



REGULAR PORT COMMISSION MEETING

Tuesday, April 18, 2023 at 10:00 AM

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

PUBLIC NOTICE OF MEETING

The following item will be addressed at this or any other meeting of the Port Commission upon the request of the chairman, any member(s) of Port Commission and/or the City Attorney:

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting TUESDAY, APRIL 18, 2023 beginning at 10:00 A.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/83631789488?pwd=TzhURmRUeEhjaFdsblZPcGdhT0dvZz09>

Meeting ID: 836 3178 9488

Passcode: 804460

One Tap Mobile

*+13462487799,,82182482989#,,, *912619# US (Houston)*

Dial by your location

+1 346 248 7799 US (Houston)

CALL TO ORDER

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

CONSENT AGENDA

1. APPROVAL OF MINUTES
 - a) MINUTES OF MARCH 21, 2023 - REGULAR MEETING
2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND
 - a) Tariff Report
 - b) Account Aging Report
 - c) Payment Report
 - d) Revenue and Expenditure Report
 - e) Balance Sheet / Property Tax Distribution
 - f) Profit and Loss Cash Flow Report
4. RECEIVE STATUS REPORTS
 - a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver
 - b) Discuss property values and evaluations - Presenter Jody Weaver
5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS
 - a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17Ar - Presenter Jody Weaver
 - b) CRG Limited Phase II Environmental Site Assessment of the Harbor of Refuge Tracts 16, 17, and 17Ar - Presenter Jody Weaver
 - c) Project #9250 of the Texas Coastal Resiliency Master Plan and associated GLO CEPRA Grant application - Presenter Jody Weaver

6. RECEIVE HARBOR MASTER'S OPERATIONS, PROMOTION/DEVELOPMENT
ACTIVITY REPORT

- a) City Harbor
- b) Nautical Landings Building
- c) Nautical Landings Marina
- d) Smith Harbor
- e) Harbor of Refuge

ACTION ITEMS: LEASES

7. New Lease Agreement for City Harbor Tract # SLIP CH1 with adjacent land to Big Bear Shrimp and Seafood, LLC. - Presenter Jody Weaver

COMMENTS

8. COMMENTS FROM COMMISSIONERS.

ADJOURNMENT

This is to certify that the above notice of a regular meeting of The Port Commission of The City of Port Lavaca, scheduled for **Tuesday, April 18, 2023**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, April 14, 2023**.

/s/ Rachel Garza .

Rachel Garza, *Administrative Assistant*

ADA NOTICE

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: APPROVAL OF MINUTES

INFORMATION:

a) MINUTES OF MARCH 21, 2023 - REGULAR MEETING



PORT COMMISSION REGULAR MEETING

Tuesday, March 21, 2023 at 10:00 AM

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

MINUTES

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

On this the 21ST day of March 2023, the Port Commission of the City of Port Lavaca, Texas, convened in regular session at 10:04 a.m. in the regular meeting place in City Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

ROLL CALL:

Alex Davila	Commissioner / Chairman
Raymond Butler	Commissioner / Secretary
Mike McGuire	Commissioner
Michael Kovarek	Commissioner
Sue Traylor	Commissioner
Larry Nichols	Commissioner
Jaimie O'Neil	Commissioner

CONSENT AGENDA

1. APPROVAL OF MINUTES

- a) MINUTES OF FEBRUARY 21, 2023 - REGULAR MEETING
- b) MINUTES OF FEBRUARY 28, 2023 – WORKSHOP

Motion made by Commissioner McGuire

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

THAT, the Regular Minutes and Workshop Minutes of the Port Commission regular meeting held on March 21st, 2023, are hereby approved.

Seconded by Commissioner Traylor.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Larry Nichols, Michael Kovarek, Raymond Butler, Sue Traylor and Jamie O'Neil.

Voting Nay: None

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

Motion made by Commissioner McGuire

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

THAT, the Harbor Master's Inspection Report of the Port Commission regular meeting held on March 21st, 2023, are hereby approved.

Seconded by Commissioner Traylor.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Larry Nichols, Michael Kovarek, Raymond Butler, Sue Traylor, and Jamie O'Neil.

Voting Nay: None

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

- a) Tariff Report
- b) Account Aging Report
- c) Payment Report
- d) Revenue and Expenditure Report
- e) Balance Sheet / Property Tax Distribution
- f) Profit and Loss Cash Flow Report

A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet dated March 21, 2023

Agenda item discussed.

No action was taken.

4. RECEIVE STATUS REPORTS

a) Renovations to Nautical Landings Marina Breakwater - Presenter Matt Glaze

- **TPWL GRANT — NAUTICAL LANDINGS BREAKWATER**

We are awaiting a response to our supplemental submittal on the Section 7 biological evaluation.

b) **CDBG-MIT Coastal Resilience Project / Restore Project - Presenter Jody Weaver**

- **CDBG-MIT Coastal Resiliency**

Attached is the Monthly Progress Report dated March 6 which covers progress during January and February.

Attached is a copy of the PowerPoint presentation given during our last Project Update meeting on February 22. During the meeting, Mott McDonald reviewed the Coastal Engineering Analysis which they performed on the alternates which were selected for consideration at the last meeting. There were two alternatives studied: ID and 2A.

The original conceptual plan that was defined in the grant application is shown on Page 5. It involved a breakwater from Fisher Harbor to the channel next to the pier and then from the north side of the pier to near Scully's, with oyster reefs all along the bay side of the breakwaters and new marsh construction between the breakwater and the shoreline.

Alternate ID is very similar except it adds a little "kick-out" on the breakwater near the boat channel next to the pier.

Alternate 2A replaces the breakwater north of the pier with only oyster reef creation and increases the height and width of the breakwater to the south of the pier. Earlier analysis showed that providing the expense of a breakwater north of the pier did not provide any significant additional protection that just providing oyster reefs, so we thought it would make more sense to put the expense of the breakwater all on the south side, by increasing its size, where it does make a significant difference.

The detailed analysis confirmed the initial findings, and it was decided to pursue Alternate 2A in the COE permit application.

- **RESTORE**

UPDATE!! We are in receipt of the DRAFT contract with TCEQ for the \$500,000 ReStore Grant program. We have made comments on the draft and submitted them back to TCEQ.

c) Discuss property values and evaluations - Presenter Alex Davila

Comments from Alex Davila, Chairman, Valbridge' projected rates and estimates were lower than what was anticipated. Staff all agreed to provide Valbridge with new information to re-examine and submit an acceptable report.

5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS**a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17Ar - Presenter Jody Weaver**

TCEQ inspection of Tracts 17 and 17A in June 2022:

- On Monday, March 13, we submitted to TCEQ the documentation showing that CRG Environmental had properly disposed of the potentially contaminated soil at the Victoria Landfill.
- On Thursday, March 16, we received a second round of questions and comments back from the TCEQ Municipal Solid Waste Division on the request to disturb cover/voluntary restoration. Matt believes most of the questions are already answered in the submitted materials, but he is working to communicate with TCEQ and clarify their needs.

6. RECEIVE HARBOR MASTER'S OPERATIONS, PROMOTION/DEVELOPMENT ACTIVITY REPORT**A) City Harbor**

- 1) Miller Seafood lease will need to submit a letter by end April to exercise second option.
- 2) Big Bear lease up June 30, 2023.
- 3) Track 9 & 9A - discuss leasing.
- 4) Track 7, 8 & 11 - discuss leasing.

B) Nautical Landings Building

- 1) 2/16/23 Barefoot Construction commenced work.

C) Nautical Landings Marina

- 1) Matt Estes - City Attorney awaiting probate.
- 2) Abandon boat no updates.

- 3) Horizon Environmental has been onsite 13 times since last PC meeting.

D) Smith Harbor

- 1) Dredge spoils waiting for it to dry out before shaping up piles.

E) Harbor of Refuge

- 1) LCI has been hauling fill material & stockpiling.
- 2) 16 February 2023, Gonzales Contracting completed spreading material.
- 3) 7 March 2023, Alcoa completed moving mulch.
- 4) Encore Dredging cleaning and moving equipment to track 11.
- 5) Clean up trash pile track 3.
- 6) Rail Spur repair.

COMMENTS

7. COMMENTS FROM COMMISSIONERS

No comments.

ADJOURNMENT

Commissioner Butler made a motion to adjourn the meeting.

Commissioner Nichols seconded this motion.

Motion passed by the following vote:

Voting Aye:

Alex Davila, Mike McGuire, Michael Kovarek, Raymond Butler, Sue Traylor, Larry Nichols and Jamie O'Neil.

Voting Nay: None

The meeting was adjourned at 11:24 a.m.

These minutes were approved on April 18, 2023.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin. Assistant

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

INFORMATION:

Port Lavaca Port Commission Monthly Building Inspection

Month: 18 APRIL 2023 Location: NLB

1. Building Maintenance:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 16 February 2023 Barefoot Construction commenced repairs.

2. Decking:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Flooring:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Windows:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. HVAC

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Roof:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

9. Parking:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

10. Fire Extinguishers:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Hand Railing:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Stairs & Steps

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 18 APRIL 2023 Location: NLM / Smith Harbor

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: Dock A there are six dock boxes with broken hinges and
Three boxes missing.

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: Dock A there are two 6' sections of rub rail damaged.

9. Cleats & Kevels

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: Dock A 15 broken cleats, Dock B 2 broken cleats.

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Dredging

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Com

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 18 APRIL 2023 Location: Harbor of Refuge

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Rail spur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Environmental

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. PERMIT

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & Kevels

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. Mulch

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: **7 March 2023, Alcoa completed moving mulch off site.**

12. Cement Cap

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

14. CLEAN UP

Condition: **Satisfactory** Un satisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 18 APRIL 2023 Location: City Harbor

1. Fueling Area

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. CLEAN UP

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 31 March 2023, Put disposable oil boom out at south end of harbor where the city storm drain spills in harbor, due to oil coming from drain.

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & Keels

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. Cement Slab

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

- a) Tariff Report
- b) Account Aging Report
- c) Payment Report
- d) Revenue and Expenditure Report
- e) Balance Sheet / Property Tax Distribution
- f) Profit and Loss Cash Flow Report

HELENA CHEMICAL

Date Received	Reference	Description	BARGE	RAIL	REPORTING MONTH	FERTILIZER	TARIFF AMOUNT
						BULK TONS	PAID @ \$0.65 PER TON
11/15/2022	ACH PMT	HELENA CHEMICAL	3624.191	0	10/2022	3,624.191	\$2,355.72
12/2/2022	ACH PMT	HELENA CHEMICAL	11789.2	0	11/2022	11,789.200	\$7,662.98
1/11/2023	ACH PMT	HELENA CHEMICAL	1629.902	0	12/2022	1,629.902	\$1,059.44
1/27/2023	ACH PMT	HELENA CHEMICAL	3046.271	1509.621	01/2023	4,555.892	\$2,961.33
3/2/2023	ACH PMT	HELENA CHEMICAL	22473.47	756.675	02/2023	23,230.145	\$15,099.59
3/28/2023	ACH PMT	HELENA CHEMICAL	2992.468	1864.775	03/2023	4,857.243	\$3,157.21
		HELENA CHEMICAL			04/2023		
		HELENA CHEMICAL			05/2023		
		HELENA CHEMICAL			06/2023		
		HELENA CHEMICAL			07/2023		
		HELENA CHEMICAL			08/2023		
		HELENA CHEMICAL			09/2023		

FY 2022-2023 - TOTAL	\$32,296.27
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MONTHLY RAIL FEE

Date Received	REPORTING MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
10/27/2022	OCT	ACH	MONTHLY RAIL FEE	\$833.00	10/2022	PAID
11/30/2022	NOV	ACH	MONTHLY RAIL FEE	\$833.00	11/2022	PAID
12/29/2022	DEC	ACH	MONTHLY RAIL FEE	\$833.00	12/2022	PAID
1/4/2023	JAN	ACH	MONTHLY RAIL FEE	\$833.00	01/2023	PAID
1/31/2023	FEB	ACH	MONTHLY RAIL FEE	\$833.00	02/2023	PAID
2/28/2023	MAR	ACH	MONTHLY RAIL FEE	\$833.00	03/2023	PAID
			MONTHLY RAIL FEE		04/2023	
			MONTHLY RAIL FEE		05/2023	
			MONTHLY RAIL FEE		06/2023	
			MONTHLY RAIL FEE		07/2023	
			MONTHLY RAIL FEE		08/2023	
			MONTHLY RAIL FEE		09/2023	

MONTHLY TARIFF REPORT

DATE: March 21, 2023

REPORTING PERIOD: March 2023
(MONTH) (YEAR)

COMPANY NAME: HELENA AGRI-ENTERPRISES, LLC

MAILING ADDRESS: PO BOX 419
(P. O. Box Number or Street)

PORT LAVACA TX 77979
(City) (State) (Zip Code)

2,992.468	Tons of Fertilizer	Barge	@ 0.65¢ per ton
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	(Name Product)
	(Name Product)

1864.775	Rail	@ 0.65¢ per ton
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Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ \$3,157.21 is attached hereto representing tariff due in accordance with above rate.

I hereby certify that this report is submitted in compliance with the requirements of the tariff adopted by the City of Port Lavaca Port Commission and the information reported hereby is true, correct and complete.

WITNESS MY HAND this 21 day of March, 2023.

Terminal Manager
(Title)

Trey Franz
(Printed Name)

(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 242 rgarza@portlavaca.org Fax No.: (361) 552-6062
Port Commission's Main Mailing Address: City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979

Monthly Tariff 2023

March 2023

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
IN176049	POTASH2	3/9/2023	1,590.475	DRY
MTC401	UREA	3/13/2023	1,401.993	DRY

RAIL CARS	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
TILX150017	PHOSHO6	3/2/2023	100.025	LIQUID
TILX150033	PHOSHO6	3/2/2023	100.075	LIQUID
JRSX001190	PHOSHO6	3/2/2023	98.850	LIQUID
JRSX001540	PHOSHO6	3/2/2023	99.100	LIQUID
JRXS001193	PHOSHO6	3/2/2023	99.500	LIQUID
GATX052890	PHOSHO6	3/2/2023	101.050	LIQUID
UTLX24713	PHOSHO6	3/2/2023	98.000	LIQUID
GATX8698	PHOSHO6	3/2/2023	97.750	LIQUID
GATX209947	PHOSHO6	3/2/2023	95.500	LIQUID
UTXL951030	ANHYDRO1	3/2/2023	76.550	LIQUID
UTLX952100	ANHYDRO1	3/2/2023	75.975	LIQUID
UTLX953651	ANHYDRO1	3/2/2023	75.875	LIQUID
GATX209868	PHOSHO6	3/12/2023	97.400	LIQUID
WACX151150	PHOSHO6	3/12/2023	97.500	LIQUID
UTLX25993	PHOSHO6	3/12/2023	97.200	LIQUID
TILX150005	PHOSHO6	3/12/2023	101.300	LIQUID
JRSX001067	PHOSHO6	3/12/2023	101.875	LIQUID
JRSX001511	PHOSHO6	3/12/2023	99.025	LIQUID
UTLX953654	ANHYDRO1	3/12/2023	76.725	LIQUID
UTLX954895	ANHYDRO1	3/12/2023	75.500	LIQUID
			HELENA / Tons	
	TOTAL		4781.743	

Barge**2,992.468****\$3,157.21****Rail****1864.775**

March 2023

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	PAID @ \$0.10 PER BARREL
11/29/2022	1159283	EQUALIZER, INC.	OIL	/	10/2022	32,424.330	\$3,242.43
1/11/2023	1164810	EQUALIZER, INC.	OIL	/	11/2022	52,978.240	\$5,297.82
1/27/2023	1165940	EQUALIZER, INC.	OIL	/	12/2022	72,185.200	\$7,218.52
2/22/2023	1169217	EQUALIZER, INC.	OIL	/	01/2023	51,425.550	\$5,142.55
3/21/2023	1172029	EQUALIZER, INC.	OIL	/	02/2023	50,414.030	\$5,041.41
		EQUALIZER, INC.	OIL	/	03/2023	PENDING PMT FOR MARCH 2023	
		EQUALIZER, INC.	OIL	/	04/2023		
		EQUALIZER, INC.	OIL	/	05/2023		
		EQUALIZER, INC.	OIL	/	06/2023		
		EQUALIZER, INC.	OIL	/	07/2023		
		EQUALIZER, INC.	OIL	/	08/2023		
		EQUALIZER, INC.	OIL	/	09/2023		

FY 2022-2023 - TOTAL	\$25,942.73
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DAILY DOCK RENTAL

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
11/29/2022	OCTOBER	1159264	MONTHLY DOCK FEE	\$400.00	10/2022	PAID
12/30/2022	NOVEMBER	1162894	MONTHLY DOCK FEE	\$600.00	11/2022	PAID
1/24/2023	DECEMBER	1165848	MONTHLY DOCK FEE	\$800.00	12/2022	PAID
2/22/2023	JANUARY	1169222	MONTHLY DOCK FEE	\$600.00	01/2023	PAID
3/22/2023	FEBRUARY	1172061	MONTHLY DOCK FEE	\$600.00	02/2023	PAID
	MARCH		MONTHLY DOCK FEE		03/2023	
	APRIL		MONTHLY DOCK FEE		04/2023	
	MAY		MONTHLY DOCK FEE		05/2023	
	JUNE		MONTHLY DOCK FEE		06/2023	
	JULY		MONTHLY DOCK FEE		07/2023	
	AUGUST		MONTHLY DOCK FEE		08/2023	
	SEPTEMBER		MONTHLY DOCK FEE		09/2023	

CITY OF PORT LAVACA PORT COMMISSION

MONTHLY TARIFF REPORT

DATE: 2/28/2023

REPORTING PERIOD: FEBRUARY 2023
(MONTH) (YEAR)

COMPANY NAME: EQUALIZER INC

MAILING ADDRESS: PO BOX 154579
(P. O. Box Number or Street)

WACO TX 76715
(City) (State) (Zip Code)

<u> </u>	Tons of Fertilizer	<u>BARGE</u> (Name Product)	@ 0.65¢ per ton
<u>50,414.03</u>	Barrels of Crude Oil	<u>CRUDE OIL</u> (Name Product)	@ 0.010¢ per barrel
<u> </u>	Sacks of Oysters	<u> </u>	@ 0.10¢ per sack

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 5,041.41 is attached hereto representing tariff due in accordance with above rate.

I hereby certify that this report is submitted in compliance with the requirements of the tariff adopted by the City of Port Lavaca Port Commission and the information reported hereby is true, correct and complete.

WITNESS MY HAND this 28 day of FEBRUARY, 2023.

COMPTROLLER
(Title)

MARY MILLER
(Printed Name)


(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 242 rgarza@portlavaca.org Fax No.: (361) 552-6062

Port Commission's Main Mailing Address: City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979

From : Camlin Cargo Control
To : GulfMark Energy Inc.

Item #3.

Attn : Paul Migala / GulfMark Energy Inc.
Shelly Smith / GulfMark Energy Inc.

camlin@gulflmarkenergy.com
shellys@gulflmarkenergy.com

Load RECAP - Original

Product

: CRUDE OIL

Vessel

: FMT - 3060

Location

: Gulfmark -Port Lavaca, TX

Tank(s) - 1

Date

: 07-FEB-2023

File NA°

: PVI-12885

Ref. NA°

: VVG230201-8

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 10,175.33
Free Water 0.00
GSV

Barrels @ 60 °F 10,175.33
Gallons @ 60 °F 427,363.86

Long Tons - Air 1,450.401
Metric Tons - Air 1,473.675
Short Tons - Air 1,624.449
Kilograms - Air 1,473,675.0
Pounds - Air 3,248,898.0

API Gravity @ 60 °F (T) 23.5

NSV

Barrels @ 60 °F 10,175.33
Gallons @ 60 °F 426,560.40

Long Tons - Air 1,447.674
Metric Tons - Air 1,470.905
Short Tons - Air 1,621.395
Kilograms - Air 1,470,905.0
Pounds - Air 3,242,790.0

S&W % 0.188**
S&W Vol. 19.13
S&W Source

** Quality based on individual open and close of shore tank.

Total Vessel Quantities

Vessel : FMT - 3060

TCV, Bbls @ 60 °F 10,178.46
Free Water 0.00
GSV

From : Carmin Cargo Control
To : GulfMark Energy Inc.

Item #3.

Attn : Paul Migala / GulfMark Energy Inc.
Shelly Smith / GulfMark Energy Inc.

paulm@gulfmarkenergy.com
smellys@gulfmarkenergy.com

Load RECAP - Original

Product

: CRUDE OIL

Vessel

: MM - 86 & MM - 88

Location

: Gulfmark -Port Lavaca, TX

Tank(s) - 2 | 1

Date

: 15-FEB-2023

File NA°

: PVI-12891

Ref. NA°

: ER230201-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 19,907.44
Free Water 0.00
GSV

Barrels @ 60 °F 19,907.44
Gallons @ 60 °F 836,112.48

Long Tons - Air 2,832.136
Metric Tons - Air 2,877.503
Short Tons - Air 3,171.992
Kilograms - Air 2,877,583.0
Pounds - Air 6,343,984.0

API Gravity @ 60 °F (C) 23.8

NSV

Barrels @ 60 °F 19,860.28
Gallons @ 60 °F 834,131.76

Long Tons - Air 2,825.426
Metric Tons - Air 2,870.766
Short Tons - Air 3,164.478
Kilograms - Air 2,870,766.0
Pounds - Air 6,328,955.0

S&W % 0.237**
S&W Vol. 47.16
S&W Source

** Quality based on individual open and close of shore tank.

Total Vessel Quantities

Vessel : MM - 86
TCV, Bbls @ 60 °F 20,092.68
Free Water 0.00
GSV

From : Camin Cargo Control
To : GulfMark Energy Inc.

Item #3.

Attn : Paul Migala / GulfMark Energy Inc.
Shelly Smith / GulfMark Energy Inc.

paulm@gulmarkenergy.com
shellys@gulmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : MM - 40 & 94B
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1
Date : 07-MAR-2023
File NA° : PVI-12908
Ref. NA° : ER230202-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 20,412.03
Free Water 0.00
GSV

Barrels @ 60 °F 20,412.03
Gallons @ 60 °F 857,305.26

Long Tons - Air 2,903.921
Metric Tons - Air 2,950.520
Short Tons - Air 3,252.392
Kilograms - Air 2,950,520.0
Pounds - Air 6,504,784.0

API Gravity @ 60 °F (C) 23.8

NSV

Barrels @ 60 °F 20,397.55
Gallons @ 60 °F 856,697.10

Long Tons - Air 2,901.861
Metric Tons - Air 2,948.427
Short Tons - Air 3,250.085
Kilograms - Air 2,948,427.0
Pounds - Air 6,500,169.0

S&W % 0.071**
S&W Vol 14.48
S&W Source

** Quality based on individual open and close of shore tank.

Total Vessel Quantities

Vessel : MM - 40
TCV, Bbls @ 60 °F 20,794.20
Free Water 0.00
GSV

CITY OF PORT LAVACA

PORT COMMISSION
ACCOUNT AGING REPORT

4/13/2023

Account	Status	Pay Date	Current Balance	30 Day	60 Day	90 Day	120 Day	Balance
99-1415-00	Active	2/13/2023	\$ (3,731.84)					\$ (3,731.84)
99-1733-02	Active	3/7/2023	\$ (1,302.23)					\$ (1,302.23)
99-1734-00	Active	4/4/2023						
99-1745-00	Active	9/16/2022						PENDING DECISION
99-1745-01	Active	4/5/2023						
99-1746-00	Active	9/16/2022						PENDING DECISION
99-1746-01	Active	4/5/2023						
99-1783-00	Active	4/10/2023						
99-1800-01	Active	4/3/2023						
99-1801-01	Active	2/27/2023	\$ 300.00					\$ 300.00
99-1810-00	Active	2/28/2023	\$ (0.82)					\$ (0.82)
99-1883-00	Active	2/28/2023	\$ 438.09					\$ 438.09
99-1893-00	Active	4/3/2023						
99-1909-01	Active	4/4/2023	\$ (635.58)					\$ (635.58)
99-1913-02	Active	4/12/2023						
99-1923-06	Active	3/20/2023	\$ (116.56)					\$ (116.56)
99-1930-01	Active	3/29/2023	\$ (31.45)					\$ (31.45)
99-1931-07	Active	3/7/2023	\$ (490.00)					\$ (490.00)
99-1932-06	Active	3/7/2023	\$ (490.00)					\$ (490.00)
99-1933-03	Active	3/24/2023	\$ (93.75)					\$ (93.75)
99-1963-04	Active	4/3/2023						
99-1973-06	Active	3/3/2023	\$ 317.10					\$ 317.10
99-1983-09	Active	4/3/2023						
99-1993-04	Active	4/3/2023						
99-2003-04	Active	4/3/2023	\$ (0.03)					\$ (0.03)
99-2013-09	Active	8/3/2022	\$ 264.60	\$ 264.60	\$ 264.60	\$ 264.60	\$ 1,084.86	\$ 2,143.26
99-2015-14	Active	4/3/2023	\$ (27.30)					\$ (27.30)
99-2043-07	Active	4/3/2023						
99-2053-10	Active	4/3/2023						
99-2063-10	Active	4/3/2023	\$ (0.10)					\$ (0.10)
99-2093-07	Active	4/10/2023	\$ (29.82)					\$ (29.82)
99-2103-07	Active	4/3/2023						
99-2153-04	Active	3/1/2023	\$ (296.10)					\$ (296.10)
99-2163-03	Active	4/3/2023						
99-2193-07	Active	3/31/2023						
99-2213-04	Active	4/3/2023						
99-2223-10	Active	4/3/2023						
99-2233-07	Active	4/3/2023						
99-2253-07	Active	3/9/2023	\$ 228.90					\$ 228.90
99-2313-14	Active	4/3/2023						
99-2325-09	Active	3/3/2023						
99-2421-07	Active	4/3/2023						
99-2433-04	Active	4/3/2023						
99-2443-05	Active	4/3/2023						
99-2453-09	Active	4/3/2023						
99-2481-05	Active	4/3/2023						
99-2543-09	Active	4/3/2023						
47			\$ (5,696.89)	\$ 264.60	\$ 264.60	\$ 264.60	\$ 1,084.86	\$ (3,818.23)

99-1973-06 WORKING WITH FAMILY
99-2013-09 WORKING WITH DAUGHTER

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102891 MORRIS, MIKE DAVID	I-19934	504 51000542.25	R & M- BUILDING : FIRE EXTINGUISHER		62391	\$139.80
VENDOR TOTALS						\$139.80
01-103058 BAREFOOT, MARK E.	I-001998	504 51000562.03	CE- BUILDING : STRUCTURE / ELECTRIC REPAIR		62401	\$19,078.34
01-103058 BAREFOOT, MARK E.	I-001998-1	504 51000562.03	CE- BUILDING : STRUCTURE / ELECTRIC REPAIR		62610	\$6,255.00
VENDOR TOTALS						\$25,333.34
01-102555 DIAMOND K SERVICES, INC.	I-6050	504 51000533.14	CONTRACTED SERVICES : TRACK EVALUATIONS		62530	\$350.00
VENDOR TOTALS						\$350.00
01-104071 ENTERPRISE FM TRUST	I-FBN4688914	504 51000544.55	R & M- VEHICLE : PORT COMMISSION		62533	\$40.83
01-104071 ENTERPRISE FM TRUST	I-FBN4688914	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT		62533	\$981.87
VENDOR TOTALS						\$1,022.70
01-102882 FRONTIER SOUTHWEST INC.	I-18830907065/022023	504 51000536.02	TELEPHONE : PHONE CHARGES FEBRUARY 2023		62429	\$118.53
01-102882 FRONTIER SOUTHWEST INC.	I-18830907065/032023	504 51000536.02	TELEPHONE : PHONE CHARGES MARCH 2023		62631	\$128.67
VENDOR TOTALS						\$247.20
01-102490 U.S. BANK NATIONAL ASSOCIATION	I-03/2023	504 51000525.01	FUEL : FUEL MARCH 2023		62632	\$57.73
VENDOR TOTALS						\$57.73
01-102645 GEXA ENERGY, LP	I-33455581-4	504 51000536.01	ELECTRICITY : ELECTRICITY SERVICES FEBRUARY 2023		62485	\$2,193.62
AC/BAY LIMITED						\$227.80
LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER						\$50.45
SPIRETECH						\$266.94
AC/EDWARD JONES & SOMETHING MORE						
LIGHTS/DAYROOM, HARBOR MASTER						
SUB PANEL/EDWARD JONES						\$384.04

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
				PL PLUMBING, G4S, & CONF. ROOM		\$307.11
				NL MARINA BUILDING FLOOD LIGHT		\$53.92
				NL BOAT SLIPS		\$398.61
				HARBOR OF REFUGE		
				HARBOR OF REFUGE FLOOD LIGHT		\$504.75
				CITY HARBOR		\$0.00
01-102645 GEXA ENERGY, LP	I-33491926-4	504 51000536.01	ELECTRICITY : ELECTRICITY SERVICES MARCH 2023		62633	\$2,276.32
			AC/BAY LIMITED			\$243.53
			LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER			\$60.06
			SPIRETECH			\$254.96
			AC/EDWARD JONES & SOMETHING MORE			
			LIGHTS/DAYROOM, HARBOR MASTER			
			SUB PANEL/EDWARD JONES			\$411.48
			PL PLUMBING, G4S, & CONF. ROOM			\$302.79
			NL MARINA BUILDING FLOOD LIGHT			\$53.91
			NL BOAT SLIPS			\$445.08
			HARBOR OF REFUGE			
			HARBOR OF REFUGE FLOOD LIGHT			\$504.51
			CITY HARBOR			\$0.00
			VENDOR TOTALS			\$4,469.94
01-100526 GONZALES CONTRACTING	I-23-017	504 51000533.14	CONTRACTED SERVICES : EQUIPMENT		62430	\$3,750.00
			VENDOR TOTALS			\$3,750.00
01-100700 MCGREW, TERRI	I-412760	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62446	\$600.00
			VENDOR TOTALS			\$600.00
01-100940 NORTH WATER DISTRICT	I-2300596	504 51000533.14	CONTRACTED SERVICES : TESTING SERVICES		62453	\$1,355.00
			VENDOR TOTALS			\$1,355.00

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-104228 PATTILLO, BROWN & HILL	I-465058	504 51000532.01	AUDIT FEES : AUDIT FEES		62553	\$3,000.00
VENDOR TOTALS						\$3,000.00
01-101749 RICHARD A LEWIS	I-11630	504 51000533.14	CONTRACTED SERVICES : REPAIR TO TOILET - NAUTICAL LANDING		62557	\$145.00
VENDOR TOTALS						\$145.00
01-100335 PORT LAVACA, CITY OF	I-02/2023	504 51000536.03	WATER : WATER / SEWER FEBRUARY 2023		62668	\$220.25
01-100335 PORT LAVACA, CITY OF	I-03/2023	504 51000536.03	WATER : WATER / SEWER MARCH 2023		62669	\$236.33
VENDOR TOTALS						\$456.58
01-100373 QUILL CORPORATION	I-29903396	504 51000521.01	OFFICE : ENVELOPES		62673	\$9.68
01-100373 QUILL CORPORATION	I-30870404	504 51000521.01	OFFICE : MARKERS		62673	\$5.52
01-100373 QUILL CORPORATION	I-30878571	504 51000521.01	OFFICE : DRY ERASE BOARD		62673	\$22.13
01-100373 QUILL CORPORATION	I-31046016	504 51000521.01	OFFICE : FOLDERS		62561	\$38.49
01-100373 QUILL CORPORATION	I-31277323	504 51000521.01	OFFICE : INK		62561	\$194.20
VENDOR TOTALS						\$270.02
01-102309 REPUBLIC SERVICES #847	I-0847-001259453	504 51000533.14	CONTRACTED SERVICES : CONTAINER - PORT COMMISSION		62562	\$271.76
VENDOR TOTALS						\$271.76
01-102621 UNIFIRST CORPORATION	I-2680013031	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62473	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680013779	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62473	\$93.38
01-102621 UNIFIRST CORPORATION	I-2680014641	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62576	\$69.08
01-102621 UNIFIRST CORPORATION	I-2680015300	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62576	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680016040	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62685	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680016806	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		62685	\$135.32
VENDOR TOTALS						\$449.04

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102014	VERIZON WIRELESS	I-9927878876	504 51000536.02	TELEPHONE :	CELL PHONE CHARGES	62478	\$40.20
01-102014	VERIZON WIRELESS	I-9930282724	504 51000536.02	TELEPHONE :	CELL PHONE CHARGES	62688	\$40.20
VENDOR TOTALS							\$80.40

REPORT GRAND TOTAL:	\$41,998.51
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	705,843	705,843	0	76,421.10	347,791.41	0.00	358,051.59	49.27
FINES & FORFEITURES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
OTHER REVENUE	6,666	6,666	0	905.03	14,182.00	0.00	(7,516.00)	212.75
GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	77,326.13	366,532.62	0.00	1,371,968.38	21.08
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,500	1,500	0	254.88	728.64	0.00	771.36	48.58
CITY HARBOR	17,000	17,000	0	8,250.00	8,250.00	0.00	8,750.00	48.53
HARBOR OF REFUGE	125,000	125,000	0	8,308.99	48,859.88	20,284.26	55,855.86	55.32
SMITH HARBOR	51,000	51,000	0	4,669.16	4,669.16	1,716.93	44,613.91	12.52
NAUTICAL LANDINGS MARINA	15,000	15,000	0	5,500.00	5,500.00	0.00	9,500.00	36.67
OPERATIONS	1,856,044	1,856,044	0	189,398.82	287,654.08	48,446.66	1,519,943.26	18.11
NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00	(66.52)	0.00
TOTAL EXPENDITURES	2,065,544	2,065,544	0	216,381.85	355,728.28	70,447.85	1,639,367.87	20.63
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	(139,055.72)	10,804.34	(70,447.85)	(267,399.49)	18.24

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	3,920.99	42,168.71	0.00	72,831.29	36.67
436.09 HOR - DAILY DOCK RENTA	5,000	5,000	0	12,400.00	30,000.00	0.00	(25,000.00)	600.00
436.10 HOR - RENTAL	18,043	18,043	0	0.00	4,296.06	0.00	13,746.94	23.81
436.11 HOR - DOCK LEASES	280,000	280,000	0	20,780.68	118,943.13	0.00	161,056.87	42.48
436.12 TARIFFS	110,000	110,000	0	23,298.21	58,239.00	0.00	51,761.00	52.94
436.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	80.00	0.00	420.00	16.00
436.21 N L-DOCK LEASE	80,000	80,000	0	7,679.60	43,988.13	0.00	36,011.87	54.99
436.22 N L -BLDG LEASE	73,600	73,600	0	6,676.62	39,851.38	0.00	33,748.62	54.15
436.23 N L - BLDG RENTAL	4,500	4,500	0	0.00	300.00	0.00	4,200.00	6.67
436.24 SMITH HARBOR RENT	19,200	19,200	0	1,665.00	9,925.00	0.00	9,275.00	51.69
TOTAL USER & SERVICE CHARGES	705,843	705,843	0	76,421.10	347,791.41	0.00	358,051.59	49.27
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
TOTAL FINES & FORFEITURES	12,000	12,000	0	0.00	4,559.21	0.00	7,440.79	37.99
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	6,066	6,066	0	905.03	11,817.10	0.00	(5,751.10)	194.81
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	2,095.65	0.00	(2,095.65)	0.00
459.71 WASHER-DRYER INCOME	600	600	0	0.00	269.25	0.00	330.75	44.88
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	6,666	6,666	0	905.03	14,182.00	0.00	(7,516.00)	212.75
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN- 206 FARE FUND	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	77,326.13	366,532.62	0.00	1,371,968.38	21.08

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50070536.504 CABLE & INTERNET	<u>1,500</u>	<u>1,500</u>	<u>0</u>	<u>254.88</u>	<u>728.64</u>	<u>0.00</u>	<u>771.36</u>	<u>48.58</u>
TOTAL SERVICES	<u>1,500</u>	<u>1,500</u>	<u>0</u>	<u>254.88</u>	<u>728.64</u>	<u>0.00</u>	<u>771.36</u>	<u>48.58</u>
 TOTAL TECHNOLOGY SERVICES	 <u>1,500</u>	 <u>1,500</u>	 <u>0</u>	 <u>254.88</u>	 <u>728.64</u>	 <u>0.00</u>	 <u>771.36</u>	 <u>48.58</u>

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
CITY HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50800533.20 \ CONTRACTED SERV-CITY H	15,000	15,000	0	8,250.00	8,250.00	0.00	6,750.00	55.00
TOTAL SERVICES	15,000	15,000	0	8,250.00	8,250.00	0.00	6,750.00	55.00
<u>MAINTENANCE</u>								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
 TOTAL CITY HARBOR	 17,000	 17,000	 0	 8,250.00	 8,250.00	 0.00	 8,750.00	 48.53

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
HARBOR OF REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50820533.20 CONTRACTED SERV- HOR	25,000	25,000	0	8,250.00	47,852.25	12,755.15	(35,607.40)	242.43
TOTAL SERVICES	25,000	25,000	0	8,250.00	47,852.25	12,755.15	(35,607.40)	242.43
<u>MAINTENANCE</u>								
50820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	58.99	1,007.63	7,529.11	91,463.26	8.54
TOTAL MAINTENANCE	100,000	100,000	0	58.99	1,007.63	7,529.11	91,463.26	8.54
 TOTAL HARBOR OF REFUGE	 125,000	 125,000	 0	 8,308.99	 48,859.88	 20,284.26	 55,855.86	 55.32

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
SMITH HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	4,669.16	4,669.16	1,716.93	43,613.91	12.77
TOTAL SERVICES	50,000	50,000	0	4,669.16	4,669.16	1,716.93	43,613.91	12.77
<u>MAINTENANCE</u>								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
 TOTAL SMITH HARBOR	 51,000	 51,000	 0	 4,669.16	 4,669.16	 1,716.93	 44,613.91	 12.52

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50860533.20 CONTRACTED SERV- NL MA	10,000	10,000	0	5,500.00	5,500.00	0.00	4,500.00	55.00
TOTAL SERVICES	10,000	10,000	0	5,500.00	5,500.00	0.00	4,500.00	55.00
<u>MAINTENANCE</u>								
50860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50860542.21 R & M- INSFRAS- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.27 R & M- IMPROV OTB- NL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	5,500.00	5,500.00	0.00	9,500.00	36.67

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	75,966	75,966	0	8,751.52	37,979.92	0.00	37,986.08	50.00
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	4,515	4,515	0	435.65	2,783.37	0.00	1,731.63	61.65
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	511.95	2,267.39	0.00	2,192.61	50.84
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	953.21	5,719.20	0.00	5,226.80	52.25
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	424.17	1,684.21	0.00	115.79	93.57
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	98,187	98,187	0	11,076.50	50,434.09	0.00	47,752.91	51.37
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,200	1,200	0	300.92	745.42	0.00	454.58	62.12
51000523.03 CLEANING & JANITORIAL	10,500	10,500	0	1,049.04	4,830.62	0.00	5,669.38	46.01
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	5,000	5,000	0	57.73	112.19	0.00	4,887.81	2.24
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	0.00	148.09	0.00	151.91	49.36
51000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL MATERIALS & SUPPLIES	19,000	19,000	0	1,407.69	5,836.32	0.00	13,163.68	30.72
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	568.76	0.00 (	68.76)	113.75
51000531.04 DUES, SUBSCR., & PUBLI	5,700	5,700	0	0.00	199.95	0.00	5,500.05	3.51
51000532.01 AUDIT FEES	3,500	3,500	0	3,000.00	4,250.00	0.00 (	750.00)	121.43
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	15,000	15,000	0	0.00	810.00	0.00	14,190.00	5.40
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	5,871.76	11,653.31	0.00	12,346.69	48.56
51000535.01 GENERAL LIABILITY INSU	2,819	2,819	0	0.00	3,547.76	0.00 (	728.76)	125.85
51000535.10 WINDSTORM INS	21,681	21,681	0	0.00	0.00	0.00	21,681.00	0.00
51000535.11 FLOOD INS	1,700	1,700	0	0.00	0.00	0.00	1,700.00	0.00
51000536.01 ELECTRICITY	26,955	26,955	0	4,469.94	13,600.57	0.00	13,354.43	50.46
51000536.02 TELEPHONE	2,000	2,000	0	327.60	1,017.33	0.00	982.67	50.87
51000536.03 WATER	3,300	3,300	0	456.58	1,950.21	0.00	1,349.79	59.10
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	107,155	107,155	0	14,125.88	37,597.89	0.00	69,557.11	35.09
MAINTENANCE								
51000541.02 LANDSCAPING	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000542.03 R & M- BUILDING	0	0	0	0.00	138.99	0.00 (	138.99)	0.00
51000542.21 R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25 R & M- BUILD (NAUTICAL	11,000	11,000	0	139.80	149.79	0.00	10,850.21	1.36
51000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22 R & M- BUILD (CITY HAR	0	0	0	0.00	28.96	0.00 (	28.96)	0.00
51000544.50 R & M- FURNITURE & EQU	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
51000544.55 R & M- VEHICLES & TRAI	500	500	0	40.83	267.45	0.00	232.55	53.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
51000544.65	R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75	DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL MAINTENANCE	35,200	35,200	0	180.63	585.19	0.00	34,614.81	1.66
SUNDRY									
51000551.11	VEHICLE LEASES	13,992	13,992	0	981.87	2,850.59	0.00	11,141.41	20.37
51000552.02	PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03	BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25	DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01	XFER OUT- FD 001- ADMI	65,121	65,121	0	5,426.75	32,560.50	0.00	32,560.50	50.00
51000553.02	XFER OUT- FD 310- '08	124,813	124,813	0	24,919.48	24,919.48	0.00	99,893.52	19.97
51000553.05	XFER OUT- FD 322 - 201	130,576	130,576	0	105,946.68	105,946.68	0.00	24,629.32	81.14
51000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65	XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80	XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL SUNDRY	334,502	334,502	0	137,274.78	166,277.25	0.00	168,224.75	49.71
CAPITAL EXPENDITURES									
51000561.02	CE- LAND & IMPROVEMENT	0	0	0	0.00	1,590.00	0.00	(1,590.00)	0.00
51000562.03	CE- BUILDING & IMPROV	95,000	95,000	0	25,333.34	25,333.34	48,446.66	21,220.00	77.66
51000563.05	CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	0.00	1,167,000.00	0.00
	TOTAL CAPITAL EXPENDITURES	1,262,000	1,262,000	0	25,333.34	26,923.34	48,446.66	1,186,630.00	5.97
TOTAL OPERATIONS									
		<u>1,856,044</u>	<u>1,856,044</u>	<u>0</u>	<u>189,398.82</u>	<u>287,654.08</u>	<u>48,446.66</u>	<u>1,519,943.26</u>	<u>18.11</u>

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

504-PORT & HARBORS FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	0.00	36.98	0.00 (	36.98)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	29.54	0.00 (	29.54)	0.00
59800512.40 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	66.52	0.00 (	66.52)	0.00
<u>SUNDRY</u>								
59800551.203 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00 (	66.52)	0.00
<hr/>								
TOTAL EXPENDITURES	2,065,544	2,065,544	0	216,381.85	355,728.28	70,447.85	1,639,367.87	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	(139,055.72)	10,804.34 (	70,447.85)	(267,399.49)	18.24

*** END OF REPORT ***

BALANCE SHEET - UNAUDITED
AS OF: MARCH 31ST, 2023

Item #3.

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	295,059.21
112.11.6001	INVESTMENTS-LOGIC	266,601.74
113.22	ALLOWANCE FOR UNCOLLECT (	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	71,946.48
116.01.0001	PREPAID INSURANCE	17,319.91
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	820,911.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,665,930.54)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	28,264.48)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,663,670.65)

8,834,220.40

TOTAL ASSETS

8,834,220.40
=====

295,059.21 +

266,601.74 +

002

561,660.95 *

LIABILITIES
=====

207.21	CUSTOMER DEPOSIT (	200.00)
211.10	AP PENDING (DUE TO CONS	2,168.95
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	4,885.92
213.01	BOND PREMIUM (SERIES '18	89,660.89
216.20.3006	BONDS PAYABLE-CURRENT	175,000.00
221.20	BONDS PAYABLE NON-CURREN	1,925,000.00

2,196,511.41

TOTAL LIABILITIES

2,196,511.41

FUND EQUITY/BALANCE
=====

320.07	ENCUMBRANCES (	233,744.58)
320.08	RESERVE FOR ENCUMBRANCES	233,744.58
320.09	PRIOR YEAR ENCUMBRANCE	156,670.66
320.10	PRIOR YEAR RESERV/ENC (	156,670.66)

BALANCE SHEET - UNAUDITED
AS OF: MARCH 31ST, 2023

Item #3.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE		
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,142,816.65	
	TOTAL FUND EQUITY/BALANCE		6,626,904.65
	TOTAL REVENUES	366,532.62	
	TOTAL EXPENSES	355,728.28	
	EXCESS REVENUES OVER EXPENDITURES		10,804.34
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		8,834,220.40

BALANCE SHEET - UNAUDITED
AS OF: MARCH 31ST, 2023

Item #3.

210-PORT COMMISSION PROJECTS

ACCOUNT# TITLE

ASSETS

=====

104.02.0004	DUE FROM OTHER GOVERNMENT	120,000.00
111.21	CLAIM ON CONS CASH (	162,700.00)
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00
155.01.1000	CONSTRUCTION IN PROGRESS	40,200.00

0.00

TOTAL ASSETS

0.00
=====

LIABILITIES

=====

0.00

TOTAL LIABILITIES

0.00

FUND EQUITY/BALANCE

=====

320.07	ENCUMBRANCES (	1,124,330.36)
320.08	RESERVE FOR ENCUMBRANCES	1,124,330.36

TOTAL FUND EQUITY/BALANCE 0.00

TOTAL REVENUES	0.00
TOTAL EXPENSES	0.00

EXCESS REVENUES OVER EXPENDITURES 0.00

TOTAL LIABILITIES & FUND EQUITY/BALANCE

0.00
=====

BALANCE SHEET - UNAUDITED
AS OF: MARCH 31ST, 2023

Item #3.

310-08 PC DEBT SERVICE

ACCOUNT# TITLE

ASSETS
=====

0.00

TOTAL ASSETS

0.00
=====LIABILITIES
=====

212.60 ACCRUED BOND INTEREST 3,824.00

3,824.00

TOTAL LIABILITIES

3,824.00

FUND EQUITY/BALANCE
=====320.01 FUND BAL-RSRV'D/DEBT SER 24,244.46
320.10 PRIOR YEAR RESERV/ENC (1,320.75)
320.98 FUND BALANCE UNRESV 60,201.63

TOTAL FUND EQUITY/BALANCE 83,125.34

TOTAL REVENUES 26,314.41
TOTAL EXPENSES 113,263.75

EXCESS REVENUES OVER EXPENDITURES (86,949.34)

TOTAL LIABILITIES & FUND EQUITY/BALANCE

0.00
=====

BALANCE SHEET - UNAUDITED
AS OF: MARCH 31ST, 2023

Item #3.

322-SERIES 2018 DEBT SERVICE

ACCOUNT# TITLE

ASSETS

=====

0.00

TOTAL ASSETS

0.00

LIABILITIES

=====

212.60 ACCRUED INTEREST PAYABLE 7,068.00

7,068.00

TOTAL LIABILITIES

7,068.00

FUND EQUITY/BALANCE

=====

320.98 FUND BALANCE (6,803.14)

TOTAL FUND EQUITY/BALANCE (6,803.14)

TOTAL REVENUES 105,947.64
TOTAL EXPENSES 106,212.50

EXCESS REVENUES OVER EXPENDITURES (264.86)

TOTAL LIABILITIES & FUND EQUITY/BALANCE

0.00

Port Commission Snapshot

	January	February	March	FYTD
City Harbor				
Revenue	\$ 9,920.99	\$ 7,120.99	\$ 3,920.99	\$ 42,168.71
Expenses	\$ 2,024.91	\$ 1,979.31	\$ 10,907.16	\$ 20,564.49
Gain / (Loss)	\$ 7,896.08	\$ 5,141.68	\$ (6,986.17)	\$ 21,604.22
Harbor of Refuge				
Revenue	\$ 42,096.32	\$ 29,444.70	\$ 56,478.89	\$ 216,037.40
Expenses	\$ 10,032.24	\$ 24,767.97	\$ 21,808.58	\$ 109,558.15
Gain / (Loss)	\$ 32,064.08	\$ 4,676.73	\$ 34,670.31	\$ 106,479.25
Nautical Landings				
Revenue	\$ 14,127.77	\$ 14,235.77	\$ 14,356.22	\$ 86,584.41
Expenses	\$ 8,116.06	\$ 8,107.46	\$ 22,185.03	\$ 60,315.38
Gain / (Loss)	\$ 6,011.71	\$ 6,128.31	\$ (7,828.81)	\$ 26,269.03
Smith Harbor				
Revenue	\$ 1,665.00	\$ 1,665.00	\$ 1,665.00	\$ 9,925.00
Expenses	\$ 466.71	\$ 449.52	\$ 5,281.59	\$ 7,500.76
Gain / (Loss)	\$ 1,198.29	\$ 1,215.48	\$ (3,616.59)	\$ 2,424.24
Total Gain / (Loss)	\$ 47,170.16	\$ 17,162.20	\$ 16,238.75	\$ 156,776.74

* This report does not conform to GAAP and is unaudited.

Cash Profit and Loss Statement

	January	February	March	FYTD
City Harbor				
Dock Lease	\$ 9,920.99	\$ 7,120.99	\$ 3,920.99	\$ 42,168.71
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total City Harbor	\$ 9,920.99	\$ 7,120.99	\$ 3,920.99	\$ 42,168.71
Harbor of Refuge				
Tarrifs				
Oil	\$ 12,516.34	\$ 5,064.02	\$ 5,041.41	\$ 25,864.20
Fertilizer	\$ 4,020.77	\$ -	\$ 18,256.80	\$ 32,296.27
Oyster	\$ 78.53	\$ -	\$ -	\$ 78.53
Rentals				\$ -
Daily Dock Rental	\$ 5,200.00	\$ 3,600.00	\$ 12,400.00	\$ 30,000.00
Dock Rentals	\$ -	\$ -	\$ -	\$ 4,296.06
Dock Leases	\$ 20,280.68	\$ 20,780.68	\$ 20,780.68	\$ 118,943.13
Late Payment Penalties	\$ -	\$ -	\$ -	\$ 4,559.21
Total Harbor of Refuge	\$ 42,096.32	\$ 29,444.70	\$ 56,478.89	\$ 216,037.40
Nautical Landings				
Dock Rent	\$ -	\$ -	\$ -	\$ 80.00
Dock Lease	\$ 7,418.90	\$ 7,549.40	\$ 7,679.60	\$ 43,988.13
Building Lease	\$ 6,676.62	\$ 6,676.62	\$ 6,676.62	\$ 39,851.38
Building Rentals	\$ -	\$ -	\$ -	\$ 300.00
Washer-Dryer	\$ 32.25	\$ 9.75	\$ -	\$ 269.25
Miscellaneous	\$ -	\$ -	\$ -	\$ 2,095.65
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Auction Proceeds	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 14,127.77	\$ 14,235.77	\$ 14,356.22	\$ 86,584.41
Smith Harbor				
Rent	\$ 1,665.00	\$ 1,665.00	\$ 1,665.00	\$ 9,925.00
Late Payment Penalties				\$ -
Total Smith Harbor	\$ 1,665.00	\$ 1,665.00	\$ 1,665.00	\$ 9,925.00
Interest Income	\$ 2,685.09	\$ 2,145.97	\$ 905.03	\$ 11,817.10
Total Income	\$ 70,495.17	\$ 54,612.43	\$ 77,326.13	\$ 366,532.62

* This report does not conform to GAAP and is unaudited.

Cash Profit and Loss Statement

	January	February	March	FYTD
City Harbor				
Overhead Allocation	\$ 2,024.91	\$ 1,950.35	\$ 2,657.16	\$ 12,285.53
R&M Building	\$ -	\$ 28.96	\$ -	\$ 28.96
Contracted Services	\$ -	\$ -	\$ 8,250.00	\$ 8,250.00
Total City Harbor	\$ 2,024.91	\$ 1,979.31	\$ 10,907.16	\$ 20,564.49
Harbor of Refuge				
Overhead Allocation	\$ 9,518.38	\$ 9,167.91	\$ 12,490.33	\$ 57,749.87
Electricity	\$ 492.26	\$ 492.26	\$ 1,009.26	\$ 2,948.40
R&M Infrastructure	\$ 21.60	\$ 37.80	\$ 58.99	\$ 1,007.63
Contracted Services		\$ 15,070.00	\$ 8,250.00	\$ 47,852.25
Total Harbor of Refuge	\$ 10,032.24	\$ 24,767.97	\$ 21,808.58	\$ 109,558.15
Nautical Landings				
Overhead Allocation	\$ 3,905.32	\$ 3,761.52	\$ 5,124.69	\$ 23,694.32
Cable & Internet	\$ 118.44	\$ 118.44	\$ 254.88	\$ 728.64
R&M Building	\$ 9.99	\$ 138.99	\$ 139.80	\$ 288.78
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -
R&M Furniture & Equip	\$ -	\$ -	\$ -	\$ -
Cleaning & Janitorial	\$ 1,431.60	\$ 737.59	\$ 1,049.04	\$ 4,830.62
Lighting & Decoration	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 261.31	\$ 855.76	\$ 11,371.76	\$ 17,153.31
Windstorm Insurance	\$ -	\$ -	\$ -	\$ -
Flood Insurance	\$ -	\$ -	\$ -	\$ -
Electricity	\$ 1,782.22	\$ 2,087.87	\$ 3,460.68	\$ 10,652.17
Telephone	\$ 297.33	\$ 40.20	\$ 327.60	\$ 1,017.33
Water	\$ 309.85	\$ 367.09	\$ 456.58	\$ 1,950.21
Landscaping	\$ -	\$ -	\$ -	\$ -
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 8,116.06	\$ 8,107.46	\$ 22,185.03	\$ 60,315.38
Smith Harbor				
Overhead Allocation	\$ 466.71	\$ 449.52	\$ 612.43	\$ 2,831.60
Contracted Services	\$ -	\$ -	\$ 4,669.16	\$ 4,669.16
Total Smith Harbor	\$ 466.71	\$ 449.52	\$ 5,281.59	\$ 7,500.76
Total Expenses	\$ 20,639.92	\$ 35,304.26	\$ 60,182.35	\$ 197,938.78
Operating Cash Flow	\$ 49,855.25	\$ 19,308.17	\$ 17,143.78	\$ 168,593.84

CE- Land & Improvements	\$	-	\$	-	\$	-	\$	1,590.00
CE - Buildings	\$	-	\$	-	\$	25,333.35	\$	25,333.35
CE - Infrastructure	\$	-	\$	-	\$	-	\$	-
Dredging							\$	-
Transfer Out Fund 310	\$	-	\$	-	\$	24,919.48	\$	24,919.48
Transfer Out Fund 322	\$	-	\$	-	\$	105,946.68	\$	105,946.68
Net Cash Flow	\$	<u>49,855.25</u>	\$	<u>19,308.17</u>	\$	<u>(139,055.73)</u>	\$	<u>10,804.33</u>

* This report does not conform to GAAP and is unaudited.

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets	As of 01/31/2022	As of 02/28/2022	As of 03/31/2022
Ending Cash	\$ 122,008.12	\$ 162,541.25	\$ 295,059.21
Investments Logic	\$ 511,849.70	\$ 513,828.86	\$ 266,601.74
Fund 210 Port Projects	\$ (162,700.00)	\$ (162,700.00)	\$ (162,700.00) *1
Debt Service Funds (310 & 322)	\$ 87,829.79	\$ 88,210.09	\$ -
Total Ending Cash Assets	\$ 558,987.61	\$ 601,880.20	\$ 398,960.95

Current Encumbrances				Ordered	Received	Outstanding
PO#	Task Order	Contractor	Project Description			
23-00039	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 12,244.85	\$ 12,755.15
23-00046		LJA Engineering	Planning Services - Waterfront	\$ 50,000.00	\$ 48,283.07	\$ 1,716.93
23-00071		Barefoot, Mark E.	Structural & Electrical Imprv. @ NL	\$ 73,780.00	\$ 25,333.34	\$ 48,446.66
23-00076		Diamond K Services	Crosstie replacement	\$ 7,529.11		\$ 7,529.11
23-00034		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
					Total	\$ 100,447.85

Budgeted Capital Improvement Projects			
1	Texas Parks & Wildlife Match	\$	167,000.00
</			

Remaining Bond Payments			
1	FY 22/23 Remaining Bond Payments	\$	-
	Total	\$	-

*1 This amount represents the negative fund balance in Fund 210 to be reimbursed by Fund 504. This amount includes Engineering for Breakwater for \$40,000, and CDBG- MIT application of \$30,400 that has been fully paid. We are still pending reimbursement of \$120,000 for the EDA Grant which will significantly reduce the negative fund balance in Fund 210.

* This report does not conform to GAAP and is unaudited.

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS

INFORMATION:

- a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver
- b) Discuss property values and evaluations - Presenter Jody Weaver

CITY OF PORT LAVACA

PORT COMMISSION MEETING: April 18, 2023

DATE: 4.14.2023

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: TPWL – Breakwater Renovations

Matt Glaze reports that Texas Parks and Wildlife has requested another revision to the Section 7 evaluation (Endangered Species requirements). We are waiting on the approval of these revisions. Once we receive that approval, there will be about 2 months or so of review time for the US Fish & Wildlife Service before we will receive authorization to bid.

4b.

Jody Weaver

From: Richard Jander <rjander@valbridge.com> on behalf of Richard Jander
Sent: Friday, April 14, 2023 9:40 AM
To: Jody Weaver
Cc: Jimbo Ruddellat
Subject: RE: Update on Port Reports

Jody,

I did. My apologies for not responding. I was in court this week testifying for another report I wrote. I will be revising this report next week and get it to you as soon as possible.

Sincerely,

Richard Jander, MAI
Director
Valbridge Property Advisors | [Houston](#)
Office 713.467.5858 | Direct 832.369.2562

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Friday, April 14, 2023 9:11 AM
To: Richard Jander <rjander@valbridge.com>
Cc: Jimbo Ruddellat <jrudellat@portlavaca.org>
Subject: Re: Update on Port Reports

Richard, how are you coming with this? You did get my data about the tanks right?

Jody

Sent from my iPhone

Best Regards,
JoAnna P. "Jody" Weaver, P.E.
Interim City Manager
City of Port Lavaca
jweaver@portlavaca.org
361-827-3601

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

- a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17Ar - Presenter Jody Weaver
- b) CRG Limited Phase II Environmental Site Assessment of the Harbor of Refuge Tracts 16, 17, and 17Ar - Presenter Jody Weaver
- c) Project #9250 of the Texas Coastal Resiliency Master Plan and associated GLO CEPRA Grant application - Presenter Jody Weaver

5a

CITY OF PORT LAVACA

PORT COMMISSION MEETING: APRIL 18, 2023

DATE: 4/17/2023

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: TCEQ Inspection of Tracts 17 and 17Ar

TCEQ inspection of Tracts 17 and 17A in June 2022:

TCEQ Municipal Solid Waste did recently approve our application to "Disturb the surface of the landfill", which Urban Engineering prepared on our behalf. The application proposes completion with this "regrading" in about a year. Subsequently, TCEQ enforcement has now closed our Notice of violation case, so everything is good, but we need to begin working towards completion of this regrading project. There are a lot of parts to this, so let me break this down for you.

- This project, as well as two other shoreline protection projects at the Harbor of Refuge, have been included in the 2023 Coastal Resiliency Master Plan. (See more information under separate heading 5c). Mott McDonald is currently working on a GLO CEPRA grant application, due early June, to provide shoreline protection for these approved projects. If approved, we would be responsible for only a percentage of the preliminary engineering costs and GLO would pay for everything else using GoMESA funds. Recall The Matagorda Mitigation Trust has set aside \$200,000 to go towards this engineering match cost.
- The downside is that CEPRA involves several years of paperwork, study, etc. Realistically we're looking at like 2026 completion if all goes well.
- I'd rather not ask for that long of an extension from TCEQ so, the plan is to use part of our projected \$9.1M allocation of CDBG-MIT Round 2 funds to do the initial regrading and cover the disturbed shoreline with clay as approved by TCEQ. Then the CEPRA project would add articulated mat to provide more long-term protection.
- We will need to establish a public access way to and along this shoreline in order to be approved for the CEPRA funding. This is similar to the public dock space at the Harbor of Refuge, - not a bulkhead, but an articulated mat. Note: The City can still in the future provide bulkheaded access along the north side of the landfill site that has not experienced this large amount of erosion.
- Mott McDonald has already been selected as our engineer for any CDBG-MIT funded projects, so they will need to be our engineer for this regrading project. It will still be a few

months I think before the allocation is finalized and then we will need to submit an application to verify that this project is an eligible expense.

- Like I said, there are many parts to this and many still answered questions, but we believe this is the best course of action at this time and offers the maximum potential for protecting this shoreline along the old landfill at the Harbor of Refuge.



CITY OF PORT LAVACA

PORT COMMISSION MEETING: APRIL 18, 2023 **AGENDA ITEM #**

DATE: 4/17/2023

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CRG Environmental Limited Phase II Update (Tracts 17, 17A and 16)


5b.

As you recall CRG prepared and submitted an Affected Property Assessment Report (APAR) to TCEQ on our behalf. We have had no response yet from TCEQ.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: April 18, 2023

DATE: 4.17.2023
TO: PORT COMMISSION
CC: JIM RUDELLAT, HARBOR MASTER
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: **GLO 2023 TEXAS COASTAL RESILIENCY MASTER PLAN**



5C.

2023 - Coastal Resiliency Master Plan is now live on the GLO's website.

<https://www.glo.texas.gov/coast/coastal-management/coastal-resiliency/resources/files/2023-tcrmp-overview.pdf> This is a link to the overview and lists Project #9250 in Region 2 as being included. This project has three parts:

- Shoreline protection for the east side of the old landfill;
- the east (bay) side of the peninsula that protects the Harbor of Refuge and
- the east side of the wetlands areas at the south tip of the Harbor of Refuge track.

I am working with Mott McDonald to prepare and submit a CEPRA grant application for these projects. They are not charging a fee to prepare this application.

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S OPERATIONS,
PROMOTION/DEVELOPMENT ACTIVITY REPORT

INFORMATION:

- a) City Harbor
- b) Nautical Landings Building
- c) Nautical Landings Marina
- d) Smith Harbor
- e) Harbor of Refuge

AGENDA 6**A) City Harbor**

- 1) Miller Seafood lease, will need letter by end May to exercise second option.
- 2) Big Bear lease up 30 June 2023.
- 3) Track 9 & 9A.
- 4) Track 7, 8 & 11
- 5) 31 March 2023 put disposable oil boom out at City Harbor Storm Drain.
- 6) Getting pricing for CCTV Inspection for City Harbor Storm Drain.

B) Nautical Landings Building

- !) 2/16/23 Barefoot Construction commenced work.

C) Nautical Landings Marina

- 1) Matt Estes City Attorney awaiting probate.
- 2) Abandon boat,
- 3) Horizon Environmental has been onsite 15 times since last PC meeting.

D) Smith Harbor

- 1) Dredge spoils getting cost to shape up piles.

E) Harbor of Refuge

- 1) LCI has been hauling fill material & stockpiling.
- 2) Encore Dredging cleaning moving equipment to track 11.
- 3) Clean up trash on track 3.
- 4) Rail Spur repair, drain pipes under rail.
- 5) Aerial spraying

COMMUNICATION

SUBJECT: New Lease Agreement for City Harbor Tract # SLIP CH1 with adjacent land to Big Bear Shrimp and Seafood, LLC. - Presenter Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: APRIL 18, 2023 **AGENDA ITEM #**

DATE: 4/17/2023

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Draft lease for Tract Slip CH1 and adjacent land

Attached is a draft Standard Lease Agreement for Slip CH1 and adjacent land at the City Harbor, with a draft Exhibit A.

As shown in the proposed exhibit, there is 923 sf of land where the steps and the building is. The magenta line is the property line of Scully restaurant, and you can see the 15 ft public access easement across their parking lot to get to this leased tract. It is my understanding that Big Bear does occasionally access the boat slip via Curtis Miller's lease with Mr. Miller's approval.

For consideration:

- Per the Valdrige report, on average, the Miller lease is 0.22 per sf of land with no additional valuation for boat slips.
- Poor Boy pays \$0.20 per sf plus \$250 per shrimp boat slip

So, if we agree that the location of Poor Boys is more of a prime location than Slip CH1, and we use \$0.15 per sf + \$250 for the slip, that equals \$388.45. (He currently pays \$361.12)

I am proposing a 2-year lease with one or more options to extend either once for another 2-years or twice at one-year each. Each anniversary would come with an MCI increase – either straight MCI or min 2% max 5%.

The current lease doesn't expire until the end of June, so we still have some time to work out details.

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **July 1, 2023**

LANDLORD: City of Port Lavaca, Texas, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

TENANT

Company name & address BIG BEAR SHRIMP AND SEAFOOD, LLC
C/O TERRI AND MARK DIETZEL
2241 HIGHWAY 35 N
PORT LAVACA, TX 77979

Home office address SAME

Contact #s Mark Dietzel 361-648-4512 cell

Local responsible party Mark Dietzel

Contact #, email _____

Emergency contact _____

PREMISES

TRACT #'s CITY HARBOR: SLIP CH1 with 923 sf adjacent land

TERM

Commencement Date July 01, 2023

Termination Date June 30, 2025

Monthly Rate \$

Option: With 60 days advance notice, Tenant shall have option to extend the lease agreement at the end of the current lease **for two (2) each one (1) year terms**; City has preferential right with 90 days notice to terminate the lease at the end of the current lease.

Rent Increase for each extension: Municipal Cost Index with a **min. of 2% and a max. of 5%**

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE.
NO SEAFOOD TARIFFS SHALL BE CHARGED UNDER THESE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of July 1, 2023 (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, (hereinafter referred to as "City"), and BIG BEAR SHRIMP AND SEAFOOD (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Tenant desires to lease a portion of land owned by City, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, City intends to lease to Tenant a tract of land located at the CITY HARBOR, City of Port Lavaca, Texas, identified as Tract SLIP CH1 AND 923 SF of Adjacent Land, as fully described in Exhibit "A";

WHEREAS, the City has determined that this lease to Tenant is authorized by law and constitutes a valid public use; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Lease can be acquired by Tenant from the City;

NOW, THEREFORE, the parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

In consideration of the mutual agreements herein set forth, City and Tenant agree as follows:

Article 1. Definitions. As used in this Lease, the following terms (in addition to the terms defined elsewhere herein), and whether singular or plural thereof, shall have the following meanings when used herein with initial capital letters:

"Award" shall mean any payment or other compensation received or receivable from or on behalf of any governmental authority or any person or entity vested with the power of eminent domain for or as a consequence of any Taking.

"Bulkhead" shall mean the dockage facilities located adjacent to the Leased Premises that may or may not be leased by separate agreement or by special agreement herein.

“Business Day” shall mean a day other than Saturday, Sunday or legal holiday recognized in City’s Tariffs.

“City” shall mean the City of Port Lavaca, Texas, a home rule municipality and governmental subdivision identified in the opening recital of this Lease, including its duly appointed and authorized Port Commission, and its successors and assigns and subsequent owners of the Leased Premises.

“City Facilities” shall mean all channels, railways, waterways, docks, slips and other facilities and improvements owned, operated or controlled by City (other than the Leased Premises) which are necessary for access to, or the use and operation of, the Leased Premises as contemplated hereunder.

“City’s Tariffs” shall mean the rates, rules, regulations, policies and tariffs issued, adopted, amended and reissued by City, as recommended by its duly appointed and authorized Port Commission, from time to time (including, without limitation, Tariff No. 1-A, as it may be amended)

“Dockage Charges” are those amounts charged to Tenant pursuant to the City’s Tariff, as amended from time to time as recommended by its duly appointed and authorized Port Commission.

“Event of Default” shall have the meaning set forth in Section 16.01 hereof.

“Fiscal Year” shall mean the twelve-month period beginning October 1st of any given year and ending September 30th of the following year.

“Force Majeure” shall mean acts of God;

“Hazardous Materials” shall have the meaning ascribed to it in Section 4.04 hereof.

“Impositions” shall mean (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy and other taxes, assessments, charges, excises and levies which are imposed upon or with respect to (1) the Leased Premises or any portion thereof, or the sidewalks, streets or alley ways adjacent thereto, or the ownership, use, occupancy or enjoyment thereof or (2) this Lease and the Rent payable hereunder; and (b) all charges for any easement, license, permit or agreement maintained for the benefit of the Leased Premises.

“Improvements” shall mean all improvements constructed on the Leased Premises during the term of this Lease.

“Leased Premises” shall mean (a) the property leased by Tenant pursuant to this Lease, and further described in Exhibit “A” hereto, and (b) all Improvements thereon or

hereafter added to the property described in Exhibit "A" which shall not include the bulkhead adjacent to the property.

"Legal Requirements" shall mean any and all (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Tenant or the Leased Premises, including zoning, environmental and utility conservation matters, (b) City's Tariffs, (c) insurance requirements and (d) other documents, instruments or agreements (written or oral) relating to the Leased Premises or to which the Leased Premises may be bound or encumbered.

"Permitted Use" shall mean the operation of Tenant's business, Big Bear Shrimp and Seafood, LLC as a seafood business which involves loading, unloading and dockage of one seafood boat, storage and the wholesale of seafood and aquatic products; use of the transportation infrastructure access via the access easement across Scully's parking lot; the storage of equipment; and including blending, mixing, storage, and related handling of such materials and components in both bulk and non-bulk forms, and including use of the transportation infrastructure access to any other easements, privately owned or leased docks or terminals, or public highways.

"Taking" shall mean the taking, damaging or destroying of all or any portion of the Leased Premises by or on behalf of any governmental authority or any other person or entity pursuant to its power of eminent domain.

"Total Taking" shall mean any Taking of all or substantially all of the Leased Premises, or of so much of the Leased Premises that the portion remaining cannot, in Tenant's good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

"Partial Taking" shall mean any Taking of less than all of the Leased Premises such that the portion remaining can, in Tenant's good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

"Transfer" shall mean an assignment of this lease to another entity, whether related or unrelated.

Article 2. Leased Premises.

Section 2.01. Description of the Leased Premises. Subject to the provisions of this Lease, City hereby leases, demises and lets to Tenant and Tenant hereby leases from City, the Leased Premises. Both parties acknowledge that City shall have the right to use the Leased Premises in any manner that will not, in City's discretion, reasonably exercised, interfere with Tenant's Permitted Use thereof.

Article 3. Term.

Section 3.01. This lease is for a term of **24 MONTHS** commencing on the first day of July 2023 and continuing until **June 30, 2025**. Tenant shall have the right with sixty (60) days advance written notice to City to exercise **two (2) each one (1) year options to extend this Lease**. City shall have the preferential right with ninety (90) days advance written notice to Tenant to terminate the lease at the end of the current lease term. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 and Article 17 Below.

Article 4. Use.

Section 4.01. Permitted Use. Tenant shall use the Leased Premises for the development and operation of any Permitted Uses under this Lease and in accordance with the City Tariff as it may be amended.

Section 4.02. Continuous Operation. Tenant will occupy and continually use the Leased Premises solely for any or all of the Permitted Uses and in strict compliance with all Legal Requirements. This Lease shall terminate in the event Tenant abandons the use of the Leased Premises for a continuous period of 60 days unless excused by Force Majeure. Violation of this provision shall be considered an event of default under Article 16 below.

Section 4.03. Specifically Prohibited Use. Tenant will not (a) use, occupy or permit the use or occupancy of the Leased Premises or use City's other property for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of this Lease, (2) violative of any of the Legal Requirements, (3) dangerous to life, health, the environment or property, or a public or private nuisance or (4) disruptive to the activities of any other Tenant or occupant of property adjacent to the Leased Premises, (b) commit or permit to remain any waste to the Leased Premises or (c) commit, or permit to be committed, any action or circumstance in or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in canceling the insurance policies maintained by Tenant on the Leased Premises and Improvements thereon. City hereby confirms to Tenant that the use of the Leased Premises for the Permitted Use shall not constitute a prohibited use hereunder so long as the same is conducted in compliance with applicable Legal Requirements.

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous

Materials” shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City’s Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

Section 4.05. Notification of Potential Liability Triggering Event. Within two (2) Business Days following receipt thereof, Tenant shall notify and provide City with all copies of written notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party including, but not limited to, the following:

- (a) The violation of any federal, state, or local statute or regulation;
- (b) The loss of any operating permit;
- (c) Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;
- (d) The institution of any lawsuit by any governmental entity or any private party; or
- (e) The service of a potentially responsible party demand letter from any private or governmental party.

Section 4.06. Consequences of Tenant’s Violation of Environmental Legal Requirements. In the event Tenant’s violation of environmental Legal Requirements expose City to fines or penalties as the owner of the Leased Premises, Tenant shall provide the defense of the City with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings, including appeals, if any. In the event of Tenant’s unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve-month period, City may re-open negotiations regarding the Term and Land Rent under this Lease.

Section 4.07. INDEMNIFICATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES,

COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

Section 4.08. Liability for Environmental Cleanup. Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

Section 4.09. Compliance with City Code of Ordinances related to Smoking. Tenant shall comply with Article 2 of Chapter 20 of the City's Code of Ordinances related to Smoking.

Article 5. Rent.

Section 5.01. Land Rent. Tenant shall pay to City monthly rent of \$ [REDACTED] per month, beginning July 1, 2023 and on the first (1st) day of each month thereafter during the term of this Lease. If one or both of the one-year extensions are exercised under this lease agreement, each such extension shall include a rent adjustment based upon the most recently published Municipal Cost Index (MCI) at the time of the increase compared with the MCI published for July 2023, with a minimum increase of 2% and a maximum increase of 5%. Rent shall be prorated for any partial month.

Section 5.02. Wharfage Rates and Charges/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities. NO SEAFOOD TARIFFS SHALL BE ASSESSED DURING THE TERM OF THIS LEASE.

Section 5.03. Place of Payment. Rental and all other payments due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

Section 5.04. Delinquent Payments. All Rent and other payments required of Tenant hereunder which are not paid by the 10TH of the month shall be assessed a charge of ten percent (10%) of the rent then due per month of delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

Section 5.05. Other Charges: Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.

Section 5.06. Tenant to Control Charges. City shall, to the maximum extent permitted by law, permit Tenant to pay directly to the relevant taxing or other authorities or third parties all charges due under this Article 5, if Tenant so requests.

a. Tenant may, at Tenant's expense and in Tenant's or City's name, in good faith contest any charges (and City shall cooperate fully in any such contest) and, in the event of any such contest, may permit such charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless City shall notify Tenant that, in the reasonable opinion of City, by nonpayment of any such charges the interest of City in the Lease will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event Tenant shall promptly pay any such charges.

b. Tenant agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate City to make any payment or to take or refrain from taking any action, other than ministerial acts.

c. All rebates, refunds or other return of charges shall be paid directly to Tenant, or if received by the City, shall be promptly paid over to Tenant.

Section 5.07. Land Rent upon Holdover. If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. City may prevent and disapprove removal if Tenant is in default under Article 16 below. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

Section 6.02. Permits. Tenant shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of the Improvements and Tenant's use and occupancy of and operations at the Leased Premises.

Section 6.03. Alterations & Improvements. Tenant shall not make, or permit to be made, any alterations, improvements or additions to, or install, or permit to be installed, any fixture or equipment in or on the Leased Premises, without the written approval of City. Such written approval must be obtained prior to commencement of construction. City shall not unreasonably withhold or delay such approval. All improvements made, placed, or constructed on the Leased Premises by Tenant shall be maintained at the sole cost and expense of Tenant. Tenant shall construct and install its improvements in a good and workmanlike manner. All permanent improvements become the property of the City and shall not be removed. Any improvements made shall be in accordance with the Americans with Disabilities Act.

Section 6.04 Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **"AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental

potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises.

Section 6.05. Repair and Maintenance. Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.06. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

Section 6.07. Damages to property and facilities. Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

Article 7. Utilities. Tenant shall, at its sole cost and expense, provide for whatever additional services and utilities it may desire, including but not limited to water, both potable and non-potable, fire water, gas, electricity, telephone, internet, sewage treatment, waste water collection and drainage and any other utilities or similar services used in or on the Leased Premises, but shall have no obligation to provide such services or utilities except as needed by Tenant. Tenant shall be responsible for all costs and charges in connection therewith and agrees to pay the same promptly as such charges accrue, and to protect, indemnify and hold City harmless from and against any and all liability for any such costs or charges.

Article 8. Impositions. During the Term, Tenant shall pay or cause to be paid as and when the same shall become due, all Impositions. Impositions that are payable by Tenant for the tax year in which Commencement Date occurs as well as during the year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable for such periods of time. Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due. Upon request by

City, Tenant shall deliver to City evidence of payment of any Imposition Tenant is obligated to pay hereunder.

Article 9. Transfer by Tenant.

Section 9.01. General. Tenant shall not affect or suffer any Transfer without the prior written consent of City. Any attempted Transfer without such consent shall be void and of no effect. If City does consent to a Transfer, Tenant herein shall not be relieved of any responsibility, including, but not limited to the duty to pay rent and guarantees of performance under this Lease.

Section 9.02. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

Article 10. Access by City/exercise of Self-Help. City, its employees, contractors, agents and representatives, shall have the right (and City, for itself and such persons and firms, hereby reserves the right) to enter the Leased Premises during reasonable business hours and upon reasonable notice (a) to inspect the Leased Premises, (b) to show the Leased Premises to prospective purchasers or tenants, (c) to determine whether Tenant is performing its obligations hereunder and, if it is not, to perform same at City's option and Tenant's expense or (d) for any other reasonable purpose. In an emergency, City (and such persons and firms) may use any means to open any door into or in the Leased Premises without any liability therefor. Entry into the Leased Premises by City or any other person or firm named in the first sentence of this Article for any purpose permitted herein shall not constitute a trespass or an eviction (constructive or otherwise), or entitle Tenant to any abatement or reduction of Rent, or constitute grounds for any claim for damages for any injury to or interference with Tenant's business, for loss of occupancy or for consequential damages, but City shall not unreasonably interfere with Tenant's use or quiet enjoyment of the Leased Premises.

Article 11. Insurance.

Section 11.01. Liability Insurance. The Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial General Liability insurance and Environmental Impairment Liability Insurance. Each policy shall be in an amount not less than Two Million (\$2,000,000.00) general aggregate for bodily injury and property damage. City shall be included on the Tenant's Commercial General Liability policy as an additional insured and furnished a Certificate of Insurance evidencing such coverage. The coverage shall also provide for a waiver of all rights of subrogation.

Section 11.02. Property Insurance. Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial Property insurance covering City's buildings, fixtures, equipment, and tenant improvements and betterments at actual cash value as defined as replacement cost. Tenant shall procure and maintain Commercial Property insurance to cover its personal property.

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) AND FOR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW), INCLUDING COSTS, EXPENSES, PENALTIES AND INTEREST, ATTORNEY FEES AND SETTLEMENTS HEREINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED

OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

CITY AND TENANT ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE 12 COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTY'S OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS LEASE.

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during the Term, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant will perform such restoration with at least as good workmanship and quality as the improvements being restored, and in compliance with the provisions of Article 6 hereof. Notwithstanding the foregoing provisions of this subparagraph (a) to the contrary, if all such improvements are wholly destroyed by any casualty, or are so damaged or destroyed that, the City determine in its sole discretion that it would be uneconomic to cause the same to be restored, then Tenant shall not be obligated to restore such improvements and this Lease shall terminate as of the date the Improvements are removed and the property is restored in accordance with §6.01.

(b) If a casualty loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Tenant for the damages arising from such

casualty shall be distributed and paid directly to the Party actually performing the restoration of the Leased Premises under Sections 6.01 and 13.01(a), as interest may appear, for all damages to the Leased Premises or for costs incurred for the restoration of the Leased Premises to its unimproved condition as provided in Section 6.01.

Section 13.02. Notice of Damage. Tenant shall immediately notify City of any destruction of or damage to the Leased Premises.

Article 14. Condemnation.

Section 14.01. Total Taking. If a Total Taking of the Leased Premises occurs, then this Lease shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises and the parties shall be entitled to receive and retain the Award for the Taking of the Leased Premises as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.]

Section 14.02. Partial Taking. If a Partial Taking of the Leased Premises occurs, as defined in Article 1 above, (a) this Lease shall continue in effect as to the portion of the Leased Premises not taken, and (b) Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the parties shall be entitled to receive and retain the Award for the portion of the Leased Premises taken, as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.] In addition, upon a Partial Taking, the Land Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

Section 14.03. Notice of Proposed Taking. Tenant and City shall immediately notify the other of any proposed Taking of any portion of the Leased Premises.

Article 15. Quiet Enjoyment. Tenant, on paying the Rent and all other sums called for herein and performing all of Tenant's other obligations contained herein, shall and may

peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the Term subject to the provisions of this Lease. City agrees to warrant and forever defend Tenant's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under City (but not otherwise), subject to the provisions of this Lease, all matters of record in the Official Records of Calhoun County, Texas, and any unrecorded easements or licenses executed by City to the extent the foregoing are validly existing and applicable to the Leased Premises.

Article 16. Default.

Section 16.01. Events of Default. Each of the following occurrences shall constitute an Event of Default by a party under this Lease:

- (a) The failure of Tenant to pay any amount due under this Lease on or before the 10th day of the month.
- (b) The failure by a Tenant to perform, comply with or observe any other agreement, obligation or undertaking of such Tenant, and the continuance of such failure for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying such failure, except that if cure is not reasonably possible within such thirty (30) day period, Tenant shall not be in default if it promptly commences cure within such period and thereafter diligently pursues cure until completion;
- (c) The filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, or seeking any relief under the federal Bankruptcy Code or any similar debtor relief laws; or
- (d) Use of the Leased Premises by Tenant or its successors or assigns for any purpose other than a Permitted Use, as defined in Article 1, and Tenant's failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

Section 16.02. Remedies. Other than the default of 16.01(a) which shall allow for City to take immediate action as allowed by law, upon the occurrence of an Event of Default by Tenant, the Landlord may, in addition to its other remedies, terminate this Lease upon thirty (30) days notice to the other party; however, such notice shall not be effective if the Tenant cures the Event of Default within the meaning of Section 16.01(b) above. Further, Landlord may declare all Land Rent for the entire balance of the then current Lease Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred.

Section 16.03. No Waiver; No Implied Surrender. Provisions of this Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision evidencing the waiver in writing. No waiver of any breach by a party shall constitute a waiver of any subsequent breach.

Section 16.04. City's Right of Reentry Upon Default. At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

Article 17. Right of Reentry.

Upon the expiration or termination of the Term for whatever cause, or upon the exercise by City of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately, quietly and peaceably surrender to City possession of the Leased Premises in the condition and state of repair required under the Lease and Tenant shall remove the non-permanent Improvements in accordance with Section 6.01 hereof. If Tenant fails to surrender possession as herein required, City may initiate any and all legal action as City may elect to dispossess Tenant and all persons or firms claiming by, through or under Tenant of its non-permanent Improvements from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage or destruction thereto) any such non-permanent Improvements at Tenant's cost and expense. For so long as Tenant remains in possession of the Leased Premises after such expiration, termination or exercise by City of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant under this Lease, except that the Land Rent shall be twice the per day Land Rent in effect immediately prior to such expiration, termination or exercise by City. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

Article 18. Miscellaneous.

Section 18.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute

independent unconditional obligations to be performed at the times specified hereunder, regardless of any breach or default by City hereunder. Tenant shall have no right to claim any nature of lien against the Leased Premises or to withhold, deduct from or offset against any Rent or other sums to be paid to City by Tenant.

Section 18.02. Applicable Law. This Lease shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

Section 18.03. Assignment by City. City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or this Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

Section 18.04. Estoppel Certificates. From time to time at the request of City, Tenant will promptly and without compensation or consideration execute, have acknowledged and deliver a certificate stating (a) the rights (if any) of Tenant to extend the Term or to expand the Leased Premises, (b) the Rent (or any components of the Rent) currently payable hereunder, (c) whether this lease has been amended in any respect and, if so, submitting copies of or otherwise identifying the amendments, (d) whether, within the knowledge of Tenant after due investigation, there are any existing breaches or defaults by City hereunder and, if so, stating the defaults with reasonable particularity and (e) such other information pertaining to this Lease as City may reasonably request.

Section 18.05. Signs. Tenant shall not install any signs, placards or other advertising or identifying marks upon the Leased Premises or upon the exterior of any Improvements to or constituting a part of the Leased Premises without the prior written consent of City, which shall not be unreasonably withheld. Tenant agrees to remove promptly and to the satisfaction of City (at Tenant's sole cost and expense) upon the expiration or earlier termination of the Term any and all such signs, placards or other advertising or identifying marks.

Section 18.06. Relation of the Parties. It is the intention of the parties to create hereby the relationship of City and Tenant, and no other relation is hereby created. Nothing in this Lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

Section 18.07. Public Disclosure. City is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and as such City is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by City as required

by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose City (or any party acting by, through or under City) to any claim, liability or action by Tenant.

Section 18.08. Notices and Billing Address. All notices and other communications given pursuant to this Lease shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth in this Lease, or sent by prepaid telegram, cable or telex followed by a confirmatory letter. Notice mailed in the aforesaid manner shall become effective three (3) Business Days after deposit; notice given in any other manner shall be effective only upon receipt by the intended addressee. For the purposes of notice and/or billing, the address of

- (a) City shall be:
 City of Port Lavaca
 202 N. Virginia
 Port Lavaca, Texas 77979
 Attention: City Manager (payments – Finance Director)

and

- (b) Tenant shall be:
BIG BEAR SHRIMP AND SEAFOOD
C/O TERRI AND MARK DIETZEL
2241 HIGHWAY 35 N
PORT LAVACA, TX 77979

Each party shall have the continuing right to change its address for notice hereunder by the giving of fifteen (15) days prior written notice to the other party; provided however, if Tenant vacates the location that constitutes its address for notice hereunder without changing its address for notice pursuant to this Lease, then Tenant's address for notice shall be deemed to be the Leased Premises.

Section 18.09. Entire Agreement, Amendment and Binding Effect. This Lease constitutes the entire agreement between City and Tenant relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by City and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to

any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

Section 18.12. Authority. The person executing this Lease on behalf of Tenant personally warrants and represents unto City that (a) (if applicable) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas (b) Tenant has full right and authority to execute, deliver and perform this Lease, (c) the person executing this Lease on behalf of Tenant was authorized to do so and (d) upon request of City, such person will deliver to City satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant.

Section 18.13. Incorporation by Reference. Exhibits “A” and “B” hereto is incorporated herein for any and all purposes.

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity of any provision hereof.

Section 18.16. Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

[Signatures follow on Next Page]

DRAFT

EFFECTIVE JULY 1, 2023 and EXECUTED this ____ day of _____,

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

TENANT

By: _____

Name: _____

Title: _____