



THE FOLLOWING MEMBERS WERE PRESENT:

Vern L. Lyssy
County Judge

John Martinez, Commissioner, Precinct 1

Ronald Best, Commissioner, Precinct 2

Joel Behrens, Commissioner, Precinct 3

Gary Reese, Commissioner, Precinct 4

MEETING MINUTES

The Commissioners Court of Calhoun County, Texas will meet on Wednesday, July 8, 2026 at 10:00 AM in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas 77979.

AGENDA

1. Call Meeting to Order.

Meeting was called to order by Judge Vern Lyssy at 10:00am

2. Invocation.

Commissioner Ronald Best

3. Pledge of Allegiance.

US Flag: Commissioner Reese

Texas Flag: Commissioner Behrens

4. Discussion of Public Matters and Public Participation.

Alysha Dudley expressed concern that although there is industrial growth, employees are not relocating here. She suggested the Court focus on making the County more attractive for families to relocate here.

5. Approve Commissioner Court Minutes.

a. July 1, 2026 Meeting Minutes

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

6. Accept Reports from the following County Offices.

- a. Sheriff's Department - April, 2026
- b. Justice of the Peace Pct 1 - June, 2026
- c. Justice of the Peace Pct 2 - June, 2026
- d. Floodplain - June, 2026
- e. County Auditor - 2024 Q4 Jail Audit Letter, 2025 Q3 County Clerk Audit Letter, 2025 Q4 County Clerk, Jail, & Treasurer Audit Letter, 2026 Q1 Audit Letters, 2026 Q2 Cash Count Letters

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

7. Consider and take necessary action on 2026 budget adjustments.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

8. Approval of Bills and Payroll.

a. MMC Bills:(Paid from MMC Operating Account):

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

b. County Bills/Payroll:

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

9. Hear the Memorial Medical Center Monthly Report given by Erin Clevenger.

Erin Clevenger gave the report.

10. Consider and take necessary action in support of the Proclamation recognizing the Chartering of the Calhoun County Lions Club. (VLL)

Renette Todd explained they are bringing the Lions Club back.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

11. Consider and take necessary action to approve the proposal by G&W Engineers, Inc. in the amount of \$10,000.00 for Engineering Services associated with the Calhoun County Library Roof Replacement and authorize the County Judge to sign. (VLL)

Scott Mason with G&W Engineers explained the proposal.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

12. Consider and take necessary action to declare the attached list of items for the County Clerk as Waste for July 2026. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

13. To Accept and Approve the 2026 – 2027 HEBP Benefit Renewal Rates with the Texas Association of Counties. These benefits cover medical, dental, vision, life & AD&D policies. The new rates will take effect on October 1, 2026. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

14. Consider and take necessary action to release Pay Estimate No. 3 in the amount of \$4,529.70 and Pay Estimate No. 4 and final retainage in the amount of \$31,199.49 to Sylva Contruction for Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving and Sidewalk Improvements, GLO Contract No. 25-003-009-E702 and authorize County Judge to sign all closeout documentation. (GDR)

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

15. Consider and take necessary action to approve the Purchase Agreement between Houston Mac Haik Dodge Chrysler Jeep (Frazer, LTD) and Calhoun County EMS for the Purchase of a new ambulance for the amount of \$329,050.00 and approve the EMS Director to sign. (VLL)

RESULT:	Approved
MOVER:	County Judge Vern Lyssy
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

16. Consider and take necessary action to accept a donation to the Sheriff's Office to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$1000.00, for Back to School event, from Lester Contracting, Inc.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

17. Consider and take necessary action to transfer a Single Pedestal Desk with Right Return and Task light from the County Court at Law Inventory to the Commissioner Precinct 3 Inventory.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

18. Consider and take necessary action on entering into a MOU with White Trash Services & Calhoun County Recycle Center and allow Commissioner Best to sign. (RB)

pass

19. Consider and take necessary action to approve the following annual generator maintenance agreements with Loftin Equipment Company and have County Judge, Vern Lyssy sign.

- Q-04066 Courthouse \$2,610.00
- Q-04067 Adult Detention Center \$\$2,873.63
- Q-04567 IT/Emergency Communication Center \$1,807.83
- Q-04568 Communications Tower (Fairgrounds) \$1.554.88

pass

20. Consider and take necessary action to approve executed agreement for Bid No. 2026.06 - Little Chocolate Bayou Park Bridge - Public Access for Calhoun County, Texas project and authorize County Judge to sign. (VLL)

Scott Mason with G&W Engineers explained their recommendation to move forward.

RESULT:	Approved
MOVER:	County Judge Vern Lyssy
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

21. Adjourn.

10:40 jb/rb



ITEM COVER PAGE

14.

To: Commissioners Court
From: April Townsend, Office Manager
Meeting Date: July 8, 2026
Department/Office: Commissioner Pct 4

Summary:

Consider and take necessary action to release Pay Estimate No. 3 in the amount of \$4,529.70 and Pay Estimate No. 4 and final retainage in the amount of \$31,199.49 to Sylva Contruction for Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving and Sidewalk Improvements, GLO Contract No. 25-003-009-E702 and authorize County Judge to sign all closeout documentation. (GDR)

Recommended Action:

Approve Closeout Documents and Final Pay

Budget Line Item: Fund/Dept/GL/Grant

Attachments:

1. E25470.01 Pay Estimate #3 and #4 Final & Retainage 062226
2. E25470.01 Certificate of Final Completion
3. E25470.01 Consent of Surety Company to Final Payment
4. E25470.01 Affidavit of All Bills Paid
5. E25470.01 Final Waiver of Lien Rights
6. E25470.01 Guarantee



June 22, 2026

Mr. Gary Reese
Calhoun County Commissioner Precinct #4
P.O. Box 177
Seadrift, TX 77983

RE: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

Dear Commissioner Reese:

Attached is Pay Estimate Request #3 for work completed on Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements by Sylva Construction, LLC for the period of May 1, 2026, through June 1, 2026.

Also attached is Pay Estimate Request #4 Final & Retainage for work completed on Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements by Sylva Construction, LLC. The construction of the physical improvements has been completed.

I recommend that payments be made in the following amounts:

- Pay Estimate Request #3: \$4,529.70
- Pay Estimate Request #4 Final & Retainage: \$31,199.49

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Glaze", with a long horizontal flourish extending to the right.

Matt A. Glaze, P.E.
Vice President

MAG/hmm

Attachments

cc: The Honorable Vern L. Lyssy, Calhoun County Judge
Sam Sylva, Sylva Construction, LLC
Connie Novosad, Urban Engineering

APPLICATION FOR PAYMENT NO. 3

To: Calhoun County (OWNER)
 From: Sylva Construction, LLC (CONTRACTOR)
 Contract: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.
 Project: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements
 OWNER's Contract No.: Bid No. 2025.09 ENGINEER's Project No.: E25470.01
 For Work accomplished through the date of: _____

1.	Original Contract Price:	\$	<u>232,789.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>79,205.85</u>
3.	Current Contract Price (1 plus 2):	\$	<u>311,994.85</u>
4.	Total completed and stored to date:	\$	<u>311,994.85</u>
5.	Retainage (per Agreement):		
	<u>10</u> % of completed Work:	\$	<u>311,994.85</u>
	_____ % of stored material:	\$	_____
	Total Retainage:	\$	<u>31,199.49</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>280,795.36</u>
7.	Less previous Applications for Payment:	\$	<u>276,265.66</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>4,529.70</u>

Accompanying Documentation:
 CONTRACTOR's Certification:

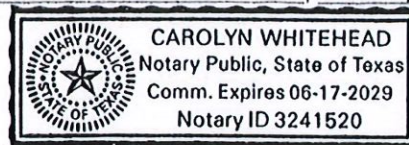
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-18-26

Sylva Construction LLC
 CONTRACTOR
 By: Ken J Low

State of TEXAS
 County of CALHOUN

Subscribed and sworn to before me this 18th day of June, 2026.
Carolyn Whitehead
 Notary Public
 My Commission expires: 6-17-2029



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/22/26

URBAN ENGINEERING
 By: [Signature]

