



REGULAR PORT COMMISSION MEETING

Tuesday, August 20, 2024 at 3:00 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

The following item will be addressed at this or any other meeting of the 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, AUGUST 20, 2024 beginning at 03:00 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/85899908048?pwd=eplEa6oFUk9vzYjsZeFa9yECcIG1JZ.1>

Meeting ID: 858 9990 8048

Passcode: 185842

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 JULY 16, 2024 - REGULAR MEETING

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT FOR JULY 2024.

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. CITY MANAGER'S REPORTS.

5. 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: NEW BUSINESS

- 6. RECEIVE AND DISCUSS STATUS REPORT FROM THE TARIFF DEVELOPMENT COMMITTEE.

- 7. PRESENTATION FROM THE SOUTHERN FEDERATION OF COOPERATIVES, MATAGORDA BAY FISHING COOPERATIVE AND MILLER SEAFOOD CO. INC. - PRESENTER JODY WEAVER.

- 8. CONSIDER CHANGING THE TIME FOR THE REGULAR PORT COMMISSION MEETING.

COMMENTS

- 9. COMMENTS FROM COMMISSIONERS.

ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

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, August 20, 2024**, beginning at 03:00 p.m., was posted at city hall, easily accessible to the public, as of **05:00 p.m. Friday, August 16, 2024**.

_____/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 JULY 16, 2024 - REGULAR MEETING



REGULAR PORT COMMISSION MEETING

Tuesday, July 16, 2024 at 3:00 PM

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

MINUTES

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

On this the 16TH day of July 2024, the Port Commission of the City of Port Lavaca, Texas, convened in a regular session at 3:02 p.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
Sue Traylor	Commissioner
Larry Nichols	Commissioner

And with the following Commissioners absent:

Robert Knox	Commissioner
Jamie O'Neil	Commissioner

**And with the following:

Commissioner Davila arrived at 3:22 p.m. during Agenda #3 (b)

Comments from the Public:

RJ Shelly, Matagorda Bay Fish Cooperative presented to the board plans to develop oysters, bait, and shrimp business.

CONSENT AGENDA

1. APPROVAL OF MINUTES

a) MINUTES OF JUNE 18, 2024 - REGULAR MEETING

Motion made by Commissioner McGuire

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

THAT, the June 18th, 2024, minutes of the Regular Port Commission meeting held on July 16, 2024, are hereby approved.

Seconded by Commissioner Traylor

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Sue Traylor, Larry Nichols

Voting Nay: None

Motion carries.

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT FOR JUNE 2024.

No reports for June 2024.

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 meeting packet dated July 16th, 2024.

Agenda item discussed.

No action was taken.

4. CITY MANAGER'S REPORT.

• **City Harbor Flood Light billing:**

There still has been no change in the billing for the Flood lights at the Harbor of Refuge since we switched them to LED in December. I've again reached out to Vee Strauss to ask her to find out whether AEP has made notification to GEXA about the switch to LED

bulbs. Once we get the billing corrected, I will work with GEXA to get credit for the months since the new lights were installed mid-December.

- **Financial posting of Property Tax Revenue:**
Brittney and I had a meeting with the Calhoun County Appraiser Paul Spaeth and Deputy Chief of Collection Tammy Blakeman last week. They are putting together a list of all Property ID's associated with tracts overseen by the Port Commission. We should have that by the end of the month and then be able to provide a good dollar figure for the amount of funds that will be transferred from the General Fund to the Port Commission in accordance with the 2024-25 Budgetary policies.
- **TPWL Grant — Renovations to the Nautical Landings Marina Breakwater:**
We have had no update on this NOAA review.
- **CDBG-MIT Coastal Resilience Living Shoreline Project**
The public comment period on the COE permit application ended on July 8. We have had no other communication regarding this application.
- **ReStore (cleanup of old barge(s) in Smith Harbor)**
The Workplan has been prepared and submitted by our consultant Kim Griffith. We are still awaiting approval by TCEQ before moving forward with bid package preparation or meeting any other environmental requirements that may arise.
- **CDBG-MIT Round 2 Application for use of funds** (Voluntary Restoration II and Culvert replacement at the Harbor of Refuge): There have been no new RFI's from GLO regarding this application.
- **Replacement of culverts under rail at Corporation Ditch**
There have been no new RFI's from GLO regarding this application.
- **GLO CEPRA GRANT:** As reported last month, we paid our \$275,200 match to the GLO. We subsequently submitted for reimbursement of \$200,000 from the Matagorda Bay Mitigation Trust Fund and we have received this reimbursement.

On June 26, Jim and I attended a kickoff meeting with GLO and the engineering team on this project. I will share the kickoff meeting slides once I receive them.
- **Restaurant:** You might note that the stairs are being corrected to provide a proper landing. Engineer Victor Fredricksen confirmed that the windows are installed per sealed plans and added that 28" is the minimum length of a shear wall and so standard construction allows for windows and doors to be 28" from corners without any extra bracing.
- **MBMT Grant Downtown Waterfront Public Access Improvement:**
Attached are the proposed drawings for the COE permit application.

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

- 12 July 2022 received two Bid lease Proposals for track 9 & 9A City Harbor (Prestige Oysters Inc. & Matagorda Bay Fishing Cooperative).

b) Nautical Landings Building

- Working on building improvements, lighting and storefront on the south end of the building.

c) Nautical Landings Marina

- Horizon Environmental has been onsite 7 times since the last PC meet.

d) Smith Harbor

- 28 June 2024 moved the pilings, timbers float to higher ground.

e) Harbor of Refuge

- 26 June 2024 Met at City Hall with Mott MacDonald CEPRA GLO Grants then went to look at work sites.
- Working on new wetland delineation so we can commence leveling & spreading dirt.
- Wead control spraying.

- ❖ b) Nautical Landings Building: Port Commission recommends Jim Rudellat to proceed with the purchase of corrugated sheets for Nautical Landings Building.

6. ANNOUNCEMENT BY CHAIRMAN THAT PORT COMMISSION WILL RETIRE INTO CLOSED SESSION:

TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY), IN ACCORDANCE WITH CHAPTER 551, TITLE 5, SECTION 551.072 OF THE TEXAS GOVERNMENT CODE.

- Chairman Davila announced that Port Commission would retire into closed session at 4:02 pm.

7. RETURN TO OPEN SESSION AND TAKE ANY ACTION DEEMED NECESSARY WITH REGARD TO MATTERS IN CLOSED SESSION.

- Chairman Davila announced that Port Commission was back in open session at 4:31 pm.

(1)

Motion made by Commissioner McGuire

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

THAT, Chairman Davila, makes motion to accept the bid lease proposal from Prestige Oysters for Track 9 and 9a using the standard lease agreement with a minimum of two percent (2%) MCI increase for five (5) years.

Second Commissioner Nichols.

Voting Aye: Alex Davila, Raymond Butler, Mike McGuire, Larry Nichols.

Voting Nay: Sue Traylor

Motion carries.

(2)

Motion made by Commissioner Butler

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

THAT, Chairman Davila, makes recommendation to accept a month-to-month lease from The Federation of Southern Cooperatives.

Second Commissioner Nichols.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Raymond Butler, Sue Traylor, and Larry Nichols.

Voting Nay: None

Motion carries.

ACTION ITEMS: GROUND LEASES

- 8. DISCUSS NEW LEASE AGREEMENT FOR THE SOUTHERN FEDERATION OF COOPERATIVES AND MATAGORDA BAY FISHING COOPERATIVE - PRESENTER JODY WEAVER**

Agenda item discussed.

Motion made in closed session – Agenda 7 (2)

ACTION ITEMS: NEW BUSINESS

- 9. RECEIVE AND DISCUSS STATUS REPORT FROM THE TARIFF DEVELOPMENT COMMITTEE.**

Jody Weaver provided the board with a DRAFT Tariff Circular NO 1 for Ports and Harbors.

- A copy of this draft can be found in the Port Commission meeting packet dated July 16th, 2024.

Table to next Port Commission Meeting in August 2024.

- 10. DISCUSS AND REVIEW THE 2024-2025 PROPOSED BUDGET AND 5-YEAR CAPITAL IMPROVEMENT PLAN FOR THE PORTS AND HARBORS FUND.**

Jody Weaver provided the board with a copy of the proposed first draft budget for Ports and Harbors for review.

Commissioners requested a couple of changes to HOR Contracted Services, R&M Infrastructure and R&M Building NL Marina.

COMMENTS

- 11. COMMENTS FROM COMMISSIONERS.**

Agenda item discussed.

No action necessary.

ADJOURNMENT

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner Butler seconded this motion.

Motion passed by the following vote:

Voting Aye: Alex Davila, Raymond Butler, Mike McGuire, Sue Traylor, and Larry Nichols.

Voting Nay: None

The meeting was adjourned at 5:30 p.m.

These minutes were approved on August 20, 2024.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin Assist.

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT
FOR JULY 2024.

INFORMATION:

Port Lavaca Port Commission Monthly Inspection

Month: JULY 2024 Location: **City Harbor**

20 August 2024

1. Fueling Area

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: **16 JULY 2024 TAGGED 3 BOATS AT TRACK 9 & 9A.**

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:

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 & Kevels

Condition: **Satisfactory** Unsatisfactory Not Applicable
Comments:

10. Fire Extinguishers

Condition: **Satisfactory** Unsatisfactory Not Applicable
Comments: **3 JULY 2024 WERE INSPECTED AT THE EVELYNS BUILDING
EAGLE FIRE & SAFETY INC.**

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: _____

Port Lavaca Port Commission Monthly Inspection

Month: JULY 2024 Location: Harbor of Refuge

20 August 2024

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: 14 August 2024 CRG started wetland delineation.

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:

12. Cement Cap

Condition: **Satisfactory** Unsatisfactory Not Applicable
Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable
Comments:

14. CLEAN UP

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: JULY 2024 Location: **NLM / SMITH HARBOR**

20 August 2024

1. Boats

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: 31 JULY 2024 Barefoot Construction replaced the main Structural south beam at the end of B Dock.

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 & RollersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & FendersCondition: Satisfactory **Unsatisfactory** Not ApplicableComments: 11 June 2024 Barefoot Construction replaced
All bad rubber bumpers on dock A.**9. Cleats & Kevels**Condition: Satisfactory **Unsatisfactory** Not ApplicableComments: **Dock A 15 broken cleats, Dock B 2 broken cleats.****10. Gates & Locks**Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. DredgingCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. CementCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. BulkheadCondition: **Satisfactory** Unsatisfactory Not Applicable

Com

Harbor Master: _____

Port Lavaca Port Commission Monthly Building Inspection

Month: JULY 2024 Location: **NLB**

20 August 2024

1. Building Maintenance:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: 1 August 2024 Barefoot Construction cut brick opening southend
For Mitchel Glass to install storefront.

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: 1 JULY 2024 Barefoot Construction replaced bad HVAC air handler blower motor suite 5.

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: 3 JULY 2024 Inspected Eagle Fire & Safety Inc.

11. Hand Railing:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. Stairs & Steps

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

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	PER BARREL
11/29/2023	1201384	EQUALIZER, INC.	OIL	/	10/2023	65,049.370	\$8,131.17
1/25/2024	1207911	EQUALIZER, INC.	OIL	/	11/2023	81,905.300	\$10,238.16
1/25/2024	1207912	EQUALIZER, INC.	OIL	/	12/2023	80,435.950	\$10,054.49
2/29/2024	1211694	EQUALIZER, INC.	OIL	/	01/2024	68,604.150	\$8,575.51
3/27/2024	1214986	EQUALIZER, INC.	OIL	/	02/2024	57,461.690	\$7,182.71
5/1/2024	1218781	EQUALIZER, INC.	OIL	/	03/2024	54,766.170	\$6,845.77
5/30/2024	1222214	EQUALIZER, INC.	OIL	/	04/2024	24,772.060	\$3,090.26
7/2/2024	1225921	EQUALIZER, INC.	OIL	/	05/2024	48,729.150	\$6,092.40
8/1/2024	1229235	EQUALIZER, INC.	OIL	/	06/2024	42,033.310	\$5,254.16
		EQUALIZER, INC.	OIL	/	07/2024	49,794.180	PENDING
		EQUALIZER, INC.	OIL	/	08/2024		
		EQUALIZER, INC.	OIL	/	09/2024		

FY 2023-2024 - TOTAL \$65,464.63

DAILY DOCK RENTAL

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
11/28/2023	OCTOBER	1201258	MONTHLY DOCK FEE	\$500.00	10/2023	Paid
1/25/2024	NOVEMBER	1207909	MONTHLY DOCK FEE	\$750.00	11/2023	Paid
1/25/2024	DECEMBER	1207910	MONTHLY DOCK FEE	\$1,000.00	12/2023	Paid
2/29/2024	JANUARY	1211699	MONTHLY DOCK FEE	\$750.00	01/2024	Paid
3/27/2024	FEBRUARY	1214994	MONTHLY DOCK FEE	\$500.00	02/2024	Paid
4/26/2024	MARCH	1218440	MONTHLY DOCK FEE	\$750.00	03/2024	Paid
5/28/2024	APRIL	1222072	MONTHLY DOCK FEE	\$500.00	04/2024	Paid
7/2/2024	MAY	1225922	MONTHLY DOCK FEE	\$500.00	05/2024	Paid
7/24/2024	JUNE	1228628	MONTHLY DOCK FEE	\$500.00	06/2024	Paid
	JULY		MONTHLY DOCK FEE		07/2024	
	AUGUST		MONTHLY DOCK FEE		08/2024	
	SEPTEMBER		MONTHLY DOCK FEE		09/2024	

From : Camin Cargo Control
To : GulfMark Energy Inc.

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

patim@gulfmarkenergy.com
shelys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : FMT - 3060 - *Cullen Posseltine*
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1
Date : 05-JUL-2024
File NA° : *EVG-13275*
Ref. NA° : *VG240701-A*

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 12,234.51
Free Water 0.00
GSV

Barrels @ 60 °F 12,234.51
Gallons @ 60 °F 513,849.42

Long Tons - Air 1,741.668
Metric Tons - Air 1,769.616
Short Tons - Air 1,950.668
Kilograms - Air 1,769,616.C
Pounds - Air 3,901,336.C

API Gravity @ 60 °F (T) 23.7

NSV

Barrels @ 60 °F 12,184.83
Gallons @ 60 °F 511,762.86

Long Tons - Air 1,734.596
Metric Tons - Air 1,762.430
Short Tons - Air 1,942.747
Kilograms - Air 1,762,430.C
Pounds - Air 3,885,494.C

S&W % 0.406**
S&W Vol. 49.68
S&W Source Shore Tanks Before Load
** Quality based on individual open and close of shore tank.

Total Vessel Quantities

Vessel : FMT - 3060

TCV, Bbls @ 60 °F 12,239.43 VEF of 1.0045 Applied No VEF Applied
Free Water 0.00 12,294.51
0.00

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Paul Migala / GulfMark Energy Inc. paulm@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : MM - 14B & 68
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1
Date : 29-JUL-2024
File NA° : FVI-13286
Ref. NA° : ER240701

QUANTITIES - CRUDE OIL
Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 37,651.61
Free Water 0.00
GSV

Barrels @ 60 °F 37,651.61
Gallons @ 60 °F 1,581,367.62

Long Tons - Air 5,353.062
Metric Tons - Air 5,438.962
Short Tons - Air 5,995.429
Kilograms - Air 5,438,962.0
Pounds - Air 11,990,859.0

API Gravity @ 60 °F (C) 23.9

NSV

Barrels @ 60 °F 37,609.35
Gallons @ 60 °F 1,579,592.70

Two barges loaded on two different days. Both barges are tied to the same boat.

Long Tons - Air 5,347.054 24th - 18,296.98
Metric Tons - Air 5,432.857 29th - 19,312.37
Short Tons - Air 5,988.700 Total 37,609.35
Kilograms - Air 5,432,857.0
Pounds - Air 11,977,400.0

S&W % 0.112**
S&W Vol. 42.26
S&W Source

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

Total Vessel Quantities

Vessel : MM - 14B | MM - 68
TCV, Bbls @ 60 °F 37,888.07
Free Water 0.00
GSV

HELENA CHEMICAL

0.79

Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	BARGE ONLY	RAIL ONLY	TOTAL TARIFF AMOUNT PAID @ \$0.79 PER TON
11/1/2023	ACH PMT	HELENA CHEMICAL	4199.908	0	10/2023	4,199.908	\$3,317.93	\$0.00	\$3,317.93
12/13/2023	ACH PMT	HELENA CHEMICAL	11897.681	0	11/2023	11,897.681	\$9,399.17	\$0.00	\$9,399.17
12/27/2023	ACH PMT	HELENA CHEMICAL	9736.646	0	12/2023	9736.646	\$7,691.95	\$0.00	\$7,691.95
2/2/2024	ACH PMT	HELENA CHEMICAL	3377.583	0	01/2024	3377.583	\$2,668.29	\$0.00	\$2,668.29
2/29/2024	ACH PMT	HELENA CHEMICAL	6384.241	0	02/2024	6384.241	\$5,043.55	\$0.00	\$5,043.55
4/1/2024	ACH PMT	HELENA CHEMICAL	7251.033	0	03/2024	7251.033	\$5,728.32	\$0.00	\$5,728.32
5/1/2024	ACH PMT	HELENA CHEMICAL	16667.154	0	04/2024	16667.154	\$13,167.05	\$0.00	\$13,167.05
6/5/2024	ACH PMT	HELENA CHEMICAL	6054.358	0	05/2024	6,054.358	\$4,782.94	\$0.00	\$4,782.94
	ACH PMT	HELENA CHEMICAL	12326.661	0	06/2024	12,326.661	PENDING PMT	\$0.00	\$0.00
8/12/2024	ACH PMT	HELENA CHEMICAL	3027.659	0	07/2024	3,027.659	\$2,391.85	\$0.00	\$2,391.85
	ACH PMT	HELENA CHEMICAL			08/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			09/2024				
TOTAL			80922.924	0		FY 2023-2024 - TOTAL	\$54,191.05	\$0.00	\$54,191.05

99-1810-00

MONTHLY RAIL FEE

Date Received	REPORTING MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
9/26/2023	OCT	ACH	MONTHLY RAIL FEE	\$1,000.00	10/2023	PAID
10/26/2023	NOV	ACH	MONTHLY RAIL FEE	\$1,000.00	11/2023	PAID
11/27/2023	DEC	ACH	MONTHLY RAIL FEE	\$1,000.00	12/2023	PAID
1/2/2024	JAN	ACH	MONTHLY RAIL FEE	\$1,000.00	01/2024	PAID
1/26/2024	FEB	ACH	MONTHLY RAIL FEE	\$1,000.00	02/2024	PAID
2/26/2024	MAR	ACH	MONTHLY RAIL FEE	\$1,000.00	03/2024	PAID
4/1/2024	APR	ACH	MONTHLY RAIL FEE	\$1,000.00	04/2024	PAID
4/26/2024	MAY	ACH	MONTHLY RAIL FEE	\$1,000.00	05/2024	PAID
5/28/2024	JUNE	ACH	MONTHLY RAIL FEE	\$1,000.00	06/2024	PAID
6/26/2024	JULY	ACH	MONTHLY RAIL FEE	\$1,000.00	07/2024	PAID
7/26/2024	AUG	ACH	MONTHLY RAIL FEE	\$1,000.00	08/2024	PAID
	SEPT	ACH	MONTHLY RAIL FEE		09/2024	

\$11,000.00



MONTHLY TARIFF REPORT

DATE: August 19, 2024

REPORTING PERIOD: June 2024
(MONTH) (YEAR)

COMPANY NAME: Helena Agri-Enterprises, LLC

MAILING ADDRESS: 225 Schilling Blvd., Suite 300
(P. O. Box Number or Street)

Collierville TN 38017
(City) (State) (Zip Code)

12,326.661 Tons of Fertilizer DRY OR LIQUID @ 0.79¢ per ton
Tons BARGE / RAIL (Name of Product)

0 Barrels of Crude Oil CRUDE CONDENSATE @ 0.125¢ per barrel
Tons (Name of Product)

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 \$ 9,738.06 is attached hereto representing tariff due in accordance with the 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 19 day of August, 2024

Terminal Manager
(Title)

Trey Franz
(Printed Name)


(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 221 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

BARGE SURVEY

Published: 04/29/24

Item #3.

Vessel ID:	CH9375	Commodity:	UREA	Empty Survey D/T:		Complete Date:	04/27/2024
Wet Dry:	DRY	Equipment Type:	RAKE	Loaded Survey D/T:		Release Date:	04/27/24 3:45
Vessel Type:	BARGE	Order No.:	36716166	Placement Date:	04/22/24 7:00	Origin City:	Donaldsonville
Voyage ID:	11775	Surveyor ID:		Start Date:	04/26/24 19:09	Origin State:	LA

Depth:	12 Ft.	0 In.	Blige Radius:	0 Ft.	0 In.
Beam:	35 Ft.	0 In.	Rake Horizontal:	0 Ft.	0 In.
Length:	0 Ft.	0 In.	Rake Vertical:	0 Ft.	0 In.


Order No:	36716166	Cust PO No:	
Cust/Bill To:	100103	INTEROCEANIC CORP	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

	Empty	Loaded
Fwd/Bow Port:	10'-0.000"	3'-0.000"
Fwd/BowStar:	10'-0.500"	3'-0.000"
Mid Port:	10'-4.000"	3'-0.000"
Mid Star:	10'-4.000"	3'-0.000"
Aft/Stern Port:	10'-7.500"	3'-2.000"
Aft/Stern Star:	10'-8.000"	3'-2.000"
Mean Freeboard:	10'-4.000"	3'-0.670"
Mean Draft:	1'-8.000"	8'-11.330"
Water Density:	0.998	0.9975
Net Tons:	16.625	1,484.612
Tons Corrected for Density:		1,467.987

Empty					Loaded				
Bow					Bow				
0 Ft. 0.00 In.					0 Ft. 0.00 In.				
Port		Starboard			Port		Starboard		
No. 1:	0 Ft.	5.00 In.	0 Ft.	5.00 In.	No. 1:	0 Ft.	2.00 In.	0 Ft.	3.00 In.
No. 2:	0 Ft.	5.00 In.	0 Ft.	0.00 In.	No. 2:	0 Ft.	0.00 In.	0 Ft.	25.00 In.
No. 3:	0 Ft.	25.00 In.	0 Ft.	0.00 In.	No. 3:	0 Ft.	25.00 In.	0 Ft.	0.00 In.
No. 4:	0 Ft.	1.00 In.	0 Ft.	0.00 In.	No. 4:	0 Ft.	0.00 In.	0 Ft.	25.00 In.
No. 5:	0 Ft.	5.00 In.	0 Ft.	25.00 In.	No. 5:	0 Ft.	0.00 In.	0 Ft.	25.00 In.
No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.
Stern					Stern				
0 Ft. 5.00 In.					0 Ft. 3.00 In.				

Barge Survey

Published: 04/29/24 10:33:52

	Shipment Notification			BOL#: Item #3.		
	Date: 03/19/2024	Pick Up / Order #: 4700072570-10	Scale Ticket#:	22500498		
	PO#:			This Bill of lading is subject to the individually determined rates or contracts to which the carrier and shipper have agreed in writing, the provisions of this bill of lading, and any applicable federal or state regulations (with respect to truck shipments) and the terms and conditions of the Inform Straight Bill of Lading as set forth in 49CFR part 1035 App B and any applicable state regulations (with respect to rail shipments).		
EXPORTER, SHIPPER, ORIGIN AND MAILING ADDRESS Mosaic Global Sales, LLC Barge Fleet - St Louis Barge Fleet UM175 ST LOUIS MO 63101 UNITED STATES OF AMERICA			Subject to Section 7 of the applicable terms and conditions which are referred to above, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.			
CONSIGNEE AND MAILING ADDRESS Mosaic Global Sales, LLC MOSAIC C/o HELENA 208 MONTIER PORT LAVACA TX 77979 UNITED STATES OF AMERICA						
SOLD TO <input checked="" type="checkbox"/> Related <input type="checkbox"/> Not Related Mosaic Global Sales, LLC 13830 Circa Crossing Dr.		Dangerous Goods <input type="checkbox"/> Freight	Commodity 2812534	Gross Wgt 1397.200 STN	Tare Wgt 0 STN	Net Wgt 1397.200 STN
Country of Origin CA	Car Initial & Number and Seal # See Below for Details	Description of Goods MOP, 60% RED GRANULAR		(TONS - S/T) 1,397.200 STN (TONNES - M/T) 1,267.518 MTN		
CARRIERS CERTIFICATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. To the District Director of Customs, Port of Arrival. The undersigned carrier to whom or upon whose order the articles described above must be released hereby certifies that Broker not applicable is the owner or consignee of such articles within the purview of section 484(H), Tariff Act of 1930. I certify that this manifest is correct and true to the best of my knowledge.			I hereby certify that the information given above and on the continuation sheets, if any, is true and complete in every respect. Mosaic Global Sales, LLC (name of responsible employee of exporter)			
Signature of Carrier: _____ Date: _____			Given firm name / address if different from exporter above. Signature: _____ Status <input type="checkbox"/> Owner Date: _____ <input type="checkbox"/> Agent			
Route: O: MO ST LOUIS D: TX PORT LAVACA Contract/Tariff #:			Weight subject to verification by the governing Weighing and Inspection Bureau in accordance with agreement.			
MEMO : Guaranteed By : Mosaic Global Sales, LLC 13830 Circa Crossing Dr. Lithia FL 33547 Muriate of Potash 0-0-60 Red Granular GUARANTEED ANALYSIS: Soluble Potash (K2O) 60% Derived from muriate of potash Information regarding the contents and levels of metals in this product is available on the internet at http://www.regulatory-info-mos.com Additional handling, transportation, or improper/extended storage may affect product quality. No warranty is given or implied. Visit www.MosaicCo.com , to find this product's Safety DataSheet and Product Label. For Chemical Emergency ONLY (Spill, leak, fire, exposure or accident) call CHEMTREC at 800-424-9300 (North America - reference CCN201871). VEHICLEID.NO PO.NUMBER SEAL.NO Net weight in STN Net weight in LB IN075060 1 1,397.200 STN ✓ 2794400.000 LB TOTAL:						

