



CITY COUNCIL REGULAR MEETING

Monday, April 14, 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, April, 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/89255140722?pwd=RJOtxISurmyptIgyNpNNjIRc32cbQE.1>

Meeting ID: 892 5514 0722

Passcode: 577681

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)**

1. Proclamations by the Mayor
 - o April 2025 is Child Abuse Awareness Month - The Harbor
 - o April 2025 is Sexual Assault Awareness Month – The Harbor

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 March 10, 2025 Regular Meeting
- B. Minutes of March 27, 2025 Special Meeting and Workshop Session
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive Capital Improvement Projects Progress Report_01.01.2025 to 03.31.2025
- F. Receive Development Services Permits Report_01.01.2025 to 03.31.2025
- G. Receive Development Services Code Enforcement Report_01.01.2025 to 03.31.2025
- H. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

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

1. Conduct Public Hearing for update on properties previously declared substandard on August 12, 2024:
 - (a) 505 Bonorden
 - (b) 515 N. Nueces
 - (c) 502 N. Benavides
2. Consider and take action on property previously declared substandard, following Public Hearings held on August 12, 2024 and April 14, 2025:
 - (a) 505 Bonorden
 - (b) 515 N. Nueces
 - (c) 502 N. Benavides

3. 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) 126 Haviland
4. Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on April 14, 2025:

 - (a) 126 Haviland
5. Consider a Variance to Ordinance Chapter 26, Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park; the property is described as Lot 2, Block 61 (521 S. Nueces Street). Presenter is Derrick Smith
6. Consider recommendation of the Planning Board of a replat of Lots 1-16, 53-54, 57-58, 63-66 and 75-76 of Claret Crossing, Section 1 Subdivision. Presenter is Derrick Smith
7. Consider awarding demolition contract to Axis for Randle Street properties. Presenter is Derrick Smith
8. Consider request for use of City Hall on Saturday, July 12, 2025 for the purpose of hosting a Kid's Market Event during the hours of 10:00 a.m. to 2:00 p.m. Presenter is Tania French
9. Consider approval of the Professional Engineering Services Agreement of Civil Corp for Street and Drainage Improvements in Western Heights Subdivision. Presenter is Wayne Shaffer
10. Consider ratifying Hazard Mitigation Grant Program application submitted on April 14, 2025 to apply for a backup generator for the Bauer for use as a Seasonal Relief Center. Presenter is Jody Weaver
11. Consider declaring surplus miscellaneous items located on property acquired by City of Port Lavaca at 310 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner. Presenter is Jody Weaver
12. Consider Resolution No. R-041425-1 to appoint a local Fair Housing Coordinator. Presenter is Jody Weaver
13. Consider Resolution No. R-041425-2 to prepare and submit a CEPRA Cycle 14 Grant application for Preliminary Design, Permitting, and Final Design Engineering for the Lighthouse Beach Restoration Project, committing \$158,000.00 General Fund dollars as 40% matching funds. Presenter is Jody Weaver
14. Consider Resolution No. R-041425-3 recognizing the Cottages on Independence alignment with the City's Community Revitalization goals and support of the project. Presenter is Jody Weaver
15. Consider Resolution No. R-041425-4 approving the Municipal Maintenance Agreement between the Texas Department of Transportation (TxDOT) and the City of Port Lavaca, Calhoun County, Texas. Presenter is Jody Weaver

16. Consider Second and Final reading of an Ordinance (S-1-25) 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 Brittney Hogan
17. Consider Second and Final reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates; and providing an effective date. Presenter is Jody Weaver
18. Consider Second and Final reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date. Presenter is Brittney Hogan
19. Consider adoption of Title VI Nondiscrimination Plan. Presenter is Jody Weaver
20. Announcement by Mayor that City Council will retire into closed session:

 - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
 - To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow
 - To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). Presenter is Mayor Whitlow
21. 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, April 14, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Thursday, April 10, 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 March 10, 2025 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, March 10, 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 10th day of March 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
Jim Ward	Councilman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
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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 6:35 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 none.

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 the following citizens spoke:
 - Jesse G. Cortez, Jr., 1503 Leon Dr., Port Lavaca, TX:
 - Speed Bump needed by J.R. School;
 - Jack Brakes needed around city;
 - City needs to clean up area and cut grass around town;
 - City needs to replace street signs that are down;
 - City can put cameras on speed wagon;
 - Need more lights on top of school bus; and
 - Law Enforcement, EMS, and Fire Trucks need all lights on when raining or foggy, to avoid a future accident.
 - Sarita Bonuz, 207 Peikert Street, Port Lavaca, TX:
 - Interested in purchasing some city property for development.

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

- A. Minutes of February 10, 2025 Regular Meeting**
- B. Minutes of February 25, 2025 Joint W with City Council and Port Commission**
- C. Review of Credit Card Statement**
- D. Receive Monthly Financial Highlight Report**
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**

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, Councilman District 5 Ward, Councilman District 6 Burke

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

1. **Consider request of The Harbor Children's Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 05, 2025 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from the rear of the library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Colin Rangnow**

Police Chief Rangnow advised Council that Maria Watson, of The Harbor Children's Alliance and Victim Center has made a request for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 05, 2025 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from rear of the Library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann Street.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves request of The Harbor Children's Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 05, 2025 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from the rear of the library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann Street.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

2. **Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, April 20, 2025 and waive any fees associated with the event. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that the Cowboy Fellowship Church would like to host its annual Easter Sunrise service at Bayfront Peninsula Park, Sunday, April 20, 2025. This event is open to the community and free of charge. The church requests use of the large pavilion for a few hours beginning just before sunrise and requests waiver of fees associated with this request. This event will not interfere with normal operation of the park.

Motion made by Councilman District 1 Aguirre

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

THAT, Council hereby approves request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, April 20, 2025 and waive any fees associated with the event.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

3. **Consider request for temporary waiver of permits and fees for the “35 On or Sorta Near 35” during the “Christmas in July” theme and take place over three days from July 24 to 26, 2025, with the main event scheduled for Saturday, July 26, 2025. Presenter is Tania French**

Tania French, Events Coordinator advised Council that a group of community members approached us with an idea to create a new event in Port Lavaca that blends elements of the successful Shop the Town event with 90 Miles on 90, a popular annual event in RoundTop. Here is a link to the RoundTop event: <https://roundtop.com/events/90-miles-on-90/>

The proposed event, 35 On or Sorta Near 35, would have a Christmas in July theme and take place over three days, from July 24-26, 2025, with the main event scheduled for Saturday, July 26, 2025. The event would feature 35 designated stops around Port Lavaca, beginning at Red Barn and concluding at the Bauer Community Center. Participants will have the opportunity to collect puzzle pieces at each stop, ultimately forming a Port Lavaca keepsake puzzle.

The event aims to support local businesses by incorporating brick-and-mortar establishments along with designated parking areas for pop-up antique dealers and vendors. The weekend will culminate at Bayfront Beats on July 26, where attendees who complete the puzzle will be eligible for prizes and drawings.

To facilitate the success of this inaugural event, we respectfully request the following considerations from the City of Port Lavaca:

1. Waiver of peddler permits for participating vendors.
2. Waiver of garage sale permits for temporary sales locations.
3. Waiver of Bauer Community Center rental fees for event activities, which will include use of the parking lot and inside for vendors.
4. A \$35.00 discount (total) on Lighthouse Beach RV Park stays of three days or longer during the event week.

We believe 35 On Or Sorta Near 35 has the potential to bring visitors to town, engage locals, and become a signature annual event benefiting the community and local hotels businesses.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves request for temporary waiver of permits and fees for the “35 On or Sorta Near 35” during the “Christmas in July” theme and take place over three days from July 24 to 26, 2025, with the main event scheduled for Saturday, July 26, 2025.

BE IT FURTHER RESOLVED, THAT the following considerations are also approved for this event:

1. Waiver of peddler permits for participating vendors.
2. Waiver of garage sale permits for temporary sales locations.
3. Waiver of Bauer Community Center rental fees for event activities, which will include use of the parking lot and inside for vendors.
4. A \$35.00 discount (total) on Lighthouse Beach RV Park stays of three days or longer during the event week.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

4. Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill an expired term and/or begin a new two year term. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that the Recreation and Parks Board has a term that expired in February for William “Bill” Reagan. A letter of interest has been submitted by Mr. Reagan requesting to be reappointed to the Recreation and Parks Board. There are no term limits established and the full term is for a period of two (2) years.

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 reappointment of William “Bill” Reagan to the Recreation and Parks Board for a new two-year term.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

5. Receive certification of City Secretary that the candidate for the Council Member Single District #4 position, in the May 03, 2025 General Officers Election, is unopposed. Presenter is Mandy Grant

The following was presented by City Secretary Grant (English and Spanish):

I, Mandy Grant, certify that I am the City Secretary of the City of Port Lavaca, Texas and the authority responsible for preparing the ballot for the May 03, 2025 general city election.
(Yo, Mandy Grant, certifica que soy la secretaria de la ciudad de Port Lavaca, Texas y la autoridad responsable de preparar la balota para la elección general de la ciudad del 3 de Mayo de 2025).

I further certify that no proposition is to appear on the ballot for the May 03, 2025 election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

(Certifico más lejos que no hay asunto aparecer en la balota para la elección del 3 de Mayo de 2025, ninguna persona he hecho un declaración de candidatura inscrita, y el candidato siguiente esta sin oposición):

OFFICE (CARGO)

CANDIDATE (CANDIDATO)

Council Member, District #4 *(Miembro de Consejo, Distrito #4)* Rosie Padron

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 certification of City Secretary that the candidate for the Council Member Single District #4 position, in the May 03, 2025 General Officers Election, is unopposed.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

6. **Consider adopting an order canceling part of the May 03, 2025 General Officers Election, specifically the Council Member Single District #4 position; and declaring unopposed candidate, Rosie Padron, duly elected as Council Member. Presenter is Mandy Grant**

The following was presented by City Secretary Grant (English and Spanish):

The City Council of the City of Port Lavaca, Texas hereby cancels the election scheduled to be held on May 03, 2025 in accordance with Section 2.053(a) of the Texas Election Code. The following candidate has been certified as unopposed and is hereby declared elected:

(El Concejo Municipal de la Ciudad de Port Lavaca, Texas, cancela la elección programada para el 03 de mayo de 2025 de acuerdo con la Sección 2.053 (a) del Código Electoral de Texas. El siguiente candidato ha sido certificado como no oponible y por la presente se declara electo):

CANDIDATE (CANDIDATO)

OFFICE (OFICINA)

TERM (TÉRMINO)

Rosie Padron

Council Member, District #4
(Miembro de consejo, distrito #4)

3 years
3 años

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

(Una copia de esta orden será fijada el día de elección en cada lugar de la interrogación que habría sido utilizado en la elección).

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 an order canceling part of the May 03, 2025 General Officers Election, specifically the Council Member Single District #4 position; and declares unopposed candidate, Rosie Padron, duly elected as Council Member.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

7. Consider Resolution No. R-031025-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 10, 2025. Presenter is Mandy Grant

Author's Note: This agenda item erroneously shows May 10, 2025 and has been corrected for the election to be held on the uniform date of May 03, 2025.

Motion made by Councilman District 5 Ward

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 has the authority to appoint the Election Officers for city elections.

WHEREAS, in addition, that the general officers' election has been ordered for Saturday, May 03, 2025 by Resolution No. R-011325-1E adopted on January 13, 2025.

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

SECTION 1. THAT, in accordance with the Texas Election Code, a presiding judge and an alternate presiding judge must be appointed for each election precinct [EC §32.001(a)]. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve [EC §32.001(b)]. In an election conducted by the presiding judge, the alternate judge serves as one of the election clerks [EC §32.032].

SECTION 2. THAT, such election shall be conducted by the City of Port Lavaca, with Early Voting Days, Extended Hours for Early Voting day on a Saturday and the main Election Day voting to be at the following polling places designated for each City election district and the following citizens, registered to vote in the city, are hereby appointed Election Officers to conduct said election:

All Polling Places:	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street Port Lavaca, Texas 77979
Augustin Rojas, Jr.	Presiding Judge
Janie Delgado	Alternate Judge
Michael Moehler	Presiding Judge for the Early Voting Ballot Board and the Central Counting Station
Mary Lou Tharling	Alternate Judge for the Early Voting Ballot Board and the Central Counting Station

SECTION 3 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 officers' election.

SECTION 4. THAT, the Office of the City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required the Texas Election Code [EC §32.009].

If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the Office of the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

SECTION 5. THAT, the Presiding Judge shall have the authority to appoint two (2) clerks to assist in the holding of such election. Said election officers shall also serve as the Early Voting Ballot Board (EVBB) for such election. The Central Counting Station will be in the City Hall Conference Room.

SECTION 6. THAT, the Election Judge(s) shall be compensated at an hourly rate of \$12.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$11.00 as provided by the State Election Code [EC §32.091(a)].

SECTION 7. THAT, the City Secretary is hereby appointed the Elections Clerk for early voting; and the Assistant City Secretary is hereby appointed the Deputy Election Clerk for early voting in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting days and election day is hereby designated as the City of Port Lavaca, City Hall - Main Lobby, 202 N. Virginia Street, Port Lavaca, Texas.

SECTION 8. THAT, the Mayor is authorized to sign Writ of Election to the Presiding Judge.

SECTION 9. THAT, this resolution shall be effective immediately upon adoption.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

8. Consider Resolution No. R-031025-2 of the City of Port Lavaca declaring April 2025 as Fair Housing Month. Presenter is Jody Weaver

Motion made by Councilman District 2 Dent

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

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

THAT, WE, do proclaim April as Fair Housing Month in City of Port Lavaca and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

9. Consider Resolution No. R-031025-3 of the City of Port Lavaca, Texas, authorizing Signatories for the Texas Community Development Block Grant (TxCDBG) Program. Presenter is Jody Weaver

Motion made by Councilman District 1 Aguirre

WHEREAS, the City Council of The City of Port Lavaca desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of The City of Port Lavaca to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of The City of Port Lavaca is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City of Port Lavaca's participation in the Texas Community Development Block Grant Program:

- The Mayor shall serve as The City of Port Lavaca's Chief Executive Officer and Authorized Representative to
 - Execute a grant application and any subsequent contractual documents,
 - Certify environmental review documents between the Texas Department of Agriculture and The City of Port Lavaca, and
 - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - Be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the Mayor, City Manager, and Finance Director are authorized to
 - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - Prepare and submit other financial documentation, and
 - Be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

10. **Consider Resolution No. R-031025-4 of the City of Port Lavaca, Texas, to reaffirm required Texas Community Development Block Grant (TxCDBG) Civil Rights Policies. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

WHEREAS, The City of Port Lavaca, Texas, (hereinafter referred to as "City of Port Lavaca") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA"); and

WHEREAS, The City of Port Lavaca, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts

greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, The City of Port Lavaca, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, The City of Port Lavaca, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area; and

WHEREAS, The City of Port Lavaca, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, The City of Port Lavaca, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and

WHEREAS, The City of Port Lavaca, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds and

WHEREAS, The City of Port Lavaca, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

WHEREAS, The City of Port Lavaca, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002);
5. Fair Housing Policy (Form 1015);

The City of Port Lavaca reaffirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 Economic Opportunity;
7. Limited English Proficiency (LEP); and
8. Affirmative Further Fair Housing

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

11. **Consider Resolution No. R-031025-5 of the City of Port Lavaca, Texas, to renew the application with the Texas Department of Housing and Community Affairs (TDHCA) to continue participation in the HOME Investment Partnerships Program, Homeowner Reconstruction. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) has notified the public of a funding availability to benefit low-income residents of the State of Texas communities through the Texas HOME Investment Partnerships Program; and

WHEREAS, the City of Port Lavaca has identified significant housing needs, particularly for the reconstruction of owner-occupied housing; and

WHEREAS, the City of Port Lavaca wishes to assist low-income homeowners with safe, decent, sanitary and affordable housing, and at the same time enhance the health, economic, and aesthetic quality of the community:

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

ONE, the City of Port Lavaca, acknowledges and approves that an application be completed and submitted to the TDHCA to participate in the HOME Investment Partnerships Program, Homeowner Reconstruction Assistance Program.

TWO, the City of Port Lavaca will utilize general funds in the amount of \$40,000 as cash reserve to utilize during the agreement term for eligible program costs before reimbursements are received from the State of Texas HOME Program.

THREE, HOME Program Match, if applicable, will be provided in accordance to 10 TAC 23 in the amount of Eleven percent (11%) of project hard costs per household assisted through the Texas HOME Program, in the form of waived fees, cash, leverage, and other forms of eligible match.

FOUR, the City of Port Lavaca designates JoAnna P. “Jody” Weaver, Interim City Manager, as the person authorized to represent the City of Port Lavaca in all matters related to the HOME Program and, with signature authority to sign all forms and documents related to the administration of the HOME Program, including loan documents, grant agreements and the Reservation System Participation Agreement and/or Contract, unless otherwise stated.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

12. **Consider First reading of an Ordinance (S-1-25) 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 Brittney Hogan**

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves First reading of an Ordinance (S-1-25) 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 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

13. **Consider First reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates; and providing an effective date. Presenter is Brittney Hogan**

Motion made by Councilman District 2 Dent

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

THAT, Council hereby approves First reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates.

BE IT FURTHER ORDAINED, THAT there is a provision for the annual pass rate to remain at \$25.00 for the Lighthouse Beach Park, for the second reading of this ordinance.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 5 Ward, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit,

14. **Consider First reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date. Presenter is Brittney Hogan**

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves First reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date.

BE IT FURTHER ORDAINED, THAT there is a provision to Exhibit A, Sec. 50-46 (B)(3), changing the adjustment from one-half of the calculated Leak volume to one hundred percent (100%) of the calculated Leak Volume, for the second reading of this ordinance.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

15. **Consider approval of the replacement of a 15 Ton Gas Heating and Air Conditioning Unit for City Hall. Presenter is Derrick Smith**

(Due to Development Services Director Smith's absence, Interim City Manager Weaver presented this agenda item).

Interim City Manager Weaver advised Council that in the past couple of months, City Hall has been having issues with the Roof-Top Unit (RTU) that provides heating and cooling to the northwest side. This includes the main foyer area, women's bathrooms and the offices parallel to N. Virginia Street. After visiting with the service technician, the following items need to be addressed:

- 1) The heat exchanger is in need of replacement.
- 2) The compressor will need to be replaced soon.
- 3) Years of high winds have resulted in the coils being damaged by sand and debris. A rough estimate to replace the compressor alone would be \$10,000.

The other additional repairs could result in a cost greater than a new unit.

Effective January 1, 2025, the EPA mandated that all new RTUs be manufactured using a new type of refrigerant that cannot be retrofitted to existing equipment. Installation of RTUs with the existing refrigerant will be allowed to be installed until January 1, 2026. The refrigerant will also be allowed to be produced until 2037. The new refrigerants are classified as low flammability. Therefore, numerous sensors are installed for leak detection and shutting the system down to prevent combustion.

The new safety features and availability of the new units are a concern. With the hot season coming up, there may be a significant delay in availability and more safety features could result in more costly repair issues.

Another concern is the price. Updated standards and new technology could result in a rise in price. Also, the apron that the unit mounts to on the roof will have to be replaced. The approximate cost of apron replacement will be \$4,000.00.

Waiting until more is known about the new systems could save the city money and aggravation. Furthermore, the existing system has been working on "borrowed" time.

It is staff's recommendation that Coastal Refrigeration be awarded the bid in the amount of \$26,242.00 to replace the entire RTU with the same type of refrigerant and using the existing apron.

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 the recommendation of staff, Council hereby approves the replacement of a 15 Ton Gas Heating and Air Conditioning Unit for City Hall, to Coastal Refrigeration, in the amount of \$26,242.00, with assurance that the Unit will have a warranty from the manufacture.

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

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

16. **Consider recommendation of the Planning Board of a conceptual plan to subdivide the property described as A0035 Maximo Sanchez, Tract Pt 26, Acres 6.00. Parcel ID# 38063. Presenter is Derrick Smith**

(Due to Development Services Director Smith's absence, Interim City Manager Weaver presented this agenda item).

Interim City Manager Weaver advised Council that Hector and Phillip Gonzales had a conceptual plan to subdivide the property described as A0035 Maximo Sanchez, Tract Pt 26, Acres 6.00. Parcel ID# 38063, for single family homes on the north side of Independence. The request would meet the intent of future development in that area. The property is designated as Multi-family in the future Land Use Plan.

The Planning Board recommends approval of the conceptual site plan and staff concurs.

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby approves the request of Hector and Phillip Gonzales for a conceptual plan to subdivide the property described as A0035 Maximo Sanchez, Tract Pt 26, Acres 6.00. Parcel ID# 38063 for single family homes.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

17. **Consider recommendation of the Planning Board of a conceptual plan for a Recreational Vehicle Park located on the 1100 Block of South Virginia Street, the legal description is A0035 Maximo Sanchez, Tract Pt 63, Acres 4.22, Parcel ID# 39082. Presenter is Derrick Smith**

(Due to Development Services Director Smith's absence, Interim City Manager Weaver presented this agenda item).

Interim City Manager Weaver advised Council that the applicants, Rolando Rodriguez and Zawad Ismail, are proposing a new Recreational Vehicle (RV) Park with plans of adding tiny homes for rent in the future. The applicants are planning to have the development done in phases. A rough draft drawing of the layout of Phase I and Phase II are proposed. Phase III will be the addition of tiny homes for rent. The Future Land Use Map designates this area as High Density Residential.

The Planning Board expressed concerns of approving the placement of a RV Park within an area planned for residential use in the Future Land Use Plan; therefore, recommends denial of the conceptual site plan and staff concurs.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby denies a conceptual plan for a Recreational Vehicle Park located on the 1100 Block of South Virginia Street, the legal description is A0035 Maximo Sanchez, Tract Pt 63, Acres 4.22, Parcel ID# 39082.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

18. **Consider recommendation of the Planning Board of a replat of Lots 1-16, 53-54 and 63-66 of Claret Crossing Subdivision, Section 1. Presenter is Derrick Smith**

(Due to Development Services Director Smith's absence, Interim City Manager Weaver presented this agenda item).

Interim City Manager Weaver advised Council that the purpose of the request to replat certain lots in Claret Crossings Subdivision, Section 1, is to remove the duplex stipulation to allow for single-family homes. The property is designated as High Density Residential in the Future Land Use Plan

The Planning Board recommends approval of the replat of Lots 1-16, 53-54 and 63-66 of Claret Crossing Subdivision, Section 1 and staff concurs.

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 the Planning Board and staff, Council hereby approves a replat of Lots 1-16, 53-54 and 63-66 of Claret Crossing Subdivision, Section 1.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

19. **Consider Administration Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the City of Port Lavaca has been awarded a Texas Community Development Block Grant (TxCDBG) under contract No. CDV23-0209. As part of the grant administration process, the City is required to enter into an administrative agreement with a qualified consultant to ensure compliance with state and federal regulations, reporting requirements, and project oversight.

The staff recommends that the City Council approve the Administrative Agreement with Grant Works for professional administrative services related to the TxCDBG project. The selected consultant has been chosen based on prior experience with similar projects through competitive bids.

The contract for Administrative Services is \$34,900.00, which will be funded through the TxCDBG grant. There will be no additional cost to the City. Council did award the contract through Resolution R-111422-1 on November 14th, 2022, it was dependent on the successful negotiation of a contract with the service provider. Staff recommends approval of the Administrative Agreement for TxCDBG Contract No. CDV23-0209 in the amount of \$34,900.00 and authorize the Mayor to execute the agreement on behalf of the City.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves an Administration Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209 to Grantworks, in the amount of \$34,900.00.

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 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

20. **Consider Engineering Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the City of Port Lavaca has been awarded a Texas Community Development Block Grant (TxCDBG) under contract No. CDV23-0209. The is required to secure specialized engineering services to support critical infrastructure projects funded by the Texas Community Development Block Grant. The selected engineering firm was chosen based on its demonstrated expertise and prior experience with similar projects, ensuring that all project milestones and compliance requirements are met.

The engineering services agreement will be fully funded through the TxCDBG grant, thereby incurring no additional cost to the City and is \$55,500.00.

The Council did award the contract through Resolution R-111422-2 on November 14th, 2022, it was dependent on the successful negotiation of a contract with the service provider.

Motion to approve the Engineering Agreement for TxCDBG Contract No. CDV23-0209 in the amount of \$55,500.00 and authorize the Mayor to execute the agreement on behalf of the City

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves an Engineering Agreement for Texas Community Development Block Grant (TxCDBG) Contract No. CDV23-0209 to Urban Engineering, in the amount of \$55,500.00.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

21. **Consider Professional Services Agreement Between the City of Port Lavaca and Avenu Insights for Local Hotel Occupancy Tax Field Audit Services. Presenter is Jody Weaver**

Author's Note: This item erroneously shows Interim City Manager Weaver as presenter.

Finance Director Hogan advised Council that the City has been utilizing Avenu Insights & Analytics, LLC to conduct annual local hotel occupancy tax audit services since 2012. The audits conducted have helped the City preserve, enhance, and manage our Hotel Occupancy Tax funds in recent years. Avenu Insights has also aided the City with the accuracy of tax filings, and with the identification of any non-compliant businesses by conducting these annual audits. All amendments to the original agreement have been exhausted since the last approval in 2021. Therefore, Avenu Insights is requesting the Council approve a new agreement for their audit services, which will be for a period of three years and automatically renew for two (2) one-year terms.

Funds have been budgeted for this service in the Hotel Occupancy Tax fund. The breakdown of contract compensation schedule is below:

- HOT administration services for \$250.00 per property per year
 - The City currently has 13 properties (\$3,250.00 per year).
- \$2,000.00 for each hotel examination in the first year and \$2,100.00 thereafter.
 - The City determines how many hotels to exam each year and which properties.

Staff Recommends council approve the professional services agreement provided by Avenu Insights & Analytics, LLC to conduct local hotel occupancy tax field audit services.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves a new Professional Services Agreement between the City of Port Lavaca and Avenu Insights for Local Hotel Occupancy Tax (HOT) Field Audit Services for a period of three years and to automatically renew for two (2) one-year terms.

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 Tippet, Councilman District 5 Ward, Councilman District 6 Burke

22. **Consider award of a Construction Contract for Vehicle Entry Management System for the Light House Beach Park. Presenter is Jody Weaver**

Author's Note: This item erroneously shows Interim City Manager Weaver as presenter.

Public Works Director Shaffer advised Council that the City wishes to begin collecting revenue from the Lighthouse Beach (LHB) Park Entry once again. Understanding that the City does not have the manpower to collect these fees at the Entry Kiosk, we explored automating the system. The City advertised the bid documents on February 12, 2025 and received one bid on February 27, 2025.

The City will need to do a budget amendment to pay out of Reserve Funds since this was not a budgeted expenditure.

Increased Revenue at the Park will provide a means to improve the quality of the Park and provide new amenities as they become available.

Staff recommends award of contract to Parking BOXX to provide and install a Vehicle Entry Management System for a total Base Bid of \$38,892.00, with the understanding that there are fees outlined to be calculated at time of invoice, estimated at \$12,000.00.

Motion made by Councilman District 2 Dent

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

THAT, Council hereby awards a Construction Contract for Vehicle Entry Management System for the Light House Beach Park to Parking BOXX, in the amount of \$38,892.00, with additional fees for transport and installation, not to exceed \$15,000.00.

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

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 5 Ward, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit

23. **Consider award of a Construction Contract for the Smith Road Sidewalk and Bike Lane Project. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that a total of \$500,000 was budgeted for Street Capital Improvement Projects (CIP) in the Fiscal Year (FY) 2024-2025 CIP. \$275,000 was earmarked for this Smith Road project and \$225,000 was earmarked for the Schooley, Henry and Bonorden Rehab. After getting into the detail design for Smith Road, staff and the design team realized that Smith Road, which was constructed in 2005, had not had any pavement sealant applied in its 20-year life. Therefore, we added a bid item to apply a micro-surfacing sealant over the entire pavement from State Highway (SH) 35 to Texana Drive. Obviously, the cost for the micro-surfacing was not included when the \$275,000 budget figure was established. Since then, to establish a bike lane basically involves applying new paint striping along with a few signs, it would not be smart to spend the money to establish a bike lane without first spending dollars on needed sealant maintenance on the existing pavement. City received bids from Staff Concrete Construction and 304 Construction LLC.

Staff Concrete Construction is the low bidder. Using the bid unit prices, I am presenting 4 scenarios for your consideration in awarding a construction contract. The bid tabulation for each scenario is attached as well as the recommendation letter from CivilCorp. Staff Concrete Construction is willing to accept an award that is less than the Base Bid and CivilCorp has confirmed that if Scenario A is awarded, Staff Concrete Construction is still the low bidder.

Scenario A: Contract Award \$185,613.79

Construct ONLY the sidewalk work (no bike lane designation work)

Scenario B: Contract Award \$408,022.99

Add a micro-surfacing to the entire pavement from SH 35 to Texana Dr. and restripe the road as we had planned that would allow bike lane designation and signage in the future

Scenario C: Contract Award \$428,952.99

Construct the entire project: sidewalk work, pavement micro-surfacing, restriping and bike lane designation

Scenario D: Contract Award \$408,437.99

Same as “C” except delete the sidewalk on Smith Road north of the existing sidewalk in front of the Chinese Church.

Available Funds:

The engineering contract is \$50,600, so the remaining CIP funds that had been earmarked for Smith Road are \$224,400, which is adequate to award Scenario A. Public Works had budgeted an additional \$225,000 in this year’s CIP for renovations to Schooley, Henry and Bonorden Streets. This dollar amount had been part of an overall project cost estimate if the project were an engineered design and contracted out. But Wayne and the Public works crews have been able to reduce this cost significantly by reclaiming the pavement and making improvements to the ditch drainage IN-HOUSE. This work is still underway, but Wayne estimates that the total materials needed for this project will be about \$40,000. So, there is \$185,000 of budgeted CIP funds that could be used for this Smith Road project which would allow an award of Scenario B or D. (\$409,400 available).

To award the entire project, would require about \$20,000 from reserves or bond funds.

Project Need

To assist in determining the need for the project, below are the results of a survey we conducted in 2023 among residents of Brookhollow Estates, Jade Bay, and Bay Vista.

- Would you support and utilize the construction of a 5 ft wide sidewalk along Smith Road?
 - o Yes = 55 No = 11 No response = 1
- If Bike lanes were established on Smith Road would you utilize them?
 - o Yes = 50 No = 17
- Do you walk or bike to Lighthouse Beach Park on occasion?
 - o Yes = 59 No = 6 No response = 2

Fiscal Year 2024-2025 Sealcoat Program

It is possible that award of the micro-surfacing could help with this year’s planned “sealcoat” project. Public Works has budgeted \$200,000 this year for the Sealcoat Program. Wayne and I have earmarked Mariemont for this year’s program. Mariemont is made up of hot-mix paved streets. Larry, McPherson, Oleander and Purple Sage were constructed in 2004 and Vail, Jackson, and Leon were a couple years later – perhaps 2008 (?). Clearly a pavement sealant is overdue.

We are planning to utilize a micro-surfacing over these hot-mix streets so as not to create a big change in the roughness of the street after the sealant. Not many contractors do this work in Texas, but we have had several discussions with Intermountain Slurry Seal, Inc. at the TML conferences who does do this work and they are the subcontractor that Staff Concrete would use for this Smith Road project. Based upon the pricing in this Smith Road bid, we estimate that the cost to micro-surface all of Mariemont would be around \$275,000. It is possible though that if I can get a bid package together and bid Mariemont project soon we might get a better price, if Intermountain were interested in submitting a bid and could do the work at the same time they did Smith Road.

Recommendation:

City Staff would like to see an award to Staff Concrete Construction of the entire project in the amount of \$428,952.99 with plans to prepare a bid package for the Mariemont Micro-surfacing project in the next couple of months.

However, if Council would prefer to keep the project within the \$275,000 specifically budgeted for this project, which in that case, city staff recommends a contract award of Scenario A for \$185,613.79 and will propose budgeting for the micro-surfacing and bike lane work in FY 2025-2026. Note: other hot mix surfaced streets that we will work to include in budgeting a micro-surfacing over the next few years include Village Road, Jennings, Dan, Cheeves, Davis, Oak and Tiney Browning Blvd.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby awards a Construction Contract for the Smith Road Sidewalk and Bike Lane Project, choosing Scenario C to construct the entire project: sidewalk work, pavement micro-surfacing, restriping and bike lane designation, to Staff Concrete Construction, in the amount of \$428,952.99 and 170 calendar days to complete project, after receipt of Notice to Proceed.

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

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

24. **Consider adoption of Title VI Nondiscrimination Plan. Presenter is Jody Weaver**

Mayor announced that Interim City Manager Weaver had requested this agenda item be passed for now.

Motion made by Councilman District 6 Burke

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

THAT, Council hereby passes this agenda item.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit,

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551,–Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**

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

Mayor Whitlow announced that there would not be a closed session.

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

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

Meeting adjourned at 8:32 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of March 27, 2025 Special Meeting and Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Thursday, March 27, 2025 at 5:30 PM

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

MINUTES

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

On this the 27th day of March, 2025, the City Council of the City of Port Lavaca, Texas, convened in a special meeting and workshop session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
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:

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 5:35 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

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

1. **Consider approval of the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2024, prepared by the Audit Firm of Pattillo, Brown & Hill, L.L.P. Presenter is Brittney Hogan**

Mr. Travis Rogers of the Audit Firm of Pattillo, Brown & Hill, L.L.P. was in attendance and went over the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2024.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2024, prepared by the Audit Firm of Pattillo, Brown & Hill, L.L.P.

Seconded by Councilman District 1 Aguirre

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

2. **Consider a 3-month Lease of 2 Boat Slips and parking at the City Harbor. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Harbor Master Jim Rudellat received a call last Thursday from a Louisiana Construction Company, Sunland Construction, Inc., that is coming to Calhoun County to make repairs to a damaged gas pipeline near Alamo Beach. They need boat slips for 2 crew boats for probably 6-8 weeks and parking for several vehicles. Their plan is to bring at least two and maybe more RV's and stay at an RV Park in Port Lavaca. They are starting work on April 07, 2025.

As you recall, the ordinance states that monthly boat slip dockage is available only for annual leases UNLESS OTHERWISE APPROVED BY COUNCIL. In this particular circumstance, staff would prefer to see Sunland Construction spend their per diem dollars in Port Lavaca rather than Palacios. I didn't see the need to try convening a special meeting of the Port Commissioners to make a recommendation on this particular lease since the ordinance allows Council to approve a lease for less than a year.

Jim and I do think it's likely that with the anticipated increase in construction in our immediate area, that there will be similar requests coming our way from contractors for crew boat slips and parking for a duration of months rather than years. With this in mind, we will bring up to the Port Commission the idea of establishing multipliers to be applied to the one-year rental rate to accommodate rental periods of say 3 – 6 months, particularly if the lessee will be staying in our local hotel, RV Park and therefore spending per diem dollars in Port Lavaca.

So, acknowledging that because the lease would be less than one year, a monthly slip rental rate should be increased, but also understanding that Sunland Construction plans to rent at least one and possibly more RV spaces at Lighthouse Beach RV Park, I chose to use a multiplier of 1.5 x our normal monthly slip rental rate for a 45 ft boat. (\$275 x 1.5 = \$412.50).

To calculate a rental rate for parking at the old freezer plant tract, I used \$4.25/sf for 20,000 sf which brought me to \$750/month rental at a 10% ROR.

So, the proposed lease terms are \$1,575/month for 3 months with the option for a 4th month if needed (which is doubtful). Therefore the minimum revenue under this lease is \$4,725 for Ports & Harbors and \$1,950 for the Lighthouse Beach Fund.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves a lease at the City Harbor for Tract Slip CH2 and Tract Slip CH3, and 0.46 Acre +/- of property ID No. 19213 (located at the corner of Harbor Street and Fulton Street), to Sunland Construction, Inc., commencing on April 01, 2025 and continuing until June 30, 2025, in the amount of \$1,575.00 per month.

BE IT ALSO RESOLVED, THAT tenant shall have the option to extend the lease agreement for an additional month, up to a maximum lease term of 4 months.

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

Seconded by Councilman District 5 Ward

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

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

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

Seconded by Councilman District 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 and Councilman District 6 Burke

Special Meeting adjourned at 5:58 p.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop to order at 5:58 p.m. and presided with the following announcement:

VII. COMMENTS FROM THE PUBLIC

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

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

VIII. ITEMS FOR DISCUSSION - Council will discuss the following items**1. Review and discuss proposed edits, upgrades, improvements to the HR and Workplace Policies: Presenter is Jody Weaver**

- A. Chapter 1 (New): General Information;
- B. Chapter 2 (Formerly Chapter 1): Employment;
- C. Chapter 3 (Formerly Chapter 2): Personnel Actions and Records;
- D. Chapter 4 (Formerly Chapter 3): Employee Benefits

Council discussed this agenda item.

No action necessary and none taken.

IX. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 2 Dent

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 and Councilman District 6 Burke

Workshop adjourned at 7:10 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 0305Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
February 6, 2025 to March 7, 2025

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$8,970.53
- Payments	\$8,970.53
- Other Credits	\$150.00
+ Purchases	\$12,303.16
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$12,153.16

Account Number XXXX XXXX XXXX 0305
Credit Limit \$26,500.00
Available Credit \$13,078.00
Statement Closing Date March 7, 2025
Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$12,153.16
Minimum Payment Due: \$364.60
Payment Due Date: April 2, 2025

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
02/28	02/28	85431891V00XV63B5	PAYMENT - THANK YOU	\$8,970.53-

Transactions continued on next page

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



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.

Account Number: XXXX XXXX XXXX 0305
New Balance: \$12,153.16
Minimum Payment Due: \$364.60
Payment Due Date: April 2, 2025

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

11273390700003050003646000012153165

**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				\$8,970.53-
02/12	02/13	75454911BS66QDFTN	SMOLIK S MEATS AND BBQ CUERO TX	\$67.44
02/13	02/14	25120101D000E3N43	PINTO BEAN VICTORIA TX	\$39.17
02/26	02/27	05436841SEHV3L72R	PY *CUERO PECAN HOUSE CUERO TX	\$34.17
02/27	03/02	85371171V013RP81H	LA BELLA TAVOLA AVID CUERO TX	\$33.45
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$174.23
02/12	02/13	55432861B5ZYH2FMH	SQ *TEXAS CIT GOSQ.COM TX	\$40.00
02/26	02/27	82711161S0001PZF8	LASER-LABS.COM SCITUATE MA	\$169.00
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$209.00
02/06	02/07	2524780150116F6N2	VC MARKETPLACE VICTORIA TX	\$28.50
02/09	02/10	5526352196YR9WWV1	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$299.99
02/10	02/11	5550037196ZE97BHL	SONIC DRIVE IN #2708 PORT LAVACA TX	\$12.51
02/20	02/21	55488721L18X78TBK	TEXAS COMM FIRE PROT 512-936-3842 TX	\$87.17
02/21	02/23	65187421M0001FZ2T	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$15.45
02/26	02/27	52653841TLPSRFH3N	SMALLENGINESPRODEALER 5618884022 FL	\$62.66
03/02	03/04	55432861Y5WEGLA4Q	OUTBACK 4418 COLLEGE STATI TX	\$73.61
03/02	03/04	55432861Y5WEY86RS	BUC-EE'S #30 WHARTON TX	\$13.76
03/03	03/04	52653841YLPBRT8BZ	SMALLENGINESPRODEALER 5618884022 FL	\$62.66
03/03	03/05	55263521Z7L1ZZTYV	FREEBIRDS 20602 COLLEGE STATI TX	\$36.67
03/05	03/06	5550037207M0VZ1GH	BUFFALO WILD WNGS 0625 COLLEGE STA TX	\$25.98
03/05	03/07	753694321977E7MGY	LOS CUCOS MEXICAN CAFE COLLEGE STATI TX	\$54.10
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$773.06
02/10	02/11	5550629196ZB6KL08	TEXAS WATER UTILITIES HUTTO TX	\$505.00
02/14	02/16	25457331E000H2N77	PREP BLAST 615-6893546 TN	\$43.50
02/14	02/16	25457331E000H2RA7	PREP BLAST 615-6893546 TN	\$43.50
03/04	03/05	12302021Z015YSAJW	2025 MID COAST HURRICA SAN ANTONIO TX	\$75.00
03/05	03/06	827111620000A7JMB	WWW.APWA.NET KANSAS CITY MO	\$63.00
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$730.00
02/06	02/07	5550036156VE7N20F	WALMART.COM WALMART.COM AR	\$153.41
02/13	02/14	82711161D0003ZGY1	SP SECRETLABUS NEWARK DE	\$528.00
02/24	02/25	57540241PLTELAJ0E	EB *TML QUARTERLY MEET 8014137200 CA	\$445.20
02/25	02/26	55432861R5SE6R7NL	SQ *THE DONUT PALACE PORT LAVACA TX	\$91.00
02/25	02/27	85184121TS66F05BF	TEXAS MUNICIPAL CLERKS DENTON TX	\$325.00
02/27	02/28	82711161V00002VKN	NOTARYNOA-800.422.1555 ORLANDO FL	\$100.95
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$1,643.56
02/10	02/11	5543286195ZB9TGGM	APPLE.COM/BILL 866-712-7753 CA	\$2.99
02/11	02/12	82305091B000AVY3H	SP MOMETRIX TESTPREP LUMBERTON TX	\$54.11
02/11	02/12	82305091B000B8KEH	SP MOMETRIX TESTPREP LUMBERTON TX	\$58.44
02/28	03/02	85500391VS66D4V3M	AMERICAN ASSOC OF CODE ARVADA CO	\$75.00
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$190.54
02/25	02/26	05140481RMHDLVH09	H-E-B #434 PORT LAVACA TX	\$97.36
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$97.36

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
02/04	02/06	552073914EV39M6KS	GREATLAND CORPORATION GRAND RAPIDS MI	\$99.00
02/08	02/09	5543286175YKANRA8	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL	\$850.49
02/08	02/09	5543286175YKANT6K	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL	\$655.14
02/11	02/13	55421351BVALQL6KF	GOVERNMENT FINANCE OFF CHICAGO IL	\$45.00
02/27	02/27	55432861S5SX3903D	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$1,100.00
02/26	02/28	75120711SS66DKYV1	KALAHARI RESORT - TX - ROUND ROCK TX	\$315.00
		CHECK-IN 02/26/25	FOLIO #RYB15CAT	
02/26	02/28	75120711SS66DKYWV	KALAHARI RESORT - TX - ROUND ROCK TX	\$265.00
		CHECK-IN 02/26/25	FOLIO #T00IL6PH	
03/05	03/06	0543684205SBQH6T6	WALMART.COM 8009256278 BENTONVILLE AR	\$278.90
			BRITTNEY HOGAN	
			TOTAL XXXXXXXXXXXXX3462	\$3,608.53
02/10	02/11	5543286195ZEHGHBG	UPS*BILLING CENTER 800-811-1648 GA	\$10.68
02/13	02/14	55432861Q60AW637Z	CCSI EFAX CORPORATE 323-817-1155 CA	\$137.94
02/17	02/18	55432861G61GNQP22	UPS*BILLING CENTER 800-811-1648 GA	\$101.31
02/24	02/25	55432861P63J6EFHM	UPS*BILLING CENTER 800-811-1648 GA	\$0.21
03/03	03/04	55432861Y5WLD4T26	UPS*BILLING CENTER 800-811-1648 GA	\$2.03
			JOANNA WEAVER	
			TOTAL XXXXXXXXXXXXX0249	\$252.17
02/24	02/25	55506291P7QGGFXEW	TEXAS WATER UTILITIES HUTTO TX	\$505.00
			TOTAL XXXXXXXXXXXXX0264	\$505.00
02/25	02/26	51043231R1YXMDTQF	PAYPAL *HUMANEDUCA 40293577 CREDIT	\$150.00-
02/05	02/07	1544985156ER3PDR9	BUTTER CHURN RESTAURAN ARANSAS PASS TX	\$39.64
02/06	02/09	52704871647EVR08W	HOLIDAY INN EXP BELTWA HOUSTON TX	\$173.06
		CHECK-IN 02/04/25	FOLIO #11179296	
02/07	02/09	252478016015GN4FZ	DOUBLEDARES PIZZAWORKS VICTORIA TX	\$19.46
02/07	02/09	527048717480K6NT7	HOLIDAY INN EXP & SUIT GATESVILLE TX	\$383.22
		CHECK-IN 02/04/25	FOLIO #671739	
02/13	02/14	82117551Q0008ZF9K	TEXASCIT* TEXAS CIT AS ANNA TX	\$203.95
02/14	02/16	75454911DS66MVKP5	HINZE COUNTRY KITCHEN WHARTON TX	\$32.43
02/14	02/16	55432861D60JJ98GF	SQ *TEXAS CRIMINAL JUS 877-417-4551 TX	\$360.00
02/14	02/16	55432861E60VWWN3L	SHERATON AUSTIN GRG FD GEORGETOWN TX	\$623.70
		CHECK-IN 02/09/25	FOLIO #329636	
02/27	03/02	52704871V4KF8A3YE	HOLIDAY INN EXP & SUIT ROUND ROCK TX	\$530.94
		CHECK-IN 02/23/25	FOLIO #000411	
03/04	03/05	82117551Z0004HVKV	BANNON & ASSOCIATES WHITNEY TX	\$350.00
03/05	03/06	821175520EHMJPM3Q	TEXASCIT* TEXAS CIT AS ANNA TX	\$303.95
03/05	03/07	751207121S66G0NZR	KALAHARI RESORT - TX ROUND ROCK TX	\$1,099.36
		CHECK-IN 03/05/25	FOLIO #R04185B1	
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXXX2286	\$3,969.71
			CYNTHIA HEYSQUIERDO	
			TOTAL XXXXXXXXXXXXX3185	\$0.00

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	30	\$0.00
Cash Advances	18.49% (v)	\$0.00	30	\$0.00

(v) - variable



CITY OF

Account Number: XXXX XXXX XXXX 0305

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 **March 31, 2025**
Date: April 3, 2025

Below are the following reports for the period ending **March 31, 2025**, or **50%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,538,409** for the year as of February Collections in FY 24-25 are 90.66% of total adjusted tax levy. Total current year Property Taxes Outstanding as of February is **\$569,264**.

In the General Fund, revenues through **03/31/2025** are 63% of budget. In addition:

1. *Current Property Tax* collections - are **\$4,735,245** for the year as of March. Collections on FY 24-25 are 103% of the budget.
2. *Sales Tax* collections through March were **\$1,823,100** or 49% of budget. Collections through March in FY 23-24 were **\$1,818,479**.
3. *Licenses & Permits* collections are **\$197,489** for the year, or 73.5% of budget. Collections through March in FY 23-24 were **\$50,247**.
4. *Bauer Center Rentals* through March are **\$41,460** or 41.5% of budget. Collections through March in FY 23-24 were **\$32,825**.
5. *Court Fines* are **\$55,069** for the year, or 46% of budget. Collections through March in FY 23-24 were **\$28,036**.

Expenditures in the General Fund for the year are **53%** of the budget.

Target: 50%

In the Utility Fund, revenues as of **03/31/25** are **45%** of the budget. In addition:

1. *Metered Water* sales through March are **\$1,415,689 or 43%** of the budget. Collections through March in FY 23-24 were **\$1,366,513**.
2. *Residential Sewer* sales through March are **\$801,732 or 51%** of the budget. Collections through March in FY 23-24 were **\$719,718**.
3. *Garbage Billings* through March are **\$506,002 or 50%** of the budget. Collections through March in FY 23-24 were **\$464,593**.

Expenditures on the Utility Fund for the year is **50%** of the budget.

In the HOT Fund, revenues as of **03/31/25** are **47%** of the budget. In addition:

1. *Hotel Occupancy Taxes* through March are **\$260,595 or 43.5%** of the budget. Collections through March FY 23-24 were **\$152,160**.

Expenditures on the HOT Fund for the year is **49%** of budget

In the Beach Fund, revenues as of **03/31/25** are **17%** of the budget. In addition:

1. *RV Rentals* through March are **\$29,721 or 13%** of the budget. Collections through March in FY 23-24 were **\$79,435**.

Expenditures on the Beach Fund for the year is **22.5%** of the budget

In the Ports & Harbors Fund, revenues as of **03/31/25** are **38%** of the budget. * In addition:

1. *Dock Leases* through March are **\$245,586 or 52%** of the budget. Collections through March in FY 23-24 were **\$209,988**.
2. *Tariffs* through March are **\$60,506 or 46.5%** of the budget. Collections through March FY 23-24 were **\$72,303**.
3. *NL Building Lease* through March is **\$46,902 or 52%** of the budget. Collections through March in FY 23-24 were **\$42,568**.

Expenditures on the Ports and Harbors Fund for the year is **23%** of the budget.

***Revenues are 59% of budget when Grant Revenue is excluded from budget balance.**

Summary – FY 2024-2025 through 03/31/25

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$ 7,775,824	63%	\$ 6,275,853	53%	\$ 1,499,971
Utility	\$3,730,994	45%	\$ 4,030,977	50%	\$ (299,983)
HOT	\$ 287,985	47%	\$ 353,523	49%	\$ (65,539)
Beach	\$ 45,712	17%	\$ 68,919	22.5%	\$ (23,207)
Port	\$ 572,069	38%	\$ 328,311	23%	\$ 243,758
				Total	\$ 1,355,000



Port Lavaca
PROPERTY TAX COLLECTION REPORT
February 28, 2025

TAXES DUE AT CERTIFICATION	6,088,413.16
Adjustments to Date	6,030.91
TOTAL TAX LEVY	6,094,444.07

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	1,379,244.48	0.00	1,379,244.48
February	407,408.82	13,229.82	420,638.64
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	5,525,179.66	13,229.82	5,538,409.48
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Last Year %
Collected

% Collected 90.66% 90.38%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments	0.00
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2024 TAXES OUTSTANDING	569,263.98
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% Current Outstanding 9.34%

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	7,277.13	2,634.30	9,911.43
February	19,158.01	7,560.76	26,718.77
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00

TOTAL	57,908.78	23,459.20	81,367.98
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DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING

413,907.95
983,171.93

DAA
3/27/25

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

Section VII. Item #D.

		Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease) Month	Y-T-D
Fiscal Year 2021-22										
Recv'd										
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 2022-23										
Recv'd										
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 2023-24										
Recv'd										
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 2024-25										
Recv'd										
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	365,840	10%	\$365,840	935,285	340,081	911,160	102.65%	9.5%	4.5%
Mar	Jan	247,979	-6%	\$247,979	1,183,264	269,747	1,180,908	100.20%	-6.4%	2.0%
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: MARCH 31ST, 2025

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	548,337.48	6,838,630.55	0.00	2,253,742.45	75.21
LICENSES & PERMITS	268,410	268,410	0	112,662.26	197,488.99	0.00	70,921.01	73.58
USER & SERVICE CHARGES	103,250	103,250	0	8,426.69	42,930.68	0.00	60,319.32	41.58
FINES & FORFEITURES	294,000	294,000	0	34,194.61	136,235.75	0.00	157,764.25	46.34
OTHER REVENUE	565,950	565,950	0	26,533.61	165,557.91	0.00	400,392.09	29.25
GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	243,912.60	0.00	276,207.40	46.90
INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	151,068.00	0.00	1,416,573.00	9.64
TOTAL REVENUES	12,411,744	12,411,744	0	755,332.65	7,775,824.48	0.00	4,635,919.52	62.65
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	2,316.73	15,279.43	0.00	15,604.57	49.47
CITY MANAGER	422,786	648,119 (	225,333)	57,022.20	533,531.25	75,000.00	39,587.75	93.89
CITY SECRETARY	251,461	251,461	0	16,635.64	102,150.47	20,000.00	129,310.53	48.58
HUMAN RESOURCE	100,395	100,395	0	7,943.43	41,851.94	0.00	58,543.06	41.69
MUNICIPAL COURT	177,937	177,937	0	15,772.23	99,168.41	0.00	78,768.59	55.73
TECHNOLOGY SERVICES	510,222	510,222	0	21,217.00	388,795.90	55,990.74	65,435.36	87.18
FINANCE	393,798	393,798	0	32,683.78	188,773.73	0.00	205,024.27	47.94
CITY HALL	548,378	548,378	0	5,834.27	32,509.26	205,831.04	310,037.70	43.46
POLICE	2,887,828	2,887,828	0	171,892.62	1,523,172.86	15,412.86	1,349,242.28	53.28
FIRE	2,146,503	2,146,503	0	151,686.92	994,823.12	41,991.97	1,109,687.91	48.30
ANIMAL CONTROL	256,834	256,834	0	16,541.20	106,491.78	0.00	150,342.22	41.46
CODE ENFORCEMENT/INSPECT	491,452	491,452	0	37,227.10	176,945.60	0.00	314,506.40	36.00
STREETS	3,097,966	3,097,966	0	194,536.59	928,548.54	415,356.23	1,754,061.23	43.38
PARKS & RECREATION	877,803	877,803	0	44,961.61	450,254.69	81,421.08	346,127.23	60.57
BAUER CENTER	315,614	315,614	0	17,440.77	156,386.72	15,872.62	143,354.66	54.58
NON-DEPARTMENTAL	866,703	866,703	0	26,804.41	537,169.74	0.00	329,533.26	61.98
TOTAL EXPENDITURES	13,376,564	13,601,897 (	225,333)	820,516.50	6,275,853.44	926,876.54	6,399,167.02	52.95
REVENUES OVER/ (UNDER) EXPENDITURES	(964,820)	(1,190,153)	225,333 (	65,183.85)	1,499,971.04 (	926,876.54)	(1,763,247.50)	48.15-

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

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Section VII. Item #D.

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	248,220.53	4,735,244.56	0.00 (139,573.56)	103.04
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	8,649.85	62,316.95	0.00	51.93
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	249,312.73	1,823,099.79	0.00	48.96
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	11,689.19	0.00	18.85
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	24,150.96	127,622.64	0.00	36.99
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	0.00	5,862.95	0.00	18.32
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	6,922.42	0.00	13.84
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	11,819.40	51,614.81	0.00	40.09
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	6,184.01	14,257.24	0.00	40.73
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00
TOTAL TAXES		9,092,373	9,092,373	0	548,337.48	6,838,630.55	0.00	75.21
LICENSES & PERMITS								
421.02	BUILDER LICENSES	7,000	7,000	0	750.00	6,950.00	0.00	99.29
422.01	ELECTRICAL PERMITS	25,000	25,000	0	225.00	5,151.92	0.00	20.61
422.02	BUILDING PERMITS	157,000	157,000	0	66,456.65	115,048.58	0.00	73.28
422.03	PLUMBING PERMITS	22,000	22,000	0	325.00	6,875.00	0.00	31.25
422.04	MECHANICAL PERMITS	5,600	5,600	0 (	100.00)	1,175.00	0.00	20.98
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	210.00	650.00	0.00 (	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	350.00	0.00 (	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	680.00	945.00	0.00	36.35
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	945.00	9,218.84	0.00	30.73
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00 (	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	1,260.00	5,655.00	0.00	79.54
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	125.00	0.00	12.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	575.00	0.00 (	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	41,885.61	44,494.91	0.00 (	494.39
425.01	ANIMAL LICENSES & FEES	200	200	0	25.00	120.00	0.00	60.00
426.01	ALARM FEES	100	100	0	0.00	60.00	0.00	60.00
TOTAL LICENSES & PERMITS		268,410	268,410	0	112,662.26	197,488.99	0.00	73.58
USER & SERVICE CHARGES								
435.06	BAUER CENTER RENTALS	100,000	100,000	0	8,000.00	41,460.00	0.00	41.46
435.07	BAYFRONT RENTALS	750	750	0	200.00	650.00	0.00	86.67
435.08	CREDIT CARD CONVENIENC	0	0	0	199.69	508.68	0.00 (	0.00
439.01	POLICE SERVICES	2,000	2,000	0	27.00	312.00	0.00	15.60
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES		103,250	103,250	0	8,426.69	42,930.68	0.00	41.58

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

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	20,066.11	46,112.39	0.00	48,887.61	48.54
441.02	TAX ATTORNEY FEES	50,000	50,000	0	2,679.26	17,981.11	0.00	32,018.89	35.96
443.01	COURT FINES	120,000	120,000	0	9,178.49	55,069.16	0.00	64,930.84	45.89
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	938.30	9,740.46	0.00	4,259.54	69.57
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	310.57	2,240.60	0.00	2,759.40	44.81
449.02	ARREST FEES	10,000	10,000	0	1,021.88	5,092.03	0.00	4,907.97	50.92
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	34,194.61	136,235.75	0.00	157,764.25	46.34
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	26,033.61	156,148.36	0.00	343,851.64	31.23
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	0.00	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	0.00	52.55	0.00	9,947.45	0.53
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	500.00	1,500.00	0.00	4,500.00	25.00
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	26,533.61	165,557.91	0.00	400,392.09	29.25
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	0.00	189,162.60	0.00	58,157.40	76.48
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	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	0.00	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	11,160.48	0.00	11,160.52	50.00
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	4,600.50	0.00	4,600.50	50.00
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	135,307.02	0.00	135,306.98	50.00
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	151,068.00	0.00	1,416,573.00	9.64

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

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	12,411,744	12,411,744	0	755,332.65	7,775,824.48	0.00	4,635,919.52	62.65

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

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	592,124.84	3,612,067.95	0.00	4,450,298.05	44.80
FINES & FORFEITURES	100,000	100,000	0	9,383.21	62,171.17	0.00	37,828.83	62.17
OTHER REVENUE	162,104	162,104	0	4,176.89	56,754.73	0.00	105,349.27	35.01
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	605,684.94	3,730,993.85	0.00	4,593,476.15	44.82
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	165,923	165,923	0	6,793.72	87,886.84	0.00	78,036.16	52.97
BILLING	454,258	454,258	0	31,517.51	192,425.74	28,044.10	233,788.16	48.53
MAINTENANCE	1,584,911	1,584,911	0	202,714.92	679,207.44	188,536.88	717,166.68	54.75
WASTEWATER TREATMENT	988,577	988,577	0	102,019.43	452,307.42	30,386.02	505,883.56	48.83
NON-DEPARTMENTAL	5,347,283	5,347,283	0	373,506.85	2,619,149.50	0.00	2,728,133.50	48.98
TOTAL EXPENDITURES	8,540,952	8,540,952	0	716,552.43	4,030,976.94	246,967.00	4,263,008.06	50.09
REVENUES OVER/(UNDER) EXPENDITURES	(216,482)	(216,482)	0	(110,867.49)	(299,983.09)	(246,967.00)	330,468.09	252.65

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

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	227,773.88	1,415,688.55	0.00	1,870,907.45	43.07
431.12 WATER-BULK	0	0	0	0.00	164.32	0.00	(164.32)	0.00
431.13 WATER-METERED COUNTY	103,836	103,836	0	6,667.41	43,337.65	0.00	60,498.35	41.74
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	134,593.74	801,731.75	0.00	765,641.25	51.15
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	63,918.34	389,749.86	0.00	690,113.14	36.09
431.23 SEWER COUNTY	67,205	67,205	0	5,261.74	31,658.67	0.00	35,546.33	47.11
431.25 SEWER-LOW PRESSURE (LP	975	975	0	120.00	720.00	0.00	255.00	73.85
431.31 WASTE-GARBAGE COLLECTI	1,019,111	1,019,111	0	84,650.43	506,001.51	0.00	513,109.49	49.65
431.32 SPRING CLEANUP	100,000	100,000	0	2,569.00	15,400.20	0.00	84,599.80	15.40
432.05 GBRA FEES	744,907	744,907	0	61,725.30	370,880.44	0.00	374,026.56	49.79
432.11 WATER TAPS	20,000	20,000	0	0.00	1,260.00	0.00	18,740.00	6.30
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	360.00	7,080.00	0.00	(2,080.00)	141.60
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	4,350.00	27,900.00	0.00	32,100.00	46.50
432.64 SERVICE TEMP WATER	500	500	0	135.00	495.00	0.00	5.00	99.00
TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	592,124.84	3,612,067.95	0.00	4,450,298.05	44.80
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	100,000	100,000	0	9,383.21	62,171.17	0.00	37,828.83	62.17
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	9,383.21	62,171.17	0.00	37,828.83	62.17
OTHER REVENUE								
451.01 INTEREST INCOME	38,000	38,000	0	1,895.19	11,473.91	0.00	26,526.09	30.19
459.03 RETURNED CHECK FEE	1,000	1,000	0	330.00	1,140.00	0.00	(140.00)	114.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	(2,230.79)	(2,430.10)	0.00	37,430.10	6.94
459.08 CCRWSS-GBRA TRANSMISSI	85,104	85,104	0	0.00	38,456.67	0.00	46,647.33	45.19
459.09 CREDIT CARD CONVENIENC	0	0	0	4,182.49	8,033.56	0.00	(8,033.56)	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	80.00	0.00	(80.00)	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	4,176.89	56,754.73	0.00	105,349.27	35.01
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	605,684.94	3,730,993.85	0.00	4,593,476.15	44.82

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

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	51,775.75	260,595.41	0.00	339,404.59	43.43
OTHER REVENUE	15,000	15,000	0	4,268.66	27,389.41	0.00	(12,389.41)	182.60
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	56,044.41	287,984.82	0.00	327,015.18	46.83
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>785,214</u>	<u>785,214</u>	<u>0</u>	<u>54,059.74</u>	<u>353,523.42</u>	<u>31,234.48</u>	<u>400,456.10</u>	<u>49.00</u>
TOTAL EXPENDITURES	785,214	785,214	0	54,059.74	353,523.42	31,234.48	400,456.10	49.00
REVENUES OVER/ (UNDER) EXPENDITURES	(170,214)	(170,214)	0	1,984.67	(65,538.60)	(31,234.48)	(73,440.92)	56.85

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

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101-HOTEL OCCUPANCY TAX FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TAXES									
415.01	HOTEL/MOTEL TAX	600,000	600,000	0	51,775.75	260,595.41	0.00	339,404.59	43.43
TOTAL TAXES		600,000	600,000	0	51,775.75	260,595.41	0.00	339,404.59	43.43
OTHER REVENUE									
451.01	INTEREST INCOME	15,000	15,000	0	1,268.66	7,839.41	0.00	7,160.59	52.26
459.10	DONATIONS- FESTIVALS	0	0	0	3,000.00	19,550.00	0.00	(19,550.00)	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	4,268.66	27,389.41	0.00	(12,389.41)	182.60
INTERGOVERNMENTAL REVENUE									
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	56,044.41	287,984.82	0.00	327,015.18	46.83
		=====	=====	=====	=====	=====	=====	=====	=====

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

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Section VII. Item #D.

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	9,136.40	31,178.47	0.00	203,821.53	13.27
OTHER REVENUE	32,500	32,500	0	2,563.20	14,533.24	0.00	17,966.76	44.72
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	11,699.60	45,711.71	0.00	221,788.29	17.09
<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	11,453.95	68,919.07	0.00	238,410.93	22.43
TOTAL EXPENDITURES	307,330	307,330	0	11,453.95	68,919.07	0.00	238,410.93	22.43
REVENUES OVER/ (UNDER) EXPENDITURES	(39,830)	(39,830)	0	245.65	(23,207.36)	0.00	(16,622.64)	58.27

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

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 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10 R V RENTALS	230,000	230,000	0	8,426.40	29,721.47	0.00	200,278.53	12.92
433.30 PAVILLION RENTALS	3,000	3,000	0	600.00	950.00	0.00	2,050.00	31.67
433.50 TENT RENTALS	2,000	2,000	0	110.00	507.00	0.00	1,493.00	25.35
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	9,136.40	31,178.47	0.00	203,821.53	13.27
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	30,000	30,000	0	2,221.95	13,916.99	0.00	16,083.01	46.39
459.11 AUCTION 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	2,500	2,500	0	341.25	616.25	0.00	1,883.75	24.65
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	32,500	32,500	0	2,563.20	14,533.24	0.00	17,966.76	44.72
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	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 XFER IN - FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN - 206 FARE FUN	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	11,699.60	45,711.71	0.00	221,788.29	17.09

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

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Section VII. Item #D.

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	70,526.08	414,561.33	0.00	404,393.67	50.62
FINES & FORFEITURES	500	500	0	116.04	379.78	0.00	120.22	75.96
OTHER REVENUE	35,600	35,600	0	2,719.79	15,743.96	0.00	19,856.04	44.22
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
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	73,361.91	572,069.07	0.00	949,169.93	37.61
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	217.61	3,432.60	0.00	(2,010.60)	241.39
CITY HARBOR	7,000	7,000	0	3,475.00	3,475.00	0.00	3,525.00	49.64
HARBOR OF REFUGE	200,000	200,000	0	5,000.00	10,000.00	0.00	190,000.00	5.00
SMITH HARBOR	11,000	11,000	0	0.00	4,875.00	0.00	6,125.00	44.32
NAUTICAL LANDINGS MARINA	35,000	35,000	0	2,884.00	8,502.48	0.00	26,497.52	24.29
OPERATIONS	1,390,148	1,390,148	0	27,585.60	298,025.91	49,800.00	1,042,322.09	25.02
TOTAL EXPENDITURES	1,644,570	1,644,570	0	39,162.21	328,310.99	49,800.00	1,266,459.01	22.99
REVENUES OVER/ (UNDER) EXPENDITURES	(123,331)	(123,331)	0	34,199.70	243,758.08	(49,800.00)	(317,289.08)	157.27-

1,499,971.00
299,983.00
65,539.00
23,207.00
243,758.08
1,355,000.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Section VII. Item #D.

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	70,668.23	0.00	44,331.77	61.45
436.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	7,500.00	52,375.00	0.00	47,625.00	52.38
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	23,183.09	136,221.17	0.00	132,275.83	50.73
436.12 TARIFFS	130,000	130,000	0	11,837.99	60,506.30	0.00	69,493.70	46.54
436.20 N L DOCK RENT- TRANSIE	500	500	0	31.50	283.50	0.00	216.50	56.70
436.21 N L-DOCK LEASE	90,950	90,950	0	6,467.90	38,696.28	0.00	52,253.72	42.55
436.22 N L -BLDG LEASE	90,028	90,028	0	8,798.14	46,901.69	0.00	43,126.31	52.10
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	8,909.16	0.00	11,070.84	44.59
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	70,526.08	414,561.33	0.00	404,393.67	50.62
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	500	500	0	116.04	379.78	0.00	120.22	75.96
TOTAL FINES & FORFEITURES	500	500	0	116.04	379.78	0.00	120.22	75.96
OTHER REVENUE								
451.01 INTEREST INCOME	35,000	35,000	0	2,719.79	15,574.46	0.00	19,425.54	44.50
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	0.00	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	2,719.79	15,743.96	0.00	19,856.04	44.22
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	73,361.91	572,069.07	0.00	949,169.93	37.61

COMMUNICATION

SUBJECT: Receive Capital Improvement Projects Progress Report_01.01.2025 to 03.31.2025

INFORMATION:



QUARTERLY CAPITAL PROJECTS PROGRESS REPORT

01/01/2025 - 03/31/2025

30
PROJECTS
BUDGETED FOR FY 24-25

23%
PROJECTS COMPLETION
FOR FY 24-25


● NOT STARTED ● BEHIND ● ON TRACK ● OVERDUE ● COMPLETE

FUND/DEPT.	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
HOT	GATEWAY SIGNS & LANDSCAPING	\$150,000	\$7,766	NEW GATEWAY SIGNS AND LANDSCAPING AT HWY 35 & HWY 87 AND HWY 35 & CAUSEWAY	PROPOSED DESIGN, WORKING WITH TXDOT TO UNDERSTAND REQUIREMENTS BEFORE FINALIZING THE DESIGN.	5%
GEN FUND/CITY HALL	CITY HALL UPGRADES	\$600,000	\$21,401	CITY HALL UPGRADE PHASE III	CONSTRUCTION ONGOING PHASE 3. PLANNING KICK-OFF MEETING FOR PHASE 4.	4%
GEN FUND/CITY HALL	UTILITY BILLING DRIVE THRU UPGRADES	\$75,000	\$0	DRIVE-THRU PNEUMATIC TUBE SYSTEM REPLACEMENT	CONSTRUCTION PROJECTED DATE APRIL 14TH 2025	0%
GEN FUND/POLICE	RADAR TRAILERS	\$13,349	\$13,349	PURCHASE OF TWO NEW RADAR TRAILERS	DELIVERED	100%
GEN FUND/POLICE	REPLACEMENT TASERS	\$12,085	\$12,085	REPLACEMENT TASERS FOR THE POLICE DEPARTMENT	RECEIVED. COMPLETED.	100%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
GEN FUND/POLICE	NEW VINYL FLOOR PLANKS	\$49,736	\$26,963	NEW VINYL FLOOR PLANKS FOR POLICE DEPARTMENT	WORK IS ONGOING.	54%
GEN FUND/FIRE	LADIES RESTROOM	\$15,000	\$0	INSTALLATION OF LADIES RESTROOM AND SHOWER AT FIRE STATION #1 ON AUSTIN ST.	HASN'T STARTED YET.	0%
BOND/STREETS	INDEPENDENCE IMPROVEMENTS	\$5,343,453	\$1,658,783	INDEPENDENCE DR 2 LANE PLUS CONTINUOUS TURN LANE TO HALF LEAQUE	CONSTRUCTION IS ONGOING.	31%
BOND/STREETS	ALAMO HEIGHTS IMPROVEMENTS	\$9,669,716	\$3,052,536	ALAMO HEIGHTS PHASE I & II	CONSTRUCTION IS ONGOING.	32%
BOND/STREETS	WESTERN HEIGHTS IMPROVEMENTS	\$2,812,300	\$0	REHAB OF BORDER, WAREHOUSE, CENTRAL, AND GEORGE ST. FROM BORDER TO WAREHOUSE	WAITING FOR TASK ORDER FROM ENGINEERING	0%
GEN FUND/STREETS	SMITH ROAD IMPROVEMENTS	\$275,000	\$41,600	SMITH ROAD SIDEWALK AND BIKE LANE	AWARDED CONSTRUCTION CONTRACT. WAITING FOR SCHEDULE OF THE PRE-CONSTRUCTION MEETING AND ISSUANCE OF NTP.	15%
FARF/STREETS	STREETS DUMP TRUCK	\$113,292	\$113,292	2 DUMP TRUCKS. ONE IS FOR STREETS DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	DELIVERED.	100%
FARF/STREETS	STREET SWEEPER	\$340,000	\$0	PURCHASE OF A STREET SWEEPER	ORDERED. WAITING FOR DELIVERY.	0%
GEN FUND/STREETS	SCHOOLEY, HENRY, AND BONORDEN IMPROVEMENTS	\$550,000	\$4,357	SCHOOLEY, HENRY AND BONORDEN ST. REHAB	CONSTRUCTION IS ONGOING.	1%
GEN FUND/PARKS	BAYFRONT SPLASHPAD IMPROVEMENTS	\$75,000	\$0	SHADE STRUCTURE AT BAYFRONT SPLASH PAD	THE SPLASH PAD IS DONE. SUBMITTED FINAL INVOICE.	0%
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$25,000	\$8,505	LIGHTED BOLLARDS FOR BAYFRONT PARK	ONGOING.	34%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$10,000	\$0	POLE BANNERS FOR BAYFRONT PARK	HASN'T STARTED YET.	0%
GEN FUND/PARKS	CITY PARK IMPROVEMENTS	\$20,000	\$0	IRRIGATION AND LANDSCAPING AT CITY PARK	HASN'T STARTED YET.	0%
GEN FUND/PARKS	BUTTERFLY PARK IMPROVEMENTS	\$15,000	\$0	IRRIGATION AND LANDSCAPING AT BUTTERFLY PARK	HASN'T STARTED YET.	0%
GEN FUND/BAUER	BAUER COMMUNITY CENTER IMPROVEMENTS	\$35,000	\$3,500	IRRIGATION AND LANDSCAPING AT BAUER COMMUNITY CENTER	CONSTRUCTION SOLICITATION PHASE.	10%
GEN FUND/BAUER	SOUVINEER COIN PRESS	\$10,000	\$0	SOUVENIR COIN PRESS	HASN'T STARTED.	0%
PUF FUND/WATER	WATER VALVE LOCATION AND EXERCISE PROGRAM	\$126,000	\$83,490	VALVE AUDIT AND MAPPING	COMPLETED; WAITING FOR FINAL INVOICE.	66%
PUF FUND/WATER	WATER SYSTEM IMPROVEMENT (ARPA)	\$4,512,054	\$3,332,599	WATER SYSTEM INPOVEMENT	CONSTRUCTION ONGOING. WATER SYSTEM IMPROVEMENT INCLUDES ARPA FUND	74%
PUF FUND/WATER	DUMP TRUCK	\$113,292	\$113,292	2 DUMP TRUCKS. ONE IS FOR STREET'S DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	ORDERED. WAITING FOR DELIVERY	100%
PUF FUND/WATER & WWTP	TXCDBG	\$575,000	\$10,470	WATER/SEWER IMPROVEMENT	EXECUTED ADMINISTRATION AND ENGINEERING CONTRACTS.	2%
UTILITY CONSTRUCTION FUND/WWTP	ANN ST LIFTSTATION	\$890,500	\$64,475	LIFT STATION UPGRADES: ANN STREET	CONTRUCTION AWARD IS ISSUED. PROJECTED START DATE: JUNE 2025. WAITING FOR MATERIALS AND EQUIPMENT.	7%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
PORTS & HARBORS	TPWL BOATING ACCESS	\$720,000	\$23,045	BOATING ACCESS.BREAKWATER REPAIR IN NAUTICAL LANDINGS MARINA	AWARDED CONSTRUCTION CONTRACT; CONSTRUCTION AGREEMENT HAS BEEN EXECUTED. WAITING FOR NTP.	3%
PORTS & HARBORS	RESTORE GRANT	\$500,000	\$8,756	RESTORE CITY OF PORT LAVACA SHORELINE CLEANUP	ENVIRONMENTAL PHASE. RECEIVED AN RFI FROM ARMYCORP. PREPARING RFP	2%
PORTS & HARBORS	SMITH HARBOR IMPROVEMENTS	\$675,000	\$25,200	IMPROVEMENTS SMITH HARBOR PHASE I DOWNTOWN WATERFRONT MASTER PLAN	RECEIVED ENVIRONMENTAL PERMIT. ENGINEERING DESIGN PHASE.	4%
PORTS & HARBORS	CDBG MIT	\$13,645,005	\$1,191,067	HAZARD MITIGATION LIVING SHORELINE PROJECT FOR COASTAL RESILIENCY PROGRAM	ONGOING PERMITTING COORDINATION WITH TRITON AND USACE. PROGRESS 95% DESIGN PACKAGE. FINALIZE NAVIGATION AID PERMIT REQUEST FOR USCG.	9%
TOTAL:		\$41,965,781	\$9,816,529			23%


 Brittney Hogan
 Finance Director

04/02/25
 Date

COMMUNICATION

SUBJECT: Receive Development Services Permits Report_01.01.2025 to 03.31.2025

INFORMATION:



Permit Statistics by Application Type

From 01/01/2025 through 03/31/2025

Page 1 of 1

Report run on: 04-01-2025 15:24:30

Application Type		This Period			Same Period Previous Year		
		# Permits Issued	Valuation	Fees Collected	# Permits Issued	Valuation	Fees Collected
ALCOHOL IN PARKS	Alcohol In Parks	2		\$100.00	0		
CERTIFICATE OF OCCUPANCY	Certificate of Occupancy	5		\$275.00	0		
COMMERCIAL ADDITION	Commercial Addition	1		\$151.92	0		
COMMERCIAL ALTERATION/REPAIR OR WALL	Commercial Alteration/Repair	5		\$766.18	0		
COMMERCIAL FENCE OR WALL	Commercial Fence or Wall	1		\$151.92	0		
COMMERCIAL NEW CONSTRUCTION	Commercial New Construction	1		\$25,858.84	0		
COMMERCIAL SIGN	Commercial Sign	3		\$569.16	0		
ELECTRICAL	Electrical	27		\$3,130.00	0		
FIRE ALARM	Fire Alarm	1		\$225.00	0		
FLATWORK/PAVING	Flatwork/Paving	7		\$790.36	0		
GARAGE SALE	Garage Sale	41		\$410.00	0		
MECHANICAL	Mechanical	7		\$775.00	0		
PLUMBING	Plumbing	39		\$4,375.00	0		
PRE-APPLICATION	Pre-Application	1		\$75.00	0		
RESIDENTIAL ACCESSORY STRUCTURE	Residential Accessory Structure	8		\$815.36	0		
RESIDENTIAL ADDITION	Residential Addition	2		\$435.50	0		
RESIDENTIAL ALTERATION/REPAIR	Residential Alteration/Repair	10		\$1,685.95	0		
RESIDENTIAL DEMOLITION	Residential Demolition	3		\$0.00	0		
RESIDENTIAL FENCE OR WALL	Residential Fence or Wall	4		\$407.68	0		
RESIDENTIAL NEW CONSTRUCTION	Residential New Construction	4		\$3,318.40	0		
RESIDENTIAL ROOF OR RE-ROOF	Residential Roof or Re-Roof	13		\$2,097.10	0		
SOLAR	Solar	15		\$2,960.00	0		
Totals:		200		\$49,373.37	0		

COMMUNICATION

SUBJECT: Receive Development Services Code Enforcement Report_01.01.2025 to 03.31.2025

INFORMATION:

Code Enforcement Quarterly Report

Case Type	YTD	
Accum On Prprty	9	
Code Compliance	121	
Jnk Vehicle	4	
Stop Work	3	
Sub Bldg	9	
Tall Grass	47	
Inspections	521	
Court Cases		
Active Citations	4	
Citations YTD	8	
Active Citations Previous Year	3	
Eppink		
Case 20240011	\$293 Fine Paid Defendant paid so as to not appear in court	
Case 20250001	\$293 Fine Paid Defendant paid so as to not appear in court	
Case 20250003	2/6/2025	
	2/20/2025	
	3/6/2025	
Case Remains open	4/10/2025	
Garcia	No Fines Issued	
Court Dates	10/10/2024	
	12/19/2024	
	1/9/2025	
	2/6/2025	
	3/6/2025	
Case Remains open	4/10/2025	
Jackson	No Fines Issued	
Court Dates	10/10/2024	
	10/24/2024	
	11/21/2024	
	12/19/2024	
Case Closed	2/6/2025	
Hsin Lu	No Fines Issued	
20240010		
Court Dates	10/17/2024	
	11/21/2024	
Case Remains open	11/21/2024 Awaiting Warrant	
Jose Armando Garcia	No Fines Issued	
20250008		
Case Open	4/10/2025	
Jacob Atchison	No Fines Issued	
2025002		
	2/6/2025	
Case Open	Awaiting Warrant	

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca APRIL 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 will be having some photos done soon to compliment the web page.
 - Photos will include both an “industrial” look and a retail look.
- VEDC has added a link for Ports and Harbors (<https://www.victoriaedc.com/sites-and-data/community-profile/port-lavaca>) More information will be added along with a link to the TPA.
- VEDC moved to a new provider to pull MLS listings so they should populate. Staff will manually add properties not listed.
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”.
 - VEDC has registered staff and Tania French for the Film Friendly Workshop (as required by the State) to be listed as a film friendly city.
 - Guidelines will be provided to the CM to take to Council in May.
 - Council will have to approve the guidelines and fees at a later date.