EJCDC No. 1910-B-E (1998 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

SCHEDULE OF VALUES

Application No: 3

Date: 6/18/2026

Item No.	Description	Qty	Unit	Unit Cost	Total Cost	Complete This Period	Complete To Date	Amount Due This Period	Amount Due To Date
1	Mobilization, Insurance & Bonds	1	LS	\$13,600.00	\$13,600.00	0	1	\$0.00	\$13,600.00
2	Storm Water Pollution Plan (Prepare, Implement & Maintain Storm Water Plan & Controls)	1	LS	\$2,400.00	\$2,400.00	0	1	\$0.00	\$2,400.00
3	Construction Staking	1	LS	\$2,800.00	\$2,800.00	0	1	\$0.00	\$2,800.00
4	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices)(Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$1,800.00	\$1,800.00	0	1	\$0.00	\$1,800.00
5	ADA Sign	2	EA	\$600.00	\$1,200.00	0	2	\$0.00	\$1,200.00
6	Curb Stop	2	EA	\$140.00	\$280.00	0	2	\$0.00	\$280.00
7	Concrete Sidewalk	12,000	SF	\$8.00	\$96,000.00	0	12,000	\$0.00	\$96,000.00
8	Site Grading & Subgrade Preparation (See Change Order No. 1)	2,315	SY	\$17.25	\$39,933.75	0	2315	\$0.00	\$39,933.75
9	Limestone Base (Type A, Grade 2)(8") (See Change Order No. 1)	1680	SY	\$29.60	\$49,728.00	0	1680	\$0.00	\$49,728.00
10	Prime Coat (MC-30) (See Change Order No. 1)	2,315	SY	\$2.90	\$6,713.50	0	2,315	\$0.00	\$6,713.50
11	Two Course Surface Treatment (AC-15P & PB, GR 3 Pre-Coated Aggregate) (See Change Order No. 1)	2,315	SY	\$14.80	\$34,262.00	0	2,315	\$0.00	\$34,262.00
12	Single Course Surface Treatment (AC-15P, GR \$ Pre-Coated Aggregate) (See Change Order No. 1)	10,855	SY	\$4.40	\$47,762.00	0	10,855	\$0.00	\$47,762.00
13	Striping (See Change Order No. 1 & 2)	3,635	LF	\$2.70	\$9,814.50	507	3,635	\$1,368.90	\$9,814.50
14	Culvert (6") (SDR26 PVC)	42	LF	\$48.50	\$2,037.00	0	42	\$0.00	\$2,037.00
15	DEDUCT: Culvert (12")(HDPE) (See Change Order No. 1)	0	LF	\$58.85	\$0.00	0	0	\$0.00	\$0.00
16	DEDUCT: Culvert (15")(HDPE) (See Change Order No. 1)	0	LF	\$64.40	\$0.00	0	0	\$0.00	\$0.00
17	ADD: Spread fill provided by County (See Change Order No. 2)	1	LS	\$3,664.10	\$3,664.10	1	1	\$3,664.10	\$3,664.10
	TOTAL				\$311,994.85			\$5,033.00	\$311,994.85

SYLVA CONSTRUCTION, LLC
BID NO. 2025.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT PAVING & SIDEWALK IMPROVEMENTS

Pay Estimate #3 Date: 06/22/2026

Pay Estimate #3 Date: 06/22/2026											% Complete
Item No.	Description	Approved Contract				Quantities		Amounts		Amount	
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date		
BASE BID											
GENERAL											
1.	Mobilization, Insurance and Bonds	1	LS	\$ 13,600.00	\$ 13,600.00	0	1	\$ -	\$ 13,600.00	100.00%	
2.	Storm Water Pollution Prevention Plan (Prepare, Implement and Maintain Storm Water Plan and Controls)	1	LS	\$ 2,400.00	\$ 2,400.00	0	1	\$ -	\$ 2,400.00	100.00%	
3.	Construction Staking	1	LS	\$ 2,800.00	\$ 2,800.00	0	1	\$ -	\$ 2,800.00	100.00%	
4.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 1,800.00	\$ 1,800.00	0	1	\$ -	\$ 1,800.00	100.00%	
TOTAL GENERAL					\$ 20,600.00			\$ -	\$ 20,600.00	100.00%	
IMPROVEMENTS											
5.	ADA Sign	2	EA	\$ 600.00	\$ 1,200.00	0	2	\$ -	\$ 1,200.00	100.00%	
6.	Curb Stop	2	EA	\$ 140.00	\$ 280.00	0	2	\$ -	\$ 280.00	100.00%	
7.	Concrete Sidewalk	12,000	SF	\$ 8.00	\$ 96,000.00	0	12,000	\$ -	\$ 96,000.00	100.00%	
8.	Site Grading & Subgrade Preparation (See Change Order No. 1)	2,315	SY	\$ 17.25	\$ 39,933.75	0	2,315	\$ -	\$ 39,933.75	100.00%	
9.	Limestone Base (Type A, Grade 2)(8") (See Change Order No. 1)	1,680	SY	\$ 29.60	\$ 49,728.00	0	1,680	\$ -	\$ 49,728.00	100.00%	
10.	Prime Coat (MC-30) (See Change Order No. 1)	2,315	SY	\$ 2.90	\$ 6,713.50	0	2,315	\$ -	\$ 6,713.50	100.00%	
11.	Two Course Surface Treatment (AC-15P & PB, GR 3 Pre-Coated Aggregate) (See Change Order No. 1)	2,315	SY	\$ 14.80	\$ 34,262.00	0	2,315	\$ -	\$ 34,262.00	100.00%	
12.	Single Course Surface Treatment (AC-15P , GR 4 Pre-Coated Aggregate) (See Change Order No. 1)	10,855	SY	\$ 4.40	\$ 47,762.00	0	10,855	\$ -	\$ 47,762.00	100.00%	
13.	Striping (See Change Order No. 1 and Change Order No. 2)	3,635	LF	\$ 2.70	\$ 9,814.50	507	3,635	\$ 1,368.90	\$ 9,814.50	100.00%	
14.	Culvert (6")(SDR26 PVC)	42	LF	\$ 48.50	\$ 2,037.00	0	42	\$ -	\$ 2,037.00	100.00%	
15.	DEDUCT: Culvert (12")(HDPE) (See Change Order No. 1)	0	LF	\$ 58.85	\$ -	0	0	\$ -	\$ -	100.00%	
16.	DEDUCT: Culvert (15")(HDPE) (See Change Order No. 1)	0	LF	\$ 64.40	\$ -	0	0	\$ -	\$ -	100.00%	
TOTAL IMPROVEMENTS					\$ 287,730.75			\$ 1,368.90	\$ 287,730.75	100.00%	
ADDITIONAL ITEMS (CHANGE ORDER NO. 2)											
17.	Spread Fill Provided by County	1	LS	\$ 3,664.10	\$ 3,664.10	1	1	\$ 3,664.10	\$ 3,664.10	100.00%	
TOTAL ADDITIONAL ITEMS (CHANGE ORDER NO. 2)					\$ 3,664.10			\$ 3,664.10	\$ 3,664.10	100.00%	
TOTAL BASE BID + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2					\$ 311,994.85			\$ 5,033.00	\$ 311,994.85	100.00%	
TOTALS					\$ 311,994.85			\$ 5,033.00	\$ 311,994.85	100.00%	
								Total Work Completed	\$ 5,033.00	\$ 311,994.85	Retainage %
								Less Retainage	\$ (503.30)	\$ (31,199.49)	10.00%
								Less Previous Invoices	\$ -	\$ (276,265.66)	
								Total Due This Estimate	\$ 4,529.70	\$ 4,529.70	

APPLICATION FOR PAYMENT NO. 4 - Retention

To: Calhoun County (OWNER)
 From: Sylva Construction, LLC (CONTRACTOR)
 Contract: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.
 Project: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements
 OWNER's Contract No.: Bid No. 2025.09 ENGINEER's Project No.: E25470.01
 For Work accomplished through the date of: _____

1.	Original Contract Price:	\$	<u>232,789.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>79,205.85</u>
3.	Current Contract Price (1 plus 2):	\$	<u>311,994.85</u>
4.	Total completed and stored to date:	\$	<u>311,994.85</u>
5.	Retainage (per Agreement):		
	_____ % of completed Work: \$ _____		
	_____ % of stored material: \$ _____		
	Total Retainage:	\$	<u>0</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>311,994.85</u>
7.	Less previous Applications for Payment:	\$	<u>280,795.36</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>31,199.49</u>

Accompanying Documentation:
 CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-18-26

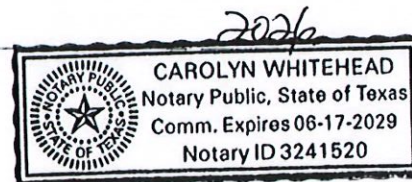
Sylva Construction LLC
 CONTRACTOR

By: Kam S. Low

State of TEXAS
 County of CALHOUN

Subscribed and sworn to before me this 18th day of June

Carolyn Whitehead
 Notary Public
 My Commission expires: 6-17-2029



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/22/26

URBAN ENGINEERING

By: [Signature]

EJCDC No. 1910-8-E (1998 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

SYLVA CONSTRUCTION, LLC
BID NO. 2025.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT PAVING & SIDEWALK IMPROVEMENTS

Pay Estimate #4 Final & Retainage Date: 06/22/2026

Item No.	Description	Approved Contract				Quantities		Amounts		% Complete Amount
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds	1	LS	\$ 13,600.00	\$ 13,600.00	0	1	\$ -	\$ 13,600.00	100.00%
2.	Storm Water Pollution Prevention Plan (Prepare, Implement and Maintain Storm Water Plan and Controls)	1	LS	\$ 2,400.00	\$ 2,400.00	0	1	\$ -	\$ 2,400.00	100.00%
3.	Construction Staking	1	LS	\$ 2,800.00	\$ 2,800.00	0	1	\$ -	\$ 2,800.00	100.00%
4.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 1,800.00	\$ 1,800.00	0	1	\$ -	\$ 1,800.00	100.00%
TOTAL GENERAL					\$ 20,600.00			\$ -	\$ 20,600.00	100.00%
IMPROVEMENTS										
5.	ADA Sign	2	EA	\$ 600.00	\$ 1,200.00	0	2	\$ -	\$ 1,200.00	100.00%
6.	Curb Stop	2	EA	\$ 140.00	\$ 280.00	0	2	\$ -	\$ 280.00	100.00%
7.	Concrete Sidewalk	12,000	SF	\$ 8.00	\$ 96,000.00	0	12,000	\$ -	\$ 96,000.00	100.00%
8.	Site Grading & Subgrade Preparation (See Change Order No. 1)	2,315	SY	\$ 17.25	\$ 39,933.75	0	2,315	\$ -	\$ 39,933.75	100.00%
9.	Limestone Base (Type A, Grade 2)(8") (See Change Order No. 1)	1,680	SY	\$ 29.60	\$ 49,728.00	0	1,680	\$ -	\$ 49,728.00	100.00%
10.	Prime Coat (MC-30) (See Change Order No. 1)	2,315	SY	\$ 2.90	\$ 6,713.50	0	2,315	\$ -	\$ 6,713.50	100.00%
11.	Two Course Surface Treatment (AC-15P & PB, GR 3 Pre-Coated Aggregate) (See Change Order No. 1)	2,315	SY	\$ 14.80	\$ 34,262.00	0	2,315	\$ -	\$ 34,262.00	100.00%
12.	Single Course Surface Treatment (AC-15P , GR 4 Pre-Coated Aggregate) (See Change Order No. 1)	10,855	SY	\$ 4.40	\$ 47,762.00	0	10,855	\$ -	\$ 47,762.00	100.00%
13.	Striping (See Change Order No. 1 and Change Order No. 2)	3,635	LF	\$ 2.70	\$ 9,814.50	0	3,635	\$ -	\$ 9,814.50	100.00%
14.	Culvert (6")(SDR26 PVC)	42	LF	\$ 48.50	\$ 2,037.00	0	42	\$ -	\$ 2,037.00	100.00%
15.	DEDUCT: Culvert (12")(HDPE) (See Change Order No. 1)	0	LF	\$ 58.85	\$ -	0	0	\$ -	\$ -	100.00%
16.	DEDUCT: Culvert (15")(HDPE) (See Change Order No. 1)	0	LF	\$ 64.40	\$ -	0	0	\$ -	\$ -	100.00%
TOTAL IMPROVEMENTS					\$ 287,730.75			\$ -	\$ 287,730.75	100.00%
ADDITIONAL ITEMS (CHANGE ORDER NO. 2)										
17.	Spread Fill Provided by County	1	LS	\$ 3,664.10	\$ 3,664.10	0	1	\$ -	\$ 3,664.10	100.00%
TOTAL ADDITIONAL ITEMS (CHANGE ORDER NO. 2)					\$ 3,664.10			\$ -	\$ 3,664.10	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2					\$ 311,994.85			\$ -	\$ 311,994.85	100.00%
TOTALS					\$ 311,994.85			\$ -	\$ 311,994.85	100.00%

I, Matt A. Glaze, hereby certify that improvements for the Bid No. 2025.09 - Calhoun County Bill Sanders Park - Swan Point Paving & Sidewalk Improvements have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering



Total Work Completed	\$ -	\$ 311,994.85	Retainage %
Less Retainage	\$ -	\$ -	10.00%
Less Previous Invoices	\$ -	\$ (280,795.36)	
Final Payment Due	\$ -	\$ 31,199.49	

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: June 22, 2026

OWNER: Calhoun County
CONTRACTOR: Sylva Construction, LLC
CONTRACT DATE: September 17, 2025
CONTRACT AMOUNT: \$311,994.85
CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.
PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements
OWNER's CONTRACT NO: Bid No. 2025.09 ENGINEER's PROJECT NO.: E25470.01

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

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

June 2, 2026
DATE OF FINAL COMPLETION

Executed by ENGINEER on 6/22, 2026
(Date)

URBAN ENGINEERING
(ENGINEER)

By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on June 23, 2026
(Date)

SYLVA CONSTRUCTION, LLC
(CONTRACTOR)

By: [Signature]
(Authorized Signature)

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

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER: Calhoun County

CONTRACTOR: Sylva Construction, LLC

CONTRACT DATE: September 17, 2025

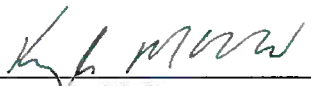
In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, Granite Re, Inc.

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

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 25th day of June, 2026.

ATTEST:

Granite Re, Inc.
SURETY COMPANY



Kyle P. McDonald, Assistant Secretary



Signature of Authorized Representative

Kenneth D. Whittington, Attorney-in-Fact

Title



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

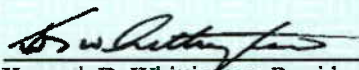
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

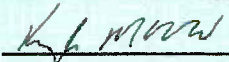
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

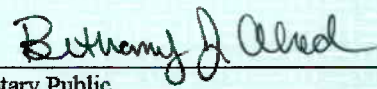


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

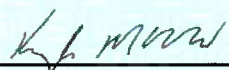
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
June 25 , 2026 .





Kyle P. McDonald, Assistant Secretary

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF TEXAS

COUNTY OF CALHOUN

KIM S. LOW personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Sylva Construction, LLC, and that the Contract for the **Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Kim S Low

Signature

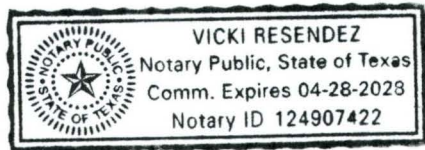
KIM S. LOW

Typed Name

VICE PRESIDENT

Title

Sworn to and subscribed before me this 26th day of June, 2026



Vicki Resendez

Notary Signature

Vicki Resendez

Printed Name

In and for the State of Texas

4-28-2028

Commission Expires

FINAL WAIVER OF LIEN RIGHTS

FROM: Sylva Construction, LLC (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretofore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. 4 Final & Retainage" attached hereto, as it relates to construction costs payable pursuant to its construction contract with Calhoun County is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR's construction contract in the amount of \$311,994.85 as indicated in the attached Pay Estimate No. 4 Final & Retainage;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, Calhoun County, OWNER's lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

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

Dated this 26th day of JUNE, 2026.

SYLVA CONSTRUCTION, LLC

Kim S Low
(Signature)

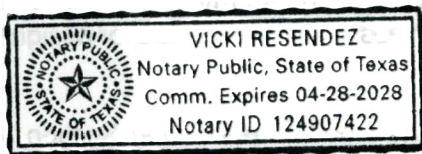
By: KIM S. LOW

Title: VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF CALHOUN §
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 26th day of June, 2026, by Kim S Low, as Vice President of Sylva Construction, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.



Vicki Resendez
Notary Public Signature

Vicki Resendez
Printed Name

4-28-2028
Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Sylva Construction, LLC ("CONTRACTOR"), of the City of Port Lavaca, County of Calhoun, and State of Texas, as CONTRACTOR for the Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements, jointly and severally represent, warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated September 17, 2025, between Calhoun County ("OWNER") and Sylva Construction, LLC (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to therein.
2. That all Work is free from faulty material in every particular throughout.
3. That all Work is free from improper workmanship throughout.
4. That all Work is guaranteed against unusual damage from proper and usual wear.
5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work as may be found to be defective or not completed in accordance with Contract Documents and Modifications, and will make good all damages caused to other work or materials as a result of such defective work or its required replacement or re-execution.
6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed work for maintenance and all other purposes found within one (1) year after the date of final and unconditional acceptance of the Work by OWNER as evidenced by OWNER's Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.
7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-execute defective or improperly completed work during the initial one (1) year period of this Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective or improperly completed work, then the Guarantee period may be extended by OWNER at its sole option for an additional period necessary for proper replacement and/or re-execution of the Work by the CONTRACTOR within the terms of this Guarantee.
8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit OWNER's other rights under common law to have defects remedied when discovered after one (1) year.
9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

OWNER: Calhoun County
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

CONTRACTOR: Sylva Construction, LLC
819 W. Mahan Street
Port Lavaca, TX 77979

EXECUTED on this the 23rd day of JUNE, 2024.

SYLVA CONSTRUCTION, LLC

Kim S. Low
(Signature)

By: KIM S. LOW

Title: VICE PRESIDENT