DRAFT SURVEY BY DISPLACEMENT
AGS 816 B

Barge Type : **BOX**

Depth =	13.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9975 (LIGHT Condition)		
Spec Grv =	0.9975 (LOADED Condition)		

LIGHT FREEBOARDS

LOADED FREEBOARDS

Fwd Port =	11 ft	6.000 in	Fwd Port =	4 ft	1.500 in
Fwd Stbd =	11 ft	5.750 in	Fwd Stbd =	4 ft	1.000 in
Mid Port =	11 ft	6.000 in	Mid Port =	4 ft	0.000 in
Mid Stbd =	11 ft	6.250 in	Mid Stbd =	4 ft	0.000 in
Aft Port =	11 ft	6.500 in	Aft Port =	4 ft	1.500 in
Aft Stbd =	11 ft	7.000 in	Aft Stbd =	4 ft	2.000 in

Full Load:

Mean Draft = 8 ft 11.000 in
Volume (Cu. Ft.) = 62,393.329

Light Barge:

Mean Draft = 1 ft 5.750 in
Volume (Cu. Ft.) = 10,330.829

Cargo Deadweight:

Pounds = 3,242,136
Short Tons = 1,621.068 ✓
Metric Tons = 1,470.610
Long Tons = 1,447.382

AmSpec MTS Inc.



Larry C. Zeringue

Larry C. Zeringue, Operations

4/5/2024
Page 1

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STC 178,STC 174

RECAPITULATION

CERTIFICATE OF OFFICIAL QUANTITY BASED ON SHORE TANK FIGURES

<u>QUANTITY</u>	<u>SHORE FIGURES</u>	<u>BARGE FIGURES</u>	<u>SHORT TONS</u>
Pounds	7,128,277.00	Before	3,608.323
Long Tons	3,182.27	After	0.000
Metric Tons	3,233.336	Difference	3,608.323
Short Tons	3,564.139 ✓		

Details of shore figures and barge measurements are attached.

AmSpec MTS Inc.



Larry C. Zeringue, Operations

6/3/2024
Page 1

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SUPRA MONARCH
Granular Urea
Report of Survey
EuroChem Trading USA



April 16-19, 2024
Artco Stevedoring
Destrehan, LA
Ref. No. 24-2072

DRAFT SURVEY BY DISPLACEMENT

ART 35533

Barge Type : **RAKE**

Depth =	13.000 ft	Length of Box =	167.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9975 (LIGHT Condition)	Rake Length =	28.000 ft
Spec Grv =	0.9970 (LOADED Condition)	Rake Height =	12.750 ft

LIGHT FREEBOARDS

LOADED FREEBOARDS

Fwd Port =	11 ft	1.000 in	Fwd Port =	4 ft	5.250 in
Fwd Stbd =	11 ft	1.250 in	Fwd Stbd =	4 ft	5.250 in
Mid Port =	11 ft	5.500 in	Mid Port =	4 ft	4.500 in
Mid Stbd =	11 ft	5.250 in	Mid Stbd =	4 ft	5.500 in
Aft Port =	11 ft	9.750 in	Aft Port =	4 ft	5.000 in
Aft Stbd =	11 ft	9.500 in	Aft Stbd =	4 ft	5.000 in

Full Load:

Mean Draft =	8 ft	6.917 in
Volume (Cu. Ft.) =	54,967.329	

Light Barge:

Mean Draft =	1 ft	6.625 in
Volume (Cu. Ft.) =	9,586.237	

Cargo Deadweight:

Pounds =	2,824,342
Short Tons =	1,412.171 ✓
Metric Tons =	1,281.102
Long Tons =	1,260.867

AmSpec MTS Inc.



Larry C. Zeringue, Operations

4/19/2024
Page 1

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DRAFT SURVEY BY DISPLACEMENT

CC 1205

Barge Type : **RAKE**

Depth =	13.000 ft	Length of Box =	172.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9970 (LIGHT Condition)	Rake Length =	28.000 ft
Spec Grv =	0.9970 (LOADED Condition)	Rake Height =	13.000 ft

LIGHT FREEBOARDS

Fwd Port =	11 ft	0.250 in
Fwd Stbd =	11 ft	1.000 in
Mid Port =	11 ft	4.500 in
Mid Stbd =	11 ft	4.750 in
Aft Port =	11 ft	8.000 in
Aft Stbd =	11 ft	8.250 in

LOADED FREEBOARDS

Fwd Port =	4 ft	2.000 in
Fwd Stbd =	4 ft	5.000 in
Mid Port =	4 ft	1.250 in
Mid Stbd =	4 ft	4.250 in
Aft Port =	4 ft	1.750 in
Aft Stbd =	4 ft	3.000 in

Full Load:

Mean Draft =	8 ft	9.125 in
Volume (Cu. Ft.) =	57,660.512	

Light Barge:

Mean Draft =	1 ft	7.542 in
Volume (Cu. Ft.) =	10,326.593	

Cargo Deadweight:

Pounds =	2,946,192
Short Tons =	1,473.096 ✓
Metric Tons =	1,336.372
Long Tons =	1,315.264

AmSpec MTS Inc.



Larry C. Zeringue

Larry C. Zeringue, Operations

5/6/2024

Page 1

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Loading Facility: St Louis
Shelly
Prepared By: McCallister
Tabatha
Attn: Bookmiller

Barge ID: ING5897
Load Date: 4/11/2024
Load Time: 9:50

Railcar #	STN	Product	Customer	CP Date	AP Date
AOKX244132	99.650	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
TCMX321231	99.425	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX416042	99.800	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
NDYX827993	98.625	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX416027	99.500	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
AOKX494418	99.475	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX499063	99.525	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX981084	99.400	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX423143	99.375	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
PTEX021602	99.450	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX482128	99.350	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
ITFX330187	98.650	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
MOCX499034	99.375	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024
FURX826054	99.400	MOP, 60% Red Granular	MOSAIC	4/11/2024	4/11/2024

Total 1,391.000 ✓ **STN**

MONTHLY TARIFF REPORT

DATE: July 24, 2024

REPORTING PERIOD: July (MONTH) 2024 (YEAR)

COMPANY NAME: HELENA AGRI-ENTERPRISES, LLC

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

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

3,027.659 Tons of Fertilizer Barge @ 0.79¢ per ton

(Name Product)

(Name Product)

0 Rail @ 0.65¢ per ton

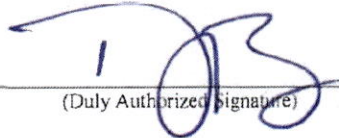
Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ \$2,391.85 is attached hereto representing tariff due in accordance with above rate.

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 24 day of July, 2024.

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 2024.xlsx

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
LTD509	UREA	7/2/2024	1,619.499	DRY
CC22238	MES10	7/12/2024	1,408.160	DRY

RAIL CARS	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
			HELENA / Tons	
	TOTAL		3027.659	

Barge
3,027.659
\$2,391.85
Rail
0.000

DRAFT SURVEY BY DISPLACEMENT

LTD 509 B

Barge Type : **BOX**

Depth =	14.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9970 (LIGHT Condition)		
Spec Grv =	0.9970 (LOADED Condition)		

LIGHT FREEBOARDS

Fwd Port =	12 ft	6.000 in
Fwd Stbd =	12 ft	6.250 in
Mid Port =	12 ft	6.000 in
Mid Stbd =	12 ft	6.000 in
Aft Port =	12 ft	6.250 in
Aft Stbd =	12 ft	6.500 in

LOADED FREEBOARDS

Fwd Port =	5 ft	0.000 in
Fwd Stbd =	5 ft	2.750 in
Mid Port =	5 ft	0.500 in
Mid Stbd =	5 ft	0.500 in
Aft Port =	5 ft	2.000 in
Aft Stbd =	5 ft	0.000 in

Full Load:

Mean Draft =	8 ft	11.042 in
Volume (Cu. Ft.) =		62,417.634

Light Barge:

Mean Draft =	1 ft	5.833 in
Volume (Cu. Ft.) =		10,379.440

Cargo Deadweight:

Pounds =	3,238,998
Short Tons =	1,619.499
Metric Tons =	1,469.187
Long Tons =	1,445.981

AmSpec MTS Inc.



Larry C. Zeringue

Larry C. Zeringue, Operations

5/15/2024
Page 1

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Shipment Notification

BOL#:

Item #3.

Date: 02/12/2024

Pick Up / Order #:

Scale Ticket#:

22355649

4900086059-10

PO#:

EXPORTER, SHIPPER, ORIGIN AND MAILING ADDRESS

Mosaic Fertilizer LLC
Mosaic - Faustina
Production Plant
9959 Highway 18
DONALDSONVILLE LA 70086
UNITED STATES OF AMERICA

This Bill of lading is subject to the individually determined rates or contracts to which the carrier and shipper have agreed in writing, the provisions of this bill of lading, and any applicable federal or state regulations (with respect to truck shipments) and the terms and conditions of the Inform Straight Bill of Lading as set forth in 49CFR part 1035 App B and any applicable state regulations (with respect to rail shipments).

CONSIGNEE AND MAILING ADDRESS

Mosaic Global Sales, LLC
MOSAIC
C/o HELENA
208 MONTIER
PORT LAVACA TX 77979
UNITED STATES OF AMERICA

Subject to Section 7 of the applicable terms and conditions which are referred to above, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

SOLD TO [X] Related [] Not Related

Mosaic Global Sales, LLC
13830 Circa Crossing Dr.

Dangerous Goods []

Freight

Commodity 2871238

Gross Wgt 1408.167 STN

Tare Wgt 0 STN

Net Wgt 1408.167 STN

Country of Origin US

Car Initial & Number and Seal # See Below for Details

Description of Goods MICROESSENTIALS®S10®/ MES10®

(TONS - S/T) 1,408.167 STN (TONNES - M/T) 1,277.468 MTN

CARRIERS CERTIFICATE

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

To the District Director of Customs, Port of Arrival. The undersigned carrier to whom or upon whose order the articles described above must be released hereby certifies that Broker not applicable is the owner or consignee of such articles within the purview of section 484(H), Tariff Act of 1930. I certify that this manifest is correct and true to the best of my knowledge.

I hereby certify that the information given above and on the continuation sheets, if any, is true and complete in every respect.

Mosaic Global Sales, LLC

(name of responsible employee of exporter)

Given firm name / address if different from exporter above.

Signature: _____ Status [] Owner

Date: _____ [] Agent

Signature of Carrier: _____

Date: _____

Weight subject to verification by the governing Weighing and Inspection Bureau in accordance with agreement.

Route: O: LA DONALDSONVILLE D: TX PORT LAVACA Contract/Tariff #:

MEMO :

Guaranteed By : Mosaic Global Sales, LLC 13830 Circa Crossing Dr. Lithia FL 33547

MicroEssentials® S10 12-40-0

Enhanced Efficiency Fertilizer

GUARANTEED ANALYSIS:

Total Nitrogen (N) 12%

12% Ammoniacal Nitrogen

Available Phosphate (P2O5) 40%

Sulfur(S) 10%

5% Free Sulfur (S)*

5% Combined Sulfur (S)

Derived from ammonium phosphate, ammonium sulfate, elemental sulfur.

* 4% Slowly Available Sulfur from Elemental Sulfur (Free Sulfur) </>

<100µm particle size.

Information regarding the contents and levels of metals in this product is available on the internet at http://www.regulatory-info-mos.com

Additional handling, transportation, or improper/extended storage may affect product quality. No warranty is given or implied.

Visit www.MosaicCo.com, to find this product's Safety DataSheet and Product Label.

For Chemical Emergency ONLY (Spill, leak, fire, exposure or accident) call CHEMTREC at 800-424-9300

(North America - reference CCN201871).

VEHICLEID.NO PO.NUMBER SEAL.NO

CC2238

1

Net weight in STN Net weight in LB

1,408.167 STN 2816334.000 LB

TOTAL:

Item #3.

ACCOUNT NO#	NAME	LAST PAY ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--B3	Item #3.
99-1415-00		8/01/2024 A							0.00
99-1583-06		3/15/2024 A	3,700.00	3,700.00					7,400.00
99-1733-02		8/01/2024 A	178.46CR						178.46CR
99-1734-00		8/01/2024 A							0.00
99-1745-01		8/02/2024 A							0.00
99-1746-01		8/02/2024 A							0.00
99-1783-00		8/07/2024 A							0.00
99-1800-01		8/01/2024 A							0.00
99-1810-00		7/26/2024 A	0.82CR						0.82CR
99-1883-00		7/24/2024 A	359.39CR						359.39CR
99-1893-00		8/01/2024 A							0.00
99-1909-01		8/05/2024 A	296.70CR						296.70CR
99-1913-02		8/12/2024 A							0.00
99-1923-06		6/28/2024 A	1,629.44						1,629.44
99-1930-01		7/24/2024 A							0.00
99-1931-07		8/07/2024 A	208.35CR						208.35CR
99-1932-06		8/07/2024 A	208.35CR						208.35CR
99-1933-03		7/24/2024 A							0.00
99-1973-06		8/05/2024 A							0.00
99-1983-09		8/05/2024 A							0.00
99-1993-04		8/05/2024 A							0.00
99-2003-04		8/09/2024 A							0.00
99-2013-09		8/03/2022 A					4,551.12		4,551.12
99-2043-07		8/01/2024 A							0.00
99-2053-11		8/01/2024 A							0.00
99-2063-11		8/07/2024 A							0.00
99-2073-09		8/01/2024 A							0.00
99-2133-06		8/01/2024 A							0.00
99-2163-03		8/01/2024 A							0.00
99-2173-08		8/07/2024 A							0.00
99-2193-07		7/29/2024 A							0.00
99-2213-04		8/01/2024 A							0.00
99-2223-12		8/01/2024 A							0.00
99-2233-07		8/15/2024 A							0.00
99-2243-12		12/12/2023 A							0.00
99-2253-07		8/07/2024 A							0.00
99-2273-08		8/01/2024 A							0.00
99-2313-15		8/02/2024 A							0.00
99-2421-07		8/01/2024 A							0.00
99-2443-05		8/01/2024 A							0.00
99-2481-05		8/01/2024 A							0.00
99-2543-09		8/01/2024 A							0.00

=====
 **** BOOK # :0099 TOTAL ACCOUNTS: 42 4077.37 3700.00 0.00 0.00 4551.12 12328.49
 =====

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 REPORT TOTALS TOTAL ACCOUNTS: 42 4077.37 3700.00 0.00 0.00 4551.12 12328.49
 =====

===== REPORT TOTALS =====

Item #3.

==== REVENUE CODE TOTALS ====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
700-CITY HARBOR DOCK LEASE	3700.00	3700.00	0.00	0.00	0.00	7400.00
702-NAUTICAL LANDINGS DOCK	0.00	0.00	0.00	0.00	4498.20	4498.20
703-NAUTICAL LANDINGS BLDG	1629.44	0.00	0.00	0.00	0.00	1629.44
715-PTC - PENALTY	0.00	0.00	0.00	0.00	52.92	52.92
996-Unapplied Credits	1252.07CR	0.00	0.00	0.00	0.00	1252.07CR
TOTALS	4077.37	3700.00	0.00	0.00	4551.12	12328.49

TOTAL REVENUE CODES: 12,328.49
TOTAL ACCOUNT BALANCE: 12,328.49
DIFFERENCE: 0.00

===== R E P O R T T O T A L S =====

Item #3.

==== B O O K C O D E T O T A L S =====

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
99-PORT COMMISSION	4077.37	3700.00	0.00	0.00	4551.12	12328.49
TOTALS	4077.37	3700.00	0.00	0.00	4551.12	12328.49

ERRORS: 000

SELECTION CRITERIA

Item #3.

REPORT OPTIONS

BOOK: 99 - PORT COMMISSION
ACCOUNT STATUS: ACTIVE
CUSTOMER CLASS: ALL
COMMENT CODES: All

BALANCE SELECTION

SELECTION: ALL
RANGE: 9999999.99CR THRU 9999999.99
AGES TO TEST: ALL
INCLUDE ZERO BALANCES: Include All Zero Balance Accounts

DATE SELECTION

CUSTOMER DATES: NO
START DATE: 99/99/9999 THRU 99/99/9999
LAST BILL DATE: 99/99/9999 THRU 99/99/9999
FINAL DATE: 99/99/9999 THRU 99/99/9999

TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO
OLDEST TRANSACTION DATE: 99/99/9999

PRINT OPTION

TOTALS ONLY: NO
CONTRACTS: NO
PRINT SEQUENCE: ACCOUNT NUMBER
COMMENT CODES: None
*** END OF REPORT ***

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME DESCRIPTION	CHECK #	AMOUNT
01-100145 EAGLE FIRE & SAFETY, INC	I-094081	504 51000526.01	GENERAL SAFETY & TOOLS : PORTABLE INSPECTION	66122	\$84.00
			VENDOR TOTALS		\$84.00
01-104071 ENTERPRISE FLEET MANAG	I-FBN5066621	504 51000544.55	R & M- VEHICLE : MAINTENANCE MANAGEMENT	66123	\$14.02
01-104071 ENTERPRISE FLEET MANAG	I-FBN5066621	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT	66123	\$934.72
			VENDOR TOTALS		\$948.74
01-102882 FRONTIER SOUTHWEST INC	I-18830907065/062024	504 51000536.02	TELEPHONE : CELL PHONE CHARGES	66015	\$154.56
			VENDOR TOTALS		\$154.56
01-102490 U.S. BANK NATIONAL ASSOC	I-06/2024	504 51000525.01	FUEL : FUEL JUNE 2024	66016	-\$1.21
			VENDOR TOTALS		-\$1.21
01-102645 GEXA ENERGY, LP	I-34069038-4	504 51000536.01	ELECTRICITY : ELECTRICITY SERVICES JUNE 2024	66129	\$2,671.18
			NAUTICAL LANDING FLOOD LIGHT		\$64.75
			NL BOAT SLIPS		\$898.78
			HARBOR OF REFUGE		\$0.00
			HARBOR OF REFUGE FLOOD LIGHT		\$624.88
			CITY HARBOR		\$0.00
			106 S COMMERCE ST UNIT MAIN		\$1,082.77
			VENDOR TOTALS		\$2,671.18
01-100700 MCGREW, TERRI	I-412776	504 51000523.03	CLEANING & JANITORIAL : CLEANING SERVICES	66145	\$620.00
			VENDOR TOTALS		\$620.00
01-104355 PORT LAVACA PLUMBING	I-664	504 51000542.25	R & M- BUILDING : AC REPAIRS - SPIRETEK	66156	\$145.00
			VENDOR TOTALS		\$145.00

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME DESCRIPTION	CHECK #	AMOUNT
01-100335 PORT LAVACA, CITY OF	I-06/2024	504 51000536.03	WATER : WATER/SEWER JUNE 2024	66047	\$587.18
			VENDOR TOTALS		\$587.18
01-100373 QUILL CORPORATION	I-39307996	504 51000521.01	OFFICE : LEGAL NOTEPAD	66159	\$38.24
			VENDOR TOTALS		\$38.24
01-102309 REPUBLIC SERVICES #847	I-0847-001340706	504 51000533.14	CONTRACTED SERVICES : CONTAINER - PORT COMM.	66162	\$614.83
			VENDOR TOTALS		\$614.83
01-102621 UNIFIRST CORPORATION	I-2680064359	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	66064	\$43.68
01-102621 UNIFIRST CORPORATION	I-2680064938	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	66174	\$43.68
01-102621 UNIFIRST CORPORATION	I-2680065718	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	66174	\$43.68
			VENDOR TOTALS		\$131.04
01-102014 VERIZON WIRELESS	I-9966781859	504 51000536.02	TELEPHONE : CELL PHONE CHARGES	66069	\$40.21
			VENDOR TOTALS		\$40.21

REPORT GRAND TOTAL:	\$6,033.77
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CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-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	672,689	672,689	0	59,379.14	646,743.27	0.00	25,945.73	96.14
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	547.42	47,980.38	0.00	(12,380.38)	134.78
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	200,000.00	200,000.00	0.00	1,000,000.00	16.67
INTERGOVERNMENTAL REVENUE	<u>12,215</u>	<u>12,215</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,215.00</u>	<u>0.00</u>
TOTAL REVENUES	1,921,004	1,921,004	0	259,926.56	894,723.65	0.00	1,026,280.35	46.58
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	241.88	1,217.40	0.00	204.60	85.61
CITY HARBOR	7,000	7,000	0	0.00	2,858.94	0.00	4,141.06	40.84
HARBOR OF REFUGE	330,000	330,000	0	0.00	294,435.00	19,503.57	16,061.43	95.13
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	953.58	6,896.83	0.00	23,103.17	22.99
OPERATIONS	<u>1,804,066</u>	<u>1,804,066</u>	<u>0</u>	<u>16,252.89</u>	<u>369,515.43</u>	<u>0.00</u>	<u>1,434,550.57</u>	<u>20.48</u>
TOTAL EXPENDITURES	2,183,488	2,183,488	0	17,448.35	674,923.60	19,503.57	1,489,060.83	31.80
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	242,478.21	219,800.05	(19,503.57)	(462,780.48)	76.31-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-PORT & HARBORS FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
16.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	8,248.06	72,624.13	0.00	42,375.87	63.15
16.09 HOR - DAILY DOCK RENTA	7,200	7,200	0	8,500.00	90,250.00	0.00	(83,050.00)	1,253.47
16.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
16.11 HOR - DOCK LEASES	250,932	250,932	0	21,646.87	218,985.88	0.00	31,946.12	87.27
16.12 TARIFFS	110,000	110,000	0	6,092.40	112,009.67	0.00	(2,009.67)	101.83
16.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	0.00	0.00	500.00	0.00
16.21 N L-DOCK LEASE	85,000	85,000	0	6,312.50	65,991.16	0.00	19,008.84	77.64
16.22 N L -BLDG LEASE	80,077	80,077	0	7,204.31	71,332.43	0.00	8,744.57	89.08
16.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
16.24 SMITH HARBOR RENT	19,980	19,980	0	1,375.00	15,550.00	0.00	4,430.00	77.83
TOTAL USER & SERVICE CHARGES	672,689	672,689	0	59,379.14	646,743.27	0.00	25,945.73	96.14
FINES & FORFEITURES								
12.01 LATE PAYMENT PENALTIES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE								
11.01 INTEREST INCOME	35,000	35,000	0	547.42	17,061.62	0.00	17,938.38	48.75
15.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
19.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
19.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	29,125.00	0.00	(29,125.00)	0.00
19.12 TML REIMBURSEMENTS	0	0	0	0.00	1,409.01	0.00	(1,409.01)	0.00
19.71 WASHER-DRYER INCOME	600	600	0	0.00	384.75	0.00	215.25	64.13
19.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
19.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	547.42	47,980.38	0.00	(12,380.38)	134.78
GRANT AND CONTRIBUTION R								
11.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
11.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
12.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
12.02 GRANT REVENUE	1,200,000	1,200,000	0	200,000.00	200,000.00	0.00	1,000,000.00	16.67
TOTAL GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	200,000.00	200,000.00	0.00	1,000,000.00	16.67
INTERGOVERNMENTAL REVENUE								
13.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
13.88 XFER IN- 206 FARP FUND	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	259,926.56	894,723.65	0.00	1,026,280.35	46.58

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2024

Item #3.

14-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>								
1070536.504 CABLE & INTERNET- PORT	1,422	1,422	0	241.88	1,217.40	0.00	204.60	85.61
TOTAL SERVICES	1,422	1,422	0	241.88	1,217.40	0.00	204.60	85.61
TOTAL TECHNOLOGY SERVICES	1,422	1,422	0	241.88	1,217.40	0.00	204.60	85.61

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-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>								
1800533.20 CONTRACTED SERV-CITY H	5,000	5,000	0	0.00	2,583.94	0.00	2,416.06	51.68
TOTAL SERVICES	5,000	5,000	0	0.00	2,583.94	0.00	2,416.06	51.68
<u>MAINTENANCE</u>								
1800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
1800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	275.00	0.00	725.00	27.50
1800543.24 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	275.00	0.00	1,725.00	13.75
TOTAL CITY HARBOR	7,000	7,000	0	0.00	2,858.94	0.00	4,141.06	40.84

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-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>								
0820533.20 CONTRACTED SERV- HOR	<u>230,000</u>	<u>230,000</u>	<u>0</u>	<u>0.00</u>	<u>277,200.00</u>	<u>10,753.57</u> (<u>57,953.57</u>)		<u>125.20</u>
TOTAL SERVICES	230,000	230,000	0	0.00	277,200.00	10,753.57 (57,953.57)		125.20
<u>MAINTENANCE</u>								
0820542.21 R & M- INFRASTRUCTURE	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>0.00</u>	<u>17,235.00</u>	<u>8,750.00</u>	<u>74,015.00</u>	<u>25.99</u>
TOTAL MAINTENANCE	100,000	100,000	0	0.00	17,235.00	8,750.00	74,015.00	25.99
TOTAL HARBOR OF REFUGE	<u>330,000</u>	<u>330,000</u>	<u>0</u>	<u>0.00</u>	<u>294,435.00</u>	<u>19,503.57</u>	<u>16,061.43</u>	<u>95.13</u>

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-PORT & HARBORS FUND
 4TH HARBOR
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
0840533.20 CONTRACTED SERV- SMITH	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
<u>MAINTENANCE</u>								
0840542.21 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	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

14-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>								
1860533.20 CONTRACTED SERV- NL MA	25,000	25,000	0	545.40	6,488.65	0.00	18,511.35	25.95
TOTAL SERVICES	25,000	25,000	0	545.40	6,488.65	0.00	18,511.35	25.95
<u>MAINTENANCE</u>								
1860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	408.18	408.18	0.00	1,591.82	20.41
1860542.21 R & M- INFRAS- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
1860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
1860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
1860543.27 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	408.18	408.18	0.00	4,591.82	8.16
TOTAL NAUTICAL LANDINGS MARINA	30,000	30,000	0	953.58	6,896.83	0.00	23,103.17	22.99

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

14-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								
000511.01 SALARIES & WAGES	79,875	79,875	0	6,030.80	63,127.67	0.00	16,747.33	79.03
000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
000512.05 EMPLOYER-SOCIAL SECURI	4,514	4,514	0	661.14	4,893.72	0.00	379.72)	108.41
000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	393.82	4,038.69	0.00	421.31	90.55
000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	1,026.46	10,264.47	0.00	681.53	93.77
000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,509.40	0.00	290.60	83.86
000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	102,095	102,095	0	8,112.22	83,833.95	0.00	18,261.05	82.11
MATERIALS & SUPPLIES								
000521.01 OFFICE	1,000	1,000	0	50.28	931.45	0.00	68.55	93.15
000523.03 CLEANING & JANITORIAL	11,000	11,000	0	858.81	8,533.44	0.00	2,466.56	77.58
000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
000525.01 FUEL	1,000	1,000	0	32.72	261.76	0.00	738.24	26.18
000526.01 GENERAL SAFETY & TOOLS	300	300	0	84.00	138.94	0.00	161.06	46.31
000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	1,406.87	0.00	593.13	70.34
TOTAL MATERIALS & SUPPLIES	15,300	15,300	0	1,025.81	11,272.46	0.00	4,027.54	73.68
SERVICES								
000531.01 TRAVEL & TRAINING	500	500	0	0.00	68.94	0.00	431.06	13.79
000531.04 DUES, SUBSCR., & PUBLI	5,500	5,500	0	0.00	5,199.95	0.00	300.05	94.54
000532.01 AUDIT FEES	6,000	6,000	0	0.00	4,200.00	0.00	1,800.00	70.00
000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
000532.07 LEGAL- REGULAR	5,000	5,000	0	0.00	1,317.50	0.00	3,682.50	26.35
000533.14 CONTRACTED SERVICES	24,000	24,000	0	614.83	21,841.42	0.00	2,158.58	91.01
000535.01 GENERAL LIABILITY INSU	3,287	3,287	0	0.00	4,528.57	0.00	1,241.57)	137.77
000535.10 WINDSTORM INS	20,000	20,000	0	0.00	6,361.24	0.00	13,638.76	31.81
000535.11 FLOOD INS	1,800	1,800	0	0.00	2,061.00	0.00	261.00)	114.50
000536.01 ELECTRICITY	31,627	31,627	0	2,671.18	19,321.89	0.00	12,305.11	61.09
000536.02 TELEPHONE	2,100	2,100	0	384.56	1,855.26	0.00	244.74	88.35
000536.03 WATER	6,200	6,200	0	587.18	7,903.18	0.00	1,703.18)	127.47
000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	106,014	106,014	0	4,257.75	74,658.95	0.00	31,355.05	70.42
MAINTENANCE								
000541.02 LANDSCAPING	5,000	5,000	0	0.00	1,140.00	0.00	3,860.00	22.80
000542.21 R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
000542.25 R & M- BUILD (NAUTICAL	80,000	80,000	0	1,803.77	20,641.77	0.00	59,358.23	25.80
000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
000544.50 R & M- FURNITURE & EQU	4,000	4,000	0	104.60	2,195.28	0.00	1,804.72	54.88
000544.55 R & M- VEHICLES & TRAI	500	500	0	14.02	1,573.41	0.00	1,073.41)	314.68
000544.65 R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
000544.75 DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	92,200	92,200	0	1,922.39	25,550.46	0.00	66,649.54	27.71

CITY OF FORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

Item #3.

04-PORT & HARBORS FUND
 OPERATIONS
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
000551.11	VEHICLE LEASES	12,215	12,215	0	934.72	8,563.47	0.00	3,651.53 70.11
000552.02	PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00 0.00
000552.03	BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00 0.00
000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00 0.00
000552.25	DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00 0.00
000553.01	XFER OUT- FD 001- ADMI	51,181	51,181	0	0.00	34,120.64	0.00	17,060.36 66.67
000553.02	XFER OUT- FD 310- '08	125,785	125,785	0	0.00	62,892.50	0.00	62,892.50 50.00
000553.05	XFER OUT- FD 322 - 201	132,276	132,276	0	0.00	66,138.00	0.00	66,138.00 50.00
000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00 0.00
000553.65	XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00 0.00
000553.80	XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00 0.00
000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00 0.00
000554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00 0.00
TOTAL SUNDRY		321,457	321,457	0	934.72	171,714.61	0.00	149,742.39 53.42
<u>CAPITAL EXPENDITURES</u>								
000561.02	CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00 0.00
000562.03	CE- BUILDING & IMPROV	0	0	0	0.00	2,485.00	0.00	(2,485.00) 0.00
000563.05	CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	0.00	1,167,000.00 0.00
TOTAL CAPITAL EXPENDITURES		1,167,000	1,167,000	0	0.00	2,485.00	0.00	1,164,515.00 0.21
<hr/>								
TOTAL OPERATIONS		1,804,066	1,804,066	0	16,252.89	369,515.43	0.00	1,434,550.57 20.48
<hr/>								
TOTAL EXPENDITURES		2,183,488	2,183,488	0	17,448.35	674,923.60	19,503.57	1,489,060.83 0.00
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	242,478.21	219,800.05	(19,503.57)	(462,780.48)	76.31-

* END OF REPORT ***

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets	As of 05/31/2024	As of 06/30/2024	As of 07/31/2024
Ending Cash	\$ 439,567.21	\$ 178,798.85	\$ 416,674.95
Inventments Logic	\$ 283,990.62	\$ 283,990.62	\$ 285,253.13
Fund 210 Port Projects	\$ (42,700.00)	\$ (42,700.00)	\$ (42,700.00) *1
Debt Service Funds (310 & 322)	\$ (6,816.12)	\$ (6,766.70)	\$ (6,675.94)
Total Ending Cash Assets	\$ 674,041.71	\$ 413,322.77	\$ 652,552.14

Current Encumbrances				Ordered	Received	Outstanding
<u>PO#</u>	<u>Task Order</u>	<u>Contractor</u>	<u>Project Description</u>			
24-00048	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 14,246.43	\$ 10,753.57
24-00057	#32	Victoria Engineering	Culvert Replacement	\$ 35,000.00	\$ 26,250.00	\$ 8,750.00
24-00104		Victoria Engineering	Downtown WaterFront Public Access	\$ 75,000.00	\$ -	\$ 75,000.00
24-00046		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
					Total	\$ 124,503.57

Budgeted Capital Improvement Projects			Ordered	Received	Outstanding	
1	Texas Parks & Wildlife Match				\$ 167,000.00	
					Total	\$ 167,000.00

Remaining Bond Payments			Ordered	Received	Outstanding	
1	FY 23/24 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 received reimbursement of \$120,000 for the EDA Grant on 04/25/2023 which reduced the negative fund balance in Fund 210.

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

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	416,674.95
112.11.6001	INVESTMENTS-LOGIC	285,253.13
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	82,017.43
113.27.1004	ACCTS REC-HARBOR OF REFU	1,087,224.00
113.29.1000	ACCOUNTS RECEIVABLE-MISC	442.58
116.01.0001	PREPAID INSURANCE	27,816.18
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,459,961.39
152.02.2000	ACCUM DEPRECIATION-BUIL(	888,052.27)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,788,212.78)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	31,423.84)
155.01.1000	CONSTRUCTION IN PROGRESS	75,751.67
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	3,000,495.80)

9,717,885.23

416,674.95*

285,253.13*

002

701,928.08*

TOTAL ASSETS

9,717,885.23
=====

LIABILITIES
=====

207.21	CUSTOMER DEPOSIT (	50.00)
211.10	AP PENDING (DUE TO CONS	2,218.30
211.67	SOCIAL SECURITY-PAYABLE(	415.21)
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	5,227.20
213.01	BOND PREMIUM (SERIES '18	75,866.89
214.01.0701	DUE TO PAYROLL FUND (	2,314.77)
215.90.1004	DEFERRED REV-HARBOR OF R	1,087,224.00
216.20.3006	BONDS PAYABLE-CURRENT	190,000.00
217.11	NL MARINA DEPOSITS	2,091.50
221.20	BONDS PAYABLE NON-CURREN	1,555,000.00

2,914,843.56

TOTAL LIABILITIES

2,914,843.56

FUND EQUITY/BALANCE

BALANCE SHEET - UNAUDITED
AS OF: JULY 31ST, 2024

Item #3.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE		
320.07	ENCUMBRANCES	(214,553.87)	
320.08	RESERVE FOR ENCUMBRANCES	214,553.87	
320.09	PRIOR YEAR ENCUMBRANCE	188,424.23	
320.10	PRIOR YEAR RESERV/ENC	(188,424.23)	
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,099,153.62	
	TOTAL FUND EQUITY/BALANCE		6,583,241.62

	TOTAL REVENUES	894,723.65	
	TOTAL EXPENSES	674,923.60	

	EXCESS REVENUES OVER EXPENDITURES		219,800.05

	TOTAL LIABILITIES & FUND EQUITY/BALANCE		9,717,885.23
			=====

Item #3.

210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE		
ASSETS			
=====			
111.21	CLAIM ON CONS CASH	(42,700.00)	
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	(1,154,330.36)	
320.08	RESERVE FOR ENCUMBRANCES	1,154,330.36	
	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: JULY 31ST, 2024

Item #3.

310-08 PC DEBT SERVICE

ACCOUNT#	TITLE		
ASSETS			
=====			
111.21	CLAIM ON CONS CASH	36,551.24	
		<u>36,551.24</u>	
			<u>36,551.24</u>
	TOTAL ASSETS		36,551.24
			=====
LIABILITIES			
=====			
211.10	AP PENDING (DUE TO CONS	9,235.50	
212.60	ACCRUED BOND INTEREST	3,824.00	
		<u>13,059.50</u>	
	TOTAL LIABILITIES		13,059.50
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	62,059.22	
	TOTAL FUND EQUITY/BALANCE		84,982.93
			<u>84,982.93</u>
	TOTAL REVENUES	64,043.06	
	TOTAL EXPENSES	125,534.25	
		<u>61,491.19</u>	
	EXCESS REVENUES OVER EXPENDITURES		(61,491.19)
			<u>61,491.19</u>
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		36,551.24
			=====

Item #3.

322-SERIES 2018 DEBT SERVICE

ACCOUNT# TITLE

ASSETS
 =====

111.21	CLAIM ON CONS CASH	(43,227.18)	
			(43,227.18)

	TOTAL ASSETS		(43,227.18)
			=====

LIABILITIES
 =====

211.10	AP PENDING (DUE TO CON C	22,662.50	
212.60	ACCRUED INTEREST PAYABLE	7,068.00	
			29,730.50

	TOTAL LIABILITIES		29,730.50

FUND EQUITY/BALANCE
 =====

320.98	FUND BALANCE	(6,800.54)	
	TOTAL FUND EQUITY/BALANCE		(6,800.54)

	TOTAL REVENUES	66,267.86	
	TOTAL EXPENSES	132,425.00	

	EXCESS REVENUES OVER EXPENDITURES		(66,157.14)

	TOTAL LIABILITIES & FUND EQUITY/BALANCE		(43,227.18)
			=====

Port Commission Snapshot

	May	June	July	FYTD	
City Harbor					
Revenue	\$ 8,240.03	\$ 8,240.03	\$ 8,248.06	\$ 72,624.13	
Expenses	\$ 2,026.31	\$ 1,485.75	\$ 1,174.08	\$ 21,274.08	
Gain / (Loss)	<u>\$ 6,213.72</u>	<u>\$ 6,754.28</u>	<u>\$ 7,073.98</u>	<u>\$ 51,350.05</u>	
Harbor of Refuge					
Revenue	\$ 52,749.95	\$ 34,179.81	\$ 36,239.27	\$ 421,245.55	
Expenses	\$ 15,136.01	\$ 282,808.15	\$ 6,143.79	\$ 386,364.56	
Gain / (Loss)	<u>\$ 37,613.94</u>	<u>\$ (248,628.34)</u>	<u>\$ 30,095.48</u>	<u>\$ 34,880.99</u>	
Nautical Landings					
Revenue	\$ 14,385.01	\$ 39,319.01	\$ 13,516.81	\$ 168,242.35	
Expenses	\$ 21,627.05	\$ 20,069.54	\$ 9,859.88	\$ 131,525.10	
Gain / (Loss)	<u>\$ (7,242.04)</u>	<u>\$ 19,249.47</u>	<u>\$ 3,656.93</u>	<u>\$ 36,717.25</u>	
Smith Harbor					
Revenue	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 15,550.00	
Expenses	\$ 467.03	\$ 342.44	\$ 270.60	\$ 4,244.36	
Gain / (Loss)	<u>\$ 907.97</u>	<u>\$ 1,032.56</u>	<u>\$ 1,104.40</u>	<u>\$ 11,305.64</u>	
Interest Income	<u>\$ 1,898.15</u>	<u>\$ 1,472.25</u>	<u>\$ 547.42</u>	<u>\$ 17,061.62</u>	
Grant Revenue	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 200,000.00</u>	<u>\$ 200,000.00</u>	
Total Gain / (Loss)	<u>\$ 39,391.73</u>	<u>\$ (220,119.78)</u>	<u>\$ 242,478.21</u>	<u>\$ 351,315.55</u>	\$ 894,723.65

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

** Please note the loss for June 2024 is due to the payment to GLO for the city's match for CEPRA Grant in July 2024 report we will see the reimbursement in the amount of \$200,000

BA
8/14/24

Cash Profit and Loss Statement

Item #3.

	May	June	July	FYTD
City Harbor				
Dock Lease	\$ 8,240.03	\$ 8,240.03	\$ 8,248.06	\$ 72,624.13
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total City Harbor	\$ 8,240.03	\$ 8,240.03	\$ 8,248.06	\$ 72,624.13
Harbor of Refuge				
Tarrifs				
Oil	\$ 9,936.03	\$ -	\$ 6,092.40	\$ 60,210.47
Fertilizer	\$ 13,167.05	\$ 4,782.94	\$ -	\$ 51,799.20
Oyster	\$ -	\$ -	\$ -	\$ -
Rentals				
Daily Dock Rental	\$ 8,000.00	\$ 7,750.00	\$ 8,500.00	\$ 90,250.00
Dock Rentals	\$ -	\$ -	\$ -	\$ -
Dock Leases	\$ 20,646.87	\$ 20,646.87	\$ 20,646.87	\$ 214,985.88
Railroad Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Harbor of Refuge	\$ 52,749.95	\$ 34,179.81	\$ 36,239.27	\$ 421,245.55
Nautical Landings				
Dock Rent	\$ -	\$ -	\$ -	\$ -
Dock Lease	\$ 7,114.70	\$ 7,114.70	\$ 6,312.50	\$ 65,991.16
Building Lease	\$ 7,204.31	\$ 7,204.31	\$ 7,204.31	\$ 71,332.43
Building Rentals	\$ -	\$ -	\$ -	\$ -
Washer-Dryer	\$ 66.00	\$ -	\$ -	\$ 384.75
Miscellaneous	\$ -	\$ -	\$ -	\$ 1,409.01
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Auction Proceeds	\$ -	\$ 25,000.00	\$ -	\$ 29,125.00
Total Nautical Landings	\$ 14,385.01	\$ 39,319.01	\$ 13,516.81	\$ 168,242.35
Smith Harbor				
Rent	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 15,550.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Smith Harbor	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 15,550.00
Interest Income	\$ 1,898.15	\$ 1,472.25	\$ 547.42	\$ 17,061.62
Grant Revenue	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00
Total Income	\$ 78,648.14	\$ 84,586.10	\$ 259,926.56	\$ 894,723.65

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

Cash Profit and Loss Statement

Item #3.

	May	June	July	FYTD	
City Harbor					
Overhead Allocation	\$ 2,026.31	\$ 1,485.75	\$ 1,174.08	\$ 18,415.14	
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -	
R&M Building	\$ -	\$ -	\$ -	\$ 275.00	
Contracted Services	\$ -	\$ -	\$ -	\$ 2,583.94	
Total City Harbor	\$ 2,026.31	\$ 1,485.75	\$ 1,174.08	\$ 21,274.08	
Harbor of Refuge					
Overhead Allocation	\$ 9,524.97	\$ 6,983.97	\$ 5,518.91	\$ 86,562.97	
Electricity	\$ 626.04	\$ 624.18	\$ 624.88	\$ 5,366.59	
R&M Infrastructure	\$ 4,985.00	\$ -	\$ -	\$ 17,235.00	
Contracted Services	\$ -	\$ 275,200.00	\$ -	\$ 277,200.00	
Total Harbor of Refuge	\$ 15,136.01	\$ 282,808.15	\$ 6,143.79	\$ 386,364.56	
Nautical Landings					
Overhead Allocation	\$ 3,908.02	\$ 2,865.47	\$ 2,264.37	\$ 35,516.11	
Cable & Internet	\$ 118.44	\$ 118.44	\$ 241.88	\$ 1,217.40	
R&M Building	\$ 4,860.00	\$ 4,990.00	\$ 2,211.95	\$ 21,049.95	
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -	
R&M Furniture & Equip	\$ 28.93	\$ -	\$ 104.60	\$ 2,195.28	
Cleaning & Janitorial	\$ 832.67	\$ 859.30	\$ 858.81	\$ 8,533.44	
Lighting & Decoration	\$ 56.87	\$ -	\$ -	\$ 1,827.19	
Contracted Services	\$ 3,519.69	\$ 6,111.50	\$ 1,160.23	\$ 27,909.75	
Windstorm Insurance	\$ 5,887.30	\$ 473.94	\$ -	\$ 6,361.24	
Flood Insurance	\$ -	\$ 2,061.00	\$ -	\$ 2,061.00	
Electricity	\$ 1,378.07	\$ 1,318.37	\$ 2,046.30	\$ 13,955.30	
Telephone	\$ 340.49	\$ 40.21	\$ 384.56	\$ 1,855.26	
Water	\$ 696.57	\$ 1,231.31	\$ 587.18	\$ 7,903.18	
Landscaping	\$ -	\$ -	\$ -	\$ 1,140.00	
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -	
Total Nautical Landings	\$ 21,627.05	\$ 20,069.54	\$ 9,859.88	\$ 131,525.10	
Smith Harbor					
Overhead Allocation	\$ 467.03	\$ 342.44	\$ 270.60	\$ 4,244.36	
Contracted Services	\$ -	\$ -	\$ -	\$ -	
Total Smith Harbor	\$ 467.03	\$ 342.44	\$ 270.60	\$ 4,244.36	
Total Expenses	\$ 39,256.41	\$ 304,705.88	\$ 17,448.35	\$ 543,408.10	
Operating Cash Flow	\$ 39,391.73	\$ (220,119.78)	\$ 242,478.21	\$ 351,315.55	
CE- Land & Improvements	\$ -	\$ -	\$ -	\$ -	
CE - Buildings	\$ -	\$ -	\$ -	\$ 2,485.00	
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -	
Dredging	\$ -	\$ -	\$ -	\$ -	
Transfer Out Fund 310	\$ -	\$ -	\$ -	\$ 62,892.50	
Transfer Out Fund 322	\$ -	\$ -	\$ -	\$ 66,138.00	
Net Cash Flow	\$ 39,391.73	\$ (220,119.78)	\$ 242,478.21	\$ 219,800.05	\$ 674,923.60

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

PORT COMMISSION MONTHLY OVERHEAD

Personnel Services	\$	8,112.22
Office	\$	50.28
Travel & Training		
Fuel	\$	32.72
General safety and tools	\$	84.00
Non -Capitalized Assets		
Dues & Subscriptions		
Audit Fees		
Health & Fitness		
Legal - Regular		
General Liability Ins.		
R & M Vehicles	\$	14.02
Vehicle Leases	\$	934.72
Administrative costs		
Total	\$	<u>9,227.96</u>

	% allocation	Allocation amount
City Harbor	12.72%	\$ 1,174.08
Harbor of Refuge	59.81%	\$ 5,518.91
Nautical Landings	24.54%	\$ 2,264.37
Smith Harbor	2.93%	\$ 270.60
	100.00%	\$ 9,227.96

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

A) City Harbor

- 1) 31 August 2024 Prestige Oysters lease will commence for track 9 & 9A.

B) Nautical Landings Building

- 1) Working on building improvements lighting, two cupolas and storefront on the south end of building.

C) Nautical Landings Marina

- 1) Horizon Environmental has been onsite 2 times since the last PC meet.
- 2) 15 August 2024 Brian Hennessy paid his account in full and moved his boat from the marina.

D) Smith Harbor

- 1) 16 July 2024 tagged 3 shrimp boats at track 9.

E) Harbor of Refuge

- 1) 1 August 2024 Port Vision annual subscription.
- 2) 14 August 2024 CRG was onsite to start wetland delineation so we can commence leveling & spreading dirt.
- 3) Wead control spraying.

F) To Do List - Raymond Butler

COMMUNICATION

SUBJECT: RECEIVE AND DISCUSS STATUS REPORT FROM THE TARIFF DEVELOPMENT COMMITTEE.

INFORMATION:

CITY OF PORT LAVACA



TARIFF CIRCULAR NO. 1

RATES, CHARGES, RULE & REGULATIONS
GOVERNING ACTIVITY AND USE OF THE

PORTS & HARBORS FACILITIES
UNDER THE JURISDICTION OF THE CITY OF PORT LAVACA

Approved by
City of Port Lavaca City Council
with advisement of the City of Port Lavaca Port Commission
202 N. Virginia St.
Port Lavaca, Texas 77979
Date: _____

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SECTION 1 – GENERAL INFORMATION, RULES & REGULATIONS

DESCRIPTION & JURISDICTION OF PORT COMMISSION

ITEM 1

Mariners are to consult appropriate authorities and information sources when determining constraints upon navigation in and around the Harbor of Refuge, Smith Harbor, Nautical Landings Marina, and City Harbor and not rely upon information contained herein for the purpose of safe navigation.

All properties now or subsequently owned by the City which are designated port, wharf and dock property or waters shall hereafter be placed under the supervision and control of the City Council. In order to provide a forum for public regarding such properties, a Port Commission has been created by ordinance by Council, to consist of not less than five (5) nor more than seven (7) members. Said Commissioners shall be qualified voters of the City, shall be over twenty-five (25) years of age, shall not be members of the Council, and shall be appointed to serve without compensation for a period of two (2) years, by a majority vote of the Council. Commissioners may be removed by a majority vote of the Council with or without cause.

The Port Commission shall provide recommendations to the City Manager regarding said port, wharf and dock properties and waters, and is expressly empowered to:

- (a) Appoint its own Chair and Secretary and adopt its own rules and order of business. It shall keep minutes of its meetings and the minutes shall be open to public inspection. Its meetings shall be conducted in accordance with the Texas Open Meetings laws.
- (b) Provide recommendations regarding the extension and improvement of the physical properties to facilitate the most efficient operation of the port and for the best interest of the inhabitants of the City.
- (c) Make recommendations to the Council for ordinances to provide for the issuance of licenses and/or permits and to adopt such rules and regulations it deems necessary for the operation of the port, as well as for the use of port property, so long as the same are not inconsistent with the general laws and administrative rules relative thereto.
- (d) Review and provide recommendations to the Council on the budget for port operations each year at the regular budget time for the City.

DEFINITIONS**ITEM 5**

- (1) **AGENT:** The party or entity responsible for a request for services or the Owner/Operator of a tow or its equipment upon water of the CITY OF PORT LAVACA.
- (2) **BARGE:** Any non-self-propelled vessel.
- (3) **BARREL:** 42 US gallons of fresh water.
- (4) **BERTH:** The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked or otherwise secured.
- (5) **CARGO:** The measured product moved by any conveyance on or off the properties of the CITY OF PORT LAVACA PORTS & HARBORS for which charges will be assessed based on weight, volume or head count.
- (6) **CARGO OWNER:** The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
- (7) **CITY:** The City of Port Lavaca; The City of Port Lavaca Ports & Harbors; 202 N. Virginia St. Port Lavaca, Texas 77979
- (8) **CONTRACTOR:** A third party entity engaged by the Port to provide specific services on an exclusive basis to tenants or users of Port facilities or assets which require specified Port operating services as permitted under individually issued Operating or Usage Permits.
- (9) **DAY:** A period of 24 consecutive hours or fractional part thereof.
- (10) **DEMURRAGE:** See Storage
- (11) **DOCK:** Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the CITY OF PORT LAVACA.
- (12) **DOCKAGE:** The charge assessed against a vessel for berthing at a wharf, pier, bulkhead or for mooring to a vessel so berthed.
- (13) **FACILITIES:** Any wharf, dock, berth, fleet, shed, warehouse, improved-open area, rail track, pipeline, road, equipment, material handling machinery, appliance, land or any structure of any kind within the jurisdiction of VCND and is either owned or leased by the Victoria County Navigation District.
- (14) **FLEET:** The areas determined by CITY to be used for lay berth or services to vessels not engaged in cargo operation.
- (15) **FREE TIME:** The specified period during which cargo may occupy space assigned to it on VCND property free of wharf demurrage or terminal storage immediately prior to it loading or subsequent to the discharge of such cargo on or off the vessel.
- (16) **FREIGHT HANDLER:** Shall mean any management company or entity engaged in the management of the handling of cargo on behalf of a rail carrier at the Port's rail facilities.
- (17) **HANDLING:** The specific service of physically moving cargo between points of rest and any place on the properties of the CITY.
- (18) **HARBOR MASTER:** An employee of the CITY who reports to the City Manager and supervises the operations in the ports and harbors of the CITY and administers its rules.
- (19) **HAZARDOUS MATERIALS:** Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the

- Commission on Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
- (20) **LOADING & UNLOADING:** The service of loading or unloading cargo between any place on the facilities and rail cars, barges, lighters or trucks or any other conveyance to or from the facilities.
 - (21) **MANIFEST:** Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
 - (22) **OVERALL:** Shall mean the greatest distance between two points either above or below the water.
 - (23) **PERSON:** Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
 - (24) **PORT:** The Ports and Harbors of the City of Port Lavaca, Texas, including all wharves, docks, berths, fleets, sheds, warehouses, improved-upon areas, rail tracks, pipelines, roads, equipment, material handling machinery, appliances, land, or any structure of any kind within the jurisdiction of the City Council and either owned or leased by the City of Port Lavaca.
 - (25) **PORT COMMISSION:** A board consisting of not less than five (5) nor more than seven (7) members appointed by the City of Port Lavaca City Council with powers and duties as set out in the City of Port Lavaca Home Rule Charter.
 - (26) **POINT OF REST:** The area of any facility of VCND which is assigned for the receipt of inbound cargo and for the delivery of outbound cargo to or from vessels, consignees, shippers or other transportation conveyance.
 - (27) **STEVEDORE:** Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
 - (28) **STORAGE:** A service provided for the use of facilities for inbound or outbound cargo, from any conveyance, after the expiration of free time.
 - (29) **TARIFF:** The rates, charges, rules and regulations governing activity, services and use of the facilities of the CITY as set forth in this agreement and any amendments thereto.
 - (30) **TENANT:** Any party that leases property for exclusive or non-exclusive use at a marine facility.
 - (31) **TON:** A unit of weight of 2,000 pounds.
 - (32) **TRANSLOAD:** The service of transfer of cargo between rail car, vessel or other transport conveyance without an intermediate point of rest.
 - (33) **USAGE:** The use of CITY facilities by any rail carrier, lighter, operator, trucker, shipper, consignee, their agents, servants and/or employees when they perform their own Handling, Loading or Unloading; or the use of any facilities for any gainful purpose for which a charge is not otherwise specified.
 - (34) **USER:** Any rail carrier, lighter, operator, trucker, tenant, shipper or consignee using the facilities of the CITY.
 - (35) **VESSEL:** Includes within its meaning every description of watercraft whether self-propelled or non-self-propelled, used or capable of being used, as a means of

transportation on water and shall include in its meaning the owner thereof.

- (36) **WHARFAGE:** Wharfage is the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.
- (37) **WHARF:** Any wharf, pier, landing, quay or other stationary structure to which may be utilized in the transit or handling of cargo or passengers and shall include other Port facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, distribution, assembling or handling of cargo.
- (38) **WHARF DEMURRAGE:** The charge assessed against cargo remaining in or on facilities of the CITY after the expiration of free time unless alternative arrangements have been made for storage.

APPLICATION OF TARIFF

ITEM 10

The rates, rules and regulations published in this Tariff apply equally to all cargo, users of the waterway, tenants and facilities of the CITY. The use of CITY facilities, to include the waterways under CITY jurisdiction, constitutes an acceptance by the User of all charges, rules and regulations published. The User agrees to pay all charges and be governed by all rules contained herein.

Amendments may be issued to address needed changes or revisions to the Tariff. The Tariff is subject to change by majority vote of the City Council. The CITY reserves the right to determine the charge or interpret the Tariff should it not specifically address the issues at hand, so long as it is applied equally to similarly situated users.

LIMITATION OF LIABILITY

ITEM 15

Except for liability under Texas law, if any, for damage caused by its negligence, CITY shall not be liable for any loss or damage to any cargo handled over or through its facilities, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, channel blockages or acts of God.

The CITY is not a common carrier and does not accept care, custody or control of any cargo or other property while on its wharves, docks, buildings or other facilities managed or controlled by CITY.

The CITY has jurisdiction over all properties whatsoever within the PORT and shall make and enforce such rules and regulations as may be necessary to promote and facilitate traffic, business and to secure safety and equal convenience to all authorized users thereof.

Persons entering Facilities shall do so at their own risk.

In the case of occurrence of unusual circumstances, without any fault of CITY, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine

casualty, Government action, labor actions, or similar circumstance, CITY shall not be held liable for any impacts on users, vessels, persons, or cargo.

No provision contained in this Tariff shall limit or relieve CITY from liability for its own negligence, nor require any authorized user to indemnify or hold harmless VCND from liability for its own negligence. No provision contained in this Tariff shall be interpreted in any manner as a waiver of any rights or protections against suit and/or liability, including, without limitation, any sovereign immunity protection which Landlord may possess or enjoy, now or in the future, by virtue of its status and existence as a governmental entity in the State of Texas.

CITY OF PORT LAVACA HELD HARMLESS **ITEM 20**

All Users agree to indemnify and save harmless CITY from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of CITY and the use of its facilities.

DAMAGE TO CITY OF PORT LAVACA PROPERTY **ITEM 25**

All vessels, owners, agents, tenants and users of CITY facilities shall be responsible for all damage to property and facilities of the CITY resulting from their use. Any such damage shall be repaired and billed against the user responsible, whether or not such damage is caused by negligence or use by operation and/or conduct of third parties participating with them or on their behalf. The expense of replacement or repair will be billed against the responsible party for such damages at cost plus 20%.

In the event any damage is done to property and facilities of CITY, the person or persons responsible for said damage, or in any way involved, shall give a full report to the HARBOR MASTER giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available. The person, persons, or entity causing the damage will be held responsible for reimbursing CITY for the cost of repairing said damage, including the cost of any emergency actions required to be taken by CITY, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

For facilities utilized under exclusive or preferential agreements, damage and repair requirements may, as agreed by CITY, be conducted annually through joint survey and subsequent determination of user responsibility.

HOLIDAYS **ITEM 30**

The CITY observes the following holidays: If any holiday falls on a Saturday, the preceding Friday will be the day of observance. If any holiday falls on a Sunday, the following Monday will be the day of observance.

- New Year Day.... January 1
- Good Friday.... The Friday preceding Easter

Memorial Day....	May 30
Independence Day...	July 4
Labor Day....	1st Monday in September
Veterans Day ...	November 11
Thanksgiving Day....	4th Thursday in November
Thanksgiving Friday	4th Friday in November
Christmas Eve....	December 24
Christmas Day....	December 25

SIGNS**ITEM 35**

Erection or painting of signs on CITY property or structures is prohibited. Signs may be erected only upon written consent of the PORT COMMISSION subsequent submittal of design, dimension, proposed location, materials of construction, fastenings and method of erection. CITY reserves the right to make modifications to the foregoing submittal and to remove any erected sign for lack of maintenance subsequent a written notice and 30-day cure period. Should CITY removal be required, removal will be at cost plus 20%.DE

DEMURRAGE OR DETENTION**ITEM 40**

Except when caused by its own negligence, CITY will not be responsible for any demurrage or detention on railcars, vessels or trucks.

HARBOR MODIFICATIONS**ITEM 45**

CITY maintains sole jurisdiction over the waterway, lying within the City Limits of the City of Port Lavaca, Texas, and any modifications or structures within it. No piles shall be driven nor shall any platform be erected without written permission from the CITY. Furthermore, no modifications or alterations to the bank or waterway are permitted without obtaining written authorization; this includes any of the following: filling in, construction, repair, dredging, removal or demolition of any kind made to the waterfront or channel.

INSURANCE**ITEM 50**

The charges provided herein do not include any expense for insurance covering owner's interest in the property, nor will insurance be affected by CITY under its policies.

ACCESS TO RECORDS**ITEM 55**

Vessels, their owners, agents and masters, and all other users of the facilities shall be required to grant access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to facilitate the correct estimate of charges.

PAYMENT OF INVOICES AND CHARGES**ITEM 60**

All wharfage and dock usage charges incurred by a shipper in the loading and unloading of commodities at the PORT are due and payable to CITY within **ten (10)** days after the end of the calendar month in which such wharfage or dock usage charges were incurred. All bills for charges other than for wharfage or for the use of CITY's facilities are due upon presentation. Failure to pay any charges incurred by a shipper when due shall place the name of the vessel, its owners and agents, and the shipper upon a delinquent list at which time the use of the PORT will be denied. Any charges remaining unpaid 30 days past the date on which they are due shall be subject to an interest charge of 10% per month. Prompt written response is required for any charges in dispute or else interest charges will apply. Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

Presentation of bills to owners and agents of vessels or to stevedores is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges furnished the vessel for which maritime law provides a lien.

CITY reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, or against cargo loaded or discharged by such vessels or from other users of the facilities of CITY whose credit has not been properly established or does not remain in good standing with CITY. Use of facilities may be denied until such advance payment or deposits are made.

CITY reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities.

Vessels, their owners and agents, by the loading of cargo from wharves or the discharging of cargo thereon, agree to pay all penalty charges then accrued or which may accrue on such cargo, as well as any charges which may accrue from the removal of such cargo to another part of the wharves for storage elsewhere. These charges shall be assessed against the vessels, their owners and agents responsible for the cargo and making use of a berth as permitted by CITY.

Vessels, their owners and agents shall make collection of penalty charges before releasing merchandise. The amount of accrued penalty charges may be obtained from CITY.

CITY reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due.

FIRE PROTECTION**ITEM 65**

Smoking and the use of open lights or fires in or around facilities of the CITY or on any vessel or rail car within the jurisdiction of the CITY is strictly prohibited.

Handling of explosives is strictly prohibited without the prior written consent of CITY.

The storage, keeping or use of acid, gasoline, distillates or other liquid petroleum products, except lubrication oil, on properties of the CITY is strictly prohibited. CITY may authorize acceptable

designated areas at the request of a tenant so long as tenant agrees to conform to any requirements of the CITY regarding the material, its use or security of the designated area.

No person may obstruct or interfere with free and easy access in case of fire to any properties or facilities within the jurisdiction of CITY. No person shall remove or in any manner disturb any fire extinguisher, fire hose, hydrant or any other fire-fighting appliance installed or placed in or upon the PORT facilities.

IMPLIED CONTRACT

ITEM 80

Entry upon the PORT by a person or vessel - whether by land, water, or otherwise shall constitute an agreement by such person or vessel to comply with this tariff, any supplemental rules and regulations, and all applicable local, state, and federal regulations.

SECTION 2 – REGULATIONS GOVERNING USE OF WATERWAY

BERTH & FLEET ASSIGNMENTS

ITEM 200

Wharf and dock assignments may be governed by tenant agreements granting preferential use or non-exclusive use. Any preferential use shall be monitored and controlled by the tenant. Preferential use will not exclude the CITY to make berth assignment when it deems the facility is underutilized and such assignment will not negatively impact the tenant's operation.

All non-exclusive use wharves and docks are multi-user facilities. Certain interests may have a preferential berth at a facility that allows them to conduct operations upon arrival. Any wharf or dock not so contractually designated is usually assigned by the HARBOR MASTER on a first come first served basis subject to the terms, conditions and charges contained herein. Should any conflict or interpretation be required, the HARBOR MASTER will determine the order of assignment.

To expedite the handling of vessels and to avoid congestion, the HARBOR MASTER may order vessels already in berth to work continuously at their expense. A vessel refusing to work may be ordered to vacate the berth. Once ordered to vacate and notice being given to the master or person in charge, should they fail to comply with the instruction, the owner of the vessel shall be liable for all damage which may arise.

Additionally, the HARBOR MASTER may, at their discretion, order a vessel to move, to such a place as directed, when:

1. It is necessary for the proper operation of the facility;
2. There is an emergency;
3. Terminal congestion may be ameliorated by such a move;
4. A vessel is offensive or hazardous;
5. A vessel contains hazardous cargo or cargo that is liable to damage other vessels, cargo,

- or Port facilities; and/or
6. The vessel's berthing is in conflict with another vessel who had previous arrangements.

HARBOR & SAFETY REQUIREMENTS

ITEM 205

The CITY monitors the safety performance of vessel operation upon the waterways within its jurisdiction. All users are responsible for compliance of their vessels to rules which are established to protect people, assets and the environment of the CITY, tenants, property owners and other vessels.

- (1) **SPEED:** As stipulated by the US Coast Guard in CFR Title 33, Part 162.75 "Speeding in narrow sections is prohibited. Official signs indicating limited speeds shall be obeyed. Vessels shall reduce speed sufficiently to prevent damage when passing other vessels or structures in or along the waterway."

The maximum speed for all vessels shall be in accordance with CFR Title 33, Parts 83.06 and 164.11. Notwithstanding, vessels shall operate at slow bell or slower entering, while present in, and upon exiting the turning basin, and shall not exceed three miles per hour while passing any wharf, dock, bridge abutment or moored vessel.

- (2) **AUTOMATIC IDENTIFICATION SYSTEM (AIS):** Vessels equipped with AIS, as required by CFR Title 33, Part 164.46, must have the system active while in the jurisdiction of the CITY, unless the CITY is notified otherwise in advance.
- (3) **MOORINGS:** All vessels, when not underway, shall at all times be properly made fast using good and sufficient moorings considering the practice of good seamanship, cargo operation and weather considerations present and contemplated.
- (4) **FIRE ALARM:** In the event of a fire on board any vessel not underway, such vessel may sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at a dock to which it is moored. Such signal may be repeated to attract attention. The signal is not a substitute for, but may be used in addition to, other means of reporting the fire.
- (5) **ACCIDENT & COLLISION REPORTING:** Any fire, accident, pollution or other casualty of any kind whatsoever, occurring within the jurisdiction of the CITY must be reported to the HARBOR MASTER. Reporting requirements include incidents of groundings or striking of stationary objects. Reports are to be made in writing by electronic, facsimile transmission or other written form at the earliest opportunity and not more than twenty-four hours after the incident.
- (6) **POLLUTION, OIL & REFUSE:** All vessel owners, agent and operators shall comply with all federal, state or local regulations pertaining to placing or discharging into CITY waters any sewage, garbage, fuels, contaminants or refuse of any kind covered by such laws. Vessels discharging oil from bilge or tanks into CITY waters will be reported to the US Coast Guard and other appropriate authority for prosecution under appropriate federal and state laws or regulations.

Throwing of any rubbish or contaminant into CITY waters is strictly prohibited. Rubbish, garbage, dunnage or other general waste material shall be disposed of only in containers designated for this use and supplied by the vessel owner, agent or operator. Placing of any hazardous material or pollutant into such containers is prohibited. Vessels shall retain aboard any rubbish which cannot be properly placed in designated containers.

- (7) **RULES OF THE ROAD:** All vessels shall comply with the applicable "Rules of the Road" and nothing herein is intended to supersede the regulations pertaining to safe navigation.
- (8) **BUNKERING OF VESSELS:** Bunkering of vessels by tank truck will be permitted at any open dry cargo dock which has been designated to permit such activity. No bunkering shall take place while cargo operations are being performed simultaneously at the same berth. All preventive actions, including a contingent spill plan, for a safe and efficient fueling operation must be established between the delivery carrier and vessel before any transfer commences.
- (9) **VESSEL REPAIRS:** No vessel repairs will be made to vessels involving, welding, burning or other fire risk activity without the issuing of an appropriate hot work permit issued by the USCG and advisement to the HARBOR MASTER. Vessel repairs will be permitted at CITY open berths under the condition that the vessel will not be inoperable during any cargo operation and can be underway upon one-hour notice at all other times. The use of any dockside equipment, machinery or idle periods impacting the one-hour notice period requires notification and authorization from the HARBOR MASTER.
- (10) **REMOVAL OF SUNKEN VESSELS:** It shall be the responsibility of the vessel owner to salvage and/or adequately remove any vessel which may sink in the CITY's jurisdiction. Should a vessel sink while moored or working at facilities owned by CITY but under an exclusive use agreement to a second party, the second party shall be responsible for its salvage and/or adequate removal in the event the owner fails to act. Vessel owner shall salvage and/or remove said vessel within 48 hours after CITY requests same. If, in the discretion of the CITY, the vessel constitutes a hazard to navigation or impedes operation of PORT, arrangements may be permitted for its immediate removal by the CITY at vessel owner's risk and expense. Should the sinking impede operations or the responsible party fail to act, additional penalties of up to \$1,000 per Day may be assessed.
- (11) **LICENSING AND VESSEL REQUIREMENTS - SHIFT VESSELS OPERATING IN BASIN:** All vessels in operation in all waterways within the CITY's jurisdiction must meet all local, state, and federal requirements. All towboats operating in all waterways within the CITY's jurisdiction must be operated at all times by a U.S. Coast Guard licensed Captain with a valid Operator Uninspected Towing Vessel (OUTV) license; must meet American Waterways Operators Responsible Carriers Program requirements in all respects; must meet U.S. Coast Guard Subchapter M Inspection Requirements, as applied to inland towing vessels; and must meet the following additional standards -
- Minimum 600 horsepower,
 - Twin screws,
 - AIS equipped,

- Radar equipped, and
- Adequate eye level to see over empty barges.

(12) **TONNAGE REPORTING REQUIREMENTS:** All Users in the PORT must comply with all reporting requirements of local, state, and federal agencies in addition to those laid out in this tariff. Such reporting must be submitted in accordance with the requirements of the relevant agencies. In addition, tonnage movements must be reported to CITY concurrently with any cognizant local, state, and/or federal agencies. Tonnage movements must be reported to CITY in the manner laid out in "Exhibit D — Tonnage Reporting" attached to this Tariff.

(13) **PENALTIES FOR INFRACTIONS:** Any User in violation of any provision of this Section will be subject to a penalty of \$250 per infraction in addition to any other fees, penalties, or other consequences to which the User may be subject.

FLEETING/MOORING

ITEM 215

The CITY seeks to promote orderly and safe navigation of all waterways within its jurisdiction. For the safety of all users, the CITY may provide fleeting/mooring areas for the orderly safe mooring of vessels awaiting cargo operation or idled in the waterway, subject to the coordination with and approval of the Harbor Master. Any unauthorized fleeting or mooring shall result in a fine of not less than \$500 per day. The CITY does not operate as a fleet service and all risk of use rests with the owner/operator. No barges containing hazardous materials are to be fledted and left unattended. Fleeting is available to vessels at a rate of

- \$175.00 per day for Regulation Barges (10,000 barrel capacity)
- \$250.00 per day for Over-sized Barges (exceeding 35 ft x 200 ft.)
- \$250.00 per day for all other fledted vessels, equipment or materials

DOCKAGE

ITEM 220

Dockage for all self-propelled and non-self-propelled vessels shall be based on Length Overall (LOA) in feet per Day as follows:

74 ft. or less, per day	\$75.00
75 ft to 100 ft, per day	\$125.00
101 ft. to 200 ft. per day	\$200.00
201 ft or greater	\$250.00

BUNKER FEE, TANK TRUCK TO VESSEL**ITEM 230**

Bunkers may be delivered by tank truck with prior notification to the HARBOR MASTER. A charge of **\$50.00 per truck** is assessed against the vessel for transfer of fuel at CITY PORT facilities.

MANIFESTS REQUIRED OF VESSELS**ITEM 235**

Vessel Operators, shippers, operators, or their agents, utilizing facilities within the jurisdiction of the CITY, are required to furnish the HARBOR MASTER with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the PORT. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted at the discretion of the HARBOR MASTER.

Manifests shall be submitted to the HARBOR MASTER within seven (7) days of the arrival or within seven (7) days of the departure of any vessel.

Failure to submit the manifest within the time specified shall constitute cause for suspension of vessel privileges until such failure is remedied.

SECTION 3 – REGULATIONS GOVERNING FACILITIES & CARGO**HANDLING HAZARDOUS MATERIALS****ITEM 310**

Materials classified as hazardous by the USCG or OT will be accepted by the CITY for handling in waterborne commerce only if such materials and the way they are handled conforms with all rules and regulations promulgated by those agencies. Conformance is required to such further OSHA, federal, state and local regulations, as well as all provisions of this tariff, any prevailing Port rules and regulations, and any permit(s) issued to the User handling the hazardous materials.

Notice shall be given to the HARBOR MASTER of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of facilities or equipment at the Port. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

The CITY may refuse the use of its facilities for the handling of hazardous and dangerous materials if, in the CITY's opinion, handling the hazardous materials constitutes an undue risk to the Port, Users, Tenants, and/or the citizens within the City of Port Lavaca.

TRANSSHIPMENT OF CARGO**ITEM 340**

Cargo, which is discharged from a vessel and intended for transshipment will be assessed wharfage on the outward movement if reloaded within seven (7) days of initial placement. If cargo remains beyond the seventh day, the inward and outward wharfage will be assessed, as well as any other applicable charges set forth in this Tariff.

SECTION 4 – WHARFAGE CHARGES**WHARFAGE CHARGES BY COMMODITY****ITEM 400**

All wharfage charges are in U.S. Dollars (USD) per Ton (2,000 pounds) unless otherwise noted.

- Crude petroleum, condensate, and other Liquid hydrocarbons, PER BARREL \$0.125
- Bulk product liquid or dry, PER TON \$0.79
- Oysters, PER SACK **###.##**
Westside CC = 50 cents/sack for oysters and \$0.15/lb for other seafood commodities

SECTION 5 – FEES**GENERAL****ITEM 500**

Potable Water: Refer to Appendix A -Chapter 50 Utilities of the City of Port Lavaca Code of Ordinances.

HARBOR OF REFUGE**ITEM 510**

Dedicated Dockage space provided with a ground lease	\$4.00/LF
Rail Spur Maintenance Fee	\$1,000/MO

NAUTICAL LANDINGS MARINA**ITEM 520**

Dockage/Stall Rentals	\$6.30/LF/MO
110v 30-amp Connection	\$52.50/MO
220v 50-amp Connection	\$105.00/MO
Transient Rate <35 ft LOA	\$15.75/DAY
Transient Rate >35 ft	\$21.00/DAY
Water and Trash is included in all Dockage/stall rentals	

SMITH HARBOR AND CITY HARBOR**ITEM 530**

Commercial Fishing Vessel Dockage Monthly rate	
First 25 ft. of LOA	\$175.00/MO
Each additional foot of LOA > 25 ft.	\$ 5.00/MO

Commercial Fishing Vessel Dockage Daily Rate	\$25.00/DAY
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RAIL OPERATIONS AND TRANSLOADING

ITEM 330

The CITY maintains rail track for the use of tenants and customers. The Port is served by the UPRR. Use of the CITY track is governed by the granting of a Rail Usage Permit that outlines the manner and conditions under which rail switching will be provided. CITY reserves the right to coordinate use based on utilization and preference deemed in the best interest of the PORT and its Users.

All rail charges are for the account of the User. Transloading taking place on port facilities not under lease are subject to prior approval by the HARBOR MASTER and the User will be assessed a \$35.00 per car transload fee in addition to any other charge herein.

The following free time and rail storage rates will apply:

	Free Time	Charge After Free Time Expires
Manifest Cars	3 days	\$20 per car per day
Unit Trains	10 days	\$5 per car per day

Free Time and Rail Storage shall be calculated based on when railcars are brought to a point of rest at the port (arrival) to when railcars are removed from the Port (departure).

COMMUNICATION

SUBJECT: PRESENTATION FROM THE SOUTHERN FEDERATION OF COOPERATIVES, MATAGORDA BAY FISHING COOPERATIVE AND MILLER SEAFOOD CO. INC. - PRESENTER JODY WEAVER.

INFORMATION:

COMMUNICATION

SUBJECT: CONSIDER CHANGING THE TIME FOR THE REGULAR PORT COMMISSION MEETING.

INFORMATION:

COMMUNICATION

SUBJECT: COMMENTS FROM COMMISSIONERS.

INFORMATION:

