

City of Point Comfort

Notice and Agenda of Regular City Council Meeting

Public Notice is hereby given that the City Council of the City of Point Comfort will meet in a council meeting on **Monday, November 4, 2024**, beginning at **6:30 p.m.** at the Point Comfort City Hall, 102 Jones Street.

1. **Call to Order:**

- a. Quorum Call
- b. Prayer/Moment of Silence
- c. United States Pledge of Allegiance and Texas Pledge of Allegiance

2. **Announcements:**

- a. Mayor's Announcements
- b. City Staff Announcements
- c. City Council Member Announcements

3. **Citizen Communication:** *At this time, the public is invited to address the City Council and speak on any matter not specifically listed for public hearing elsewhere in this Agenda. Please note that the City Council may not deliberate on topics not included on this agenda.*

4. **Reports and Discussion Items:** Items in this section are not expected to require action by city council and are generally for information only. However, all items listed in this section may become Action Items on request of any Council Member, and City Council may take action on any item listed in this section without further notice.

- a. City Staff Reports.
- b. Department Head Reports:
 - i. Utilities/Maintenance
 - ii. Administration
 - iii. Parks & Recreation
 - iv. Streets
 - v. Fire/Police
 - vi. Legal

5. **Action Items:** *City Council will discuss and take any action deemed necessary on items listed in this section, including the adoption of a resolution or Ordinance.*

- a. Consider and take any action to approve minutes of the meetings held October 7, 2024

& October 23, 2024.

- b. Consider and take any action to approve bills for October 2024.
- c. Consider and take any action deemed necessary to adopt the Amended and Restated Water and Wastewater Treatment Plant Operation and Maintenance Agreement with Inframark.
- d. Consider and take any action deemed necessary on renewal of the following leases:
 - Lamar Outdoor Sign - \$1,500.00
 - Lamar Outdoor Sign - \$2,000.00
 - Suite 2 (Hard Hat Cafe) - \$825.00
 - Suite 4 (Clark Construction) - \$540.75
 - Suite 5 (Ganem & Kelly) - \$800.00
 - Suite 6 (Ganem & Kelly) - \$400.00
 - Suite 7 (Comfort Cuts) - \$300.00
 - Suite 8 (Clark Construction) - \$300.00
- e. Consider and approve the Mayor signing letter to allow the City of Point Comfort to participate in a Supplemental Environmental Project known as the Point Comfort Commercial AMI (Project) with Formosa Utility Venture, Ltd. and Formosa Plastics Corporation, Texas.
- f. Review and take any action deemed necessary in regards to Lester Contracting, INC quotes provided by Councilman Warren in regards to the Murrah St. Rehabilitation.

6. **Executive Session.**

- a. The City Council will meet in Executive Session pursuant to Texas Government Code §§ 551.071(2) and 551.087 to confer with its attorney regarding legal matters and to discuss economic development.
- b. Take any action deemed necessary as discussed in closed session.

7. **Adjournment**

Notes:

1. A quorum of the city council will be present at 102 Jones Street, Point Comfort, Texas ("City Council Chambers"), and the city intends to have a quorum present at that location. The Presiding officer of the meeting will be present at City Council chambers, and that location will be open to the public. Other city council members may participate in this meeting by video conference, so long as their face is visible, and their voice audible to members of the public in attendance at City Council Chambers while that member is speaking.
2. Regardless of the agenda heading under which any item is listed, any subject mentioned in any word or phrase of any item listed on this agenda may be deliberated by City Council, and such words or phrases are hereby added as additional subjects to be considered. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject of this meeting also include the regulation of animals, construction, signs, unsafe buildings, floodplains, land development, nuisances, mowing, sanitation, food establishments, manufactured house, itinerant vendors, outdoor sales, water conservation practices, and proposed changes to the City Charter. Any descriptions of property or amounts stated herein are descriptive and not restrictive, and property and amounts may be changed in the motions, actions, or documents without further public notice.
3. In addition to the items listed under "Public Hearings," every item on this agenda shall be considered a public hearing.
4. Any penal ordinance of the City of Point Comfort, or item which is funded by the current or next proposed City of Point Comfort budget, including, without limitation, any park, street, water pipe, sewer, drainage structure, department, employee, contract, capital improvement project, or real property interest of the City of Point Comfort may be discussed and deliberated as a City Administrator's Report, and the subject is hereby defined as such without further notice.

5. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether it is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of City Council. Executive sessions herein are closed meetings, may include consideration of any item otherwise listed on the agenda, plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087. Executive sessions may be held at 102 Jones St. Point Comfort, Texas or such other location as determined by the City Council. This agenda has been reviewed and approved by the City Attorney, and the presence of any subject in the Executive Session portion of this agenda constitutes a written interpretation of Chapter 551 of the Texas Local Government Code by the attorney for the governmental body indicating that said subject may be legally discussed in a closed meeting.

Posted: 10/04/2024 at _____.

Alyssa Le, City Clerk

City of Point Comfort

Minutes of Regular City Council Meeting

Public Notice was given that the City Council of the City of Point Comfort would meet in a council meeting on **Monday, October 7, 2024** beginning at **6:30 p.m.** at the Point Comfort City Hall, 102 Jones Street, Point Comfort, Texas 77978.

Members present:

Stephen Lambden - Mayor
George Hernandez - Councilman
Clint Machicek- Councilman
John Warren - Councilman
Cary Kneupper – Councilman
Lori Sparks - Councilwoman

The following topics were deliberated at the meeting.

1. The meeting was called to order by Mayor Stephen Lambden at 6:30 p.m. The meeting opened with the United States and Texas pledge of allegiance led by Lambden.

2. The Mayor announced that the Fire Department Trunk or Treat will be held on October 26, 2024 from 5:30-8:30 p.m. There were no other announcements from the Mayor, City Staff, or City Council Members.

3. Citizen communication announcements.

- a. Shannon Parker with TDEM spoke in regard to upcoming disaster management class dates, Hazard Mitigation grant from hurricane Beryl has opened. Also informed that FEMA has increased coverage from 75% to 85% with a threshold amount being over 94,900.32.
- b. Tim Weatherby with GrantWorks spoke and introduced himself. Spoke on getting procured in advance and stated that no cost grants would still require contract work with economic development. Stated that Point Comfort has a low to moderate income score for our area which would make us likely to acquire grants after multiple attempts.

4. Reports and Discussion Items:

a. City Administrator Reports: On the repairs to the business center, Jessie is working and H&H is done with their work.

b. Department Head Reports:

i. Utilities/Maintenance –

- Councilman Machicek stated that waterline on 1593 was moved. Also announced the hiring of Brandon Mason as Maintenance Supervisor.

ii. Administration- NO Report

iii. Parks & Recreation-

- Councilman Hernandez stated that the City Pier repairs are nearing completion, work will be done on the handicap spot and that the lighting is on hold till completion. Hernandez stated that two of the big lights on the Alcoa pier will be replaced at the same time as the City Piers will be. Hernandez also requested to have the bbq pits at the park repainted and that he would like to get new benches for the park as well. Stated that he will have the kids train at Trunk or Treat.

iv. Streets-

- Councilman Warren reported that Martin from Lester was to come by to get to get PO for Alamo St job.

v. Fire/Police-

- Police Chief Baxter stated that National Night Out will be Oct. 12th from 6-8pm. Chief also brought up the number of accidents and amount of traffic on FM1593. It was suggested to close the gate at Julia St. that connects to FM1593 and to have a letter sent out to Formosa to inform its employees and staff. 79 calls for service were reported. Mayor Lambden reported that brush truck cover needed.

vi. Legal- NO Report

5. Action Items:

a. A motion was made by Councilman Kneupper and Seconded by Councilman Warren to approve the Regular City Council meeting minutes from September 4, 2024, September 11, 2024, September 18, 2024 & September 25, 2024. The motion was passed and approved by unanimous vote.

b. A motion was made by Councilman Kneupper and seconded by Councilman Hernandez to approve the bills for the month of September 2024. The Motion was passed and approved by unanimous vote.

c. A public hearing was held (7:05 to 7:10) on the request to declare property at 104 Runnels as Substandard. Chief Troy Baxter spoke about the home and its conditions and presented pictures showing how dangerous the property was. Councilman Kneupper agreed that the home is unlivable. Baxter stated that a relative of the owners that are an elderly couple no longer living there has been trying to move into the home despite already being told that it was not livable. Request was made for Substandard Order to be put in place for 60 days to be secured and repaired or will be torn down. If entry has been made law enforcement may forcibly remove per statute.

d. Councilman Kneupper made a motion and Councilman Warren seconded the motion to declare police body cameras and related equipment as surplus and authorize Chief of Police to dispose of same in reasonable manner. The motion was passed and approved by unanimous vote.

e. Councilman Kneupper made a motion and Councilman Warren seconded the motion to deem the address of 104 Runnels as Substandard with order to be put in place for 60 days to be secured and repaired if possible, or will be torn down. If entry has been made law enforcement may forcibly remove. The motion was passed by unanimous vote.

f. A motion was made by Councilman Machicek and seconded by Councilman Kneupper to accept 1 month extension with Inframark with expectation of entering into contract extension at the next regular meeting. The motion was passed and approved by unanimous vote.

g. The Mayor announced council would enter into executive session to consider legal matters and economic development matters. Council entered into closed session at 7:36pm. Council returned to open session at 8:06pm with no action to be taken on items discussed during closed session.

h. Public hearing regarding the adoption of Guidelines and Criteria for Tax Abatement for The City of Point Comfort. (8:08pm) No public response

i. A motion was made by Councilman Kneupper and seconded by Councilman Warren to adopt the Guidelines and Criteria for the Tax abatement for The City of Point Comfort. The motion was passed and approved by unanimous vote.

j. A motion was made by Councilman Kneupper and seconded by Councilman Machicek to adopt a Resolution to participate in Tax Abatement. The motion was passed and approved by unanimous vote.

k. A motion was made by Councilman Machicek and seconded by Councilman Warren to adopt the Resolution authorizing the Sale of Real Property owned by The City of Point Comfort. (The Port Store property) The motion was passed and approved by unanimous vote.

l. Tim Weatherby explained that CDBG has raised its grants to \$750,000 but they are more competitive. He recommended that the City continue to apply to get its name as a seeker of grants. The match is from 2-5%. A motion was made by Councilman Kneupper and seconded by Councilwoman Sparks to adopt the Resolution Authorizing the Award of Administrative/Project Delivery Service Provider Contracts for the 2024-2026 Texas Community Development Block Grant Fund Project. The motion was passed and approved by unanimous vote.

m. A motion was made by Councilman Kneupper and seconded by Councilman Warren to approve the preferred method of billing for LNRA Palmetto Bend Dam Capital Project Funding Safety of Dams Remediation Project. Motion was passed and approved by unanimous vote.

n. A motion was made by Councilman Warren to approve pending replacement of curbs and gutter on the Interlocal Agreement with Calhoun County Precinct 3 on the reconstruction of Murrah St. between Lamar and Jester Street. The motion was seconded by Councilman Machicek. The motion was passed and approved by unanimous vote.

9. Adjournment : A motion was made by Councilman Kneupper and seconded by Councilman Machicek to adjourn the meeting at 8:14pm. The motion was passed and approved by unanimous vote.

Stephen Lambden, Mayor

Attest:

Alyssa Le, City Clerk

City of Point Comfort

Minutes of Special City Council Meeting

Public Notice was given that the City Council of the City of Point Comfort would meet in a special council meeting on **Wednesday, October 23, 2024**, beginning at **6:30 p.m.** at the Point Comfort City Hall, 102 Jones Street, Point Comfort, Texas.

Members present:

Stephen Lambden - Mayor
George Hernandez - Councilman
Clint Machicek- Councilman
John Warren – Councilman
Cary Kneupper-Councilman

Members absent-

Lori Sparks- Councilwoman

The following topics were deliberated at the meeting:

1. The meeting was called to order by Mayor Lambden at 6:30pm.
2. Citizen's Communication. Troy Baxter presented his concerns as a citizen and spoke on behalf of his wife as well about the hiring of a City Administrator. He feels like the position is not legal and not needed, especially at the salary he has heard that the City may be hiring for. He has strong objects to hiring of a City Administrator.
3. Action Items.
 - A. Council entered into closed session at 6:46pm. Council returned to open session at 8:09pm. No action was taken following the closed session.
4. Adjournment. A motion was made by Councilman Warren and seconded by Councilman Kneupper to adjourn the meeting at 8:10pm. The motion was passed and approved by unanimous vote.

Stephen Lambden, Mayor

ATTEST:

Clint Machicek, City Councilman

City of Point Comfort Utility Fund Transaction List by Vendor October 2024

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Bobby Youghblood								
Bill	10/01/2024		Deposit refun...	*Accounts Payable		Move Out Refu...		88.17
Bill Pmt -Check	10/01/2024	6823	Deposit refun...	Cash in Bank		*Accounts Pay...		88.17
Branch Construction Group, LLC								
Bill	10/29/2024		Water System...	*Accounts Payable		Grant Expense...		25,538.10
Bill Pmt -Check	10/30/2024	6838	Water System...	Cash in Bank		*Accounts Pay...		25,538.10
Fenner Technical Service, LLC								
Bill	10/21/2024	5092	WTP-2402	*Accounts Payable		Sewer Dept. M...		1,289.55
Bill	10/30/2024		WTP-2404	*Accounts Payable		Sewer Dept. M...		383.30
Bill Pmt -Check	10/30/2024	6839	WTP-2402	Cash in Bank		*Accounts Pay...		1,289.55
First National Bank								
Liability Check	10/17/2024	Draft	74-6012300	Cash in Bank		-SPLIT-		214.98
Liability Check	10/17/2024	draft	74-6012300	Cash in Bank		-SPLIT-		213.08
Liability Check	10/17/2024	draft	74-6012300	Cash in Bank		-SPLIT-		210.78
Liability Check	10/17/2024	draft	74-6012300	Cash in Bank		-SPLIT-		205.94
Liability Check	10/25/2024	draft	74-6012300	Cash in Bank		-SPLIT-		204.40
Frontier Communications								
Bill Pmt -Check	10/12/2024	6831	361-987-5919...	Cash in Bank		*Accounts Pay...		148.96
Bill	10/15/2024		Act# 361-987...	*Accounts Payable		Sewer Plant Uti...		412.35
Bill Pmt -Check	10/16/2024	6826	Act# 361-987...	Cash in Bank		*Accounts Pay...		412.35
Gexa Energy								
Bill	10/12/2024		Act# 91827-2 ...	*Accounts Payable		-SPLIT-		3,181.40
Bill Pmt -Check	10/12/2024	6832	Act# 91827-2 ...	Cash in Bank		*Accounts Pay...		3,181.40
Inframark, LLC								
Bill	10/01/2024	134434	Customer ID#...	*Accounts Payable		-SPLIT-		39,242.87
Bill Pmt -Check	10/16/2024	6827	Customer ID#...	Cash in Bank		*Accounts Pay...		39,242.87
Bill Pmt -Check	10/30/2024	6840	Customer ID#...	Cash in Bank		*Accounts Pay...		39,242.87
Lavaca-Navidad River Authority								
Bill	10/16/2024		CUSTOMER ...	*Accounts Payable		-SPLIT-		3,591.21
Bill	10/16/2024		CUSTOMER ...	*Accounts Payable		-SPLIT-		4,441.69
Bill Pmt -Check	10/16/2024	6828		Cash in Bank		*Accounts Pay...		8,032.90
Lynn Engineering, LLC								
Bill	10/29/2024		Water Distribu...	*Accounts Payable		WTP-Maintena...		5,500.00
Bill Pmt -Check	10/30/2024	6841	Water Distribu...	Cash in Bank		*Accounts Pay...		5,500.00
Marissa Almanzar								
Bill	10/01/2024		Deposit refun...	*Accounts Payable		Move Out Refu...		70.24
Bill Pmt -Check	10/01/2024	6824	Deposit refun...	Cash in Bank		*Accounts Pay...		70.24
Mercer Construction Co.								
Bill	10/16/2024	05014	Job # 505.456...	*Accounts Payable		Maint Contract ...		12,800.00
Bill Pmt -Check	10/16/2024	6830	Job # 505.456...	Cash in Bank		*Accounts Pay...		12,800.00
Odessa Pumps & Equipment								
Bill Pmt -Check	10/01/2024	6825		Cash in Bank		*Accounts Pay...		16,203.88
PVS DX, INC								
Bill	10/01/2024	05701...	Customer # 0...	*Accounts Payable		Sewer Dept Ch...		362.44
Bill Pmt -Check	10/12/2024	6833	Customer # 0...	Cash in Bank		*Accounts Pay...		170.00
Bill Pmt -Check	10/16/2024	6829	Customer # 0...	Cash in Bank		*Accounts Pay...		362.44
Republic Services #847								
Bill Pmt -Check	10/12/2024	6834	ACT # 3-0847 ...	Cash in Bank		*Accounts Pay...		11,050.20

City of Point Comfort Utility Fund
Transaction List by Vendor
October 2024

Type	Date	Num	Memo	Account	Cir	Split	Debit	Credit
Thornton, Musso & Bellemin Bill	10/01/2024	24-5243	Inv # 24-5243	*Accounts Payable		WTP Chemicals		2,050.00
Bill Pmt -Check	10/12/2024	6835	Inv # 24-5243	Cash in Bank		*Accounts Pay...		2,050.00
U.S. Postal Service Bill	10/30/2024		November 20...	*Accounts Payable		Cards/Postage...		154.00
Bill Pmt -Check	10/30/2024	6842	November 20...	Cash in Bank		*Accounts Pay...		154.00

City of Point Comfort General Fund
Transaction List by Vendor
October 2024

9:30 AM
11/01/24

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Ace Hardware								
Bill Pmt -Check	10/01/2024	27676	PO # P-2402 ...	General Fund		*Accounts Pay...		56.14
Bill	10/10/2024	192978	PO # P-2402 ...	*Accounts Payable		Parks Supplies		56.14
Bill	10/21/2024	193245	PO # EQ-240 ...	*Accounts Payable		Equipment		44.94
Bill	10/29/2024	193445	PO # P-2403 ...	*Accounts Payable		Equipment		83.94
Bill	10/30/2024	193461	PO # P-2403 ...	*Accounts Payable		Equipment		417.84
Bill Pmt -Check	10/30/2024	27719		General Fund		*Accounts Pay...		546.72
Alyssa Le								
Bill	10/07/2024		TML Conferen...	*Accounts Payable		Employee Trai...		390.18
Bill Pmt -Check	10/07/2024	27672	TML Conferen...	General Fund		*Accounts Pay...		390.18
Aracely Munoz								
Bill	10/01/2024		Community C...	*Accounts Payable		Auditorium Dep...		75.00
AT&T Mobility								
Bill Pmt -Check	10/01/2024	27677	Act No. 28729...	General Fund		*Accounts Pay...		504.94
Brandon Mason*								
Bill	10/29/2024		Reimburseme...	*Accounts Payable		Pool Utilities		26.99
Bill	10/29/2024		Reimburseme...	*Accounts Payable		Pool Utilities		60.00
Bill Pmt -Check	10/30/2024	27720		General Fund		*Accounts Pay...		86.99
Brandon Smithwick								
Bill	10/15/2024		Community C...	*Accounts Payable		Auditorium Dep...		75.00
Bill Pmt -Check	10/15/2024	27695	Community C...	General Fund		*Accounts Pay...		75.00
Calhoun County Sheriffs Dept.								
Bill	10/01/2024		Inmate fees	*Accounts Payable		Training & Inve...		220.00
Bill Pmt -Check	10/01/2024	27678	Inmate fees	General Fund		*Accounts Pay...		220.00
Cintas Corporation								
Bill Pmt -Check	10/01/2024	27679	Inv #4205513...	General Fund		*Accounts Pay...		106.15
Bill	10/02/2024	42069...	Inv #4206961...	*Accounts Payable		Administration ...		90.27
Bill	10/09/2024	42076...	Inv #4207680...	*Accounts Payable		Administration ...		90.27
Bill	10/16/2024	42084...	Inv #4208406...	*Accounts Payable		Administration ...		110.93
Bill Pmt -Check	10/23/2024	27699		General Fund		*Accounts Pay...		181.76
Bill	10/23/2024	42091...	Inv #4209126...	*Accounts Payable		Administration ...		110.93
Bill Pmt -Check	10/30/2024	27721	Inv #4207680...	General Fund		*Accounts Pay...		90.27
City of Point Comfort								
Bill Pmt -Check	10/01/2024	27680	Municipal Cou...	General Fund		*Accounts Pay...		84.56
Bill	10/15/2024		Municipal Cou...	*Accounts Payable		Municipal Cour...		84.56
CivicPlus, LLC								
Bill	10/01/2024	312306	Municode Ad...	*Accounts Payable		City Hall Utilities		585.20
Bill Pmt -Check	10/01/2024	27681	Municode Ad...	General Fund		*Accounts Pay...		585.20
Bill Pmt -Check	10/23/2024	27700	Municode Ad...	General Fund		*Accounts Pay...		239.40
Diamond Inspections								
Bill	10/13/2024		V-2401	*Accounts Payable		Maintenance of...		7.00
Bill Pmt -Check	10/23/2024	27701	V-2401	General Fund		*Accounts Pay...		7.00
DISA								
Bill	10/15/2024	2653451	City of Point C...	*Accounts Payable		City Hall Suppli...		60.50

City of Point Comfort General Fund
Transaction List by Vendor
October 2024

9:30 AM
11/01/24

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
First National Bank								
Liability Check	10/17/2024	draft	74-6012300	General Fund		-SPLIT-		1,383.54
Liability Check	10/17/2024	draft	74-6012300	General Fund		-SPLIT-		2,327.62
Liability Check	10/17/2024	draft	74-6012300	General Fund		-SPLIT-		1,282.66
Liability Check	10/17/2024	draft	74-6012300	General Fund		-SPLIT-		3,212.20
Liability Check	10/17/2024	draft	74-6012300	General Fund		-SPLIT-		168.32
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,086.76
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,742.60
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,184.14
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		2,939.50
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,129.04
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		2,498.14
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,260.28
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		156.86
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		2,438.54
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,281.04
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		3,215.90
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		168.32
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		3,211.34
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		3,556.18
Liability Check	10/18/2024	draft	74-6012300	General Fund		-SPLIT-		1,481.64
Liability Check	10/25/2024	draft	74-6012300	General Fund		-SPLIT-		3,660.44
Frontier Communications								
Bill	10/23/2024		10/07/2024-1...	*Accounts Payable		-SPLIT-		1,141.66
Bill Pmt -Check	10/23/2024	27702	10/07/2024-1...	General Fund		*Accounts Pay...		1,141.66
Gexa Energy								
Bill	10/12/2024		Acct # 91827-...	*Accounts Payable		-SPLIT-		3,062.61
Bill Pmt -Check	10/23/2024	27703	Acct # 91827-...	General Fund		*Accounts Pay...		3,062.61
Golden Crescent Regional Planning Commiss								
Bill	10/16/2024	8066	Invoice# 8066...	*Accounts Payable		Memberships		350.00
Bill Pmt -Check	10/23/2024	27704	Invoice# 8066...	General Fund		*Accounts Pay...		350.00
Guif Coast Paper								
Bill	10/16/2024	2583940	CUST # 01/00...	*Accounts Payable		Warehouse Su...		120.20
Home Depot Credit Services								
Bill	10/23/2024		Acct# 603532...	*Accounts Payable		Warehouse- To...		34.39
Bill Pmt -Check	10/23/2024	27705	Acct# 603532...	General Fund		*Accounts Pay...		34.39
Isabel Soils								
Bill	10/07/2024		TML Conferen...	*Accounts Payable		Employee Trail...		390.18
Bill Pmt -Check	10/07/2024	27673	TML Conferen...	General Fund		*Accounts Pay...		390.18
Jaime Acosta								
Bill Pmt -Check	10/01/2024	27682	City Pier 5 / I...	General Fund		*Accounts Pay...		4,480.00
Bill Pmt -Check	10/03/2024	27661	City Pier 6 / I...	General Fund		*Accounts Pay...		14,500.00
Bill	10/05/2024	936	City Pier 5 / I...	*Accounts Payable		Pier Capital Ou...		3,480.00
Bill	10/12/2024	937	City Pier 5 / I...	*Accounts Payable		Pier Capital Ou...		4,480.00
Bill	10/16/2024	938	City Pier 7 / I...	*Accounts Payable		Pier Capital Ou...		2,480.00
Bill Pmt -Check	10/23/2024	27706		General Fund		*Accounts Pay...		5,960.00
James Teleco								
Bill	10/18/2024	39601	Contract 1666...	*Accounts Payable		City Hall Utilities		99.50

City of Point Comfort General Fund Transaction List by Vendor October 2024

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Jesse Ramirez Painting								
Bill	10/09/2024		Draw 2 for pai...	*Accounts Payable		Shopping Cent...		2,000.00
Bill	10/09/2024		Draw 3 for pai...	*Accounts Payable		Shopping Cent...		2,000.00
Bill	10/09/2024		Draw 4 for pai...	*Accounts Payable		Shopping Cent...		2,000.00
Bill Pmt -Check	10/09/2024	27669	Draw 2 for pai...	General Fund		*Accounts Pay...		2,000.00
Bill Pmt -Check	10/09/2024	27670	Draw 3 for pai...	General Fund		*Accounts Pay...		2,000.00
Bill Pmt -Check	10/09/2024	27671	Draw 4 for pai...	General Fund		*Accounts Pay...		2,000.00
Johnny Warren								
Bill	10/07/2024		TML Conferen...	*Accounts Payable		Council Expen...		390.80
Bill Pmt -Check	10/07/2024	27674	TML Conferen...	General Fund		*Accounts Pay...		390.80
Karena Mendez								
Bill	10/15/2024		Community C...	*Accounts Payable		Auditorium Dep...		75.00
Bill Pmt -Check	10/15/2024	27696	Community C...	General Fund		*Accounts Pay...		75.00
Kathy Trevino Perez								
Bill Pmt -Check	10/01/2024	27683	September-O...	General Fund		*Accounts Pay...		800.00
Bill Pmt -Check	10/11/2024	980221	September-O...	*Accounts Payable		Auditorium Mai...		800.00
Kologik LLC								
Bill	10/15/2024	INV-1...	INV-10647	*Accounts Payable		Police Dept. C...		1,200.00
Bill Pmt -Check	10/30/2024	27722	INV-10647	General Fund		*Accounts Pay...		1,200.00
Local IT Solutions								
Bill	10/01/2024	2125	INV 2125	*Accounts Payable		IT Tech		696.00
Bill Pmt -Check	10/23/2024	27707	INV 2125	General Fund		*Accounts Pay...		696.00
Lort Sparks								
Bill	10/07/2024		TML Conferen...	*Accounts Payable		Conventions		390.18
Bill Pmt -Check	10/07/2024	27675	TML Conferen...	General Fund		*Accounts Pay...		390.18
McCreary, Veselka, Bragg & Allen								
Bill	10/01/2024	27684	CC Appraisal ...	*Accounts Payable		-SPLIT-		1,139.40
Bill Pmt -Check	10/01/2024		CC Appraisal ...	General Fund		*Accounts Pay...		1,139.40
Office Systems Center								
Bill	10/07/2024	37617...	Agreement # ...	*Accounts Payable		City Hall Suppli...		1,112.37
Bill Pmt -Check	10/23/2024	27708	Agreement # ...	General Fund		*Accounts Pay...		1,112.37
OMNIBASE								
Bill	10/01/2024		PS ID# 10102...	*Accounts Payable		Municipal Cour...		108.00
Bill Pmt -Check	10/30/2024	27723	PS ID# 10102...	General Fund		*Accounts Pay...		108.00
Palacios Marine Industrial								
Bill	10/25/2024	24162...	P-2306	*Accounts Payable		Park Maintena...		1,299.00
Pitney Bowes Purchase Power								
Bill Pmt -Check	10/01/2024	27685	ACCT 8000-9...	General Fund		*Accounts Pay...		201.00
Port Lavaca Collision Center, Inc								
Bill	10/01/2024	2732	Inv. # 2732	*Accounts Payable		Patorl Car Mai...		245.00
Bill Pmt -Check	10/23/2024	27709	Inv. # 2732	General Fund		*Accounts Pay...		245.00
Port Lavaca Wave								
Bill Pmt -Check	10/01/2024	27686	Acct No. 0560	General Fund		*Accounts Pay...		664.75
Pyro Shows of Texas, INC.								
Bill	10/15/2024	24TX0...	Invoice# 24TX...	*Accounts Payable		Fireworks		5,750.00
Bill Pmt -Check	10/23/2024	27710	Invoice# 24TX...	General Fund		*Accounts Pay...		5,750.00

City of Point Comfort General Fund Transaction List by Vendor October 2024

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Quality Hot Mix, Inc.								
Bill	10/03/2024	29072	29072	*Accounts Payable		Street Mainten...		1,078.24
Bill	10/03/2024	29071	29071	*Accounts Payable		Street Mainten...		1,188.15
Bill Prnt -Check	10/23/2024	27711		General Fund		*Accounts Pay...		2,266.39
Quill Corporation								
Bill Prnt -Check	10/01/2024	27687	C480505	General Fund		*Accounts Pay...		38.99
Bill	10/09/2024	41003...	INV #41003350	*Accounts Payable		City Hall Suppli...		127.97
Bill Prnt -Check	10/30/2024	27724	C480505	General Fund		*Accounts Pay...		127.97
Roberts, Odefey, Witte & Wall, L.L.P.								
Bill Prnt -Check	10/01/2024	27688	ACCOUNT N...	General Fund		*Accounts Pay...		13,453.50
Bill	10/07/2024	1491	ACCOUNT N...	*Accounts Payable		-SPLIT-		13,453.50
Southern Software								
Bill	10/16/2024	27698	City of Point C...	*Accounts Payable		Police Dept. C...		10,948.50
Bill Prnt -Check	10/16/2024	27698	City of Point C...	General Fund		*Accounts Pay...		10,948.50
Sparklight								
Bill Prnt -Check	10/01/2024	27689	ACT# 127763...	General Fund		*Accounts Pay...		117.81
Bill	10/02/2024		ACT# 127763...	*Accounts Payable		Police Dept. Uti...		117.81
Bill	10/15/2024		ACT# 100904...	*Accounts Payable		Police Dept. Uti...		90.86
Bill Prnt -Check	10/15/2024	27697	ACT# 100904...	General Fund		*Accounts Pay...		90.86
Bill	10/23/2024		ACT# 101009...	*Accounts Payable		City Hall Utilities		377.84
Bill Prnt -Check	10/23/2024	27712	ACT# 101009...	General Fund		*Accounts Pay...		377.84
Steven Rozas								
Bill	10/01/2024		Reimburseme...	*Accounts Payable		Municipal Cour...		300.00
Sububan Propane								
Bill Prnt -Check	10/23/2024	27713	Invoice#7922-...	General Fund		*Accounts Pay...		90.00
Sun Coast Resources, Inc.								
Bill Prnt -Check	10/01/2024	27690	INV 97588113	General Fund		*Accounts Pay...		1,861.04
Bill	10/21/2024	97644...	INV 97644849...	*Accounts Payable		Gas & Oil City ...		2,442.26
Bill	10/21/2024	97582...	INV 97582259...	*Accounts Payable		Gas & Oil City ...		855.08
Texas Child Support Disbursement Unit								
Bill Prnt -Check	10/01/2024	27691	Case #00145...	General Fund		*Accounts Pay...		1,922.76
Bill	10/15/2024		Case #00145...	*Accounts Payable		-SPLIT-		1,922.76
Bill	10/22/2024		Case #00145...	*Accounts Payable		Child Support		961.38
Bill Prnt -Check	10/23/2024	27714	Case #00145...	General Fund		*Accounts Pay...		961.38
Third Coast Distributing, LLC								
Bill Prnt -Check	10/01/2024	27692	EQ-2231	General Fund		*Accounts Pay...		655.50
Bill	10/02/2024	034562	EQ-2402	*Accounts Payable		Gas & Oil Equi...		415.02
Bill	10/14/2024	035227	EQ-2404	*Accounts Payable		Maintenance o...		240.48
Bill	10/22/2024	035735	EQ-2404	*Accounts Payable		Maintenance o...		379.98
Bill Prnt -Check	10/23/2024	27715	EQ-2404	General Fund		*Accounts Pay...		379.98
TML Intergovernmental Risk Pool								
Bill	10/23/2024		Contract # 90...	*Accounts Payable		Accounts Paya...		43,033.76
Bill Prnt -Check	10/23/2024	27716	Contract # 90...	General Fund		*Accounts Pay...		43,033.76
USA BlueBook								
Bill Prnt -Check	10/01/2024	27693	INV00486853 ...	General Fund		*Accounts Pay...		706.81
Bill	10/07/2024	INV00...	INV00506508 ...	*Accounts Payable		Warehouse- To...		1,170.03
Bill Prnt -Check	10/23/2024	27717	INV00506508 ...	General Fund		*Accounts Pay...		1,170.03
V Whitaker Enterprises LLC								
Bill Prnt -Check	10/01/2024	27694	15983 / Audit...	General Fund		*Accounts Pay...		150.00

**AMENDED AND RESTATED WATER AND WASTEWATER TREATMENT PLANT
OPERATION AND MAINTENANCE AGREEMENT**

This Amended and Restated Water and Wastewater Treatment Plant Operation and Maintenance Agreement (the "Agreement") is made this 4th day of _____ November, 2024, between:

- 1) **CITY OF POINT COMFORT, TEXAS**, a municipal corporation with its principal place of business at 102 Jones, Point Comfort, Texas 77978 (hereinafter the "Client"); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Operator")

BACKGROUND

Client and Operator entered into a Water and Wastewater Treatment Plant Operation and Maintenance Agreement on September 9, 2019 (the "Original Agreement") whereby Operator would provide operation and maintenance services required for the Client's water and wastewater treatment facilities as set forth in Schedule 5 attached to this Agreement ("Facilities").

Client and Operator now desire to amend and restate the Original Agreement as provided herein.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

This Agreement shall commence on October 1, 2024 ("Commencement Date") and shall remain in full force and effect for five (5) years from the Commencement Date ("Initial Term") unless terminated earlier under Section 5 below. After the Initial Term, the Agreement shall be automatically renewed for successive ~~five-one (51)~~ year periods unless terminated in writing by either party at least sixty (60) days prior to the expiration of the then current term.

2) OPERATOR'S SERVICES

- 2.1. Operator, in regard to the Facilities, shall provide the services as set forth in Schedule 1 attached to this Agreement (the "Services").
- 2.2. Operator shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Budget (which Annual Repair and Maintenance Budget shall be included in the Annual Compensation). Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Budget. If, at any point during an Agreement Year, the actual Annual Maintenance Expenditures incurred to that point exceed the Annual Repair and Maintenance Budget, the Operator will invoice the Owner for the excess cost in accordance with Section 4.6 and will continue to invoice any additional Annual Maintenance Expenditures on a monthly basis thereafter. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Repair and Maintenance Budget with a period of sixty (60) days following each anniversary of the Commencement Date.
- 2.3 Except in the case of an Emergency Event, Operator shall obtain the prior written approval of the Client for any single maintenance-related expense which shall cost more than Three Thousand dollars (\$3,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action related thereto, without the Municipality's prior approval. Any costs incurred during the Emergency shall be included in

the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval.

- 2.4. Operator may perform additional services or Corrective Maintenance beyond the Services specified in Section 2.1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.
- 2.5. Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Client's rejection of or refusal to implement the recommended Capital Improvement or operational changes, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.
- 2.6. Operator shall:
 - 2.6.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.
 - 2.6.2. Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits;
 - 2.6.3. Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law, the Client's Permits. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of Applicable Law and the Client's Permits;
 - 2.6.4. Subject to the limitations in Section 3, below, perform the routine maintenance tasks in Schedule 1;
 - 2.6.5. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies;
 - 2.6.6. Dispose of Process Residue either at an approved landfill or at an approved land application site designated and made available by the Client. Title and ownership of Process Residue shall remain with the Client notwithstanding such services by the Operator; and
 - 2.6.7. Provide emergency response services for the Facilities twenty-four hours a day, seven days a week.

- 2.7. The Operator shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Client after the Commencement Date. In addition, the Operator shall assist the Client in enforcing the warranties and guarantees, if any, for existing equipment used in connection with the operation of the Facilities. Under no circumstances shall the Operator's obligations hereunder include any express or implied warranties with respect to all Facilities equipment. OPERATOR SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED IN CONNECTION WITH THE SERVICES HEREUNDER AND OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY BREACH OF GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, BY ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT OR MATERIALS PURCHASED FOR THE CLIENT UNDER THIS AGREEMENT. OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

3) CLIENT OBLIGATIONS

3.1. Client shall:

- 3.1.1. Obtain and maintain, with Operator's assistance, all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits;
- 3.1.2. Arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facilities, including electricity, water, gas and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the Baseline Conditions as set forth in Schedule 6; v) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions as set forth in Schedule 6; vi) all costs attributable to the transportation and disposal of Process Residue; vii) all Capital Improvements; viii) the costs incurred by Operator in responding to an Emergency Event; and ix) all costs related to delivery to and consumption of chemicals to provide the Services.
- 3.1.3. Comply with Applicable Law, with the assistance of Operator, relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- 3.1.4. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the

Operator;

- 3.1.5. Maintain all sewer lines, pipes, force mains, and all other water transportation lines ("Client Lines"), that are not part of the Facilities under Operator's control, in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of water or infiltration or inflow of storm water from such Client Lines;
 - 3.1.6. To the extent it has been informed it is responsible to do so, perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and
 - 3.1.7. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities.
- 3.2. Client shall be responsible for all grass cutting and other landscaping for the Client's property; however, the Operator may perform grass cutting and other landscaping duties occasionally to assist Client upon mutual agreement of the parties. Client shall provide Operator access to and use of Client's equipment necessary to perform such grass cutting and landscaping.

4) FEES AND PAYMENT

- 4.1. For the period beginning on the date that Operator commences Services under Section 2 above and as set forth in Schedule 1, Client shall pay Operator the Annual Compensation as set out in Schedule 4. The Annual Compensation for the first Agreement Year shall be \$494,244.09. Client shall pay the Annual Compensation in equal monthly installments, which for the first Agreement Year shall be \$41,187.01. The Annual Compensation shall be due, in advance, on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice.
- 4.2. Operator shall issue the Client a \$20,000.00 credit against the Base Fee monthly payment hereunder; such credit is to assist the Client in the cost of implementing telemetry to the Client's water tower that will provide feedback on tower level and alarm for low water situations. Operator shall issue this credit against the Base Fee once the telemetry project is completed.
- 4.3. Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within thirty (30) days from the date of said invoice. If Client does not properly raise a dispute with an invoice within thirty (30) days from the date of said invoice, any such disputes will be waived.
- 4.4. On each and every Adjustment Date, the Annual Compensation will be increased as set forth in Section 2 of Schedule 4. In no event will the Annual Compensation be reduced.
- 4.5. Any and all late payments due to either party from the other party shall accrue interest at a rate of one and one-half percent (1½ %) per month from the original due date and until payment is received, unless waived by agreement.

- 4.6. Client shall reimburse or compensate the Operator for the costs that exceed the Annual Repair and Maintenance Budget plus an administrative fee of 15% of the cost thereof. Client shall pay the Operator such amounts within 30 days of issuance of an invoice by Operator. Client shall reimburse or compensate the Operator for the costs that exceed the Annual Repair and Maintenance Budget within 30 days of issuance of an invoice by Operator. Any portion of the Annual Repair and Maintenance Budget that has not been spent at the end of each Agreement Year will be credited to Client against the Base Fee in the subsequent Agreement Year.
- 4.7. In the event of a change in the Services or Change in Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by the Operator.

5) TERMINATION

- 5.1. Client may terminate this Agreement for any reason by giving Operator 30 days advance notice. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days, or thirty (30) days for failure to pay an undisputed invoice when due (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.
- 5.2. If funds are not appropriated for the services provided under this Agreement in the Client's new fiscal year budget, this Agreement shall automatically terminate at the end of the Client's fiscal year. Client shall provide immediate notice if it does not approve a budget that includes sufficient funds for the services provided under this Agreement, or should the Client fail to approve funds for the services provided under this Agreement for any reason and the date of termination.
- 5.3. In the event of the termination of this Agreement under Section 5.1 or 5.2 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination, plus the balance of unamortized costs incurred by Operator as reflected on Operator's financial statements, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims

against Operator by Client and a release by Client of any and all further claims against Operator. Client shall make payment within thirty (30) days of the date of termination.

6) FINES, INDEMNIFICATION AND LIMITATION

- 6.1. In the event that water and wastewater treatment violations occur following the Commencement Date, subject to Sections 6.2 and 9.7, Operator shall, in respect of violations that may be imposed by environmental regulatory bodies under Applicable Law and to the extent directly attributable to Operator's breach of its contractual obligations hereunder, be responsible for: environmental regulatory fines and penalties. Prior to settlement or payment of any such fines or penalties, Operator reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise. Operator shall provide Client with prompt notice of any such water or wastewater treatment violations.
- 6.2. If the Facilities loading exceed its design parameters or if influent contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result.
- 6.3. TO THE EXTENT ALLOWED BY TEXAS LAW, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.
- 6.4. Operator is not liable for any liabilities resulting from the collection system for the Facilities unless such liabilities are the result of Operator's negligent direct actions.
- 6.5. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.
- 6.6. In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for indemnification under Section 6.3, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the

insurance policies required hereunder, including claims by Client for indemnification, Operator's liability to Client shall not exceed an aggregate amount equal to the Base Fee in effect during the Agreement Year in which such cause of action and/or claim is raised.

- 6.7. Operator shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions:
- 6.8. Under no circumstances shall Operator be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives, except in the event that Client accepted Operator's recommendation on a path forward.
- 6.9. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.
- 6.10. The parties acknowledge that a Change in Law may affect compliance with Operator's obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, the Operator shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind unless specifically agreed to in writing.

7) INSURANCE

- 7.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:
 - 7.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - 7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - 7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000).
- 7.2. Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by Client arising as a result of Client's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to Client's proportionate degree of negligence or fault.

- 7.3. Operator shall provide Client with ten (10) days' notice prior to cancellation of any policy hereunder.
- 7.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.
- 7.5. Client warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

8) DISPUTES

- 8.1 ~~Except in the 30-day termination provided for in paragraph 5.1, in the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service Presiding Judge of the Calhoun County State District Courts to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities.~~
- 8.2 ~~If the parties are unable to resolve any disputes in accordance with 8.1 above, either party may proceed to judicial proceedings in the State District Courts of Calhoun County, Texas, request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.~~

9) MISCELLANEOUS

- 9.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 9.2. This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement; for the avoidance of doubt, this Agreement shall supersede and replace the Original Agreement.
- 9.3. The parties may only modify this Agreement by a written amendment signed by both parties.
- 9.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 9.5. During the term of this Agreement, the parties agree to not actively recruit one another's employees, specifically, those working for the Client and those employees working for Operator to provide the Services hereunder. Should either party like to discuss employment

opportunities with the other's employees, the parties agree to communicate their desire with the appropriate manager of the other party, and such request shall not be unreasonably withheld.

- 9.6. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. Additionally, any sale, assignment, or transfer by the Client in its rights in, or right to use, the Facilities shall be subject to Operator's right to perform the Services under this Agreement.
- 9.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 2. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.
- 9.8. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 9.9. In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.
- 9.10. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:
- | | |
|---|---|
| Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Dennis Burrell | City of Point Comfort, Texas
102 Jones
Point Comfort, Texas 77978
ATTN: Stephen Lambden |
| With copy to: | With copy to: |
| Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Legal Department | Roberts, Odefey, Witte & Wall, LLP
2206 State Highway 35 N
Port Lavaca, Texas 77979
ATTN: Carly Wall |
- 9.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.
- 9.12. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party.
- 9.13. Defined terms in this Agreement are set out in Schedule 2 or within the main body of this Agreement, capitalized or within quotation marks.
- 9.14. Should any part of this Agreement for any reason be declared invalid or void, such

declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

- 9.15. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- 9.16. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

CITY OF POINT COMFORT, TEXAS

INFRAMARK, LLC

By: Stephen Lambden
Title: Mayor
Date:

By: Dennis Burrell
Title: Vice President, Central Region
Date:

Schedule 1: Operator's Services

1. Operator's services for the Facilities include:
 - a) Production of treated water as reasonably necessary to meet demand for water by the Municipality's customers, as well as using reasonable efforts to maintain full water storage capacity levels in all water storage facilities in the distribution system;
 - b) Routine preventive maintenance of the Facilities;
 - c) Repair and replacement of the Facilities' equipment
 - d) Laboratory testing and analysis; and
 - e) Preparation and prompt delivery of all applicable and required filings, including reports, to Municipality and to regulatory agencies as prescribed by Applicable Law; and
 - f) Manage the disposal of Process Residue in accordance with Applicable Law.
2. Unless otherwise agreed, the Operator shall provide labor, tools, and materials.
3. Routine preventive maintenance shall include;
 - a) Routine preventive maintenance in accordance with Operator's experience, acceptable industry practice and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
 - b) Routine preventive maintenance in accordance with manufacturer's specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
 - c) Cleaning and lubricate equipment;
 - d) Making equipment inspections and needed adjustments;
 - e) Performing building and grounds janitorial service for the Facilities and cleaning of all equipment and vehicles;
 - f) Performing plumbing and electrical maintenance;
 - g) Maintaining vehicles and light duty service trucks necessary for daily operations;
 - h) Maintaining all of the Facilities' instrumentation, including instrumentation provided to the Operator by the Municipality under this Agreement; and
 - i) Scheduling and tracking all preventative and corrective maintenance and spare parts

4. In addition to the Facilities, the Operator shall manage the Municipality's water distribution sampling as follows:
 - a) Providing certified personnel as required by TCEQ;
 - b) Visiting designated sites throughout the system on a daily basis for chlorine residual testing;
 - c) Completing required laboratory water sample forms;
 - d) Monthly bacteriological samples;
 - e) Performing various testing for determination of water quality including, total and free chlorine residuals, free ammonia and monochloramine residuals, nitrate and nitrite levels, and other tests required for process control;
 - f) Performing chlorite and chlorate sampling;
 - g) Performing lead and copper sampling;
 - h) Documenting analysis testing results onto pre-printed laboratory bench sheets;
 - i) Maintaining communication and relay pertinent information regarding water quality issues for immediate corrective attention as needed; and
 - j) Filing and saving information obtained as required for availability upon request.
5. Operator shall check Lift Station 1 and Lift Station 2 set forth in Schedule 5 at least three (3) times per week; such check include a visual inspection of the wet well for any blockages or debris and manual operation of the pumps in Lift Station 1 and Lift Station 2 to ensure they cycle.

Schedule 2: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

"Adjustment Date" means each anniversary of the Commencement Date.

"Agreement Year" means the consecutive twelve (12) month period that begins on the Commencement Date, and each subsequent consecutive twelve (12) month period that begins on each anniversary of the Commencement Date.

"Annual Compensation" is defined as Operator's Base Fee rendered under this Agreement and as set forth in Schedule 4 and the Annual Repair and Maintenance Budget as defined herein and set forth in Schedule 4.

"Annual Maintenance Expenditures" is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its maintenance responsibilities as provided in Schedule 1 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Fee hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's costs (excluding overtime costs) and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate. As stated hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds Three Thousand dollars (\$3,000.00) shall be subject to the Owner's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

"Annual Repair and Maintenance Budget" is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount in Schedule 4 for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be increased on each Adjustment Date by the Price Index Increase.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client's raw and finished water.

"Base Fee" is defined as Operator's base compensation for its performance of the Services. The Base Fee does not include the Annual Repair and Maintenance Budget.

"Baseline Conditions" means the amount of raw water received and/or processed at the Facilities and the maximum pollutant limits contained in such raw water. The Baseline Conditions as set forth in Schedule 6 shall be reset and adjusted on each and every Adjustment Date to reflect the actual raw water amount and pollutants processed at the Facilities during the Agreement Year just ended.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds.

"Change in Law" means the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Operator to operate the Facilities in accordance with this Agreement and Applicable Law; or (b) an increase to the cost of managing, operating, or maintaining the Facilities in accordance with this Agreement and Applicable Law; or (c) a material and adverse effect on the scope of the Operator's liabilities or obligations under this Agreement:

- (i) There is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed by Operator; or
- (ii) There is passed or promulgated any amendment to, or change in any federal, state, or other local law, statute, ordinance, rule, or regulation (including any applicable sales tax regulation) following the date of this Agreement; or
- (iii) Following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any Applicable law relating to the operation or maintenance of the Facilities or the health and safety of the Operator's employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or
- (iv) After the execution of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial, or failure of renewal of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration, or any similar state agency.

"Client's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

"Corrective Maintenance" is defined as maintenance work which involves the repair or replacement of components which are failing or have failed. These are tasks that required a trained maintenance technician using a variety of tools including specialized tools.

"Emergency Event" means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others.

"Facilities" means the water treatment plant, water distribution system, and all associated facilities as described in Schedule 5 to this Agreement.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"Price Index" means the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"Price Index Increase" means the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation.

"Process Residue" means grit, screenings and sludge generated by or through the operation of the Facilities.

"Routine Preventative Maintenance" is defined as inspections and adjustments performed on equipment at regular intervals. Included are daily, weekly, monthly, quarterly, semi-annual, etc. inspections during which minor maintenance tasks such as lubrication, adjustments, filter replacement, calibrations, and cleaning are carried out.

DRAFT

Schedule 3: Client's Permits

DRAFT

Schedule 4: Annual Base Fee and Compensation Formula

1) Annual Compensation:

Annual Repair and Maintenance Budget in the first year of this agreement will be: \$48,973.19.

Base Fee in the first year of this agreement will be: \$445,270.91.

Annual Compensation in the first year of this agreement will be: \$494,244.09.

Annual Compensation will be payable in twelve (12) equal monthly installments of: \$41,187.01.

2) Compensation formula

On each and every Adjustment Date, the Annual Compensation will be increased by the Price Index.

The following formula will be used to determine the increase in Annual Compensation on each Adjustment Date:

$$AAF = AF_0 \times [P_1 / P_0]$$

where:

AAF = Annual Adjusted Fee (new Annual Compensation) for the upcoming Agreement Year

AF₀ = Annual Fee (Annual Compensation) for the Agreement Year just ended

P₁ = Price Index in effect as of the month of the current Adjustment Date

P₀ = Price Index in effect as of the month of the prior Adjustment Date

With respect to the first Adjustment Date, P₀ shall be the Price Index in effect as of the Commencement Date of the Agreement.

Schedule 5: Client's Facilities

City of Point Comfort Surface Water Treatment Plant
300 Julia Lane
Point Comfort, Texas 77979

City of Point Comfort Wastewater Treatment Plant
800 Pease Street
Point Comfort, Texas 77979

Lift Station 1

Lift Station 2

DRAFT

Schedule 6: Baseline Conditions

DRAFT



City of Point Comfort

P.O. BOX 497 • POINT COMFORT, TEXAS 77978
PHONE (361)-987-2661 • FAX (361)-987-2798

11/04/2024

Formosa Utility Venture, Ltd.
201 Formosa Drive
Point Comfort, Texas 77978
Attn: Mike Rivet

Formosa Plastics Corporation, Texas
P. O. Box 700
Point Comfort, Texas 77978
Attn: Mike Rivet

Re: Supplemental Environmental Project

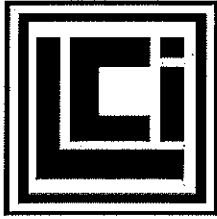
Dear Mr. Rivet:

The City of Point Comfort, Texas agrees that Formosa Utility Venture, Ltd. and Formosa Plastics Corporation, Texas may contribute funds towards a Supplemental Environmental Project known as the Point Comfort Commercial AMI (Project). This Project will allow the City to upgrade its existing commercial water meter system to an automated metering infrastructure, which will improve the City's water management at existing commercial properties. The preliminary cost estimate for this project is approximately \$150,000.00.

The City understands that Formosa may contribute \$137,250.00 towards this Project, which represents a 50% offset of a proposed administrative penalty assessed by the Texas Commission on Environmental Quality (Commission) in a pending enforcement action against Formosa. Further, the City understands that the Project may not be commenced until the Commission has approved the proposed agreed order and that the Project must be completed within 365 days after Commission approval of the agreed order.

Sincerely,

Stephen Lambden, Mayor
City of Point Comfort, Texas



LESTER CONTRACTING, INC.

PO BOX 986

PORT LAVACA, TEXAS 77979

Contact: MARTIN SANTIAGO

Phone: 361-552-3024

Fax: 361-552-4049

Quote To: CITY OF POINT COMFORT
JOHN WARREN

Job Name: MURRAH ST. REHABILITATION

Date: 10/22/2024

Phone:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION, LAYOUT	1.00	LS	3,000.00	3,000.00
2	DEMO EXISTING CURB & GUTTER AND HAUL OFF	940.00	LF	7.25	6,815.00
3	FORM & POUR LAYDOWN TYPE C & G INC. CEM STAB SAND	940.00	LF	53.00	49,820.00
4	RECLAIM & STABILIZE ROAD (6", 30#/SY)	1,097.00	SY	14.00	15,358.00
5	PRIME, ONE COURSE CHIP SEAL & 2" HOT MIX ASPHALT	1,097.00	SY	52.00	57,044.00
GRAND TOTAL					\$132,037.00

NOTES:

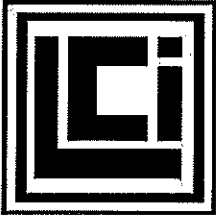
DIMENSIONS: 470' LONG X 21' WIDE.

6" CEMENT STABILIZE SAND UNDER NEW CURB & GUTTER.

CONCRETE RUBBLE WILL BE HAULED TO EXISTING PILE IN POINT COMFORT.

TAXES ARE NOT INCLUDED.

THIRD PARTY TESTING IS NOT INCLUDED.



LESTER CONTRACTING, INC.

PO BOX 986

PORT LAVACA, TEXAS 77979

Contact: MARTIN SANTIAGO

Phone: 361-552-3024

Fax: 361-552-4049

Quote To: CITY OF POINT COMFORT
JOHN WARREN

Job Name: MURRAH ST. REHABILITATION (CC
Date: 10/31/2024

Phone:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION, LAYOUT	1.00	LS	3,600.00	3,600.00
2	DEMO EXISTING CURB & GUTTER AND HAUL OFF	940.00	LF	7.25	6,815.00
3	CUT DOWN 6" TO ACCOM. CONCRETE PAVING & HAUL OFF	275.00	LCY	35.00	9,625.00
4	RECLAIM & STABILIZE ROAD (6", 30#/SY)	1,097.00	SY	15.50	17,003.50
5	FORM & POUR 6" CONCRETE INC. LAYDOWN CURB	1,306.00	SY	93.00	121,458.00
GRAND TOTAL					\$158,501.50

NOTES:

DIMENSIONS: 470' LONG X 25' WIDE.

CONCRETE PAVING: 6", 3,000 PSI, #4 @ 12" OC REBAR, EXPANSION & CONTRACTION JOINTS AS REQUIRED.

CONCRETE RUBBLE WILL BE HAULED TO EXISTING PILE IN POINT COMFORT.

TAXES ARE NOT INCLUDED.

THIRD PARTY TESTING IS NOT INCLUDED.