Business

- The shoe retailer is still on hold. VEDC staff are not getting a lot of communication from the company.
- VEDC staff followed up with potential retailers and will update when we have better information. One will include a small sit-down restaurant (new model).
- VEDC Staff will regroup with the Chamber to schedule meetings with business owners/ roundtable discussion and publish a plan for 2025.
- VEDC staff will be conducting BRE visits with industrial clients in the next couple of months.

Projects

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

Other

VEDC attended Calhoun County Day at the capital, in addition to the meeting VEDC held in Austin (“Chairman’s Circle – Austin, 2025”).

VEDC President spoke at a Committee Meeting in Austin for SB2361, a proposed bill to move UHV to Texas A&M Victoria.

MARK THE DATE- Next Semi-Annual meeting will be held May 22nd from 2-4 pm. Location TBD

COMMUNICATION

SUBJECT: Conduct Public Hearing for update on properties previously declared substandard on August 12, 2024:

INFORMATION:

- (a) 505 Bonorden
- (b) 515 N. Nueces
- (c) 502 N. Benavides

505 Bonorden



505 Bonorden Cont.

First Public Hearing Date: August 12, 2024

City Council Motion:

This property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Update:

No plans have been submitted to the department. The property owner secured the structure after the public hearing. Councilwoman Padron contacted the Code Enforcement Office on multiple occasions and stated that the property owner had been in touch with her. He had stated that a plan and timeline of events will be provided to our office. To date, he has failed to do so.

As shown in the pictures, the exterior walls are not protected and on the verge of collapse. Due to improper support, the roof has continued to deflect.

515 Nueces



First Public Hearing Date: August 12, 2024

City Council Motion:

This property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then this property will again go before Council for further consideration.

Update:

515 Nueces has submitted a plan with development services and the structure is mostly secured. However, none of the plan has been executed and the condition of the house has degraded severely as pictured the water heater has collapsed out of the building. The home is in a severe state of sinking into the ground.

502 N Benavides



First Public Hearing Date: August 12, 2024

City Council's Motion:

This property is hereby declared substandard and will allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Update:

502 N. Benavides complied by submitting a plan with the development services department. I did order the property owner to secure the property immediately. To date, he has failed to comply.

On March 27, 2025, a foundation application was submitted. However, due to nonpayment, the permit has not been issued.

The front wall coverings on the second floor have continued collapse. It appears that even more of the wall coverings are about to fall off. Furthermore, they have failed to comply with the submitted plan.

April 13, 2025

To whom it may concern,

We, Pedro Solis Mendoza, Juan Roberto Sanchez, and Silvia Sanchez are the owners of property 505 Bonorden St., we have received a Notice to Property Owner of Substandard Building(s) and Public Hearing, we wanted to inform that this address does not have nor will have any occupants until it has met the established minimum standards for continued use or occupancy. We have paid all taxes and obligations related to this property on time. We have been maintaining the property's exterior and surrounding areas, and even though we pay a water bill, there is no electricity on this property. We understand it is dilapidated and unfit for human habitation. Due to other property expenses at this moment, we want to either repair it up or demolish the property over the next year or two. As of right now, we have resolved the issues that the city of Port Lavaca brought to our attention before this notice and hope we can come up with a solution to this matter.

Sincerely,

Pedro Solis Mendoza

Juan Roberto Sanchez

Silvia Sanchez

Received by 

Date: 04/14/2025
CITY OF PORT LAVACA

COMMUNICATION

SUBJECT: Consider and take action on property previously declared substandard, following Public Hearings held on August 12, 2024 and April 14, 2025:

INFORMATION:

- (a) 505 Bonorden
- (b) 515 N. Nueces
- (c) 502 N. Benavides

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:

(a) 126 Haviland

126 Haviland



We have tried unsuccessfully to reach out to the property owner.

2025

First notice of violation:	January 19, 2025
Second notice of violation:	February 22, 2025
Public Hearing Notice:	March 20, 2025

Inspection Checklist

Date: 04/08/2025

Inspector:

Location: 126 Haviland

Bradley Shaffer

	Pass	Fail	Violation/Deficiency	Location of violation
Roof properly maintained		X	Roof Collapsing	Roof
Improper Walls, partitions or other vertical supports		X	Walls Missing	Front and sides
Fireplaces or chimneys properly maintained		N/A		
Unsecure building: vacant and open.		X	No doors or windows and walls missing	All of trailer
Lack of required rails, stairs, steps and/or balconies		X	Porch Collapsing	Porch
Lack of or improper exterior wall coverings		X	Walls severely damaged	Entire home
Hazardous wiring		X	Outlets damaged	Entire Home
Hazardous plumbing		X	Most plumbing no longer functional	Entire Property
Hazardous mechanical equipment		N/A		
Sanitation:		X	No sanitation	Entire Property
Lack of or improper connection to required sewage disposal		X	Sewer not connected	Under home
Lack of or improper garbage and rubbish storage		X	Garbage and rubbish on the ground	Entire property
Standing or stagnant water	X			
Improper Drainage	X			
Improper Occupancy	X			
Inadequate exits	X			
Improper Fireplace or Chimney	N/A			

Improper Ceiling or Ceiling supports		X	Ceiling in various states of decay	Entire property
Improper Flooring or floor supports		X	Flooring heavily damaged	Floor
Improper Foundation		X	Foundation failing	Front of home
Vermin/Insects		X	Evidence of both	In and outside home
Dampness of habitable space		X	Moisture damage	Inside home
Lack of electrical lighting		X	No electric	Entire property
Hot and Cold Water		X	No water	Entire property
Lack of or Improper Kitchen		X	Kitchen not functional	Kitchen
Lack of or Improper bathroom		X	Bathroom not functional	Bathroom
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X	Various hazards across the property	Entire 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).

9.8.23

COMMUNICATION

SUBJECT: Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on April 14, 2025:

INFORMATION:

(a) 126 Haviland

COMMUNICATION

SUBJECT: Consider a Variance to Ordinance Chapter 26, Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park; the property is described as Lot 2, Block 61 (521 S. Nueces Street).
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: April 14, 2025 **AGENDA ITEM** _____

DATE: 04.07.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: To consider a Variance to Ordinance Chapter 26- Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park. The property is described as Lot 2 of Block 61 of the Original Townsite (521 S. Nueces St.).

Chapter 26 – Manufactured housing

In accordance with Chapter 26.4(2)(c) of City of Port Lavaca Code of Ordinances, HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code manufactured home will be permitted to be installed on any lot on which a manufactured home was situated in the past 180 days.

Mr. Benjamin had made a similar request on a different property in June of 2024. The request was approved by the Planning Board and City Council. However, he was not able to come to an agreement with the owners of the property. Jacob Benjamin is requesting a variance to place a manufactured home on 521 S. Nueces Street. Mr. Benjamin's variance request is due to medical necessity. Mr. Benjamin has purchased a new manufactured home and will be leasing the property. Included is a note from his primary care provider that states that he should live within three (3) minutes response rate by EMS or to get to the hospital.

According to the tax role, the current property owner is William H. Clay (Estate) c/o Raymond C. Clay, Jr.

Due to the fact that both boards had approved Mr. Benjamin's previous request at another location, staff is recommending that council approve this request. However, staff is requesting that Mr. Benjamin be granted a Specific Use Permit for the sole and singular use.

Staff Recommendation: Approval contingent on granting a Specific Use Permit for the sole and singular use.

Property ID: 17479 For Year 2024

2024 Appraisal Notice

View Map

Print

Property Details

Account

Property ID:	17479	Geographic ID: S0001-00610-0002-00
Type:	R	Zoning:
Property Use:		Condo:

Location

Situs Address:	521 S NUECES ST PORT LAVACA, TX 77979	
Map ID:	S0001-00610-0002-00	Mapsc0:
Legal Description:	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 61, LOT 2	
Abstract/Subdivision:	S0001	
Neighborhood:	(1600) PORT LAVACA TOWN	

Owner ?

Owner ID:	97121	
Name:	CLAY WILLIAM H (ESTATE)	
Agent:		
Mailing Address:	C/O RAYMOND C CLAY JR 463 RABBIT RUN RD VICTORIA, TX 77905	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values	
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$7,700 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$7,700 (=)
Agricultural Value Loss:	\$0 (-)
Appraised Value:	\$7,700 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$7,700
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.



CITY OF PORT LAVACA



Re: Benjamin, Jacob, DOB 12/15/1957

6/11/2024

To Whom It May Concern,

I have been Mr. Benjamin's primary care provider for the past 8 years. He has several critical illnesses including having a tracheostomy secondary to vocal cord paralysis. In addition, he has atrial fibrillation and diabetes mellitus. He has also poor mobility due to osteoarthritis and respiratory issues. He can suddenly become incapacitated due to his medical problems and response times that vary by minutes can make huge difference in his possible outcome. Ideally, he should live within 3 minutes response rate by EMS or to get to the hospital.

Should you have any questions, do not hesitate to call: 361-552-6721.

John B. Wright, MD
Port Lavaca Clinic Associates, PA
1200 North Virginia
Port Lavaca, TX 77979

361-552-6721
Fax: 361-552-7463

Sincerely,

A handwritten signature in black ink, appearing to read "John B. Wright, MD".

John B. Wright, MD
Port Lavaca Clinic Associates, PA

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board of a replat of Lots 1-16, 53-54, 57-58, 63-66 and 75-76 of Claret Crossing, Section 1 Subdivision. Presenter is Derrick Smith

INFORMATION:

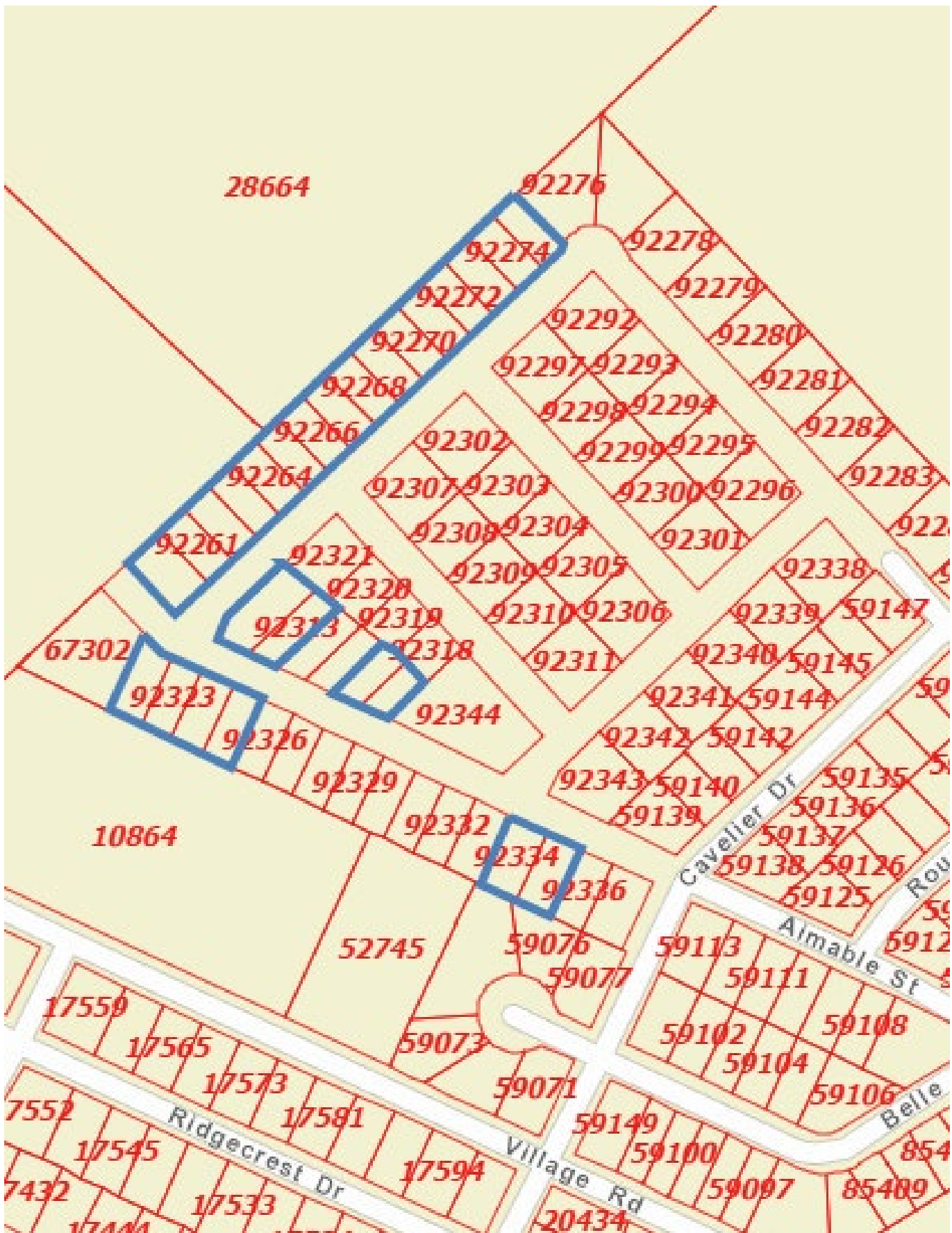
SUBJECT: Consider and discuss approval of a replat of Lots 1-16, 53-54, 57-58, 63-66 and 75-76 of the Claret Crossing Subdivision, Section 1.

Staff Recommendation: APPROVAL of the request. The request for the replat complies with the Future Land Use Plan.

Planning Board: The Planning Board recommends APPROVAL of the request.

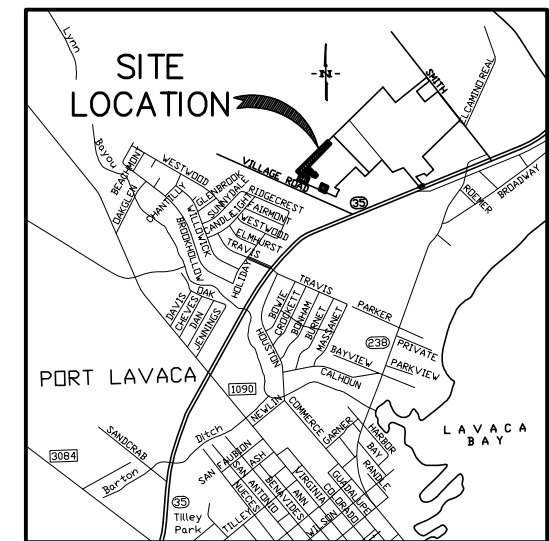
Attachments:

- Calhoun County Appraisal District Parcel Image
- Final Plat



REPLAT OF LOTS 1-16, 53-54, 57-58, 63-66
& 75-76 OF CLARET CROSSING, SECTION 1

3.46 ACRE SUBDIVISION
BEING A PART OF CLARET CROSSING, SECTION 1 (00/00 C.C.P.R.)



VICINITY MAP
NOT TO SCALE

DRAWN BY:
J.H.D.
CHECKED BY:
H.A.D.
DATE:
AR. 14, 2025
SCALE:
1" = 100'

G & W ENGINEERS, INC.

FILE NO.:
11357-001
JOB NO.:
11357-001
SHEET NO.:
1 OF 1

FINAL PLAT



I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON MARCH 12, 2025.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

I, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS REPLAT OF LOTS 1-16, 53-54, 57-58, 63-66 & 75-76 OF CLARET CROSSING, SECTION 1, TO THE CITY OF PORT LAVACA, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSE, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

REPRESENTATIVE OF ANVIL ROCK CAPITAL LLC:
JOSE GOMEZ-URQUIZA

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE GOMEZ-URQUIZA, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC, STATE OF TEXAS

PRELIMINARY, THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT

03-27-2025

RELEASE DATE

CALHOUN COUNTY APPRAISAL DISTRICT

I, HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR _____ AND ALL PRIOR YEARS.

IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (COMPTROLLER RULE 9.3040) OR PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.21 IS NOT INCLUDED IN THIS CERTIFICATE [TAX CODE SECTION 31.08 (B)].

SIGNED THIS THE _____ DAY OF _____, 2025.

BY: _____
PAUL SPAETH,
CHIEF APPRAISER

NOTES:

1. ROAD RIGHT-OF-WAYS ARE 55.00' WIDE.
2. LOTS 1-16, 53-54, 57R, 63-66 & 75-76 ARE DESIGNATED FOR RESIDENTIAL SINGLE FAMILY HOMES
3. MINIMUM FRONT BUILDING SETBACK IS 25.00 FEET
MINIMUM REAR BUILDING SETBACK IS 15.00 FEET
MINIMUM SIDE SETBACK IS 5.00 FEET,
EXCEPT FOR CORNER LOTS LOTS THAT WILL BE 25.00 FEET.

[illegible]

LEGEND

- | | |
|----------|--|
| ○ | EXISTING 5/8" IRON ROD
UNLESS NOTED |
| ⊙ | EXISTING 1/2" IRON ROD |
| ● | SET 5/8" IRON ROD WITH
PLASTIC CAP |
| C.C.D.R. | CALHOUN COUNTY DEED RECORDS |
| C.C.O.R. | CALHOUN COUNTY OFFICIAL RECORDS |
| [] | PLAT OR DEED CALL |

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

① CURVE DATA
DELTA= 23°47'39"
RADIUS= 50.00'
LONG CH.= N33°45'06"E
20.62'

COMMUNICATION

SUBJECT: Consider awarding demolition contract to Axis for Randle Street properties.
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: APRIL 14, 2025 AGENDA ITEM _____

DATE: 04.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider awarding a demolition contract to Axis for the garage apartment located at 304 Randle Street and the dwelling located at 310 Randle Street.

On March 21, 2025, staff opened bids for the garage apartment and driveway located at 304 Randle Street and the dwelling located at 310 Randle Street. These two properties were recently purchased by the city. The bids were requested separately.

The following bids were received:

Contractor	304 Randle St.	Days	310 Randle St.	Days	Total Bid
Axis Demolition, LLC	\$18,500.00	30	\$8,200.00	30	\$26,700.00
Wilson Construction	\$11,025.00	10	\$15,840.00	15	\$26,865.00

After reviewing the bids, I reached back out to the contractors and requested a quote if awarded both properties together.

The contractors provided the following adjustments:

Contractor	304 Randle St.	310 Randle St.	Total Bid
Axis Demolition, LLC	\$17,500.00	\$8,000.00	\$25,500.00
Wilson Construction	\$10,475.00	\$15,340.00	\$25,815.00

Staff Recommendation: Axis Demolition, LLC does have the lower bid by a difference of \$315.00. Therefore, staff recommends awarding the bid to be awarded to Axis Demolition, LLC.

Attachments:

- Original bid forms

City of Port Lavaca
DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 304 Randle

BID FORM

Bidding Firm: Axis Demolition LLC

Address: 6325 St Hwy 185

City, State, Zip: Victoria, TX 77905

Phone: (361) 571-4327 Email: axisdemolitionllc@gmail.com

Project: DEMOLITION AND CLEARING OF Garage Apartment at 304 Randle

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, supervision, bonds, insurance, and all other things necessary to fully demolish and remove all structures, boats, RVs and all site concrete and misc. metal, junk, debris and hazardous vegetation located on 304 Randle in Port Lavaca in compliance with the Summary of Work and applicable local, state and federal laws for the following Lump Sum price:

BID AMOUNT: Eighteen thousand Five hundred dollars and 00/100
(\$ 18,500.00)

1. If awarded this contract, the undersigned will provide proof of insurance coverage to the City of Port Lavaca prior to commencement. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

2. The undersigned BIDDER agrees to the following:

A. To perform all Work with skilled personnel experienced in demolition operations.

B. To complete the Work within 30 calendar days from the Notice to Proceed.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

4. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca in the last 5 years).

5. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this 20th day of March, 2024/5

By [Signature]
Signature

[Signature]

Title

Seal if Bidder is Corporation

DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 310 Randle

BID FORM

Bidding Firm:

Axis Demolition LLC

Address:

6325 Shady 185

City, State, Zip:

Victoria TX 77905

Phone:

(361) 571-4327

Email:

axisdemolitionllc@gmail

Project:

DEMOLITION AND CLEARING OF 310 Randle

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, supervision, bonds, insurance, and all other things necessary to fully demolish and remove all structures, boats, RVs and all site concrete and misc. metal, junk, debris and hazardous vegetation located on 310 Randle in Port Lavaca in compliance with the Summary of Work and applicable local, state and federal laws for the following Lump Sum price:

BID AMOUNT: eight thousand two hundred dollars and 00/100
 (\$ 8,200⁰⁰)

1. If awarded this contract, the undersigned will provide proof of insurance coverage to the City of Port Lavaca prior to commencement. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

2. The undersigned BIDDER agrees to the following:

A. To perform all Work with skilled personnel experienced in demolition operations.

B. To complete the Work within 30 calendar days from the Notice to Proceed.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:


A. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

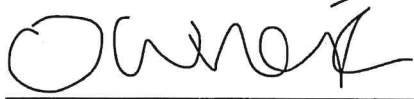
B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

4. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca in the last 5 years).

5. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this 20th day of March, 20215

By 
Signature



Title

Seal if Bidder is Corporation

DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 304 Randle

BID FORM

Bidding Firm: Wilson Const
 Address: PO Box 1511
 City, State, Zip: Port Lavaca, TX 77979
 Phone: 361-935-5741 Email: WadeW2389@gmail.com
 Project: DEMOLITION AND CLEARING OF Garage Apartment at 304 Randle

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, supervision, bonds, insurance, and all other things necessary to fully demolish and remove all structures, boats, RVs and all site concrete and misc. metal, junk, debris and hazardous vegetation located on 304 Randle in Port Lavaca in compliance with the Summary of Work and applicable local, state and federal laws for the following Lump Sum price:

BID AMOUNT: Eleven Thousand Twenty Five dollars and 01/100
 (\$ 11,025⁰⁰)

1. If awarded this contract, the undersigned will provide proof of insurance coverage to the City of Port Lavaca prior to commencement. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.
2. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled personnel experienced in demolition operations.
 - B. To complete the Work within 10 calendar days from the Notice to Proceed.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

City of Port Lavaca
DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 304 Randle

- 4. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca in the last 5 years).
- 5. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2024

By _____
Signature

Title

Seal if Bidder is Corporation

DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 310 Randle

BID FORM

Bidding Firm: Wilson Const
 Address: PO Box 1511
 City, State, Zip: Port Lavaca, TX 77979
 Phone: 361-935-5741 Email: WadeW2389@GMAIL.COM
 Project: DEMOLITION AND CLEARING OF 310 Randle

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, supervision, bonds, insurance, and all other things necessary to fully demolish and remove all structures, boats, RVs and all site concrete and misc. metal, junk, debris and hazardous vegetation located on 310 Randle in Port Lavaca in compliance with the Summary of Work and applicable local, state and federal laws for the following Lump Sum price:

BID AMOUNT: Fifteen Thousand Eight hundred^{city} dollars and 1100
 (\$ 15,840⁰⁰)

1. If awarded this contract, the undersigned will provide proof of insurance coverage to the City of Port Lavaca prior to commencement. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.
2. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled personnel experienced in demolition operations.
 - B. To complete the Work within 15 calendar days from the Notice to Proceed.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

DEMOLITION AND CLEARING OF PROPERTY IDENTIFIED AS 310 Randle

- 4. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca in the last 5 years).
- 5. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2024

By _____
Signature

Title

Seal if Bidder is Corporation

COMMUNICATION

SUBJECT: Consider request for use of City Hall on Saturday, July 12, 2025 for the purpose of hosting a Kid's Market Event during the hours of 10:00 a.m. to 2:00 p.m. Presenter is Tania French

INFORMATION:

MEETING DATE: APRIL 14, 2025

DATE: 4/9/2025

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: REQUEST FOR USE OF PORT LAVACA CITY HALL – KID’S
MARKET ON SATURDAY, JULY 12

Subject:

Consider request to use Port Lavaca City Hall on Saturday, July 12, 2025 for the purpose of hosting a Kid’s Market. Tentative hours are 10:00 a.m. to 2:00 p.m.

Background:

The Kid’s Market is a community event that aims to support and encourage youth entrepreneurship by providing young individuals a platform to sell their handmade products, crafts, and services. The event is designed to foster creativity, financial literacy, and business skills in a fun and supportive environment.

I believe City Hall is the ideal location for this market for two key reasons:

1. **Facility Size** – The City Hall space is well-suited to the market needs: not too large and not too small, offering a comfortable and manageable environment for both participants and visitors.
2. **Civic Exposure** – Hosting the market at City Hall will introduce children to a key part of our local government. This not only adds a sense of importance and legitimacy to their efforts, but also fosters early engagement with civic awareness and pride.
3. **City Support:** Hosting this event at City Hall demonstrates a city commitment to empowering and investing in the next generation of Port Lavaca’s business and community leaders.

If approved, coordination will take place with the city staff to ensure facility use aligns with City policies and procedures.

COMMUNICATION

SUBJECT: Consider approval of the Professional Engineering Services Agreement of Civil Corp for Street and Drainage Improvements in Western Heights Subdivision. Presenter is Wayne Shaffer

INFORMATION:

MEETING: April 14, 2025

DATE: 4.09.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER ENGINEERING CONTRACT FOR STREET AND DRAINAGE IMPROVEMENTS IN WESTERN HEIGHTS SUBDIVISION

Background:

As you recall, the adopted FY 2024-25 Capital Improvement Plan included street and drainage improvements to Western Heights Subdivision (Border St., Central Ave. and Warehouse from Central to George St.).

Attached is a proposed engineering contract from Civil Corp to perform the engineering and construction administration for this project. The proposed contract amount is \$207,000 as detailed on page 8.

Financial:

Available funds:

- Undesignated funds from 2024 Series Bonds: \$1,219,600
- Current undesignated interest from 2022 Series Bonds: \$ 48,500
- Current undesignated interest from 2024 Series Bonds: \$ 688,900
- 2024-25 CIP dollars for Western Heights: \$ 190,000

\$2,147,000

The project cost estimate for the stated scope (with 15% contingency and including engineering) is \$2.8M. This includes new curb and gutter, 6" lime treated sub-base, 10" limestone base, 1.5" Hot-mix, 5 ft sidewalk on one side, drainage improvements and needed 6" waterline replacement.

We continue to receive interest on the bond funds and anticipate having adequate funds by the time we are ready to award a construction contract.

Recommendation:

In accordance with the adopted 24-25 Capital Improvement Plan, staff recommends Council approve the Engineering contract between Civil Corps and the City of Port Lavaca for the Western Heights Street and Drainage Improvement Project, with an contract amount of \$207,000.

Attachment: Contract

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

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

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

PROJECT: 2025 Capital Improvement Project consisting of the design and preparation of plans, bidding, limited construction administration services, and additional services provided herein for the construction of the following proposed projects:

Western Heights Subdivision Street, Water, and Drainage Improvements

- Border St from SH 35 to George St
- Central Ave from SH 35 to Border St
- Warehouse St from Central Ave to George St

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

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

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

Western Heights Street, Water, and Drainage Improvements - \$207,000

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design Phase. ENGINEER shall:

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

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

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

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

1.2.5. Furnish one (1) copy of the above preliminary design documents and review them in person with CITY MANAGER

1.3 Final Design Phase. ENGINEER shall

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

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

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

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

1.3.5. Furnish one (1) copy of the above documents and review them in person with the CITY MANAGER.

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

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

2.1.2. Consult with CITY MANAGER as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called "Contractor") when such acceptability is required by the bidding documents.

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

2.1.4. Assist CITY MANAGER in evaluating bids and in assembling and awarding the Contract.

2.2 Construction Phase. ENGINEER shall:

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

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

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

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

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

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

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

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

2.3 General.

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

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

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

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

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

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

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

2.3.7. Preparation of property or easement descriptions.

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

2.3.9. Furnishing soil tests and borings.

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

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

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

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

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

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

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

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

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

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

Basic Services.

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

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

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

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

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

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

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

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

SECTION 4 - PAYMENTS TO ENGINEER

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

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of **\$161,000.**

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

4.1.2.1. General. Payment for Additional Services of Engineer rendered under this

contract and or referenced under paragraph 2.3.1. through 2.3.19. inclusive shall be paid for at the following rate when supported by invoices.

Standard Hourly Rate for Additional Services

Principal Engineer	\$ 242
Engineering Manager/Senior Engineer	\$ 236
Prof. Engineer	\$ 192
EIT	\$ 119
Graduate Engineer	\$ 100
Registered Surveyor	\$ 140
Design Technician	\$ 90
Senior Design Technician	\$ 122.50
CADD Operator	\$ 100
Senior Survey Technician	\$ 127
Survey Technician	\$ 103
Project Inspector	\$ 100
Clerical	\$ 96.50
Field Crew - 2 man	\$ 215
3 man	\$ 255

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

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding as provided by Section 2.1	\$ 5,000
Construction as provided by Section 2.2	\$ 20,000
Land surveys as provided by Section 2.3.6 — 2.3.7	\$
Engineering surveys as provided by Section 2.3.5	\$ 20,000
Apply for permits as provided by Section 2.3.13	\$ 1,000 (TxDOT Utility permit)

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

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

4.2. Times of Payments

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

make prompt monthly payments in response to ENGINEER'S monthly statements.

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

PERCENTAGE OF ENGINEER'S
FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 35,000
Final Design (% of Project complete up to 100%)	\$ 126,000
Total compensation for Basic Services shall be	\$ 161,000
Bidding Phase in Section 2.1	\$ 5,000
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 20,000
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 20,000
Total estimated compensation for additional services In Section 2.3.1 and 2.3.13, if requested, shall be	\$ 1,000
Total estimated compensation for additional services In Section 4.1.2.1 (reproduction and mileage), shall be	\$
Total Contract amount shall be	<u>\$ 207,000</u>

4.3. Other Provisions Concerning Payments.

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

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

for services rendered during that phase on the basis of Salary Costs times a factor of 1.5 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

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

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

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

5.2. Opinions of Cost.

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

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

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

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

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

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

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

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

6.2. Ownership of Documents.

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

6.3. Controlling Law.

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

6.4. Successors and Assigns.

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

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated

to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

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

6.5. Independent Contractor.

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

6.6. Indemnity and Insurance.

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

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

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

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

City of Port Lavaca, Texas

Jack Whitlow, Mayor

(seal)

ATTEST:

City Secretary

FORM APPROVED:

City Attorney

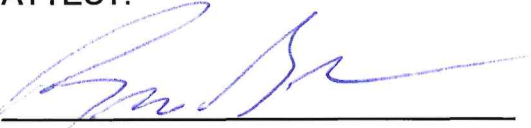
PROFESSIONAL:

CivilCorp, LLC.



Randy Janak, Vice President

ATTEST:



COMMUNICATION

SUBJECT: Consider ratifying Hazard Mitigation Grant Program application submitted on April 14, 2025 to apply for a backup generator for the Bauer for use as a Seasonal Relief Center. Presenter is Jody Weaver

INFORMATION:



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Hazard Mitigation Grant Program Application Certification

Grant Program: HMGP CFDA #: 97.039 Grant #: 4798
Applicant: Port Lavaca
Project Type: Generators Regular
Project Title: Bauer Community Center Backup Generator

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed ONLY AFTER FEMA APPROVAL is gained.

Jack Whitlow

Mayor

361-552-9793

Typed Name of Certifying Official

Title

Telephone Number

A handwritten signature in blue ink, appearing to read "Jack Whitlow", written over a horizontal line.

Signature of Certifying Official

4-14-2025

Date Signed

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4. Applicant Identifier:****5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:***** b. Employer/Taxpayer Identification Number (EIN/TIN):***** c. UEI:****d. Address:***** Street1:****Street2:***** City:****County/Parish:***** State:****Province:***** Country:***** Zip / Postal Code:****e. Organizational Unit:****Department Name:****Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:***** First Name:****Middle Name:***** Last Name:****Suffix:****Title:****Organizational Affiliation:***** Telephone Number:****Fax Number:***** Email:**

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

C: City or Township Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Agency

11. Assistance Listing Number:

Assistance Listing Title:

*** 12. Funding Opportunity Number:**

4798

* Title:

Hazard Mitigation Grant Program (HMGP) 4798 Hurricane Beryl

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Generators Regular

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

27

* b. Program/Project

27

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2025

* b. End Date:

10/01/2026

18. Estimated Funding (\$):

* a. Federal	235,567.52
* b. Applicant	78,522.51
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	314,090.03

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Jack

Middle Name:

* Last Name:

Whitlow

Suffix:

* Title:

Mayor

* Telephone Number:

361 552-9793

Fax Number:

* Email:

jwhitlow@portlavaca.org

* Signature of Authorized Representative:

* Date Signed:

4-18-2025

COMMUNICATION

SUBJECT: Consider declaring surplus miscellaneous items located on property acquired by City of Port Lavaca at 310 Randle Street, and authorize City Manager to dispose of items in a commercially reasonable manner. Presenter is Jody Weaver

INFORMATION:

COMMUNICATION

SUBJECT: Consider Resolution No. R-041425-1 to appoint a local Fair Housing Coordinator. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-041425-1

**A RESOLUTION OF THE CITY OF PORT LAVACA, CALHOUN COUNTY,
TEXAS, TO APPOINT A FAIR HOUSING COORDINATOR**

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, age, disability, familial status, or national origin, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Port Lavaca has previously proclaimed April as Fair Housing Month; and

WHEREAS, to further its commitment to the mission and intent of Congress to provide fair and equal housing opportunities for all, the City appoints the City Manager as the City's Fair Housing Coordinator and the City's Capital Projects & Grant Coordinator as the City's Alternate Fair Housing Coordinator.

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

THAT, WE, do hereby appoint the City Manager as the City's Fair Housing Coordinator and the City's Capital Projects & Grant Coordinator as the City's Alternate Fair Housing Coordinator.

PASSED AND APPROVED on this 14th day of April 2025.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

COMMUNICATION

SUBJECT: Consider Resolution No. R-041425-2 to prepare and submit a CEPRA Cycle 14 Grant application for Preliminary Design, Permitting, and Final Design Engineering for the Lighthouse Beach Restoration Project, committing \$158,000.00 General Fund dollars as 40% matching funds. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: APRIL 14, 2025

DATE: 04.09.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: GLO CEPRA CYCLE 14 Grant Application for Lighthouse Beach

Background:

As you recall, we were awarded a GLO CEPRA Cycle 13 grant in 2023 in the amount of \$105,000 combined with \$70,000 matching funds for the Lighthouse Beach Phase 1 project. The scope of this project, for which GLO was the lead partner, included performing a feasibility study and develop an engineered solution to accomplish 1) nourish the recreational beach at Lighthouse Beach Park to reduce erosion, 2) protect and enhance the wetlands, and 3) improve the performance of existing structures along with a secondary benefit to modify sediment transport pathways to prevent future erosion and resulting deposition within the boat ramp basin. Attached is a copy from the draft final report showing the alternatives studied. The full report can be downloaded at the following link:

<https://cleargov.com/texas/calhoun/city/port-lavaca/projects/16604/port-lavaca-lighthouse-beach-phase-1-cepra>

The Final Report will reflect a recommendation of Alternative 1b to protect the wetlands and Alternative 2b or 2c for the beach area. We are meeting next week to discuss the pros and cons of each option. The combined cost estimate is \$2.95M and \$2.76M respectively.

CEPRA is a GLO grant program (Coastal Erosion Planning and Response Act) that accepts applications every other year. This year's application is due on May 1. With the completion of the Phase 1 study and recommendation phase, we would like to apply for the next phase which would include Preliminary Engineering, Permitting, and Final Design (95%) Engineering. If successful, we would again partner with the GLO who would perform as lead partner. The proposed cost for this phase is \$395,000. The City would be responsible for 40% as matching funds. This means we would need to include \$158,000 in next year's budget for these matching funds. If we are awarded the grant, we would need to pay the matching funds in the spring of 2026.

If approved, the hope would be that this Cycle 14 project for the engineering and permitting would be complete in order to consider an application in 2027 for construction funding. Of course, this timing will depend a lot on how long it takes to receive the COE permit. (We can't apply for construction funding until we have that in hand). We also intend to apply to have this project included in the 2027 GLO Coastal Resiliency Master Plan, which will open us up to more construction funding for our match amount.

Budgetary Impact:

If awarded, we will need to include \$158,000 in the Lighthouse Beach budget for FY 2025-26. If there is another opportunity this year to apply for Matagorda Bay Mitigation Trust funding, we could apply for this match amount.

Recommendation:

Staff recommends City Council approve Resolution R-041425-2 to approve and support the submission of a CEPRA Cycle 14 grant application and commit \$158,000 of local match dollars.



Alternative 1a

Alternative 1b

Figure 28. Proposed alternatives for the marsh section.

For the beach shoreline, three alternatives were developed, referred to as Alternatives 2a, 2b, and 2c. All alternatives include beach nourishment along Lighthouse Beach with the geometry described in Section 4.1.1. Alternative 2a includes the small beach nourishment template along the entirety of the shoreline. Alternative 2b includes the small beach nourishment template on the north side of Lighthouse beach and the large beach nourishment template on the south side of Lighthouse Beach. Alternative 2b also includes the addition and/or modification of coastal structures to create a pocket beach. The structures would include a new groin structure on the southern end of Lighthouse Beach measuring 425 ft and an extension of the existing northern groin structure by 250 ft, resulting in a total structure length of 415 ft. Alternative 2c includes the same beach nourishment template as Alternative 2a and the addition of three offshore breakwaters along the -1 ft NAVD88 contour. The breakwater structures have a length of 175 ft and gaps of 100 ft. Figure 29 shows alternatives 2a, 2b, and 2c. Alternative 1b is shown with all alternatives for the marsh section.



Alternative 2a

Alternative 2b

Alternative 2c

Figure 29. Proposed alternatives for the beach section. The green hatch shows the existing estuarine wetlands delineated during the habitat survey (Section 2.6).

5.4 Construction Costs

An Engineer's Estimate of Probable Costs (EOPC) were prepared for each conceptual alternative based on market pricing for projects in the surrounding area, input from contractors, and engineering judgement. Marsh alternatives (Alternative 1a and 1b) and beach alternatives (Alternatives 2a, 2b, and 2c) were evaluated independently and then combined to calculate the costs for the full project. Table 8 summarizes the estimated construction costs for each combination of alternatives.

Table 8. Summary of construction costs for each combination of alternatives.

Alternative Combination	Construction Cost
Alternative 1a + 2a	\$832,452
Alternative 1a + 2b	\$2,502,278
Alternative 1a + 2c	\$2,313,282
Alternative 1b + 2a	\$1,279,500
Alternative 1b + 2b	\$2,949,326
Alternative 1b + 2c	\$2,760,330

The cost estimates for each alternative were broken down and are shown in Table 9. The materials, equipment, and labor needed to construct each item was determined based on the best available data. The cost for the material, transport to site, offloading, and placement were all included in the price for each item. The following assumptions were used to develop the cost estimates for the project:

- The mobilization and demobilization were estimated as 20% of the total construction cost.
- The costs for Best Management Practices (which includes turbidity control and similar environmental protection measures) and Construction surveying were determined based on engineering judgement and the prices received for similar projects in the area, adjusted for inflation.
- The costs for the marsh fill assumed that the material could be sourced locally from the adjacent boat ramp basin and/or the dredge material placement (DMPA) located adjacent to the boat ramp basin.
- The costs for the Artificial Reef Units were determined independently for two (2) types of units including Oyster Breaks and Natrx Exoforms. The unit price per Artificial Reef Units was determined based on the maximum unit price of the two (2) units. Wave Attenuation Devices (WADs) were excluded because the geometry is not feasible for the shallow conditions at the project site.
- The costs for the geotextile material was determined based on bids received for similar projects in the area, adjusted for inflation.
- The cost for the stone, including armor stone and bedding stone, were determined based on input from contractors for similar projects in the area, adjusted for inflation.
- Repairs for the existing groins were included for both groins for Alternative 2c, for the north groin only for Alternative 2b, and neither of the two groins for Alternative 2a. Repairs assume two layers of Armor stone will be added to the existing groins.
- The costs for beach fill assumed that the material was sourced from Vulcan Materials. Vulcan Materials has a high quantity of readily available manufactured beach quality sand and is located in Victoria, Texas.
- A 20% contingency was incorporated into the estimated costs to account for the conceptual level design, variation in unit prices, and other uncertainties.

Table 9. Conceptual Cost Estimates.

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Alternative 1a					
1.1	Mobilization and Demobilization	1	LS	\$51,000	\$51,000
1.2	Best Management Practices	1	LS	\$8,000	\$8,000
1.3	Construction Surveying	1	LS	\$50,000	\$50,000
1.4	Marsh Fill - Local Dredged Fill	3,000	CY	\$65	\$194,840
Alternative 1a Subtotal					\$303,840
20% Contingency					\$60,768
Alternative 1a Total					\$364,608

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Alternative 1b					
1.1	Mobilization and Demobilization	1	LS	\$113,000	\$113,000
1.2	Best Management Practices	1	LS	\$17,000	\$17,000
1.3	Construction Surveying	1	LS	\$50,000	\$50,000
1.4	Marsh Fill - Local Dredged Fill	3,000	CY	\$65	\$194,840
1.5	Breakwater Unit	235	EA	\$1,120	\$263,200
1.6	Breakwater Geocomposite	426	SY	\$90	\$38,340
Alternative 1b Subtotal					\$676,380
20% Contingency					\$135,276
Alternative 1b Total					\$811,656

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Alternative 2a					
1.1	Mobilization and Demobilization	1	LS	\$65,000	\$65,000
1.2	Best Management Practices	1	LS	\$10,000	\$10,000
1.3	Construction Surveying	1	LS	\$50,000	\$50,000
1.4	Beach Fill - Upland Sand Fill	5,000	CY	\$53	\$264,870
Alternative 2a Subtotal					\$389,870
20% Contingency					\$77,974
Alternative 2a Total					\$467,844

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Alternative 2b					
1.1	Mobilization and Demobilization	1	LS	\$336,000	\$336,000
1.2	Best Management Practices	1	LS	\$49,000	\$49,000
1.3	Construction Surveying	1	LS	\$50,000	\$50,000
1.4	Beach Fill - Upland Sand Fill	8,000	CY	\$53	\$423,792
1.5	Armor Stone - Groin Repairs	642	TON	\$225	\$144,450
1.6	Bedding Stone - Breakwaters	1,110	TON	\$225	\$249,750
1.7	Armor Stone - Breakwaters	2,120	TON	\$225	\$477,000
1.8	Geotextile - Breakwaters	3,180	SY	\$30	\$95,400
Alternative 2b Subtotal					\$1,781,392
20% Contingency					\$356,278
Alternative 2b Total					\$2,137,670

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Alternative 2c					
1.1	Mobilization and Demobilization	1	LS	\$257,000	\$257,000
1.2	Best Management Practices	1	LS	\$38,000	\$38,000
1.3	Construction Surveying	1	LS	\$50,000	\$50,000
1.4	Beach Fill - Upland Sand Fill	5,000	CY	\$53	\$264,870
1.5	Armor Stone - Groin Repairs	1,283	TON	\$225	\$288,675
1.6	Bedding Stone - New Groins	920	TON	\$225	\$207,000
1.7	Armor Stone - New Groins	1,890	TON	\$225	\$425,250
1.8	Geotextile - New Groins	2,570	SY	\$30	\$77,100
Alternative 2c Subtotal					\$1,623,895
20% Contingency					\$324,779
Alternative 2c Total					\$1,948,674

RESOLUTION NO. R-041425-2

A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS TO PREPARE AND SUBMIT GRANT APPLICATIONS TO THE TEXAS GENERAL LAND OFFICE (GLO) COASTAL EROSION PLANNING & RESPONSE ACT (CEPRA) CYCLE 14 AND COMMITMENT OF PUBLIC FUNDS AS REQUIRED FOR MATCH FOR THE FOLLOWING PROJECT: LIGHTHOUSE BEACH RESTORATION.

WHEREAS, the City of Port Lavaca is a coastal community sitting on the shores of Lavaca Bay, a northwestern extension of the Matagorda Bay ecosystem and is committed to the long-term protection and enhancement of our coastal and natural resources; and

WHEREAS, the Texas General Land Office (GLO) administers the Coastal Erosion Planning Response Act (CEPRA) Program in Texas to provide state legislature appropriated grant funds to worthy coastal jurisdictions through the review of submitted project goal summary applications and subsequent award of project grant funds; and

WHEREAS, Lighthouse Beach is a City park constructed in the 1990's which is located northwest of downtown Port Lavaca on the western shoreline of Lavaca Bay that has experienced significant erosion of both the beach and the adjacent marsh and

WHEREAS, the City of Port Lavaca received GLO CEPRA Cycle 13 funding to perform a feasibility study and develop an engineered solution to accomplish the following: 1) nourish the recreational beach to reduce erosion, 2) protect and enhance the wetlands, 3) improve the performance of existing structures, along with a secondary benefit to modify sediment transport pathways to prevent future erosion and resulting deposition within the boat ramp basin; and

WHEREAS, the feasibility study scored favorably a project that includes a 765 LF artificial reef breakwater to protect the marsh from future erosion and three 175 ft long offshore breakwaters to protect the beach area; and

WHEREAS, in recognition of the critical importance of Port Lavaca's coastal natural resources to all residents and visitors to the Texas coast, the potential availability to leverage local dollars with State and Federal funds, the societal benefits to current and future generations of Texans, the City of Port Lavaca City Council considers it fitting and proper to commit local dollars as required match funds toward for the implementation of these critical shoreline protection projects and provide public access to the same.

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

THAT, the City Council hereby approves and supports the submission of one (1) CEPRA Cycle 14 grant application to solicit funding for the following essential project and hereby also commits to establish and maintain public access to said shorelines:

- 1) Lighthouse Beach Restoration Project Preliminary Design, Permitting, and Final (95%) Design Engineering, with a commitment of \$158,000.00 of local match dollars.
- 2) The City Manager is hereby authorized to execute any and all applications and contract forms as necessary, dedicate/secure the required cash match, and coordinate staff's efforts to submit the approved Project Goal Summary grant applications to the General Land Office.

PASSED AND APPROVED on this 14th day of April 2025.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

COMMUNICATION

SUBJECT: Consider Resolution No. R-041425-3 recognizing the Cottages on Independence alignment with the City's Community Revitalization goals and support of the project. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-041425-3

COTTAGES ON INDEPENDENCE

WHEREAS, the City of Port Lavaca recognizes the critical importance of revitalizing our community and improving the quality of life for our residents; and

WHEREAS, the City has adopted a Comprehensive Plan which outlines strategies for addressing key challenges and achieving long-term growth and sustainability; and

WHEREAS, the proposed housing project “Cottages on Independence”, situated at _____ Independence Drive in the City of Port Lavaca, is a key component of the City’s revitalization plan and will provide quality affordable housing in Port Lavaca.

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

THAT, the City Council of Port Lavaca recognizes the importance of the “Cottages on Independence” project and its alignment with the City’s community revitalization goals and hereby expressly supports the Federal Home Bank of Dallas application and looks forward to the successful completion of the project.

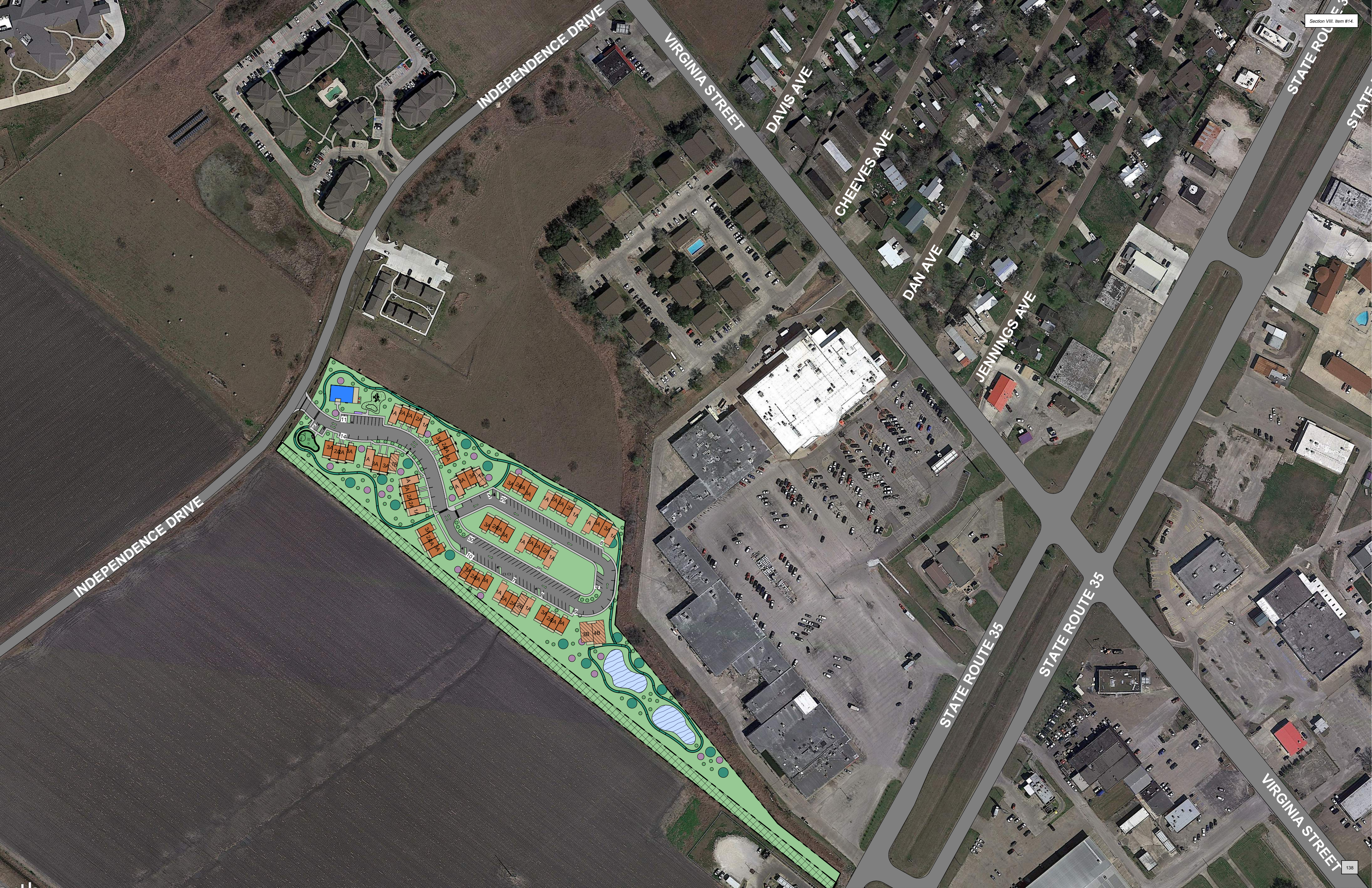
BE IT FURTHER RESOLVED that the City Council encourages all stakeholders, including developers, community members, and city staff, to work collaboratively to ensure that the project delivers on its promise of revitalizing our community and improving the quality of life for all residents.

PASSED AND APPROVED on this 14th day of April 2025.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor



INDEPENDENCE DRIVE

VIRGINIA STREET

DAVIS AVE

CHEEVES AVE

DAN AVE

JENNINGS AVE

STATE ROUTE 35

STATE ROUTE 35

INDEPENDENCE DRIVE

STATE ROUTE 35

STATE ROUTE 35

VIRGINIA STREET

COMMUNICATION

SUBJECT: Consider Resolution No. R-041425-4 approving the Municipal Maintenance Agreement between the Texas Department of Transportation (TxDOT) and the City of Port Lavaca, Calhoun County, Texas. Presenter is Jody Weaver

INFORMATION:



403 Huck St | Yoakum, Texas 77995
361.463.4300
txdot.gov

Section VIII. Item #15.

February 6, 2025

Honorable Jack Whitlow
Mayor of Port Lavaca
202 North Virginia
Port Lavaca, TX 77979

RE: Municipal Maintenance Agreement

Dear Mayor Whitlow:

It has been several years since Municipal Maintenance Agreements (MMA) were executed between the cities in the Yoakum District and the Texas Department of Transportation. Due to some slight revisions in City and State requirements, this office is attempting to update all these Agreements within our District.

In addition to the signed Agreement, we will also need a Resolution or Ordinance which authorizes the city to enter into this Agreement. Attached is a copy of the MMA which outlines the responsibilities of both the State and City in their mutual efforts to maintain a safe and satisfactory highway system within the corporate city limits. These are for you and the city council to review, discuss and execute.

Should any questions arise concerning these documents, we would be pleased to meet with you and discuss them.

There is also an attachment which depicts the non-controlled access roadways, Exhibit A, as described in the Agreement.

This is a revision of the previous Agreement executed by the City and State and will replace that Agreement.

After enactment by the City, please return the signed Agreement and Resolution/Ordinance by replying to this email, or by mailing it to Julie Wegmiller, Texas Department of Transportation, 403 Huck St, Yoakum, TX 77995. Once the MMA is fully executed, a copy will be emailed or mailed to the City, according to how the original documents were first received.

If you need additional information, you may contact me at (361) 293-4392 or Julie Wegmiller at (361) 293-4326.

Sincerely,

Mark E. Netardus, P.E.

Mark Netardus, P.E.
District Maintenance Engineer

Cc: Maintenance Supervisor

RESOLUTION NO. R-041425-4

**A RESOLUTION APPROVING THE MUNICIPAL MAINTENANCE
AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF PORT
LAVACA, CALHOUN COUNTY, TEXAS**

WHEREAS, an Agreement is made between the State of Texas and the City of Port Lavaca, Calhoun County, Texas; and

WHEREAS, this agreement is for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Port Lavaca; and

WHEREAS, providing for the execution of said agreement and declaring an emergency; and

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

SECTION 1. THAT, the Mayor is hereby authorized to execute said agreement on behalf of the City of Port Lavaca, Calhoun County, Texas, and to transmit the same to the State of Texas for appropriate action.

PASSED AND APPROVED on this 14th day of April 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____, 2025, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Port Lavaca _____ (population _____ 11,557 _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A.**
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B.**
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
- A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
- B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Port Lavaca

State of Texas

Signature

TxDOT District Engineer

Jack Whitlow

Name

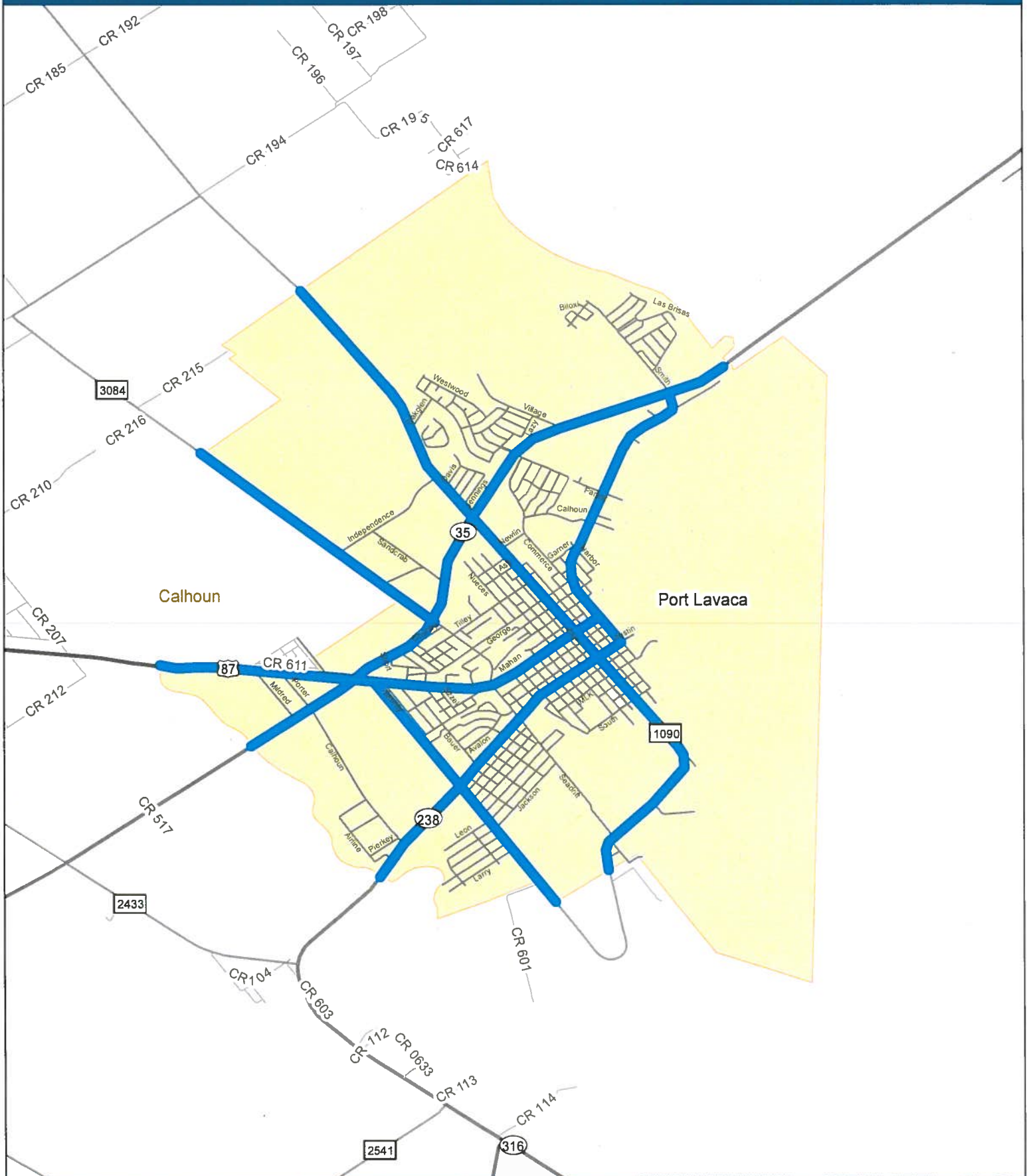
Name

Mayor

Title

Date

Date



0 0.45 0.9
Miles

Texas Department of Transportation
YKM District
Tuesday, January 28, 2014

Copyright 2013
Texas Department of Transportation
Notice
This map was produced for internal use
with the Texas Department of Transportation.
Accuracy is limited to the validity of available
data as of December 31, 2013.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-1-25) 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 Brittney Hogan

INFORMATION:

ORDINANCE NO. S-1-25**AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS FOR AMENDMENT(S) TO THE BASE ORDINANCE NO. 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**

WHEREAS, the City of Port Lavaca's current 2024-2025 Annual Budget was passed and approved by Base Ordinance No. S-2-24 on September 16, 2024; and

WHEREAS, department specific equipment, projects, and staffing are each an integral part of the annual budget and efficient and productive operations for the City as a whole; and

WHEREAS, staff recommends the various changes and amendments to the original budget to meet the challenges that serve a municipal purpose and have arisen since the original budget adoption, as authorized by Local Government Code Section 102.010; and

WHEREAS, the City Council has determined that this budget amendment is necessary and proper, serves a municipal purpose and will help the City better protect the health, safety and welfare of the general public.

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

SECTION 1: The City Council of the City of Port Lavaca, Texas does hereby approve an amended budget for the City of Port Lavaca General Fund for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, as set forth in the attached Exhibit A Budget Amendment.

SECTION 2: That all other portions of the original adopted budget shall remain as adopted.

SECTION 3: Severability. Should any section, subsection or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the Ordinance as a whole or any other remaining portions of this Ordinance.

SECTION 4: Repeal. This Ordinance shall be cumulative of all provisions of ordinances of the City of Port Lavaca, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5: Effective Date. This ordinance shall take effect from and after the earliest date provided by law following its adoption and publication as provided by law.

FIRST READING this 10th day of March, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of April, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of April, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Aye		
Councilman Burke	Aye		

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

Request For Approval of Budgetary Amendment Fiscal Year 2024-2025

Amendment # GF-002

FUND: GENERAL -001

Unreserved Fund Balance	\$ 3,563,345
Net Increase/(Decrease) this Request	(130,126)
Amended Unreserved Fund Balance	\$ 3,433,219

Date Requested: 12/9/2024

Account No.					Original Budget	Increase/ (Decrease)	Amended Budget	Reason
Fund	Dept.	Line-item	DEPT	---- Description ----				
001	50020	562.01	CITY MANAGER	CE- LAND & IMPROVEMENTS	-	130,126	\$ 130,126	PROPERTY PURCHASE 310 RANDLE ST.
NET INCREASE/(DECREASE) TO UNRESERVED FUND BALANCE						(130,126)		

COUNCIL: YES X NO

COUNCIL: YES X NO

City Manager _____

Director of Finance

Entered: _____

Initials: _____

Date: _____

Exhibit A to Ordinance No. S-1-25
Budget Amendment GF-002
mos\Ordinances\2025 Ordinances
Passed and adopted 04-14-25
Recorded Vol. 3-I, Page

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-1-25) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 32 Parks and Recreation; Bauer Community Center Rental Rates; and providing an effective date.
Presenter is Jody Weaver

INFORMATION:

MEETING: April 14, 2025

DATE: 4.09.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Amendments to Appendix A – Rates and Fees Ch. 32 Parks and Rec plus Bauer Community Center

Changes that have been made to the proposed Amendment to Appendix A since the 1st reading are:

- The proposed change to the Annual pass cost has been eliminated so the Annual Pass cost remains at \$25.00/year, as directed by Council at the 1st reading.
- The daily rental rate to display advertisement on the Bauer Marque is proposed for increase from \$20.00/day to \$25.00/day. In light of the new digital signage at the Bauer, this nominal increase was a recommendation from staff that got overlooked in the first reading.
- All other language and rates are unchanged from the 1st reading.

ORDINANCE #G-1-25

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

- Chapter 32: Parks and Recreation
 - Sec. 32-71 (e) Lighthouse Beach and RV Park
 - Hill Sites – Maximum Monthly Stay
 - Sec. 32-71 (d) Annual Day Pass
 - Dump Station (Delete)
 - Pavilion Rentals per Day
 - (Bayfront Peninsula Pavilion Area 1)
 - (Bayfront Peninsula Pavilion Area 3)
 - Pavilion Deposits per Event
 - Lighthouse Beach Pavilion)
 - (Bayfront Peninsula Pavilion Area 3)
 - Bauer Community Center Rental Rates
 - Violation of No-Fog/Smoke-Machine Policy
 - Violation of No-Open-Flame/Sparkler/Firework Policy
 - Marquee Advertising

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10th day of March, 2025.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of April, 2025.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of April, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippet	Nay		
Councilwoman Padron	Absent		
Councilman Ward	Aye		
Councilman Burke	Aye		

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

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

Section VIII. Item #17.

EXHIBIT A

CHAPTER 32 – PARKS AND RECREATION

Section No.	Subject	Fee Amount
	<i>Hill sites:</i>	
	<i>Daily rates:</i>	\$70.00
	<i>Weekly rates:</i>	\$375.00
	<i>Monthly Rate:</i>	\$650.00
	Maximum Monthly Stay	3 months 6 months
	<i>Waterfront Sites:</i>	
	<i>Daily rates:</i>	\$75.00
	<i>Weekly rates:</i>	\$380.00
	Maximum Weekly Stay	2 weeks
	<i>Lighthouse Beach and RV Park other fees:</i>	
	<i>Tent sites Daily Rates</i>	\$25.00
	<i>Miscellaneous rates:</i>	
32-71(e)	Annual day pass	\$25.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day pass bus non-school	\$45.00
	Dump station	\$40.00
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20-day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	\$150.00 \$200.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
	<i>Pavilion deposits: per event</i>	
	Lighthouse Beach Pavilion	\$150.00
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)

(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; [Ord. No. G-5-24](#), art. II (Exh. A), 6-10-2024)

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

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

Section VIII. Item #17.

BAUER COMMUNITY CENTER RENTAL RATES

Subject	Fee Amount	
Building Rental Rates and Deposits		
	Rental Fee	Deposit
Entire Building		
Weekend Rate — Single Day Fri, Sat, or Sun	\$1,250.00	\$1,000.00
Weekend Rate — Two Day Fri—Sat, or Sat—Sun	\$2,000.00	\$1,000.00
Weekend Rate — Three Day Fri—Sun	\$2,500.00	\$1,000.00
Weekday Rate — Single Day Mon—Thurs	\$750.00	\$750.00
Weekday Rate — Single Day for Non-Profits Mon—Thurs	\$600.00	\$600.00
Weekday Rate — Multiple Days Mon—Thurs	\$600.00	\$600.00
Side Rooms		
Daily Rate		
Room 1	\$200.00	\$200.00
Room 2	\$200.00	\$200.00
Room 1 and Room 2 combo	\$300.00	\$300.00
Catering Kitchen	\$200.00	\$200.00
Violation of No Glass Beer Bottle Policy		\$300.00 deducted from deposit
Violation of No Food/Grease disposal in sink		\$300.00 deducted from deposit
Violation of No Fog/Smoke Machine Policy		Forfeiture of full Deposit
Violation of No Open Flame/Sparkler/Firework Policy		Forfeiture of full Deposit
Luncheon Rate		
90 minutes (including setup)	Not to exceed 50 people	
Room 1	\$25.00	\$100.00
Repeat Rentals	(12 times per year)	10% off regular rental fees

Exhibit A to Ordinance G-1-25
Amend Appendix A Base Fee Ordinance
mos/Ordinances\2025 Ordinances
Passed and Adopted 04-14-25
Recorded Vol. 3-I, Page

Page 2 of 3

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

Section VIII. Item #17.

BAUER COMMUNITY CENTER RENTAL RATES (Cont.)

Subject	Fee Amount	
Conference Room		
Mon — Fri 8 a.m. — 5 p.m.	\$25.00 per 4 hours	Holds 12— 15 people
Accessory Item Fees		
Portable Staging (10 sections)	\$25.00 per each 4×8 section	
Marquee Advertising	\$20.00 - \$25.00 per day	
Audio System/Microphones		\$500.00 Deposit
Piano Rental	\$100.00	
Projector Screen	No Charge	
Setup/Teardown Time		
Day Prior of Event (Rehearsal/Decorating Fee)	\$500.00	
Storage Fee		
Assessed for materials and/or equipment remaining on premises after lease terminates	\$50.00 per day	
Late Hours Extension Fee		
Assessed for use beyond contracted one-hour grace period	\$100.00 per one-quarter hour	
Late Payment Fee		
Past due accounts of 30 days	\$25.00	

(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-2-17](#), art. II, 9-11-2017; Ord. No. [G-3-19](#), art. II, 4-8-2019; [G-7-23](#), art. II (Exh. A), 9-11-2023)

End of Exhibit A

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-2-25) of the City of Port Lavaca amending the ordinance Codified and Described in the City of Port Lavaca's Code of Ordinances as Chapter 50 – Utilities, Article II. - Water, Division 2. – Water Service, Sec. 50-46 – Leak on Customer's side of meter; Providing for purpose of Ordinance; Providing penalties for violations; Providing for severability; Providing a repealing clause; and Providing an effective date. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: APRIL 14, 2025

DATE: 03/17/2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: AMENDMENT TO ORDINANCE FOR ADDING A HIDDEN WATER LEAK POLICY

Background:

The City currently has no policy in place to adjust a customer's bill for "hidden water leaks", which are leaks that are not visible or easily detectable. A typical example of a hidden leak is a slow leak under a concrete slab. By definition, hidden leaks are difficult to find and typically require a lot of investigation. The City recognizes that such leaks, once found may be costly for the homeowner to repair on top of having to pay a very high-water bill. The Finance Committee has considered this and recommended that staff propose a policy to provide some level of relief for our water customers that receive a high-water bill as a result of a truly hidden water leak. Such relief would require documentation that the leak has been fully repaired. Providing such incentives to repair water leaks promptly will reduce our overall water demand, which greatly assists in the City's goal of water conservation and drought management in addition to providing the customer with a form of relief.

The proposed policy allows a customer to request an adjustment to their account if they experience a water leak when there is no visible evidence of a leak underground, behind walls, or under a concrete slab or pavement.

The proposed policy as written provides an adjustment of 100% of what is calculated as the leak volume. Staff has found that 50% is the amount utilized by most Cities that have such a policy. It's worth noting that with the new DropCountr tool available and the commitment from Mueller that any downtime on our communication with meters should be limited to days not months, hidden leaks should not go unnoticed for an extended period of time.

Budgetary Impact:

Any water leak adjustments made within FY 2024-2025 will be used with the budgeted funds from the contingency line item in the Public Utility Fund. In future budget years the proposal is to set aside a dedicated line item in the budget specifically for these adjustments in the Public Utility Fund.

Recommendation:

Staff recommends City Council approve the amendment to the ordinance adding a policy for hidden water leak adjustments.

ORDINANCE NO. G-2-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS CHAPTER 50 – UTILITIES, ARTICLE II. - WATER, DIVISION 2. – WATER SERVICE, SEC. 50-46 – LEAK ON CUSTOMER'S SIDE OF METER; PROVIDING FOR PURPOSE OF ORDINANCE; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 26 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

SECTION 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

SECTION 3. Penalties

Penalties are provided for in the attached Exhibit A and all fees are to be listed in Appendix A of the City of Port Lavaca Code of Ordinances.

SECTION 4. Ordinances in Conflict

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

SECTION 5. Effective Date

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10th day of March, 2025.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of April, 2025.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of April, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippet	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Aye		
Councilman Burke	Aye		

Amends Ordinance G-4-08

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

EXHIBIT A

CHAPTER 50 – UTILITIES; ARTICLE II. – WATER; DIVISION 2. WATER SERVICE

Sec. 50-46. ~~Leak on customer's side of meter.~~ Leaks & Leak Adjustments

(A) Responsibility for water leakage:

The contract between the customer and the city is for the delivery of water to the customer's side of the meter and the customer will be billed for and held responsible for water delivered through the meter. The city shall not be responsible for the loss of water or damage to property by reason of leaks in pipes or plumbing on the customer's side of the meter; and if the water so delivered and billed by the city is not paid for in accordance with the rates provided in appendix A to this Code when it becomes due, service shall be discontinued by the city water department and not turned on again until all fees and penalties are paid. In accordance with the City's Water Leak adjustment policy, customers may make a written request for an adjustment due to a Hidden Water Leak as defined in the policy by completing the request form and submitting it to the Utility Billing department. All requests are subject to City Manager or designees' approval.

(B) Water Leak Adjustment Policy:

- 1) Customers who have experienced water loss due to a HIDDEN WATER LEAK may request an adjustment to their account. A Hidden Water Leak is defined as a water leak where **there is no visible evidence of a leak**, which is found to exist on the private side of the meter in the following circumstances:
 - a. Underground
 - b. Behind walls
 - c. In or under a concrete slab or pavement
- 2) The adjustment must be received in writing with proof of repairs (plumbing invoices or receipt of plumbing supplies) and the daily water meter readings must show that the leak no longer exists. The request for this adjustment must be made within 3 months of the repair date.
- 3) The adjustment will be made at one hundred percent (100%) of the calculated Leak volume. The leak volume shall be calculated by subtracting the average metered water use from the total metered water use during the leak period. The average metered water use shall be determined by averaging the metered water use over the six months prior to the leak period, with consideration of prior years' usage during the same months, as applicable to account for seasonal water use.
- 4) Current water rates will be used to determine the amount to be adjusted to the customer's account.

- 5) The adjustment is available only as a credit to the customer's account. Accounts receiving a leak adjustment are ineligible for another water leak adjustment for the next 12 months.
- 6) An account may not qualify for a water leak adjustment if during the high-water volume period the customer:
 - a. Failed to provide documentation that a leak was repaired,
 - b. Filled a swimming pool,
 - c. Established new landscape (New sod, new trees, shrubs, etc.), or
 - d. Received a water leak adjustment in the previous 12 months.

(Ord. No. G-4-08 , § 9, 9-9-2008)

END OF EXHIBIT A



CITY OF
PORT LAVACA

202 N. Virginia, Port Lavaca, Texas 77979
Main Number: 361-552-9793

www.portlavaca.org
Main Facsimile: 361-552-6062

For Internal Use Only:
Received By:
Received Date:
Signature of Approver:

Section VIII. Item #18.

Request for Water Credit due to Hidden Leak

Customer Information

Name: _____ ☐ Residential ☐ Commercial

Service Address: _____

Email Address: _____ Phone Number: _____

Account Number: _____

Type of Leak

☐ Underground Date Leak Found: _____

☐ Behind a Wall Date Leak Fixed: _____

☐ In the Slab

Supporting Documentation

Describe the location and discovery of the leak (Attach photos of the leak if applicable):

What recourse was taken to repair the leak? (Provide copy of receipt for repairs, plumbing invoice, etc.):

Certification

I certify that the above information contained in and associated with this request is, to the best of my knowledge, correct and represents a complete and accurate statement. By signing below, I agree to allow the City of Port Lavaca staff or inspector on site to review and verify the above information (as needed). *I acknowledge that the City will not process my request until all necessary documentation and information is submitted.*

(Signature)

(Printed Name)

(Date)

COMMUNICATION

SUBJECT: Consider adoption of Title VI Nondiscrimination Plan. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA
TITLE VI/ NONDISCRIMINATION PLAN



Title VI/ Nondiscrimination Contact Information:

City of Port Lavaca

Rachel Garza

Title VI/ Nondiscrimination Coordinator

202 N. Virginia, TX 77979

Phone: (361)552-9793 ext.: 221

Email: rgarza@portlavaca.org

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1.0 INTRODUCTION

1.1 Title VI Nondiscrimination Policy

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event, that the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

Specific Forms of Discrimination Prohibited

The City of Port Lavaca’s efforts to prevent discrimination include, but are not limited to prohibiting:

1. The denial of services, financial aid, or other benefits provided under a program.
2. Provide any service, financial aid, or other benefits to a person that is different or is provided in a different manner from that provided to others under the program.
3. Subject a person to segregation or separate treatment.
4. Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program.
5. Treat a person differently from others in determining whether he satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or conditions that persons must meet in order to be provided any service, financial aid, or other benefit provided under the program.
6. Deny a person an opportunity to participate in the program through the provision of services or otherwise or afford them an opportunity to do so which is different from that afforded others under the program; or
7. Discriminate in site or location selection of facilities

The Primary Goals and Objectives of the Title VI Nondiscrimination Plan

The City must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving service, financial aid, or other benefits under its programs or projects because of race, color, national origin, sex, age, or disability. Therefore, the primary goals and objectives of the City of Port Lavaca's Title VI Nondiscrimination Plan are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives.
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, sex, age, or disability.
3. To prevent discrimination in City programs and activities, whether those programs and activities are federally funded or not.
4. To establish procedures for identifying the impact of any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, sex, age, or disability.
5. To establish procedures to annually review Title VI compliance of specific program areas within the City.
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City-provided service, project, program, or activity.

As the recipient of Federal transportation funds, the City must comply with Federal and State laws and related statutes to ensure equal access to all persons concerning its programs and activities without regard to race, color, national origin, sex, age, or disability. Every effort will be made to prevent discrimination in any City-sponsored program or activities, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City's Title VI Plan also establishes procedures to make sure that the City's contractors and sub-recipients adhere to Federal and State laws and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a recipient receiving Federal funds in certain programs and activities, shall monitor its sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good-faith effort to ensure that the sub-recipient corrects any such deficiencies.

1.2 Federal Financial Assistance

Title VI states that no program or activity receiving "Federal financial assistance" shall discriminate against individuals based on their race, color, or national origin. Federal financial assistance may include grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

1.3 Authorities

The authorities applicable to the City of Port Lavaca's Title VI program are included below:

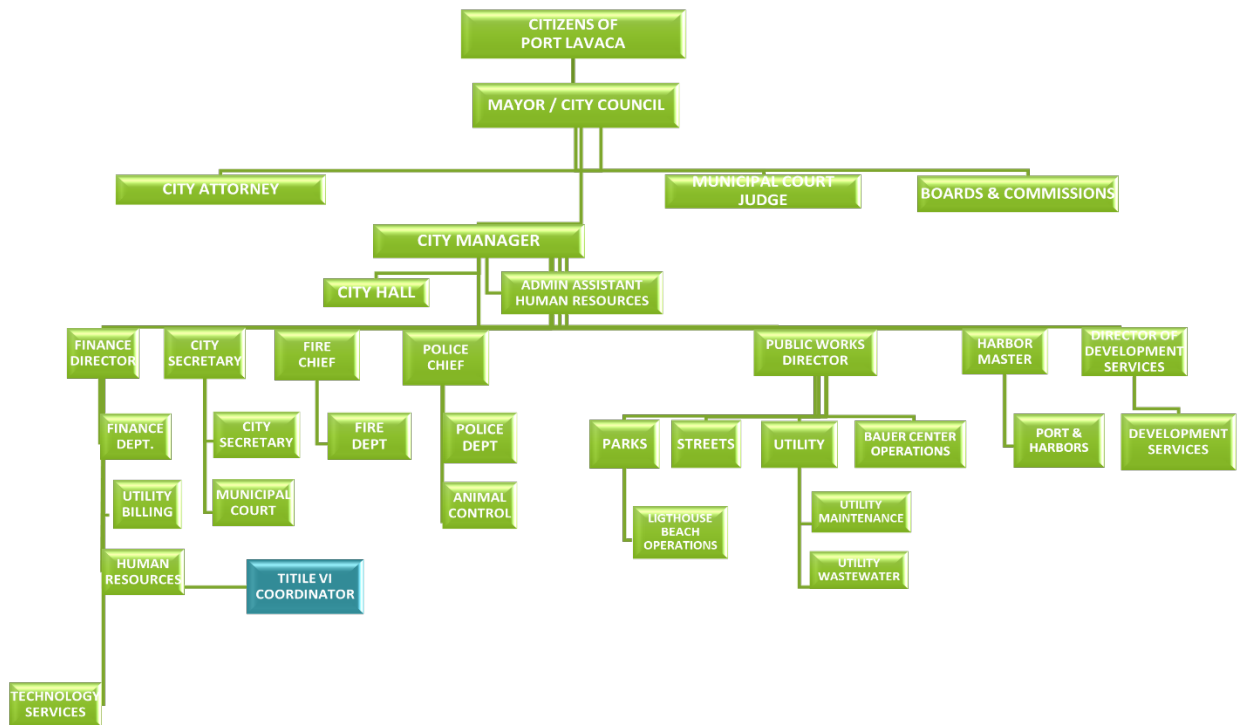
- **Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d)** provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance."
- **The Civil Rights Restoration Act of 1987** restored the intent of Title VI and the broad, institution-wide scope and coverage of non-discrimination statutes to include all programs and activities of federal-aid recipients, sub-recipients, and contractors, whether those programs and activities are federally funded or not.
- **Federal Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)** provides that no person shall, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- **Uniform Act of 1970(42 U.S.C. 4601)**, which prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federally assisted programs or activities.
- **Section 504 of the Rehabilitation Act of 1973**, which prohibits discrimination based on a handicap/ disability.
- **49 CFR Part 21 U.S Department of Transportation (U.S. DOT) Regulations** for the Implementation of Title VI – requires assurances from states that non-discrimination under any program or activity for which the recipient receives federal assistance from the U. S. DOT, including the Federal Highway Administration (FHWA) will be prevented.
- **28 CFR 50.3 Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964**
- **The Age Discrimination Act of 1975** prohibits discrimination based on age in programs and activities receiving Federal Financial Assistance.

2.0 STANDARD DOT ASSURANCES

23 CFR 200.9(A)(1) requires assurances from the city of Port Lavaca that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives Federal assistance for the U.S. Department of Transportation (USDOT), including the FHWA.

The Title VI assurances are submitted to TxDOT every three years or when there is a change in administration. The updated Title VI Assurances are signed by the City Mayor and located in Attachment 2.

3.0 CITY-WIDE ORGANIZATIONAL STRUCTURE



4.0 ROLES AND RESPONSIBILITIES

4.1 Title VI Nondiscrimination Coordinator

The City of Port Lavaca's Title VI/Non-discrimination Coordinator is its City's HR Coordinator. The HR Coordinator reports to the Finance Director and shall be responsible for coordinating the administration of the Title VI and related statutes program, plan, and assurances for the City of Port Lavaca.

The Title VI/Non-discrimination Coordinator is authorized to ensure compliance with the provisions of the City's non-discrimination statement and the appropriate laws and regulations. The Title VI/ Non-discrimination Coordinator will also ensure implementation of the City's non-discrimination policy statement and will be responsible for initiating, monitoring, and ensuring the City's compliance with Title VI requirements.

Title VI/ Non-discrimination Coordinator's (or designee) role and responsibilities include but are not limited to the following:

1. Program Administration. Being the focal point for the Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance. Ensuring that Title VI requirements are included in appropriate policy directives and that the procedures used have built-in safeguards to prevent discrimination. Ensure compliance with Title VI assurances, policies, and program objectives.
2. Public Dissemination of Information. Develop and disseminate Title VI program information (and, where appropriate, in a language other than English) to City departments/offices, sub-recipients (including contractors, subcontractors, and consultants), and the general public.

The public dissemination program shall involve the posting of the City's policy statement:

- a) In contracts or other agreements and bid specification packages
 - b) Public information on the City's website: www.portlavaca.org
3. Annual Work Plan and Accomplishment Report. Coordination, compilation, and submission of the Annual Work Plan and Accomplishment Report to the Texas Department of Transportation, Office of Civil Rights via TxDOT's Title VI/Non-discrimination Annual Work Plan & Accomplishment Report Development Guide, as presented in TxDOT's Title VI/Non-discrimination Technical Assistance Guide for Sub-Recipients will be submitted annually. The Annual Work Plan and Accomplishment Report are due one year from the date of approval of the Title VI plan and then annually on the same date. Ensure the following areas are adequately addressed in the plan:
 - Title VI complaint procedures
 - Record of Title VI investigations, complaints or lawsuits, and dispositions

- Confirm the posting of Title VI Public Notice at the City’s facilities.
 - Annual report of Title VI accomplishments and changes to the program preceding the Federal fiscal year.
4. Elimination of Violations. Assisting with the correction of Title VI-related problems or discriminatory practices or policies found through self-monitoring and review activities. When deficiencies are found, reasonable procedures will be promptly implemented to correct the deficiencies and to put the corrective action(s) in writing.
 5. Complaint Process. Implementation of procedures for the prompt processing of external Title VI discrimination complaints.
 6. Complaint Resolution. Overseeing the investigation of external Title VI complaints.
 7. Training Program Development. Facilitate the development and implementation of training programs on Title VI issues and regulations and other non-discrimination authorities for Title VI Non-Discrimination Coordinator. A summary of the training conducted will be reported in the annual update.
 8. TxDOT Notice. Forwarding Title VI complaints filed against the City of Port Lavaca to TxDOT within 10 calendar days of investigation.
 9. Data Collection: Coordinating the collection and maintenance of statistical data on race, color, national origin, sex, age, and disability of City program beneficiaries. The information is gathered from the 2020 Census data and maps. The gathering procedures will be reviewed annually to ensure the data meets the requirements of the Title VI program (Attachment 8).
 10. Title VI Plan update every 2 years. The City will automatically update and renew its Title VI Assurances every 2 years or as necessary on the occasion of a change in the City’s Title VI Plan administrative structure and staffing or changes to the plan’s complaint procedures.

Title VI Coordinator Contact Information:

City of Port Lavaca
Rachel Garza
202 N. Virginia Port Lavaca, TX 777979
Phone: (361) 552-9793 ext:221
Email:rgarza@portlavaca.org

5.0 TITLE VI PLAN ADMINISTRATION

The Title VI/Non-discrimination Coordinator shall have lead responsibilities for coordinating the administration of the Title VI and related statutes program, plan, and assurances for sub-recipients.

5.1 Dissemination of the City's Title VI Policy

The City of Port Lavaca disseminates its Title VI Non-discrimination Policy statement, Title VI Non-discrimination Plan, and complaint procedures to the general public on the City's website, which also provides access to forms to file external discrimination complaints under Title VI.

Title VI information posters shall be sent to all Department Heads to post in conspicuous locations in the department/offices under their supervision.

The City disseminates Title VI/Non-discrimination information to City employees via the City website, www.portlavaca.org, and through an annual notice. Current City employees as the effective date of this policy and new City employees hired on or after the effective date of this policy will be informed of the provisions of Title VI, provided a copy of the Title VI/Non-discrimination Policy Statement, and be required to sign an Acknowledgement of Receipt. (Attachment 4).

All subcontractors and vendors who receive payment from the City of Port Lavaca, where funding originates from any federal assistance, are subject to provisions of the Title VI of the Civil Rights Act 1964 and 49 CFR Part 21. Written contracts shall include non-discrimination language, either directly or through the bid specification package, which becomes an associated component of the contract.

The name and contact information for the Title VI/Non-discrimination Coordinator are available on the City website, www.portlavaca.org. The City's Title VI/Non-Discrimination Coordinator, located in the HR Office, can provide additional information about non-discrimination obligations and information on filing complaints.

5.2 Complaints

If any individual believes that he or she, or any other program beneficiaries, has experienced unequal treatment or discrimination regarding the receipt of benefits and/or services based on race, color, national origin, sex, age, or disability, that individual may exercise their right to file a complaint with the City's Title VI/Non-discrimination Coordinator. Every effort will be made to resolve complaints informally and at the lowest possible level first.

5.3 Data Collection & Analysis

Statistical data on race, color, national origin, sex, age, disability, and beneficiaries of federally funded programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the City on a project-by-project basis.

The City of Port Lavaca Title VI/ Non-discrimination Coordinator will use Census data and maps to perform the following:

1. Analyze the population benefitting from a project, including analyzing the benefits to traditionally underserved populations, if any.
2. Determine how best to disseminate information to the affected populations.
3. Prepare a written report.

The gathering procedures and analysis will be reviewed and performed annually from the date of approval Title VI Nondiscrimination Plan, to ensure the sufficiency of the data that meets the requirements of the Title VI program.

5.4 TxDOT Annual Reporting

The Title VI / Nondiscrimination Coordinator will be responsible for coordinating, complying with, and submitting the Annual Work Plan and Accomplishments Report to the Texas Department of Transportation, Office of Civil Rights, via TxDOT.

5.5 TxDOT Title VI Plan Updates

If the Title VI Plan is updated, a copy of the Title VI / Nondiscrimination Plan will be submitted to the Texas Department of Transportation within 90 days from the date of the approved update.

6.0 TITLE VI COMPLAINT PROCESSING PROCEDURES

6.1 Purpose

The purpose of the Title VI Complaint Processing Procedure is to establish a clear and consistent process for receiving, investigating, and resolving complaints alleging discrimination based on race, color, or national origin in programs and activities receiving Federal Financial assistance. This procedure ensures compliance with Title VI of the Civil Rights Act of 1964 and related

regulations by promoting fairness, transparency, and accountability in addressing discrimination claims.

6.2 Title VI Complaint Procedure

The following procedure covers complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Any person who believes, they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color, or national origin may file a written complaint individually through a representative. A complaint must be filed no later than **180 days** after the date of the alleged discrimination unless the discrimination is ongoing or the FHWA extends the time for filing. Complaints related to the Federal-aid highway program may be filed with TxDOT, the FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HCR), and/or the USDOT Department Office of Civil Rights, or the USDOJ. The City of Port Lavaca will ensure that all complaints are sent to the appropriate authority for disposition.

Complaints alleging violations of Title VI by sub-recipients or any individuals or the public at large may be filed in writing directly with the following local, state, and federal agencies:

City of Port Lavaca
Att: Title VI Coordinator
202 N. Virginia
Port Lavaca, Tx 77979

Additionally, complaints filed against the sub-recipients may also be filed with (TxDOT) or FHWA at:

Texas Department of Transportation
Civil Rights Division
Att: Title VI Program Administrator
125 E. 11th Street
Austin, TX 78701

Federal Highway Administration-Texas Division (FHWA)
Att: Civil Rights Specialist
300 E. 8th St.
Austin, TX 78701

Federal Highway Administration (FHWA)
Office of Civil Rights
HCR-20, Room E81-320
1200 New Jersey Avenue, SE
Washington, DC 20590

Complaints and investigation files are confidential. The contents of such files will only be disclosed to appropriate City of Port Lavaca personnel, and state and federal authorities in accordance with Federal and State laws. The City of Port Lavaca will retain files in accordance with records retention schedules and all Federal guidelines.

Complaints must be in writing. In cases where the complainant is unable or incapable of providing a written statement, the complainant shall be interviewed and assisted in converting a verbal complaint or appeal into writing. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

The complainant must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. The complaint should include the following information:

- Complainant's name, mailing address, and a method of contact (i.e., telephone number, email address, etc.);
- How, when, where, and why the alleged discrimination occurred. Include the location, names, and contact information of any witnesses; and
- Other information that the complainant deems significant.

Items that would not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

- An anonymous complaint that is too vague to obtain the required information,
- Inquiries seeking advice or information,
- Courtesy copies of court pleadings,
- Courtesy copies of internal grievances.

The External Title VI/Non-Discrimination Complaint Form (Attachment 5) may be used to submit the complaint information. Complaint forms can also be obtained in English or Spanish at the City of Port Lavaca HR Office or online at www.portlavaca.org

To request additional information on the City of Port Lavaca's nondiscrimination obligations, to file a Title VI complaint, or to request a complaint form, please submit a written request or complaint to:

City of Port Lavaca
Rachel Garza
Title VI/Non-Discrimination Coordinator
202 N. Virginia St. Port Lavaca, Texas 77979
Phone: (361)552-9793 ext:221
Email: rgarza@portlavaca.org

6.3 Complaint Process

The City of Port Lavaca Title VI/Nondiscrimination Coordinator or designee will acknowledge receipt of the complaint and may begin an investigation once it has been determined that it is a Title VI Complaint, within ten (10) business days of receipt of a complaint alleging discrimination based on race, color, national origin, sex, age or disability.

The Title VI/Nondiscrimination Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI/Nondiscrimination Coordinator may, at his/her

discretion, assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation, collect factual information, and prepare a fact-finding report based on information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the Title VI/Nondiscrimination Coordinator. The Title VI/Nondiscrimination Coordinator will interview the complainant and if necessary assist the person in converting a verbal complaint to writing. All complaints must, however, be signed by the complainant or his/her representative. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

Transportation-related discrimination complaints filed under Title VI with the City of Port Lavaca in which the City or its sub-recipients are named as the respondent shall be forwarded to the Texas Department of Transportation, Office of Civil Rights for investigation within 10 calendar days of receipt of the complaint.

The Title VI/Nondiscrimination Coordinator shall make every effort to address all complaints expeditiously and thoroughly. The Title VI/Nondiscrimination Coordinator will contact the complainant in writing no later than thirty (30) business days after receipt of the complaint for additional information if needed. The Complaint will be copied, filed, and logged. If the complainant fails to provide the requested information on a timely basis, the Title VI/Nondiscrimination Coordinator may administratively close the complaint.

The Title VI/Nondiscrimination Coordinator will complete the investigation within sixty (60) calendar days of receipt of a complaint. If additional time is needed for the investigation, the complainant will be notified. A written investigation report will be prepared by the Title VI/Nondiscrimination Coordinator. This report shall include a summary description of the incident, findings for each issue, and recommended corrective action, if any. The written investigation report will be provided to the City Manager/City Attorney for review before distribution.

Within 10 calendar days of completing the investigation, a final written response letter will be provided to the complainant and the department/office for the program involved. The notification will include appeal rights with state and Federal agencies should be dissatisfied with the final decision. A copy of this letter, along with the report of findings, will be forwarded to the Texas Department of Transportation for information purposes.

6.4 Complaint Logs

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Port Lavaca, which alleges discrimination concerning Title VI concerns (Attachment 6). The log shall include information on each complainant to include:

- The identity of the complainant
- The recipient
- The race, color, national origin, or other of the complainant

- The nature of the complaint
- The dates the complaint was filed
- A summary of the allegation
- The date the investigation was completed
- The disposition
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree
- Any other pertinent information (such as age or disability)

6.5 Record Retention

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer.



CITY OF PORT LAVACA
TEXAS



CITY OF PORT LAVACA

Title VI/ Discrimination Complaint Form

The Discrimination Form will be used by the City to document and address compliance related to discrimination based on race, color, national origin, sex, age, disability, or other protected characteristics in the City's programs, services, and activities. This form ensures compliance with Federal and State Civil Rights Laws, including Title VI of the Civil Rights Act of 1964.

Return the signed form to:

Mail: City of Port Lavaca

Attn: Title VI/Non-Discrimination Coordinator

202 N. Virginia Port Lavaca, TX 77979

Rachel Garza HR/ Title VI/ Nondiscrimination Coordinator

For assistance completing this form, please call the Title VI/Non-discrimination Coordinator at (361)552-9793 ext:221

Last Name: _____ First Name: _____

Mailing Address: _____

City/State/Zip Code: _____

Phone: _____ Alternative Phone: _____

Email: _____

Please state the basis of your complaint:

<input type="checkbox"/>	Race _____
<input type="checkbox"/>	Color _____
<input type="checkbox"/>	National Origin _____
<input type="checkbox"/>	Disability _____
<input type="checkbox"/>	Other _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected

status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary).

The law prohibits intimidation or relation against anyone because he/she has either taken action or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if needed).

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Have you filed, or intended to file a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- | | |
|---|-------------------|
| <input type="checkbox"/> U.S. Department of Transportation (DOT) | Date filed: _____ |
| <input type="checkbox"/> Federal Highway Administration (FHWA) | Date filed: _____ |
| <input type="checkbox"/> Federal Transit Administration (FTA) | Date filed: _____ |
| <input type="checkbox"/> Office of Federal Contract Compliance Programs (OFCCP) | Date Filed: _____ |

☐ Other: _____

Date Filed: _____

Have you discussed the complaint with any City of Port Lavaca representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and /or photographs, if applicable, that you believe will assist with an investigation (attach additional pages, if necessary).

If applicable, please provide a description and the exact location of the non-accessible feature. Provide a sketch or picture if helpful. (Attach additional pages, if necessary).

Please provide comments, suggestions, or other information that may assist us in providing you with a better service.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

The complaint's Signature (or authorized representative)

Date

Person preparing complaint (if different from the complaint)

Relation to the complaint

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> OFCCP <input type="checkbox"/> EEOC <input type="checkbox"/> Other _____	

7.0 PUBLIC PARTICIPATION PLAN

9.1 Purpose

This section details how the City of Port Lavaca notifies the public of development plans and improvement programs.

9.2 Public Participation Plan Summary

The Public Participation Plan (PPP) demonstrates how the City provides opportunities for public review and comment at key decision points during the city-wide improvement planning process, as dictated by Environmental Processes for federally funded projects. The process consists of open discussion of planning documents in local government forums, public meetings, informational exhibits, published advertisements, and if required, a Public Hearing.

9.3 Types of Public Participation Procedures

To ensure a meaningful public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway. City departments should comply with any public participation requirements that may be applicable to specific projects that the City department is undertaking. (i.e.: including applicable projects in the Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) which may have public participation components.

The following strategies are utilized by the City departments/offices to ensure that interested parties receive timely information in a variety of formats. Each department/office will determine the best form of communication for their programs.

Types of additional public participation efforts may include:

1. City Council Meeting – Citizens may be present during any of the City Council meetings. The City Council meets on the 2nd Monday of each month unless otherwise designated.

The agenda for the City Council meeting can be found at [City of Port Lavaca Regular City Council Meeting](#). Furthermore, the meeting can be streamed online.

The City Council meeting offers the public an opportunity to bring topics and issues to council members' attention. Each meeting allows citizens for 3 minutes each to speak on a topic.

2. Websites – www.portlavaca.org. City departments that have websites that provide for two-way communication can continuously update information about programs and projects.

A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the department/office could buy advertisements but should do so strategically to keep costs low.

3. Direct Notification – The use of door-to-door delivery of information should be used when required by federal, state, or local law or depending on the nature of the program, project, or activity and the resources available.
4. Social media – Social media and social networking websites may include Facebook and Instagram. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience.

9.4 Use of Public Comment

All public input should be derived from as diverse a range of sources as possible. At the department's/ office's discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs.

9.5 Effective Assessment

City departments/offices should use the information obtained through its public outreach efforts to review the effectiveness and progress of its programs. In turn, the public participation plan should be updated periodically to ensure compliance with Title VI of the Civil Rights Act of 1964. The Title VI/Nondiscrimination Coordinator will be responsible for coordinating any plan updates.

9.6 Record Retention

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

9.7 Record Keeping

The Title VI/Nondiscrimination Coordinator will maintain permanent records, which include, but are not limited to:

- Signed acknowledgments of receipt from the employees indicating the receipt of the City Title VI Plan.
- Copies of the Title VI complaints or lawsuits and related documentation;
- Compliance records and records of correspondence to and from complainants;
- Title VI investigations; and
- Any appeals decisions, responses, or other pertinent records

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

8.0 SUMMARY OF ATTACHMENTS

Attachment 1- Title/VI Nondiscrimination Statement (English/ Spanish)

Attachment 2- DOT Standard Title VI/Nondiscrimination Assurances

Attachment 3- Required Contract Provisions

Attachment 4- Acknowledgement of Receipt of Title VI Plan

Attachment 5- Title VI/ Discrimination Complaint Form (English/Spanish)

Attachment 6 – Title VI/Nondiscrimination External Complaint Log

Attachment 7 – Title VI Complaint Procedure (English/Spanish)

Attachment 8- Data Collection

Attachment 1- Title/VI Nondiscrimination Policy Statement (English/ Spanish)

CITY OF PORT LAVACA

TITLE VI/ NON-DISCRIMINATION POLICY STATEMENT

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

Specific Forms of Discrimination Prohibited

The City of Port Lavaca’s efforts to prevent discrimination include, but are not limited to prohibiting:

1. The denial of services, financial aid, or other benefits provided under a program.
2. Provide any service, financial aid, or other benefits to a person that is different or is provided in a different manner from that provided to others under the program.
3. Subject a person to segregation or separate treatment.
4. Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program.
5. Treat a person differently from others in determining whether he satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or conditions that persons

must meet in order to be provided any service, financial aid, or other benefit provided under the program.

6. Deny a person an opportunity to participate in the program through the provision of services or otherwise or afford them an opportunity to do so which is different from that afforded others under the program; or

7. Discriminate in site or location selection of facilities

The City of Port Lavaca adopted this Title VI/Non-Discrimination Policy Statement on the ____ day of ____ 2025.

Jack Whitlow
Mayor

Date

ATTEST:

City Secretary

Date

CIUDAD DE PORT LAVACA
TÍTULO VI POLICA AND FORMULARIO

La Ciudad de Port Lavaca ("La Ciudad") está comprometida con el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, 49 CFR, parte 21, 49 CFR parte 303, y las autoridades no discriminatorias relacionadas. La Ciudad de Port Lavaca asegura que ninguna persona por motivos de raza, color, origen nacional, sexo, edad, discapacidad, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad bajo cualquier programa, actividad o servicio de la Ciudad de Port Lavaca. La ciudad de Port Lavaca asegura además que se hará todo lo posible para garantizar la no discriminación en todos sus programas, actividades y servicios, ya sea que esos programas, actividades y servicios estén financiados por el gobierno federal o no. En el caso de que la Ciudad de Port Lavaca distribuya fondos de ayuda federal a otra entidad, la Ciudad de Port Lavaca incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

Las represalias están prohibidas por el Título VI de la Ley de Derechos Civiles de 1964 y las autoridades federales y estatales relacionadas contra la discriminación. Es política de la ciudad de Port Lavaca que las personas que presenten una queja de discriminación tengan derecho a hacerlo sin temor a interferencias, intimidación, coerción o represalias.

Formas específicas de discriminación prohibidas

Los esfuerzos de la ciudad de Port Lavaca para prevenir la discriminación incluyen, pero no se limitan a prohibir:

1. La denegación de servicios, ayuda financiera u otros beneficios proporcionados bajo un programa.
2. Prestar cualquier servicio, financiero; Ayuda, PR otros beneficios a una persona que es diferente o se proporciona de una manera diferente a la que se proporciona a otros bajo el Programa.
3. Someter a una persona a segregación o tratamiento separado.
4. Restringir a una persona de cualquier manera en el disfrute de cualquier ventaja o privilegio disfrutado por otros que reciben cualquier servicio, ayuda financiera u otro beneficio bajo el programa.
5. Tratar a una persona de manera diferente a las demás para determinar si cumple con cualquier requisito de admisión, inscripción, cuota, elegibilidad, membresía u otros

requisitos o condiciones que las personas deben cumplir para que se les brinde cualquier servicio, ayuda financiera u otro beneficio proporcionado bajo el programa.

6. Negar a una persona la oportunidad de participar en el programa a través de la prestación de servicios o de otra manera, o brindarles una oportunidad de hacerlo que sea diferente de la que se les brinda a otros bajo el programa; o
7. Discriminar en la selección del sitio o la ubicación de las instalaciones

El Concejo Municipal adoptó la Declaración de Políza el día ____ de ____, 20__.

Jack Whitlow
Alcalde

Fecha

Atestiuar:

City Secretary

Fecha

Attachment 2- DOT Standard Title VI/Nondiscrimination Assurances

The United States Department of Transportation (USDOT) Standard Title VI/Non-discrimination Assurances

DOT Order No.1050.2A

The **CITY OF PORT LAVACA** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil I Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall on the grounds of race/color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

'The City of Port Lavaca, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.'

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
- the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **City of Port Lavaca** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, and reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Port Lavaca** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

ATTEST:

Jack Whitlow, Mayor Date

Mandy Grant, City Secretary

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding payments to the contractor under the contract until the contractor complies; and/or
 - canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **City of Port Lavaca** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title o(Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **City of Port Lavaca** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **City of Port Lavaca**, its successors and assigns.

The **City of Port Lavaca**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **City of Port Lavaca** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].

APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **City of Port Lavaca** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **City of Port Lavaca** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **City of Port Lavaca** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Port Lavaca** and its assigns.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **City of Port Lavaca** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **City of Port Lavaca** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **City of Port Lavaca** will there upon revert to and vest in and become the absolute property of **City of Port Lavaca** and its assigns.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-

12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Attachment 3- Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACT

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each

subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts, and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract

provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246) The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.),

and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3. Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29

CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade

and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through

public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each

classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action with a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for

persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth

what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and

leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as nonresponsive.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of

the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following: (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C.

117, and National Highway Freight Program projects funded under 23 U.S.C. 167. The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and

Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs

reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each

employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in 29 CFR part 3; (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the

U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe

benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices

and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department

of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in

excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term

may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who

performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding

regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project: 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326. By submission of this

bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II. The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be

considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any

participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website

(<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200.

You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or

other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order

4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment,

material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian

counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State

Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment 4- Acknowledgement of Receipt of Title VI Plan

CITY OF PORT LAVACA
Acknowledgement of Receipt:
Title VI/Non-discrimination Policy

The City of Port Lavaca (“The City”) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, 49 CFR part 303, and related nondiscrimination authorities. The City of Port Lavaca assures that no person shall on the grounds of race, color, national origin, sex, age, disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Port Lavaca program, activity or service. The City of Port Lavaca further assures every effort will be made to ensure nondiscrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not. In the event that the City of Port Lavaca distributes Federal aid funds to another entity, the City of Port Lavaca will include Title VI language in all written agreements and will monitor for compliance.

Retaliation is prohibited under Title VI of the Civil Rights Act of 1964 and related federal and state nondiscrimination authorities. It is the policy of the City of Port Lavaca that persons filing a complaint of discrimination should have the right to do so without fear of retaliation, interference, intimidation, coercion, or reprisal.

I hereby acknowledge the receipt of the City of Port Lavaca Title VI/Nondiscrimination Policy stated above. I have read the same and am committed to ensuring that no person is excluded from participation in, or denied the benefits of City programs, activities, or services on the bases discussed above. I understand that the entire Title VI/Nondiscrimination Plan and applicable complaint forms can be found online at: www.portlavaca.org, or are available upon written request to the Title VI/Nondiscrimination Coordinator. I understand that questions, concerns, or complaints regarding this policy that I may have or from other employees or citizens may be referred to the Title VI Nondiscrimination coordinator at:

Title VI/ Nondiscrimination Contact Information:
City of Port Lavaca
Rachel Garza
Title VI/ Nondiscrimination Coordinator

202 N. Virginia, TX 77979
Phone: (361)552-9793 ext:221
Email: rgarza@portlavaca.org

Employee Name

Employee Number(if applicable)

Employee Signature

Date

Department Head

Attachment 5- Title VI/ Discrimination Complaint Form (English/Spanish)

CITY OF PORT LAVACA

Title VI/ Discrimination Complaint Form

The discrimination Form will be used by the City to document and address compliance related to discrimination based on race, color, national origin, sex, age, disability, or other protected characteristics in the City's programs, services, and activities. This form ensures compliance with Federal and State Civil Rights Laws, including Title VI of the Civil Rights Act of 1964.

Return the signed form to:

Mail: City of Port Lavaca
Attn: Title VI/Non-discrimination Coordinator
202 N. Virginia Port Lavaca, TX 77979

Rachel Garza HR/ Title VI/ Nondiscrimination Coordinator

For assistance completing this form please call the Title VI/Non-discrimination Coordinator at (361)552-9793 ext:221

Last Name: _____ First Name: _____
Mailing Address: _____
City/State/Zip Code: _____
Phone: _____ Alternative Phone: _____
Email: _____

Please state the basis of your complaint:

- | | |
|--------------------------|-----------------------|
| <input type="checkbox"/> | Race _____ |
| <input type="checkbox"/> | Color _____ |
| <input type="checkbox"/> | National Origin _____ |
| <input type="checkbox"/> | Disability _____ |
| <input type="checkbox"/> | Other _____ |

Date and place of alleged discriminatory action(s). Please include the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary).

The law prohibits intimidation or relation against anyone because he/she had either taken action or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if needed).

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Have you filed or intended to file a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- | | |
|---|-------------------|
| <input type="checkbox"/> U.S. Department of Transportation (DOT) | Date filed: _____ |
| <input type="checkbox"/> Federal Highway Administration (FHWA) | Date filed: _____ |
| <input type="checkbox"/> Federal Transit Administration (FTA) | Date filed: _____ |
| <input type="checkbox"/> Office of Federal Contract Compliance Programs (OFCCP) | Date Filed: _____ |
| <input type="checkbox"/> Other: _____ | Date Filed: _____ |

Have you discussed the complaint with any City of Port Lavaca representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and /or photographs, if applicable, that you believe will assist with an investigation (attach additional pages, if necessary).

If applicable, please provide a description and the exact location of the non-accessible feature. Provide a sketch or picture if helpful. (Attach additional pages if necessary.)

Please provide comments, suggestions, or other information that may assist us in providing you with a better service.

--

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

The complaint's Signature (or authorized representative)

Date

Person preparing complaint (if different from the complaint)

Relation to the complaint

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> OFCCP <input type="checkbox"/> EEOC <input type="checkbox"/> Other _____	

La ley prohíbe la intimidación o la relación contra cualquier persona por haber realizado una acción o haber participado en una acción para garantizar los derechos protegidos por estas leyes. Si cree que ha sido objeto de represalias, aparte de la discriminación alegada anteriormente, explique las circunstancias a continuación. Explique qué acción tomó que cree que fue la causa de la supuesta represalia.

Nombres de las personas responsables de la(s) acción(es) discriminatoria(s):

Nombres de personas (testigos, compañeros de trabajo, supervisores o otros) con quienes podemos comunicarnos para obtener información adicional que respalde o aclare su queja. (Adjunte páginas adicionales, si es necesario).

Nombre	Dirección	Teléfono
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

¿Ha presentado, o tiene la intención de presentar una queja con respecto al asunto planteado con alguno de los siguientes? En caso afirmativo, proporcione las fechas de presentación. Marque todo lo que corresponda.

CITY OF PORT LAVACA
TITLE VI/ NON-DISCRIMINATION PLAN

Section VIII. Item #19.

- | | |
|--|------------------------------|
| <input type="checkbox"/> Departamento de Transporte de EE. UU. (DOT) | Fecha de presentación: _____ |
| <input type="checkbox"/> Administración Federal de Carreteras (FHWA) | Fecha de presentación: _____ |
| <input type="checkbox"/> Administración Federal de Tránsito (FTA, por sus siglas en inglés) | Fecha de presentación: _____ |
| <input type="checkbox"/> Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP) | Fecha de presentación: _____ |
| <input type="checkbox"/> Otros: _____ | Fecha de presentación: _____ |

¿Ha discutido la queja con algún representante de la ciudad de Port Lavaca? En caso afirmativo, proporcione el nombre, el cargo y la fecha de la discusión.

Explique brevemente qué remedio o acción está buscando para la supuesta discriminación.

Proporcione cualquier información adicional y/o fotografías, si corresponde, que crea que ayudarán con una investigación (adjunte páginas adicionales, si es necesario).

Si corresponde, proporcione una descripción y la ubicación exacta de la función no accesible. Proporcione un dibujo o una imagen si es útil. (Adjunte páginas adicionales si es necesario).

CITY OF PORT LAVACA
TITLE VI/ NON-DISCRIMINATION PLAN

Section VIII. Item #19.

Proporcione comentarios, sugerencias o otra información que pueda ayudarnos a brindarle un mejor servicio.

No podemos aceptar una queja sin firmar. Por favor, firme y póngala fecha en el formulario de queja a continuación.

La firma de la queja (o representante autorizado)

Fecha

Persona que prepara la queja (si es diferente de la queja)

Relación con la queja

FOR OFFICE USE ONLY	
Date Complaint Received: _____	Case#: _____
Processed by: _____	Date Referred: _____
Referred to: <input type="checkbox"/> USDOT <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> OFCCP <input type="checkbox"/> EEOC <input type="checkbox"/> Other _____	

Attachment 6 – Title VI/Nondiscrimination External Complaint Log

CITY OF PORT LAVACA Title VI/Non-discrimination External Complaint Log

Instructions: Title VI/Non-discrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Port Lavaca, which alleges discrimination with respect to Title VI concerns.

Date of Complaint Filed	Name of Complaint	Race	Color	Other	National Origin	Program Activity	Summary of Allegation(s)	Investigation Dates		Disposition	Disposition Date	Other Pertinent Information (including age, disability, or any corrective action or consent decree)	Complaint sent to the granting state/federal agency?	
								Start	Completion				Agency	Date

Attachment 7 – Title VI Complaint Procedure (English/Spanish)

Title VI Complaint Procedure

The following procedures cover complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Any person who believes they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color or national origin may file a written complaint individually through a representative. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the discrimination is ongoing, or the time for filing is extended by the FHWA. Complaints related to the Federal-aid highway program may be filed with TxDOT, the FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HRC), the USDOT Department Office of Civil Rights, or the USDOJ. The City of Port Lavaca will ensure that all complaints are sent to the appropriate authority for disposition. Complaints alleging violations of Title VI by sub-recipients may be filed in writing directly with the following local, state, and federal agencies:

City of Port Lavaca
Att: Title VI Coordinator
202 N. Virginia
Port Lavaca, Tx 77979

Additionally, complaints filed against the sub-recipients may also be filed with TxDOT or FHWA at:

Texas Department of Transportation
Civil Rights Division
Att: Title VI Program Administrator
125 East 11th Street
Austin, Tx 78701

Federal Highway Administration-Texas Division
Att: Civil Rights Specialist
300 E. 8th St.
Austin, TX 78701

Federal Highway Administration
Office of Civil Rights
HCR-20, Room E81-320
1200 New Jersey Avenue, SE
Washington, DC 20590

Complaint and investigation files are confidential. The contents of such files will only be disclosed to appropriate City of Port Lavaca personnel, and state and federal authorities in accordance with Federal and State laws. The City of Port Lavaca will retain files in accordance with records retention schedules and all Federal guidelines.

Título VI Procedimiento de Quejas

Los siguientes procedimientos cubren las quejas presentadas bajo el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Restauración de Derechos Civiles de 1987. Cualquier persona que crea que ella, o cualquier clase específica de personas, está sujeta a una discriminación prohibida basada en la raza, el color o el origen nacional puede presentar una queja por escrito individualmente a través de un representante. Una queja debe presentarse a más tardar 180 días después de la fecha de la supuesta discriminación, a menos que la discriminación sea continua o que la FHWA extienda el tiempo para presentarla. Las quejas relacionadas con el programa de ayuda federal para carreteras se pueden presentar ante TxDOT, la Oficina de la División de la FHWA, la Oficina de Derechos Civiles (HRC) de la FHWA, la Oficina de Derechos Civiles del Departamento del USDOT o el USDOJ. La ciudad de Port Lavaca se asegurará de que todas las quejas se envíen a la autoridad correspondiente para su disposición. Las quejas que aleguen violaciones del Título VI por parte de los subreceptores pueden presentarse por escrito directamente ante las siguientes agencias locales, estatales y federales:

Ciudad de Port Lavaca
Att: Coordinador del Título VI
202 N. Virginia Puerto Lavaca, Tx 77979

Además, las quejas presentadas contra los subreceptores también se pueden presentar ante TxDOT o FHWA en:

Departamento de Transporte
de Texas División de Derechos Civiles
Att: Administrador del Programa del Título VI
125 Calle 11 Este Austin, Tx 78701

Administración Federal
de Carreteras-División de Texas
Att: Especialista en Derechos Civiles
300 E. Calle 8 Austin, TX 78701
Administración Federal de Carreteras

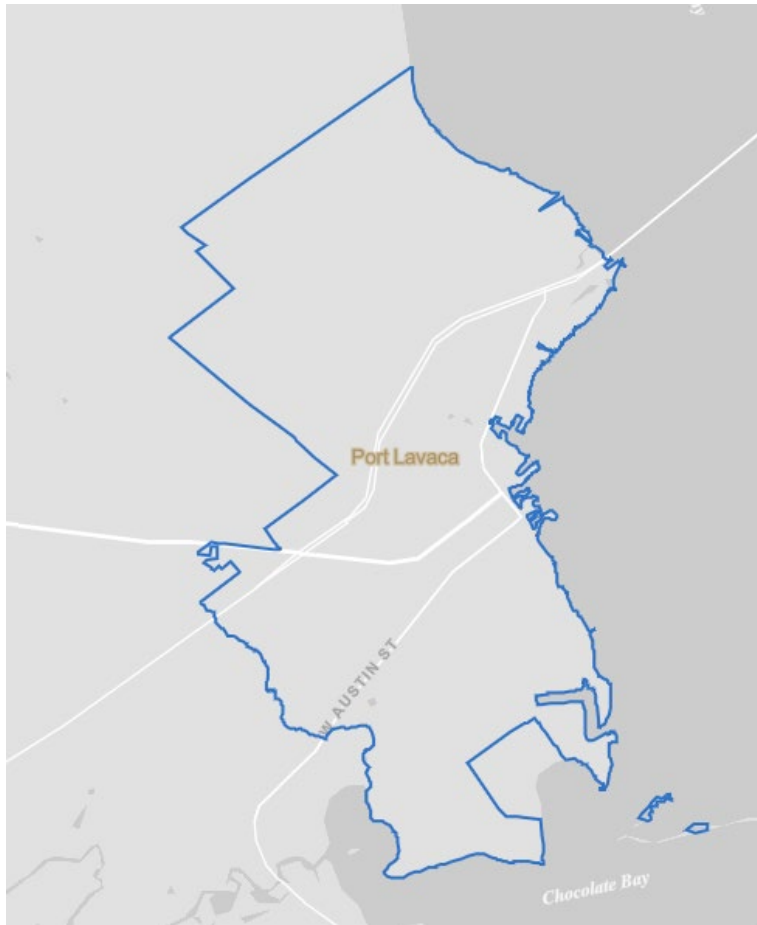
Oficina de Derechos Civiles
HCR-20, Sala E81-320
1200 Avenida Nueva Jersey,
SE Washington, DC 20590

Los expedientes de denuncia e investigación son confidenciales. El contenido de dichos archivos solo se divulgará al personal apropiado de la Ciudad de Port Lavaca y a las autoridades estatales y federales de acuerdo con las leyes federales y estatales. La ciudad de Port Lavaca conservará los archivos de acuerdo con los cronogramas de retención de registros y todas las pautas federales.

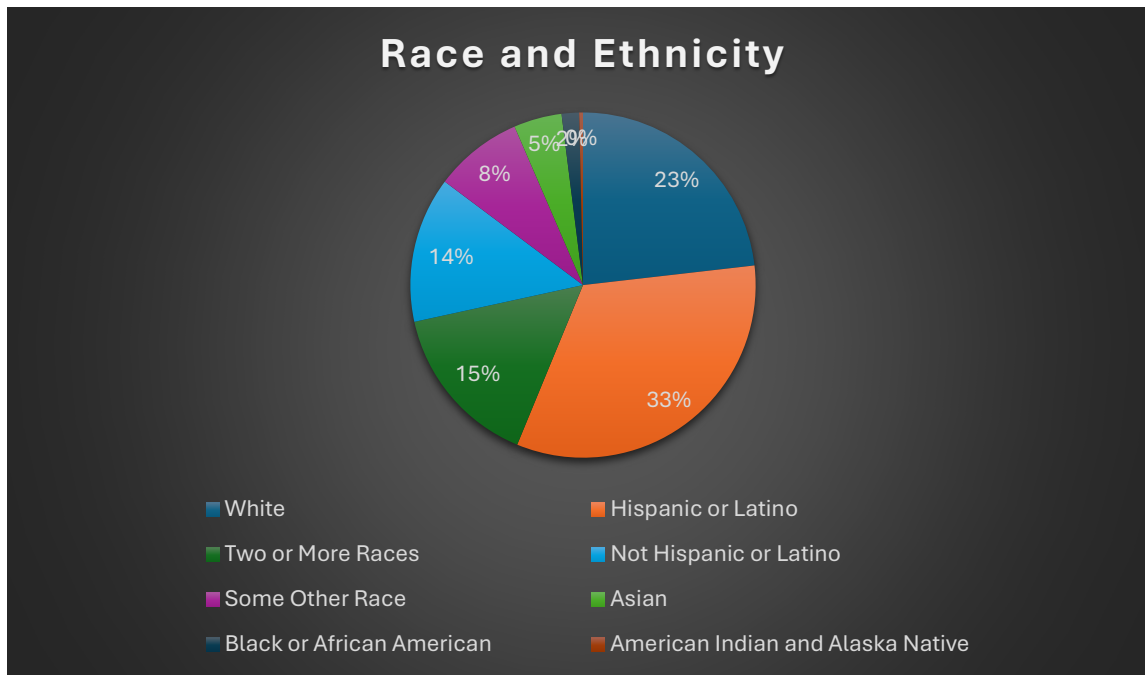
Attachment 8 – Data Collection

According to the 2020 United States Census, Port Lavaca, Texas, had a population of 11,557.

10.1 City of Port Lavaca- Map



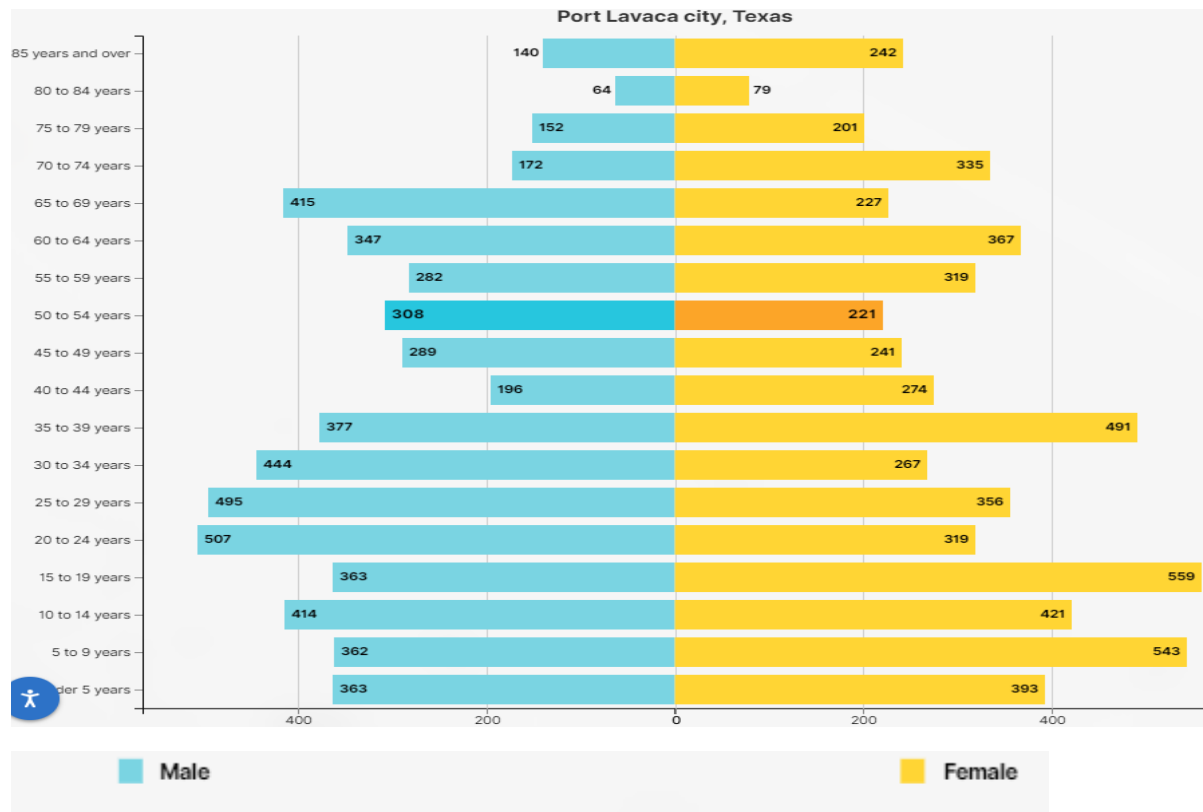
10.2 City of Port Lavaca- Race and Ethnicity



This pie chart titled “Race and Ethnicity” visually represents the distribution of different racial and ethnic groups in a given population.

- Hispanic or Latino (33%)- This is the largest segment, meaning that about a third of the population identifies as Hispanic or Latino.
- White (23%)- The second largest group, representing nearly a quarter of the population.
- Not Hispanic or Latino (14%)- This category identifies with more than one racial category and makes up a significant portion of the population.
- Asian (5%) – A smaller segment of the population identifies as Asian.
- Some Other Race (8%) – This category may include individuals who do not fit into standard racial classifications or choose to identify differently.
- Black or African American (5%) – A smaller portion of the population falls into this racial category.
- American Indian and Alaska Native (2%) – The smallest percentage, representing Indigenous populations.

10.3 City of Port Lavaca- Population



This is a population pyramid for Port Lavaca, Texas, showing the distribution of the population by age group and gender. The chart is divided into two sections:

- Males (light blue) are represented on the left side.
- Females (yellow) are represented on the right side.
- The numbers next to each bar indicate the number of people in that age category.

Younger Population: The largest age groups appear to be 5-9 years, 10-14 years, and 15-19 years, indicating a significant presence of children and teenagers in the city.

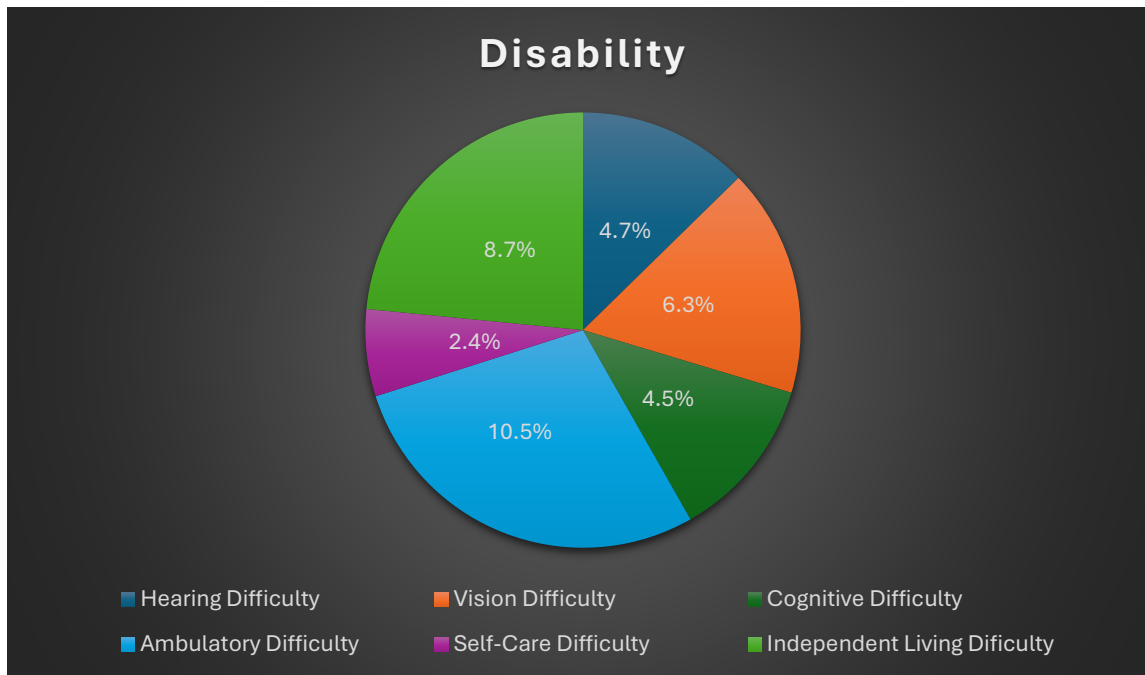
Working-Age Population: Age groups between 25-44 years also have a high population, showing a strong presence of working-age adults.

Older Population: The number of individuals above 65 years decreases gradually, indicating an aging but not overwhelmingly elderly population.

Gender Distribution:

- In younger and middle-aged groups (under 50 years), there are more males than females.
- In the older age groups (50+ years), females outnumber males, which is typical as women tend to have higher life expectancy.

10.4 City of Port Lavaca- Disability



The chart presents data on the percentage of individuals with disabilities in Port Lavaca City, Texas, based on the 2020 Census Bureau.

Key Highlights:

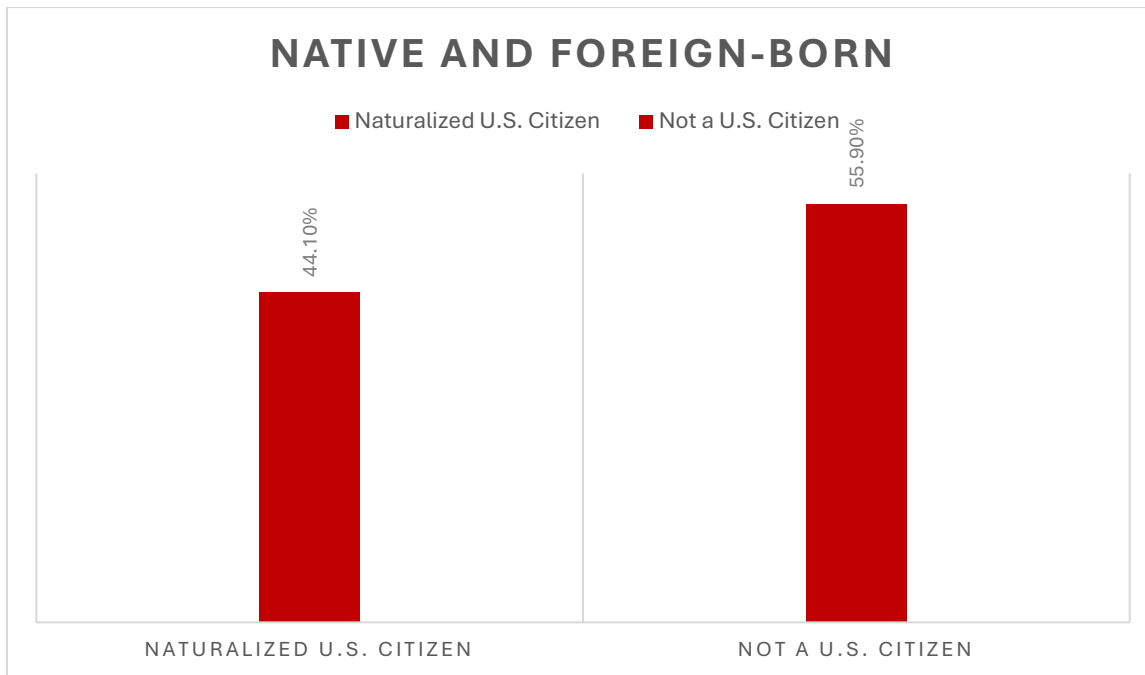
- Overall Disability Rate:
 - 16.6% \pm 3.0% of the population in Port Lavaca has a disability.
 - Comparatively, 12.7% \pm 0.2% of Texas's population has a disability.

Types of Disabilities in Port Lavaca:

1. Hearing Difficulty – 4.7%
2. Vision Difficulty – 6.3%
3. Cognitive Difficulty – 4.5%
4. Ambulatory Difficulty (difficulty walking or climbing stairs) – 10.5% (the highest percentage)
5. Self-care Difficulty (difficulty bathing or dressing) – 2.4% (the lowest percentage)
6. Independent Living Difficulty – 8.7%

The data indicates that ambulatory difficulty is the most prevalent disability in Port Lavaca, followed by independent living difficulty, while self-care difficulty is the least common.

10.5 City of Port Lavaca – Native and Foreign-Born



The image presents data on the foreign-born population in Port Lavaca City, Texas, from the 2020 Census Bureau.

Key Highlights:

- Foreign-Born Population in Port Lavaca:
 - 14.3% \pm 2.1% of the city's population is foreign-born.
 - This is lower than the Texas state average, where 17.9% \pm 0.2% of the population is foreign-born.

Breakdown of the Foreign-Born Population in Port Lavaca:

1. Naturalized U.S. Citizens: 44.1%
 - These individuals have gone through the legal process to become U.S. citizens.
2. Not a U.S. Citizen: 55.9%
 - This group consists of individuals living in the U.S. but without citizenship, which may include permanent residents, visa holders, or undocumented immigrants.

Interpretation:

- The majority of the foreign-born population (55.9%) in Port Lavaca are not U.S. citizens.
- Port Lavaca has a lower percentage of foreign-born residents compared to Texas as a whole.

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:

INFORMATION:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
- To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow
- To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). 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:

