduct one (1) Open House, a public event, at which community members can interact with the Consultant team, view displays, and provide feedback. The Consultant will answer any questions from the public or city staff and incorporate feedback as required. The Consultant will prepare any visual exhibits that are required to conduct the Open House including but not limited to plans, boards, and PowerPoint presentation.
3. Public Hearing – The Consultant will prepare for, attend, and conduct one (1) public hearing at city council where the final version of the Master Parks and Recreation Plan will be presented to the public. The Consultant will prepare the necessary documents, be they PDF or PowerPoint files, for the purpose of presenting the information to the public. The Consultant will address any minor revisions resulting from the public hearing, as required or applicable.

Master Parks and Recreation Report

1. Existing Parks and Amenities Evaluation: Assess current park conditions, facilities, trails, and services to determine strengths, gaps, and areas for improvement. This assessment will take place in person at one site visit, during which the Consultant team will physically inspect existing parks in the City of Port Lavaca. The Consultant will document the sites through photographs, as well as any drawings that may be necessary to indicate built conditions not shown on existing surveys or aerial data.
2. Determination of Major Parks Requirements, Locations, and Standards: The Consultant will identify essential park features, optimal site locations, and benchmark standards necessary to meet community needs. The determination process will follow the Public Workshop and incorporate user needs with physical conditions.
3. Park Recommendations with Cost Projections, Funding Alternatives, and Implementation Strategies: Develop actionable park improvement and development recommendations, complete with detailed cost estimates, potential funding sources, and step-by-step implementation plans.
4. Community Needs Assessment Based on Public Engagement: Incorporate community input gathered through public engagement activities to ensure the report reflects local priorities and expectations. This process will take place after the Open House, at which initial findings will be presented for review by the public.

5. Parks and Recreation Master Plan Report: Synthesize findings and recommendations into a comprehensive report that serves as the guiding document for future parks and recreation initiatives. The report will contain the necessary text, diagrams, plans, visualization images, and other related materials that will provide a clear vision to the citizens of Port Lavaca what future parks and recreation facilities will be.

Commencement of Services

The scheduling, production, and delivery of the services outlined within this scope shall be performed in a timely and professional manner. The Consultant will strive to meet the schedule agreed to with the Client, assuming proper and adequate notices for the work and a timeline are given to the Consultant prior to the commencement of this contract. The scheduling, production, and delivery of these services shall be reviewed and mutually agreed to by the Client and Consultant prior to the commencement of this contract. This assumes timely feedback from the Client, other Consultants and/or approval entities, minimal revisions, and a continuous design process. Unanticipated events or directives can mandate changes to the scheduling of production. Work shall be scheduled upon your written authorization via a returned signed original proposal. If the Client changes the initially agreed scope of services once the work has commenced, or requests effort beyond minor iterations once plan is approved by Client, or CAD product is generated, or significantly complete, additional fees will apply. This time shall be billed on an hourly basis based on the rate of those individuals involved in the additional work.

Additional Services

Services requested by the Client with no specified budget listed in the agreement will be performed by the Consultant, and shall be billed on an hourly basis based on the rate of those individuals involved in the additional work, i.e., research, analysis, exhibits, etc.

COMPENSATION

<u>Project Management</u>	
Scheduling, Invoices, and Project Check-ins <i>(Fees are to be charged hourly)</i>	\$4,800.00
<u>Public Engagement</u>	
Public Workshop <i>(Fees are to be charged hourly).</i>	\$9,600.00
Public Hearing <i>(Fees are to be charged hourly).</i>	\$3,600.00
Open House <i>(Fees are to be charged hourly).</i>	\$8,000.00
<u>Master Parks and Recreation Report</u>	
Existing Parks and Amenities Evaluation <i>(Fees are to be charged hourly).</i>	\$10,000.00
Determination of Major Parks Requirements, Locations, and Standards <i>(Fees are to be charged hourly).</i>	\$5,000.00
Park Recommendations <i>(Fees are to be charged hourly).</i>	\$7,000.00
Community Needs Assessment <i>(Fees are to be charged hourly).</i>	\$5,000.00
Parks Recreation and Master Plan Report <i>(Fees are to be charged hourly).</i>	\$20,000.00
<hr/>	
Estimated Reimbursable Expenses (mileage, printing, reproduction, etc.)	\$2,000.00
Total Estimated Fee Plus Reimbursable Expenses	\$75,000.00

Please note that fees are based on an efficient project implementation and have assumed no major changes to the scope of services. Fees shown for hourly basis elements represent a maximum, not-to-exceed total amount. Invoices for hourly fee basis elements will reflect the actual time incurred but will not exceed the budget amount shown. Total fee will not exceed the amount indicated on this proposal without prior authorization from the Client. Monthly invoices will include a comparison of actual hours spent relative to budgeted hours. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

TERMS OF PAYMENT

The scope of services for the above-referenced work has been clearly defined. Any modifications, revisions, or additional planning effort will be invoiced separately on a time and materials basis.

If this proposal meets with your approval, please execute and return a copy to us. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this matter, please call me at: 713.580.4148.

Sincerely,



Ernesto Alfaro
Principal, Planning



Matt Stoops, PLA
Vice President of Planning

MS/EA/mg

**APPROVED BY:
CITY OF PORT LAVACA**

By: _____

Name: _____

Title: _____

Date: _____

COMMUNICATION

SUBJECT: Consider declaring miscellaneous items located on property acquired by City of Port Lavaca at 304 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner. Presenter is Jody Weaver

INFORMATION:

COMMUNICATION

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

INFORMATION:

Racial Profiling Report | Full

Agency Name: PORT LAVACA POLICE DEPARTMENT

Reporting Date: 01/30/2025

TCOLE Agency Number: 057202

Chief Administrator: COLIN RANGNOW

Agency Contact Information:

Phone: (361) 552-3788

Email: crangnow@portlavaca.org

Mailing Address:

201 N COLORADO ST

PORT LAVACA, TX 77979-3403

This Agency filed a full report

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

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PORT LAVACA POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PORT LAVACA POLICE DEPARTMENT if the individual believes that a peace officer employed by the PORT LAVACA POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PORT LAVACA POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the PORT LAVACA POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PORT LAVACA POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Section VIII. Item #15.

Executed by: JAMES BURRIS
Detective

Date: 01/30/2025

Total stops: 3854

Street address or approximate location of the stop

City street	3540
US highway	6
County road	6
State highway	302
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	2
No	3852

Race / Ethnicity

Alaska Native / American Indian	9
Asian / Pacific Islander	73
Black	115
White	2711
Hispanic / Latino	946

Gender

Female	1425
Alaska Native / American Indian	3
Asian / Pacific Islander	73
Black	115
White	1070
Hispanic / Latino	283
Male	2429
Alaska Native / American Indian	6
Asian / Pacific Islander	44
Black	75
White	1641
Hispanic / Latino	663

Reason for stop?

Violation of law	166
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	6
White	66

Hispanic / Latino	91
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Moving traffic violation	2795
Alaska Native / American Indian	8
Asian / Pacific Islander	57
Black	80
White	2061
Hispanic / Latino	589
Vehicle traffic violation	891
Alaska Native / American Indian	1
Asian / Pacific Islander	13
Black	29
White	583
Hispanic / Latino	265
Was a search conducted?	
Yes	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	8
Hispanic / Latino	16
No	3830
Alaska Native / American Indian	9
Asian / Pacific Islander	73
Black	115
White	2695
Hispanic / Latino	938
Reason for Search?	
Consent	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4

Hispanic / Latino	2		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Probable	7		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	6		
Hispanic / Latino	1		
Inventory	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	2		
Incident to arrest	7		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	4		
Hispanic / Latino	3		
 Was Contraband discovered?			
Yes	8		Did the finding result in arrest?
			(total should equal previous column)
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	7	Yes 0	No 7
Hispanic / Latino	1	Yes 0	No 1
No	16		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	9		
Hispanic / Latino	7		

Description of contraband	
Drugs	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	7
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	3229
Alaska Native / American Indian	7
Asian / Pacific Islander	64
Black	95
White	2318
Hispanic / Latino	745
Citation	610
Alaska Native / American Indian	2
Asian / Pacific Islander	9
Black	20
White	385
Hispanic / Latino	194
Written warning and arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2
Citation and arrest	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	5
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	3
Hispanic / Latino	2
Violation of Traffic Law	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Was physical force resulting in bodily injury used during stop?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3854
Alaska Native / American Indian	9
Asian / Pacific Islander	73
Black	115
White	2711
Hispanic / Latino	946

Number of complaints of racial profiling

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

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

PORT LAVACA POLICE DEPARTMENT

01. Total Traffic Stops:	3854	
02. Location of Stop:		
a. City Street	3540	91.85%
b. US Highway	6	0.16%
c. County Road	6	0.16%
d. State Highway	302	7.84%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	3852	99.95%
b. YES	2	0.05%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	9	0.23%
b. Asian/ Pacific Islander	73	1.89%
c. Black	115	2.98%
d. White	2711	70.34%
e. Hispanic/ Latino	946	24.55%
05. Gender:		
a. Female	1425	36.97%
i. Alaska/ Native American/ Indian	3	0.08%
ii. Asian/ Pacific Islander	73	1.89%
iii. Black	115	2.98%
iv. White	1070	27.76%
v. Hispanic/ Latino	283	7.34%
b. Male	2429	63.03%
i. Alaska/ Native American/ Indian	6	0.16%
ii. Asian/ Pacific Islander	44	1.14%
iii. Black	75	1.95%
iv. White	1641	42.58%
v. Hispanic/ Latino	663	17.20%
06. Reason for Stop:		
a. Violation of Law	166	4.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	1.81%

Racial Profiling Analysis Report

iii. Black	6	3.61%
iv. White	66	39.76%
v. Hispanic/ Latino	91	54.82%
b. Pre-Existing Knowledge	2	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
c. Moving Traffic Violation	2795	72.52%
i. Alaska/ Native American/ Indian	8	0.29%
ii. Asian/ Pacific Islander	57	2.04%
iii. Black	80	2.86%
iv. White	2061	73.74%
v. Hispanic/ Latino	589	21.07%
d. Vehicle Traffic Violation	891	23.12%
i. Alaska/ Native American/ Indian	1	0.11%
ii. Asian/ Pacific Islander	13	1.46%
iii. Black	29	3.25%
iv. White	583	65.43%
v. Hispanic/ Latino	265	29.74%
07. Was a Search Conducted:		
a. NO	3830	99.38%
i. Alaska/ Native American/ Indian	9	0.23%
ii. Asian/ Pacific Islander	73	1.91%
iii. Black	115	3.00%
iv. White	2695	70.37%
v. Hispanic/ Latino	938	24.49%
b. YES	24	0.62%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	8	33.33%
v. Hispanic/ Latino	16	66.67%
08. Reason for Search:		
a. Consent	6	0.16%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	66.67%
v. Hispanic/ Latino	2	33.33%
b. Contraband in Plain View	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	7	0.18%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	6	85.71%
v. Hispanic/ Latino	1	14.29%
d. Inventory	3	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
e. Incident to Arrest	7	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	57.14%
v. Hispanic/ Latino	3	42.86%
09. Was Contraband Discovered:		
YES	8	0.21%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	7	87.50%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	7	
v. Hispanic/ Latino	1	12.50%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
b. NO	16	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	56.25%
v. Hispanic/ Latino	7	43.75%
10. Description of Contraband:		
a. Drugs	6	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	150.00%
v. Hispanic/ Latino	7	116.67%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
d. Alcohol	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	0.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	3229	83.78%
i. Alaska/ Native American/ Indian	7	0.22%
ii. Asian/ Pacific Islander	64	1.98%
iii. Black	95	2.94%
iv. White	2318	71.79%
v. Hispanic/ Latino	745	23.07%
c. Citation	610	15.83%
i. Alaska/ Native American/ Indian	2	0.33%
ii. Asian/ Pacific Islander	9	1.48%
iii. Black	20	3.28%
iv. White	385	63.11%
v. Hispanic/ Latino	194	31.80%
d. Written Warning and Arrest	5	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%

Racial Profiling Analysis Report

e. Citation and Arrest	10	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	50.00%
v. Hispanic/ Latino	5	50.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	5	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%
b. Violation of Traffic Law	5	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	5	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	40.00%
v. Hispanic/ Latino	3	60.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	3854	100.00%
i. Alaska/ Native American/ Indian	9	0.23%
ii. Asian/ Pacific Islander	73	1.89%
iii. Black	115	2.98%
iv. White	2711	70.34%
v. Hispanic/ Latino	946	24.55%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/30/2025

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
WRITTEN WARNING AND ARREST	HISPANIC/LATINO	40.00%	2
	WHITE	60.00%	3
		100.00%	5
Total			3,854

12. Arrest Based On			
OUTSTANDING WARRANT	HISPANIC/LATINO	60.00%	3
	WHITE	40.00%	2
		100.00%	5
VIOLATION OF PENAL CODE	HISPANIC/LATINO	40.00%	2
	WHITE	60.00%	3
		100.00%	5
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	40.00%	2
	WHITE	60.00%	3
		100.00%	5
Total			15

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.23%	9
	ASIAN/PACIFIC ISLANDER	1.89%	73
	BLACK	2.98%	115
	HISPANIC/LATINO	24.55%	946
	WHITE	70.34%	2,711
		100.00%	3,854
Total			3,854

Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	46.15%	6

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

Was Arrest Due to Contraband Found?			
N	WHITE	53.85%	7
		100.00%	13
Y	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Total			15

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01.Total Traffic Stops			
			3,854
			3,854
02. Location of Stop			
CITY STREET		91.85%	3,540
COUNTY ROAD		0.16%	6
STATE HIGHWAY		7.84%	302
US HIGHWAY		0.16%	6
Total		100.00%	3,854
03. Was Race Known Prior to Stop?			
N		99.95%	3,852
Y		0.05%	2
Total		100.00%	3,854
04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN		0.23%	9
ASIAN/PACIFIC ISLANDER		1.89%	73
BLACK		2.98%	115
HISPANIC/LATINO		24.55%	946
WHITE		70.34%	2,711
Total		100.00%	3,854
05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.21%	3
	ASIAN/PACIFIC ISLANDER	2.04%	29
	BLACK	2.81%	40
	HISPANIC/LATINO	19.86%	283

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	WHITE	75.09%	1,070
		100.00%	1,425
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.25%	6
	ASIAN/PACIFIC ISLANDER	1.81%	44
	BLACK	3.09%	75
	HISPANIC/LATINO	27.30%	663
	WHITE	67.56%	1,641
		100.00%	2,429
Total			3,854
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.29%	8
	ASIAN/PACIFIC ISLANDER	2.04%	57
	BLACK	2.86%	80
	HISPANIC/LATINO	21.07%	589
	WHITE	73.74%	2,061
		100.00%	2,795
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.11%	1
	ASIAN/PACIFIC ISLANDER	1.46%	13
	BLACK	3.25%	29
	HISPANIC/LATINO	29.74%	265
	WHITE	65.43%	583
		100.00%	891

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	1.81%	3
	BLACK	3.61%	6
	HISPANIC/LATINO	54.82%	91
	WHITE	39.76%	66
		100.00%	166
Total			3,854

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.23%	9
	ASIAN/PACIFIC ISLANDER	1.91%	73
	BLACK	3.00%	115
	HISPANIC/LATINO	24.49%	938
	WHITE	70.37%	2,695
		100.00%	3,830
Y	HISPANIC/LATINO	33.33%	8
	WHITE	66.67%	16
		100.00%	24
Total			3,854

08. Reason for Search?			
CONSENT	HISPANIC/LATINO	33.33%	2
	WHITE	66.67%	4
		100.00%	6
CONTRABAND IN PLAIN VIEW	WHITE	100.00%	1
		100.00%	1
INCIDENT TO ARREST	HISPANIC/LATINO	42.86%	3
	WHITE	57.14%	4

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
		100.00%	7
INVENTORY	HISPANIC/LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.23%	9
	ASIAN/PACIFIC ISLANDER	1.91%	73
	BLACK	3.00%	115
	HISPANIC/LATINO	24.49%	938
	WHITE	70.37%	2,695
		100.00%	3,830
PROBABLE CAUSE	HISPANIC/LATINO	14.29%	1
	WHITE	85.71%	6
		100.00%	7
Total			3,854

09. Was Contraband Discovered?			
N	HISPANIC/LATINO	43.75%	7
	WHITE	56.25%	9
		100.00%	16
Y	HISPANIC/LATINO	12.50%	1
	WHITE	87.50%	7
		100.00%	8
Total			24

10. Description of Contraband			
ALCOHOL	WHITE	100.00%	1

Port Lavaca, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

10. Description of Contraband			
		100.00%	1
DRUGS	HISPANIC/LATINO	16.67%	1
	WHITE	83.33%	5
		100.00%	6
OTHER	WHITE	100.00%	1
		100.00%	1
WEAPONS	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			9
11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.33%	2
	ASIAN/PACIFIC ISLANDER	1.48%	9
	BLACK	3.28%	20
	HISPANIC/LATINO	31.80%	194
	WHITE	63.11%	385
		100.00%	610
CITATION AND ARREST	HISPANIC/LATINO	50.00%	5
	WHITE	50.00%	5
		100.00%	10
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.22%	7
	ASIAN/PACIFIC ISLANDER	1.98%	64
	BLACK	2.94%	95
	HISPANIC/LATINO	23.07%	745
	WHITE	71.79%	2,318
		100.00%	3,229

COMMUNICATION

SUBJECT: Consider the request of Mr. & Mrs. Nevarez to establish a shrimp boat slip along the seawall in Smith Harbor. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: FEBRUARY 10, 2025 **AGENDA ITEM** _____

DATE: 02.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Request of Kevin and Sasha Nevarez for a boat slip in Smith Harbor

At the December 17, 2024 meeting of the Port Commission, the Commissioner considered a request of Kevin and Sasha Nevarez for a boat slip in Smith Harbor to park a shrimp boat they own directly behind their future restaurant and home. After discussion, Chairman Davila made a recommendation to deny the request which was seconded by Commissioner McGuire and voted Aye by the full Commission (all were in attendance).

The Commissioners generally agreed that they were not in favor of establishing any new boat slips in Smith Harbor at this time because of upcoming construction projects in the area including the CDBG-MIT funded Living Shoreline breakwater project and the Matagorda Bay Mitigation Trust funded project to construct a bulkhead and fishing dock in Smith Harbor. Note: As part of his lease agreement, Poor Boy Bait is permitted to park 2 shrimp boat alongside the 4,150 sf tract his leases for his bait shop (\$1,484.86/mo).

On the afternoon of December 17, I received an email from Mr. & Mrs. Nevarez requesting that the decision be appealed to City Council.

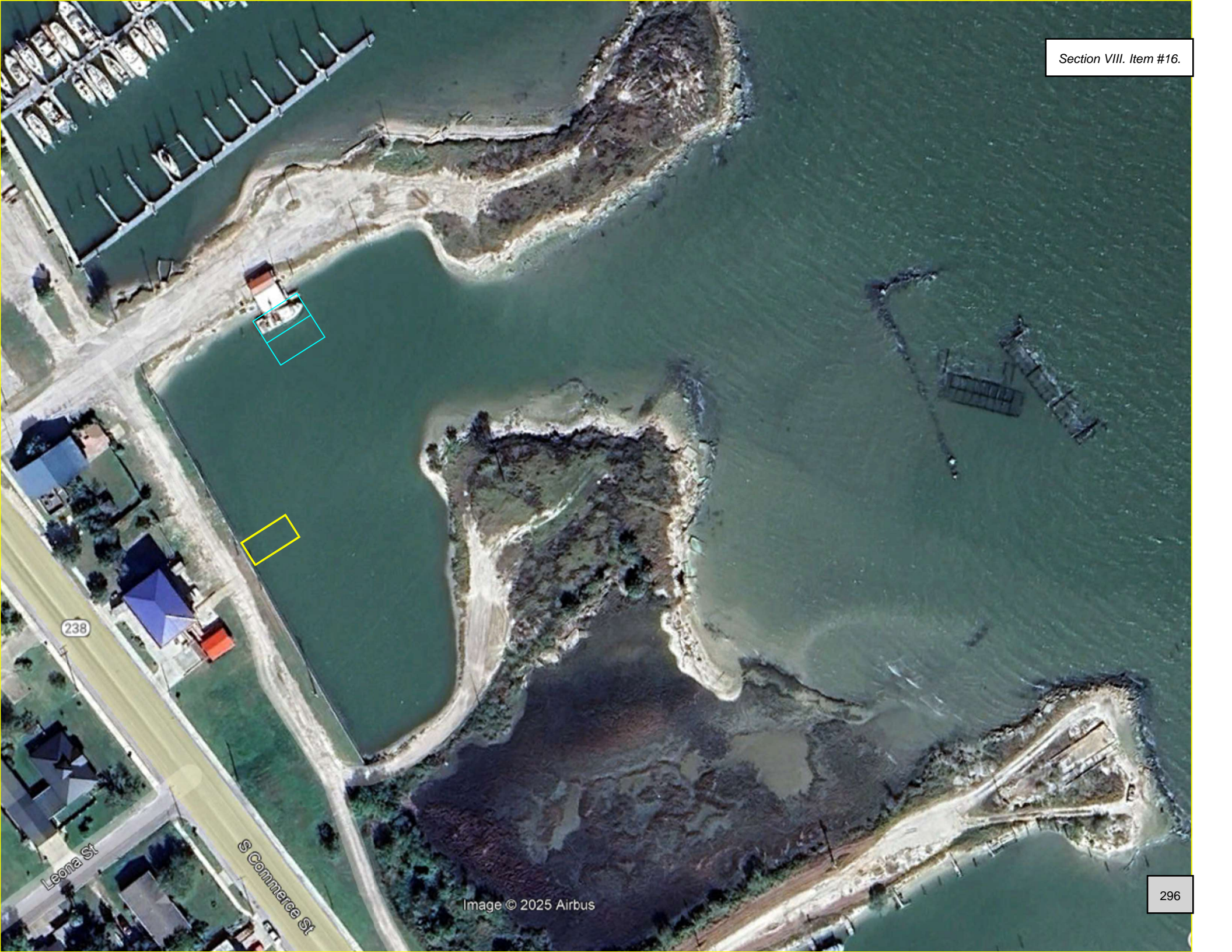
Below is a copy of the memo provided to the Port Commission for that agenda item and attached is a google map image of Smith Harbor, two sheets from the draft CDBG-MIT construction plans, and the concept plan for the MBMT project for reference. :

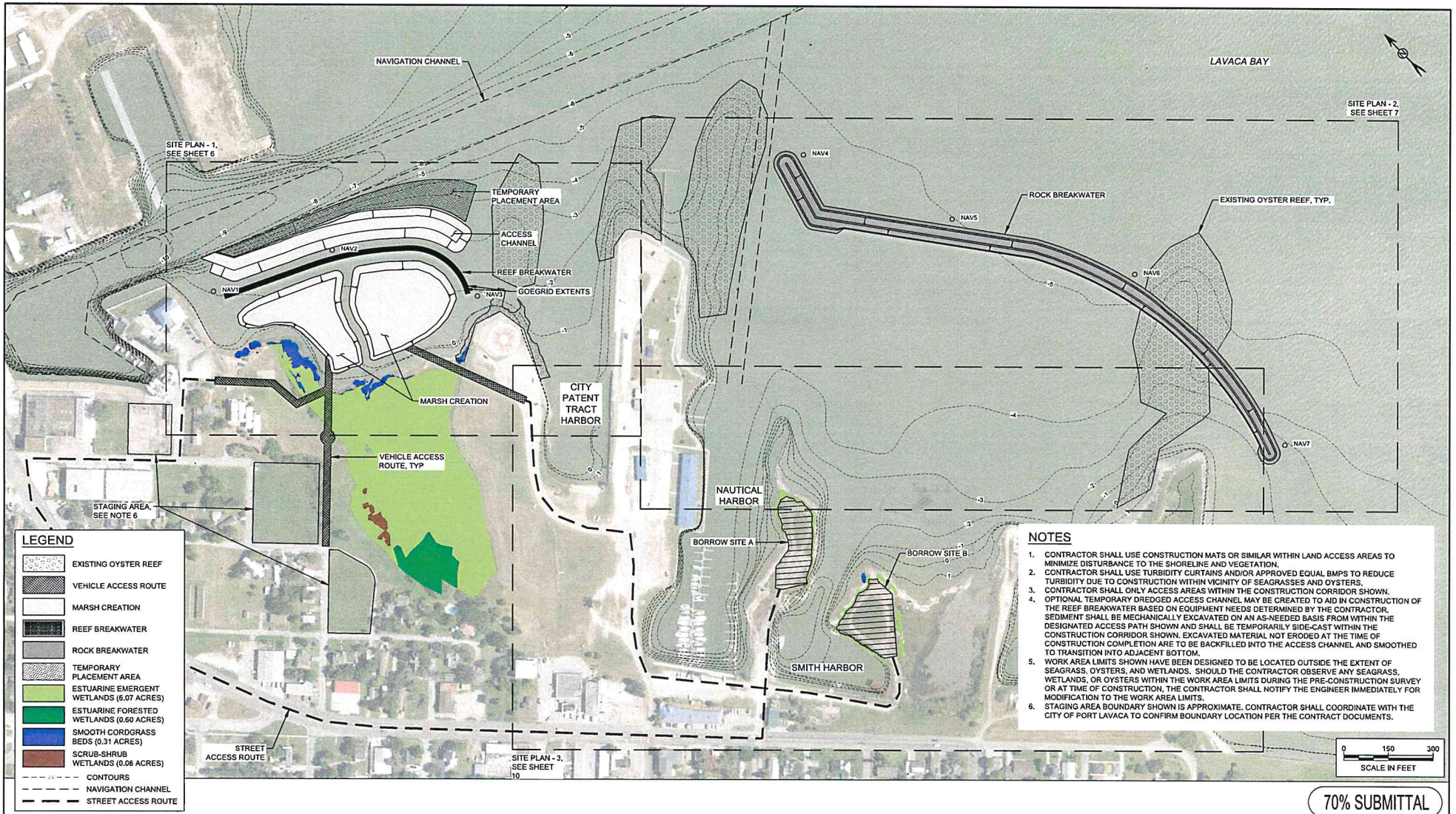
Kevin and Sasha Nevarez have requested a boat slip in Smith Harbor along the seawall directly behind their future restaurant and home. If permitted and a yearly contract is approved, the annual rent would be \$3,300, based upon a monthly rent calculated as follows: \$175.00 for the first 25 ft and \$5.00 for each foot greater than 25 ft in length. The boat is 45 ft long, so \$275/mo.

As you know there are future plans to construct a 10 ft wide walkway on the waterside of the seawall. It is hoped that funding could be found for this project within the next 5 years. If approved, staff recommends a lease term for this boat slip of no longer than one year at a time, with language that allows the City to terminate the lease with 60 days advance notice should construction of this walkway be scheduled to commence. In addition, staff recommends that the slip be established perpendicular to the dock (not parallel) to provide safer transfer between the boat to land. There are no tie off points along this seawall. If a slip is approved, the tenant will need to provide tie-off points as approved by the Harbor Master, with the agreement and understanding that the tenant will be responsible for removal at the time the walkway construction is scheduled.

There are plans to construct a bulkhead and fishing deck in the area just west of Poor Boys bait, but this construction shouldn't be affected by a shrimp boat docked approximately 200 ft away.

Attachments: Google Map of Smith Harbor; 2 sheets from 70% design plans of CDBG-MIT project; conceptual plan for MBMT project

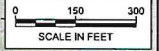




LEGEND

	EXISTING OYSTER REEF
	VEHICLE ACCESS ROUTE
	MARSH CREATION
	REEF BREAKWATER
	ROCK BREAKWATER
	TEMPORARY PLACEMENT AREA
	ESTUARINE EMERGENT WETLANDS (6.07 ACRES)
	ESTUARINE FORESTED WETLANDS (0.60 ACRES)
	SMOOTH CORDGRASS BEDS (0.31 ACRES)
	SCRUB-SHRUB WETLANDS (0.08 ACRES)
	CONTOURS
	NAVIGATION CHANNEL
	STREET ACCESS ROUTE

- NOTES**
- CONTRACTOR SHALL USE CONSTRUCTION MATS OR SIMILAR WITHIN LAND ACCESS AREAS TO MINIMIZE DISTURBANCE TO THE SHORELINE AND VEGETATION.
 - CONTRACTOR SHALL USE TURBIDITY CURTAINS AND/OR APPROVED BMPs TO REDUCE TURBIDITY DUE TO CONSTRUCTION WITHIN VICINITY OF SEAGRASSES AND OYSTERS.
 - CONTRACTOR SHALL ONLY ACCESS AREAS WITHIN THE CONSTRUCTION CORRIDOR SHOWN.
 - OPTIONAL TEMPORARY DREDGED ACCESS CHANNEL MAY BE CREATED TO AID IN CONSTRUCTION OF THE REEF BREAKWATER BASED ON EQUIPMENT NEEDS DETERMINED BY THE CONTRACTOR. SEDIMENT SHALL BE MECHANICALLY EXCAVATED ON AN AS-NEEDED BASIS FROM WITHIN THE DESIGNATED ACCESS PATH SHOWN AND SHALL BE TEMPORARILY SIDE-CAST WITHIN THE CONSTRUCTION CORRIDOR SHOWN. EXCAVATED MATERIAL NOT ERODED AT THE TIME OF CONSTRUCTION COMPLETION ARE TO BE BACKFILLED INTO THE ACCESS CHANNEL AND SMOOTHED TO TRANSITION INTO ADJACENT BOTTOM.
 - WORK AREA LIMITS SHOWN HAVE BEEN DESIGNED TO BE LOCATED OUTSIDE THE EXTENT OF SEAGRASS, OYSTERS, AND WETLANDS. SHOULD THE CONTRACTOR OBSERVE ANY SEAGRASS, WETLANDS, OR OYSTERS WITHIN THE WORK AREA LIMITS DURING THE PRE-CONSTRUCTION SURVEY OR AT TIME OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR MODIFICATION TO THE WORK AREA LIMITS.
 - STAGING AREA BOUNDARY SHOWN IS APPROXIMATE. CONTRACTOR SHALL COORDINATE WITH THE CITY OF PORT LAVACA TO CONFIRM BOUNDARY LOCATION PER THE CONTRACT DOCUMENTS.



70% SUBMITTAL

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www.jm08mac.com

Client

CITY OF PORT LAVACA

Rev	Date	Drawn	Description	YE	JC
A	12/16/24	TM	70% SUBMITTAL	YE	JC

THIS DOCUMENT IS PRELIMINARY AND IS NOT FOR CONSTRUCTION OR ANY PERMITTING PURPOSE

JOSHUA D. CARTER
TEXAS LIC. 97258

Project Number: 507107066
B/O: 5
Total: 17

Designed	TE	Eng check	JC
Drawn	TM	Coordination	
Dwg check		Approved	JC
Scale at ANSI D	Status	Rev	Security
As Noted			
Drawing Number			

PORT LAVACA
LIVING SHORELINE PROJECT

PROPOSED SITE PLAN

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70% SUBMITTAL

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Client



CITY OF PORT LAVACA

Rev	Date	Drawn	Description	TE	JC
A	12/16/24	TM	70% SUBMITTAL	TE	JC

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JOSHUA D. CARTER
 TEXAS LIC. 97258

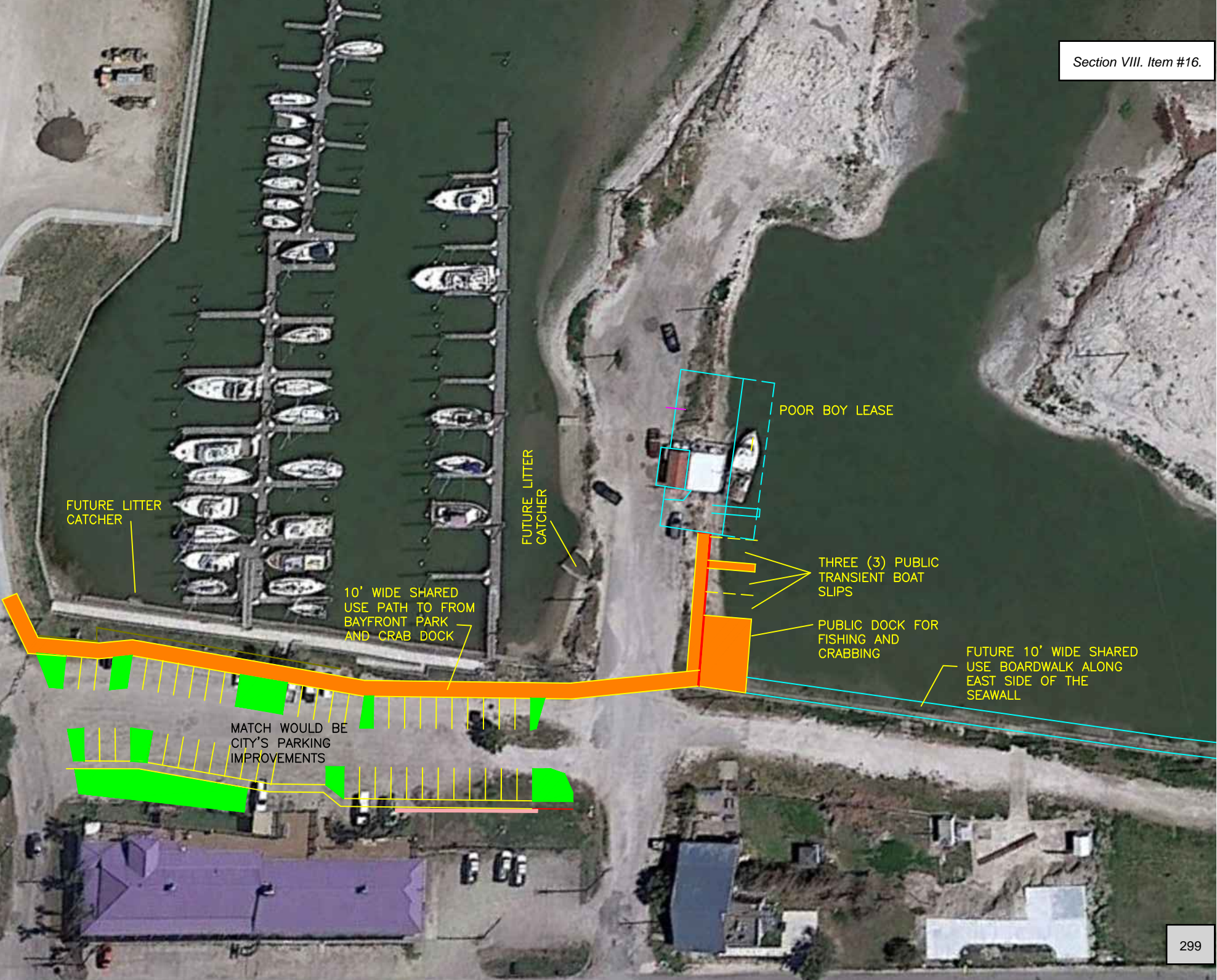
Project Number: 507107066
 B/O: 10
 Total: 17

Designed	TE	Eng check	JC	Tide
Drawn	TM	Coordination		
Dwg check		Approved	JC	
Scale at ANSI D	Status	Rev	Security	
As Noted				
Drawing Number				

PORT LAVACA
 LIVING SHORELINE PROJECT

SITE PLAN - 3

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FUTURE LITTER CATCHER

FUTURE LITTER CATCHER

10' WIDE SHARED USE PATH TO FROM BAYFRONT PARK AND CRAB DOCK

MATCH WOULD BE CITY'S PARKING IMPROVEMENTS

POOR BOY LEASE

THREE (3) PUBLIC TRANSIENT BOAT SLIPS

PUBLIC DOCK FOR FISHING AND CRABBING

FUTURE 10' WIDE SHARED USE BOARDWALK ALONG EAST SIDE OF THE SEAWALL



Fig. 59 - Smith Harbor District Improvements Plan

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:

INFORMATION:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

