



REGULAR PORT COMMISSION MEETING

Tuesday, August 16, 2022 at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting WEEKDAY, MONTH DAY, 2021 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

Due to COVID-19 concerns, social distancing guidelines will be encouraged for in-person attendance. The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/85480504742?pwd=em90SGw5Q3NZVWRvS1d3cWpqLzVoZz09>

Meeting ID: 854 8050 4742

Passcode: 511084

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 on Zoom by logging on with your computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.*

CONSENT AGENDA

1. APPROVAL OF MINUTES
 - a) MINUTES OF JULY 19, 2022 - REGULAR MEETING.
2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

REPORTS

3. RECEIVE FINANCIAL REORTS OF PORT REVENUE FUND
 - a) Tariff Report
 - b) Account Aging Report
 - c) Payment Report
 - d) Revenue and Expenditure Report
 - e) Balance Sheet
 - f) Profit and Loss Cash Flow Report

ACTION ITEMS: RECEIVE STATUS REPORTS

4. ACTION ITEMS: RECEIVE STATUS REPORTS
 - a) Renovations to Nautical Landing Marina Breakwater - Presenter Jody Weaver
 - b) CDBG-MIT Coastal Resilience Project / Restore Grant - Presenter Jody Weaver
5. ACTION ITEM - RECEIVE STATUS REPORTS ON SPECIAL PROJECTS
 - a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17A - Presenter Jody Weaver
 - b) CRG Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A - Presenter Jody Weaver
6. ACTION ITEM - 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: RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

- 7. DISCUSS PROPOSED NEW LEASE FOR EDWARD JONES & CO.
- 8. DISCUSS LEASE OF TRACT 3, 11 AND 12 AT HARBOR OF REFUGE
- 9. DISCUSS LEASE OF TRACT 9, 9A AND 10 AT CITY HARBOR
- 10. 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 16, 2022**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, August 12, 2022**.

/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 a) MINUTES OF JULY 19, 2022 - REGULAR MEETING.

INFORMATION:



REGULAR PORT COMMISSION MEETING

Tuesday, July 19, 2022, at 10:00 AM

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

MINUTES

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

On this the 19th day of July 2022, the Port Commission of the City of Port Lavaca, Texas, convened in regular session at 10:00 a.m. in the regular meeting place in City Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

ROLL CALL:

Alex Davila	Chairman
David Roberts	Commissioner
Mike McGuire	Commissioner
Sue Traylor	Commissioner
Michael Kovarek	Commissioner
Jamie O'Neil	Commissioner
Larry Nichols	Commissioner

CALL TO ORDER:

Chairman Davila called the meeting to order and presided at 10:00 a.m.

COMMENTS FROM THE PUBLIC - *Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting on Zoom by logging on with your computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.*

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
 - a) **MINUTES OF JUNE 21, 2022 - 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 minutes of the Port Commission regular meeting held on July 19, 2022, are hereby approved.

Seconded by Commissioner Kovarek.

Motion passed by the following vote:

Voting Aye:

Alex Davila, David Roberts, Mike McGuire, Sue Traylor, Mickael Kovarek, Larry Nichols, and Jamie O'Neil.

Voting Nay: None

2. **RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT**

- A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet.

Motion made by Commissioner McGuire

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

THAT, the Harbor Master's Inspection Report of the Port Commission regular meeting held on July 19, 2022, are hereby approved.

Seconded by Commissioner Kovarek.

Motion passed by the following vote:

Voting Aye:

Alex Davila, David Roberts, Mike McGuire, Sue Traylor, Mickael Kovarek, Larry Nichols, and Jamie O'Neil.

Voting Nay: None

REPORTS

3. **RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND**

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

- A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet.

ACTION ITEMS: RECEIVE STATUS REPORTS**4. ACTION ITEM - RECEIVE STATUS REPORTS****a) Renovations to Nautical Landing Marina Breakwater - Presenter Jody Weaver**

- TPWL contacted Urban Engineering on July 8, 2022 needed some forms signed. We have completed these forms and have been told that all is in order now for the contract to be issued.

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

- A copy of the minutes to the engineering kick-off meeting can be found in the Port Commission's meeting packet 6/21/2022.
- No new information about the Restore Grant project.

5. ACTION ITEM - RECEIVE STATUS REPORTS ON SPECIAL PROJECTS**a) Status report of Restoration of Harbor of Refuge Tract 16 - Presenter Jody Weaver**

- The Voluntary Restoration project of the Tract 16 location is complete and closed out. As mentioned at the last Port Commission meeting a second location further north along the shore in what is known as Tract 17A has been identified by TCEQ as an area where the surface was disturbed. Urban Engineering will be surveying the site and working on a Voluntary Restoration Plan for this area.

b) CRG Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A - Presenter Jody Weaver

- No new updates

6. ACTION ITEM - RECEIVE HARBOR MASTER'S OPERATIONS, PROMOTION/DEVELOPMENT ACTIVITY REPORT**a) City Harbor**

- Coastal Bend Demolition completed demoing old freezer plant cement slab June 17, 2022.

b) Nautical Landings Building

- Brown & Root has submitted a bid to make electrical upgrades and wood repairs to building \$95,000.
- G&W Engineering going to write a scope of work for bids.

c) Nautical Landings Marina

- Matt Estes City Attorney awaiting probate.
- Abandon boat – owner found, in process of auctioning boat.

- Horizon Environmental has been onsite 12 times since last PC meeting.
- d) Smith Harbor
- Dredge spoils waiting for it to dry out before shaping up piles.
- e) Harbor of Refuge
- We are going out for competitive bids on the trash clean up.
 - Alcoa completed hauling mulch June 28, 2022.

7. **CONSIDER APPROVAL OF JOB ORDER CONTRACT PROPOSAL FROM BROWN AND ROOT FOR ELECTRICAL SERVICE REPAIRS/UPGRADES TO NAUTICAL LANDINGS BUILDING**

Motion made by Commissioner McGuire

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

THAT, in accordance with recommendation by Port Commission hereby request to City Council to accept proposal from Brown and Root for electrical service repairs and upgrades to the Nautical Landing Building.

Seconded by Commissioner Nichols.

Motion passed by the following vote:

Voting Aye:

Alex Davila, David Roberts, Mike McGuire, Sue Traylor, Mickael Kovarek, Larry Nichols, and Jamie O'Neil

Voting Nay: None

ACTION ITEMS: RECEIVE REPORTS AND DISCUSS STATUS LEASES

8. **DISCUSS SCHEDULED ANNUAL ADJUSTMENT FOR HELENA'S LEASE**

- Helena's Ground Lease Agreement allows for the rent to be adjusted annually on August 1, pursuant to the increase in the Municipal Cost Index as of the latest date published prior to August 1.

Motion made by Commissioner Traylor

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

THAT, in accordance with recommendation by Port Commission hereby request to recommend to City Council to increase Helena Chemical's new MCI rate to eight percent (8%).

Seconded by Commissioner Nichols.

Motion passed by the following vote:

Voting Aye:

Alex Davila, David Roberts, Mike McGuire, Sue Traylor, Mickael Kovarek, Larry Nichols and Jamie O'Neil.

Voting Nay: None

ACTION ITEMS: NEW BUSINESS

9. **REVIEW DRAFT 2022-2023 FISCAL YEAR BUDGET FOR PORT AND HARBORS FUND**

The Port Operating Fund is a proprietary fund. It provides operations and maintenance for the ports and harbors. Revenues are generated through rentals of the harbor and dock facilities. The Port Fund encompasses the following activities:

- Rental of dock and harbor facilities
- Maintenance of dock, harbor facilities and channel
- Maintain associated buildings and physical assets
- Alternative funding options to upgrade the facilities

10. **REVIEW DRAFT 2022-2023 BUSINESS PLAN AND 2021-2022 ACCOMPLISHMENTS FOR PORT AND HARBORS FUND**

2022-2023 Business Plans (Objectives)

- Work with engineer on preliminary design and permitting for the CDBG — MIT Coastal resilience living shoreline 13.5-million-dollar project.
- Complete Breakwater project at Nautical Landings Marina.
- Continue working on Smith Harbor Improvements.
- Continue marketing Port properties.
- Complete electrical repairs to Nautical Landings Building.
- Continue Maintaining Lease agreements at facilities.
- Support economic development.
- Continue working on Texas Marina designation (Clean Harbors) for NLM
- Continue cleaning at Harbor of Refuge & stabilize shoreline.
- Perform quarterly inspections of the rail spur at the Harbor of Refuge

2021-2022 Accomplishments of Prior Year Business Plans

- Accepted as a corporate member of the Texas Ports Association
- Completed Repairs to Nautical Landing Marina.
- Completed Low Dock at City Harbor.
- Completed Scully's Bulkhead.
- Completed dredging of Smith harbor.
- Completed some repairs to NLB.
- Completed a Voluntary Restoration of a disturbed area at Tract 16 of the Harbor of Refuge
- Completed a Modified Phase II Environmental Site Assessment of Tracts 16, 17, 17A of the Harbor of Refuge
- Performed a Phase 1 Environmental Site Assessment of the entire Harbor of Refuge site south of the channel

11. DRAFT 5-YEAR CAPITAL IMPROVEMENT PLAN FOR PORT AND HARBORS FUND

CAPITAL IMPROVEMENT PLAN

TARGET TOTAL FOR CIP projects using reserves

2020/21		2021/22	2022/23	2023/24	2024/25	2025/26
	\$71,030 for CIP + 92,000 (already included in the \$717,000 in CIP) =	\$ 463,030				

PORT REVENUE

Nautical Landings	2020/21	ACTUAL Spent/encumbered to date	Remaining	2021/22	2022/23	2023/24	2024/25	2025/26
TPWL Breakwater Match	\$ 125,000	\$ -	\$ 125,000	\$ 42,000				
Facelift to Building and replace doors	\$ 80,000	\$ 11,365	\$ 68,635	carry over				
Parking Lot Improvements				\$ 110,000				
Dredge NL Marina							\$ 80,000	
Smith Harbor	2020/21				2022/23	2023/24	2024/25	2025/26
Dredging of Smith Harbor	\$ 450,000	\$ 345,500	\$ 104,500					
Hire Consultant to develop Master Plan	\$ 50,000	\$ -	\$ 50,000	carry over				
Improvements Smith Harbor				\$ 110,000				
Improvements to Smith Harbor					375,000	\$ 375,000		
City Harbor	2020/21				2022/23	2023/24	2024/25	2025/26
Construct new bulkhead near Scully's/finger pier improvements	\$ 180,000							
Replace Lower Dock (N.J.C. portion for FEMA reimbursement)	\$ 360,000	\$ 234,361						
Repairs to Evelyn's Seafood Dock							\$ 220,000	
Harbor of Refuge	2020/21			2021/22	2022/23	2023/24	2024/25	2025/26
Shoreline Protection along east side of Tracts 16, 17, 17A				\$ 200,000				
Bulkhead at Harbor of Refuge								
Total Port Revenue Fund Reserves	\$ 1,245,000			\$ 462,000	\$ 375,000	\$ 375,000	\$ 300,000	\$ -

CLOSED SESSION**12. ANNOUNCEMENT BY THE CHAIRMAN THAT THE PORT COMMISSION WILL RETIRE TO CLOSED SESSION**

FOR CONSULTATION WITH CITY ATTORNEY ON A MATTER 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, IN ACCORDANCE WITH TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE

Chairman Alex Davila announced that Port Commission would “Pass” on closed session.

No Action necessary and none taken.

13. RETURN TO OPEN SESSION AND TAKE ANY ACTION NECESSARY ON ITEM DICUSSED IN CLOSED SESSION

Chairman Alex Davila announced that there would be no action taken.

No Action necessary and none taken.

COMMENTS**14. COMMENTS FROM COMMISSIONERS**

No Comments.

ADJOURNMENT

Commissioner Roberts made a motion to adjourn the meeting.

Commissioner McGuire seconded this motion.

Motion passed by the following vote:

Voting Aye:

Alex Davila, David Roberts, Mike McGuire, Sue Traylor, Mickael Kovarek, Larry Nichols and Jamie O'Neil.

Voting Nay: None

Meeting adjourned at 11:50 a.m.

These minutes were approved on August 16, 2022.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin. Assistant

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

INFORMATION:

Port Lavaca Port Commission Monthly Inspection

Month: 16 AUGUST 2022 Location: City Harbor

1. Fueling Area

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

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. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Slab

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 16 AUGUST 2022 Location: Harbor of Refuge

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Railspur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Environmental

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. PERMIT

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 5 APRIL 2021 FOUND SOME DAMMAGE TO THE VERTICAL
TIMBER AT THE OFFSET IN BULKHEAD " DESIGN PROBLEM" DAMMAGE WAS
DONE BEFORE INSTALLING FENDERS.

9. Cleats & Kevels

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

14. Mulch Piles

Condition:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 16 AUGUST 2022 Location: NLM / Smith Harbor

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

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

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

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

9. Cleats & Keels

Condition: Satisfactory Unsatisfactory Not Applicable

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

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Dredging

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Com

Harbor Master: _____

Port Lavaca Port Commission Monthly Building Inspection

Month: 16 AUGUST 2022 Location: NLB

1. Doors:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Flooring:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Windows:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

7. HVAC

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

8. Roof:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments: 28 JANUARY 2022 ROOF LEAK APPEARED OVER SUITE 2.

9. Parking:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

10. Fire Extinguishers:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

11. Hand Railing:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

12. Stairs & Steps

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

Harbor Master: _____

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REORTS OF PORT REVENUE FUND

INFORMATION:

a) Tariff Report b) Account Aging Reportc) Payment Reportd) Revenue and Expenditure Report e) Balance Sheet f) Profit and Loss Cash Flow Report

HELENA CHEMICAL

TARIFF REPORT FY 2020-2021

TARIFF AMOUNT

PAID @ \$0.65

FERTILIZER
BULK TONS

PER TON

Date Received	Reference	Description	BARGE	RAIL	REPORTING MONTH	FERTILIZER BULK TONS	TARIFF AMOUNT PAID @ \$0.65 PER TON
10/21/2021	1111695	HELENA CHEMICAL	4713.605	743.575	10/2021	5,457.180	\$3,541.61
1/24/2022	1122686	HELENA CHEMICAL	4573.691	742.95	11/2021	5,316.641	\$3,455.82
12/28/2021	1119494	HELENA CHEMICAL	3102.521	0	12/2021	3,102.521	\$2,016.64
2/9/2022	1124789	HELENA CHEMICAL	4801.742	758.62	01/2022	5,560.362	\$3,614.24
3/17/2022	1128015	HELENA CHEMICAL	16086.385	2265.794	02/2022	18,352.179	\$11,928.92
3/29/2022	1130371	HELENA CHEMICAL	6212.435	2245.603	03/2022	8,458.038	\$5,497.72
4/26/2022	1133628	HELENA CHEMICAL	4707.816	0	04/2022	4,707.816	\$3,060.08
6/3/2022	26820	HELENA CHEMICAL	7629.245	0	05/2022	7,629.245	\$4,959.01
6/22/2022	26906	HELENA CHEMICAL	2949.473	0	06/2022	2,949.473	\$1,917.16
7/29/2022	ACH	HELENA CHEMICAL	3192.571	0	07/2022	3,192.571	\$2,075.17
		HELENA CHEMICAL			08/2022	PENDING PMT FOR AUGUST 2022	
		HELENA CHEMICAL			09/2022		

FY 2021-2022 - TOTAL

\$42,066.37

REPORTING

Date Received	Reference	Description	RAIL	MONTH	PAID
10/1/2021	CK 3523717	MONTHLY RAIL FEE	\$833.00	10/2021	PAID
10/29/2021	CK 3532985	MONTHLY RAIL FEE	\$833.00	11/2021	PAID
12/3/2021	CK 3543882	MONTHLY RAIL FEE	\$833.00	12/2021	PAID
1/10/2022	CK 3554856	MONTHLY RAIL FEE	\$833.00	01/2022	PAID
2/1/2022	CK 3561730	MONTHLY RAIL FEE	\$833.00	02/2022	PAID
3/3/2022	CK 3570991	MONTHLY RAIL FEE	\$833.00	03/2022	PAID
4/7/2022	CK 3582043	MONTHLY RAIL FEE	\$833.00	04/2022	PAID
4/27/2022	ACH	MONTHLY RAIL FEE	\$833.00	05/2022	PAID
5/27/2022	ACH	MONTHLY RAIL FEE	\$833.00	06/2022	PAID
6/28/2022	ACH	MONTHLY RAIL FEE	\$833.00	07/2022	PAID
7/27/2022	ACH	MONTHLY RAIL FEE	\$833.00	08/2022	PAID
				09/2022	

MONTHLY TARIFF REPORT

DATE: July 20, 2022REPORTING PERIOD: July 2022
(MONTH) (YEAR)COMPANY NAME: HELENA AGRI-ENTERPRISES, LLCMAILING ADDRESS: PO BOX 419
(P. O. Box Number or Street)PORT LAVACA TX 77979
(City) (State) (Zip Code)

3192.571 Tons of Fertilizer Barge @ 0.65¢ 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 \$ \$2075.17 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 20 day of July, 2022.

Terminal Manager
(Title)

Trey Franz
(Printed Name)


(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 242 rearza@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

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Barge
3,192.571
\$2,075.17
Rail
0.000

July 2022

Loading**Facility:**

St Louis

Melissa

Prepared By:

Reader

Tabatha

Attn:

Bookmiller

Barge ID:

MTC378B

Load Date

2/13/2022

Load Time

16:24

Railcar #	STN	Product	Customer	CP Date	AP Date	U/L Date
PTLX015955	99.450	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
PTLX015371	99.575	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
PTEX021869	99.425	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
PLCX027757	99.250	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
NDYX833102	98.825	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
NDYX824630	99.900	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
NAHX478464	99.550	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
NAHX000227	98.275	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
MOCK499268	99.475	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
MOCK499151	99.400	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
MOCK481033	99.000	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
MOCK480114	99.775	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
ITFX348245	99.550	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
AOKX410234	99.400	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
AOKX182040	99.575	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
AOKX181846	99.675	PEGASUS GRANULAR	MOSAIC	2/12/2022	2/12/2022	2/14/2022
Total	1,590.100	STN				

BARGE SURVEY

Published: 06/02/22 14:14:15

Vessel ID:	IN126463	Commodity:	UREA	Empty Survey D/T:	06/02/2022
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:	06/02/22 3:20
Vessel Type:	BARGE	Order No.:	33000944	Placement Date:	05/30/22 7:00
Voyage ID:	8954	Surveyor ID:		Start Date:	06/01/22 20:02
				Complete Date:	06/02/2022
				Release Date:	06/02/22 3:20
				Origin City:	Donaldsonville
				Origin State:	LA

Vessel Facts					
Depth:	13 Ft.	0 In.	Bilge Radius:	0 Ft.	0 In.
Beam:	35 Ft.	0 In.	Rake Horizontal:	0 Ft.	0 In.
Length:	200 Ft.	0 In.	Rake Vertical:	0 Ft.	0 In.

Order Information	
Order No:	33000944
Cust/Bill To:	100035
Ship To:	207591
City/State:	
Cust PO No:	GAVILON FERTILIZER LLC
	CUSTOMER ARRANGED BARGE

Freeboard		
	Empty	Loaded
Fwd/Bow Port:	11'-7.000"	4'-3.000"
Fwd/Bow Star:	11'-7.500"	4'-3.000"
Mid Port:	11'-5.750"	4'-3.000"
Mid Star:	11'-6.000"	4'-2.000"
Aft/Stern Port:	11'-6.250"	4'-1.500"
Aft/Stern Star:	11'-6.000"	4'-1.500"
Mean Freeboard:	11'-6.420"	4'-2.330"
Mean Draft:	1'-5.580"	8'-9.670"
Water Density:	1.000	0.9998
Net Tons:	-0.569	1,601.902
Tons Corrected for Density:		1,602.471

Tank Soundings							
Empty			Loaded				
Bow			Bow				
0 Ft. 1.00 In.			0 Ft. 1.00 In.				
Port		Starboard		Port		Starboard	
No. 1:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 1:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 1:	0 Ft. 0.00 In.
No. 2:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 2:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 2:	0 Ft. 0.00 In.
No. 3:	0 Ft. 1.00 In.	0 Ft. 0.00 In.	No. 3:	0 Ft. 0.00 In.	0 Ft. 25.00 In.	No. 3:	0 Ft. 0.00 In.
No. 4:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 4:	0 Ft. 0.00 In.	0 Ft. 0.00 In.	No. 4:	0 Ft. 0.00 In.
No. 5:	0 Ft. 25.00 In.	0 Ft. 0.00 In.	No. 5:	0 Ft. 0.00 In.	0 Ft. 1.00 In.	No. 5:	0 Ft. 0.00 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.	No. 6:	0 Ft. 0.00 In.
Stem		Stem		Stem		Stem	
0 Ft. 2.00 In.		0 Ft. 2.00 In.		0 Ft. 2.00 In.		0 Ft. 2.00 In.	

QUALIZER / GULF MARK

TARIFF AMOUNT

PAID @ \$0.10

PER BARREL

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	
11/18/2021	1115189	EQUALIZER, INC.	OIL	/	10/2021	29,755.850	\$2,975.58
12/21/2021	1118972	EQUALIZER, INC.	OIL	/	11/2021	40,177.560	\$4,017.76
2/1/2022	1123461	EQUALIZER, INC.	OIL	/	12/2021	31,936.470	\$3,193.65
3/7/2022	1128013	EQUALIZER, INC.	OIL	/	01/2022	20,123.540	\$2,012.35
3/21/2022	1129740	EQUALIZER, INC.	OIL	/	02/2022	25,167.370	\$2,516.74
6/24/2022	1141009	EQUALIZER, INC.	OIL	/	03/2022	28,379.070	\$2,837.91
5/16/2022	1136699	EQUALIZER, INC.	OIL	/	04/2022	66,462.600	\$6,646.26
6/22/2022	1140796	EQUALIZER, INC.	OIL	/	05/2022	64,583.700	\$6,458.37
7/29/2022	1145212	EQUALIZER, INC.	OIL	/	06/2022	45,975.330	\$4,597.53
		EQUALIZER, INC.	OIL	/	07/2022	PENDING PMT FOR JULY 2022	
		EQUALIZER, INC.	OIL	/	08/2022		
		EQUALIZER, INC.	OIL	/	09/2022		

FY 2021-2022 - TOTAL \$35,256.15

CITY OF PORT LAVACA PORT COMMISSION

MONTHLY TARIFF REPORT

DATE: 07/31/2022

REPORTING PERIOD: JULY 2022
(MONTH) (YEAR)

COMPANY NAME: EQUALIZER INC

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

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

_____ Tons of Fertilizer BARGE @ 0.65¢ per ton
(Name Product)

55,547.25 Barrels of Crude Oil CRUDE OIL @ 0.010¢ per barrel
(Name Product)

_____ Sacks of Oysters _____ @ 0.10¢ per sack

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 5,554.72 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 31 day of JULY, 2022.

COMPTROLLER
(Title)

MARY MILLER
(Printed Name)

Mary Miller
(Fully Authorized Signature)

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

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

From - : Camlin Cargo Control
To : GulfMark Energy Inc.

Item #3.

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

paulm@gulfmarkenergy.com
shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : MM - 55 & 60
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1
Date : 13-JUL-2022
File NA° : PVI-12743
Ref. NA° : ER220701A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 20,857.92
Free Water 0.00
GSV

Barrels @ 60 °F 20,857.92
Gallons @ 60 °F 876,032.64
Long Tons - Air 2,961.627
Metric Tons - Air 3,009.152
Short Tons - Air 3,317.023
Kilograms - Air 3,009,152.0
Pounds - Air 6,634,045.0

API Gravity @ 60 °F (C) 24.1

NSV

Barrels @ 60 °F 20,836.82
Gallons @ 60 °F 875,146.44

Long Tons - Air 2,958.631
Metric Tons - Air 3,006.108
Short Tons - Air 3,313.667
Kilograms - Air 3,006,108.0
Pounds - Air 6,627,334.0

S&W % 0.101**
S&W Vol. 21.10
S&W Source

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

Total Vessel Quantities

Vessel : MM - 55
TCV, Bbls @ 60 °F 20,850.53
Free Water 0.00
GSV

From : Camin Cargo Control
To : GulfMark Energy Inc.

Item #3.

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

paulm@gulfmarkenergy.com
shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : MM - 93 & 94B
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1

Date : 26-JUL-2022
File NA° : PVI-12756
Ref. NA° : ER220702A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 19,830.34
Free Water 0.00
GSV

Barrels @ 60 °F 19,830.34
Gallons @ 60 °F 832,874.28

Long Tons - Air 2,810.295
Metric Tons - Air 2,855.392
Short Tons - Air 3,147.531
Kilograms - Air 2,855,392.0
Pounds - Air 6,295,061.0

API Gravity @ 60 °F (C) 24.4

NSV

Barrels @ 60 °F 19,821.54
Gallons @ 60 °F 832,504.68

Long Tons - Air 2,809.048
Metric Tons - Air 2,854.125
Short Tons - Air 3,146.134
Kilograms - Air 2,854,125.0
Pounds - Air 6,292,268.0

S&W % 0.044**
S&W Vol. 8.80
S&W Source

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

Total Vessel Quantities

Vessel : MM - 93

TCV, Bbls @ 60 °F 19,833.89
Free Water 0.00
GSV

From : Camin Cargo Control
To : GulfMark Energy Inc.

Item #3.

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

paulm@gulfmarkenergy.com
shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : FMT - 3060
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 1
Date : 05-JUL-2022
File NA° : PVI-12734
Ref. NA° : VG220701-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 14,894.85
Free Water 0.00
GSV

Barrels @ 60 °F 14,894.85
Gallons @ 60 °F 625,583.70

Long Tons - Air 2,110.853
Metric Tons - Air 2,144.725
Short Tons - Air 2,364.155
Kilograms - Air 2,144,725.0
Pounds - Air 4,728,310.0

API Gravity @ 60 °F (T) 24.4

NSV

Barrels @ 60 °F 14,888.89
Gallons @ 60 °F 625,333.38

Long Tons - Air 2,110.008
Metric Tons - Air 2,143.867
Short Tons - Air 2,363.209
Kilograms - Air 2,143,867.0
Pounds - Air 4,726,418.0

S&W % 0.040**
S&W Vol. 5.96
S&W Source

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

Total Vessel Quantities

Vessel : FMT - 3060
TCV, Bbls @ 60 °F 14,866.26
Free Water 0.00
GSV

TIGE OYSTER

Date Received	Reference	Description	OYSTERS	TONS	REPORTING		SACKS OF OYSTERS	TARIFF AMOUNT	
					MONTH			PAID @ \$0.30	PER SACK
11/8/2021	NONE	PRESTIGE OYSTER	NONE	/	10/2021		0.000		\$0.00
		PRESTIGE OYSTER	NONE	/	11/2021		0.000		\$0.00
1/21/2022	NONE	PRESTIGE OYSTER	NONE	/	12/2021		0.000		\$0.00
3/2/2022	NONE	PRESTIGE OYSTER	NONE	/	01/2022		0.000		\$0.00
3/7/2022	NONE	PRESTIGE OYSTER	NONE	/	02/2022		0.000		\$0.00
4/7/2022	NONE	PRESTIGE OYSTER	NONE	/	03/2022		0.000		\$0.00
5/9/2022	NONE	PRESTIGE OYSTER	NONE	/	04/2022		0.000		\$0.00
6/13/2022	NONE	PRESTIGE OYSTER	NONE	/	05/2022		0.000		\$0.00
		PRESTIGE OYSTER	NONE	/	06/2022		0.000		\$0.00
		PRESTIGE OYSTER	NONE	/	07/2022				
		PRESTIGE OYSTER	NONE	/	08/2022				
		PRESTIGE OYSTER	NONE	/	09/2022				
FY 2021-2022 - TOTAL									\$0.00

CITY OF PORT LAVAC PORT COMMISSION

8/12/2022

ACCOUNT AGING REPORT

Account	Status	Pay Date	Current Balance	30 Day	60 Day	90 Day	120 Day	Balance
99-1303-01	Active	7/6/2022	\$ 5,500.00					\$ 5,500.00
99-1415-00	Active	8/4/2022	\$ (6,051.67)					\$ (6,051.67)
99-1583-05	Active	8/10/2022	\$ 3,520.00	\$ 1,985.00				\$ 5,505.00
99-1733-02	Active	7/8/2022	\$ (2,024.47)					\$ (2,024.47)
99-1734-00	Active	8/1/2022						
99-1745-00	Active	4/6/2021	\$ 1,485.00	\$ 1,350.00	\$ 1,485.00	\$ 1,485.00	\$ 16,335.00	\$ 22,140.00
99-1746-00	Active	4/6/2021	\$ 4,649.72	\$ 4,227.02	\$ 4,649.72	\$ 4,649.72	\$ 51,146.94	\$ 69,323.12
99-1783-00	Active	7/6/2022	\$ 1,996.50					\$ 1,996.50
99-1800-01	Active	8/1/2022						
99-1801-01	Active	8/10/2022						
99-1810-00	Active	7/27/2022						
99-1883-00	Active	7/27/2022	\$ (388.44)					\$ (388.44)
99-1893-00	Active	8/4/2022						
99-1909-01	Active	8/1/2022	\$ (579.58)					\$ (579.58)
99-1913-02	Active	7/10/2022	\$ 704.00					\$ 704.00
99-1923-06	Active	7/25/2022						
99-1930-01	Active	7/8/2022	\$ 450.00					\$ 450.00
99-1931-07	Active	8/4/2022	\$ (500.00)					\$ (500.00)
99-1932-06	Active	8/4/2022	\$ (500.00)					\$ (500.00)
99-1933-03	Active	8/10/2022						
99-1963-04	Active	7/29/2022						
99-1973-06	Active	8/3/2022	\$ (317.10)					\$ (317.10)
99-1983-09	Active	8/5/2022						
99-1993-04	Active	8/5/2022	\$ 7.62					\$ 7.62
99-2003-04	Active	7/25/2022						
99-2013-09	Active	8/3/2022						
99-2043-07	Active	8/1/2022						
99-2053-10	Active	5/20/2022	\$ 332.20	\$ 302.00	\$ 332.20	\$ 54.40		\$ 1,020.80
99-2063-10	Active	7/25/2022						
99-2093-07	Active	8/4/2022						
99-2103-07	Active	8/3/2022						
99-2153-04	Active	6/6/2022	\$ 321.09	\$ 291.90				\$ 612.99
99-2163-03	Active	7/15/2022	\$ 264.60					\$ 264.60
99-2193-07	Active	7/29/2022						
99-2213-04	Active	7/29/2022						
99-2223-10	Active	8/1/2022						
99-2233-07	Active	7/15/2022	\$ 251.79					\$ 251.79
99-2253-07	Active	6/27/2022	\$ 251.79	\$ 228.90	\$ 42.07			\$ 522.76
99-2293-14	Active	6/21/2022	\$ 251.79					\$ 251.79
99-2313-14	Active	8/3/2022						
99-2421-07	Active	8/1/2022						
99-2443-05	Active	8/7/2022						
99-2453-08	Active	5/20/2022	\$ 307.23					\$ 307.23
99-2481-05	Active	8/11/2022	\$ 32.11					\$ 32.11
99-2543-09	Active	8/1/2022						
99-2589-05	Active	4/22/2022	\$ 258.72	\$ 235.20	\$ 258.72	\$ 258.72		\$ 1,011.36
46			\$ 10,222.90	\$ 8,620.02	\$ 6,767.71	\$ 6,447.84	\$ 67,481.94	\$ 99,540.41

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-101258 ACE HARDWARE	I-166252	504 51000529.11	LIGHTING & DECORATION: CAULK SEALANT		60514	\$77.94
01-101258 ACE HARDWARE	I-166463	504 51000521.01	OFFICE : KEYS		60514	\$4.58
VENDOR TOTALS						\$82.52
01-103271 AMERICAN CONSTRUCTION	I-1726	504 51000533.14	CONTRACTED SERVICES: FAN RELAY LABOR		60421	\$209.54
01-103271 AMERICAN CONSTRUCTION	I-1735	504 51000543.22	R & M- BUILDING: BLUE DISPLAY THERMOSTAT		60518	\$244.08
VENDOR TOTALS						\$453.62
01-104068 ANDERSON, SMITH, NULL	I-116881	504 51000532.07	LEGAL- REGULAR: LEGAL SERVICES		60423	\$550.00
VENDOR TOTALS						\$550.00
01-102565 CARD SERVICE CENTER	I-0305/062022	504 51000529.11	LIGHTING & DECORATION: AMAZON - LED STRIP		256	\$447.96
VENDOR TOTALS						\$447.96
01-104071 ENTERPRISE FLEET	I-FBN4499625	504 51000544.55	R & M- VEHICLE: PORT COMMISSION		60543	\$6.00
VENDOR TOTALS						\$6.00
01-101535 EDWARDS PLUMBING	I-65138	504 51000542.03	R & M- BUILDING: BACK FLOW - LABOR		60453	\$314.51
01-101535 EDWARDS PLUMBING	I-65139	504 51000542.03	R & M- BUILDING: BACK FLOW - LABOR		60453	\$956.36
VENDOR TOTALS						\$1,270.87
01-102882 FRONTIER SOUTHWEST	I-18830907065/062022	504 51000536.02	TELEPHONE: PHONE CHARGES JUNE 2022		60460	\$109.66
01-102882 FRONTIER SOUTHWEST	I-18830907065/072022	504 51000536.02	TELEPHONE: PHONE CHARGES JULY 2022		60547	\$126.00
VENDOR TOTALS						\$235.66

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102645	GEXA ENERGY, LP.	I-33141937-4	504 51000536.01	ELECTRICITY: ELECTRICITY SERVICES JUNE 2022		60462	\$2,271.78
				AC/BAY LIMITED			\$153.64
				LIGHT/BAY LIMITED & AC/DAYROOM &HARBOR MASTER			\$125.85
				SPIRETECH			\$230.34
				AC/EDWARD JONES & SOMETHING MORE			
				LIGHTS/DAYROOM, HARBOR MASTER			
				SUB PANEL/EDWARD JONES			\$213.05
				PL PLUMBING, G4S, & CONF. ROOM			\$281.93
				NL MARINA BUILDING FLOOD LIGHT			\$51.04
				NL BOAT SLIPS			\$743.20
				HARBOR OF REFUGE			\$0.00
				HARBOR OF REFUGE FLOOD LIGHT			\$472.73
				CITY HARBOR			\$0.00
				VENDOR TOTALS			\$2,271.78
01-102016	MARVELOUS GARDENS	I-7948	504 51000533.14	CONTRACTED SERVICES: LAWN MAINTENANCE		60567	\$95.00
				VENDOR TOTALS			\$95.00
01-100700	MCGREW, TERRI	I-412752	504 51000523.03	CLEANING & JANITORAL: CLEANING SERVICES		60575	\$600.00
				VENDOR TOTALS			\$600.00
01-100335	PORT LAVACA, CITY OF	I-06/2022	504 51000536.03	WATER: WATER/SEWER JUNE 2022		60483	\$396.25
		I-202206279926	504 51000536.03	WATER: 11-0638-03 MARK DIETZEL		60484	\$120.79
				VENDOR TOTALS			\$517.04
01-102309	REPUBLIC SERVICES #847	I-0847-001218622	504 51000533.14	CONTRACTED SERVICES: CONTAINER - PORT COMMISSION		60591	\$311.31
				VENDOR TOTALS			\$311.31

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102621 UNIFIRST CORPORATION	I-815-0947184	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	60501	\$52.57
01-102621 UNIFIRST CORPORATION	I-815-0948577	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	60501	\$70.86
01-102621 UNIFIRST CORPORATION	I-815-0949270	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	60501	\$80.97
01-102621 UNIFIRST CORPORATION	I-815-0949959	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	60501	\$52.57
01-102621 UNIFIRST CORPORATION	I-815-0950664	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	60501	\$52.57
VENDOR TOTALS						\$309.54
01-102014 VERIZON WIRELESS	I-9908989092	504 51000536.02	TELEPHONE:	CELL PHONE CHARGES	60505	\$40.18
VENDOR TOTALS						\$40.18
REPORT GRAND TOTAL:						\$7,191.48

Item #3.
PORT & HARBORS FUND
TOTAL SUMMARY

REVENUE SUMMARY

ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES	607,500	607,500	52,013.99	543,895.72	0.00	63,604.28	89.53
FINES & FORFEITURES	0	0	0.00	3,077.41	0.00	3,077.41	0.00
OTHER REVENUE	650	50,650	708.30	2,331.66	0.00	48,318.34	4.60
GRANT AND CONTRIBUTION R	14,000,000	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	14,608,150	658,150	52,722.29	549,304.79	0.00	108,845.21	83.46

EXPENDITURE SUMMARY

TECHNOLOGY SERVICES	1,500	1,500	118.44	1,074.72	0.00	425.28	71.65
CITY HARBOR	27,000	27,000	3,730.00	20,680.00	0.00	6,320.00	76.59
HARBOR OF REFUGE	36,000	71,893	0.00	69,456.25	19,983.71	17,546.96	124.41
SMITH HARBOR	51,000	51,000	0.00	0.00	50,000.00	1,000.00	98.04
NAUTICAL LANDINGS MARINA	15,000	15,000	0.00	4,330.13	0.00	10,669.87	28.87
OPERATIONS	14,730,507	730,507	39,447.84	474,843.44	5,048.34	250,615.22	65.69
NON DEPARTMENTAL	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	14,861,007	896,900	43,296.28	570,384.54	75,032.05	251,483.41	71.96
REVENUES OVER/(UNDER) EXPENDITURES	(252,857)	(238,750)	(9,426.01)	(21,079.75)	(75,032.05)	(142,638.20)	40.26

Item #3.
PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	100,000	100,000	0	6,963.79	69,276.55	0.00	30,723.45	69.28
436.09 HOR - DAILY DOCK RENTA	0	0	0	0.00	4,600.00	0.00	4,600.00	0.00
436.10 HOR - RENTAL	41,000	41,000	0	1,432.02	14,320.20	0.00	26,679.80	34.93
436.11 HOR - DOCK LEASES	215,000	215,000	0	23,895.05	232,942.18	0.00	17,942.18	108.35
436.12 TARIFFS	100,000	100,000	0	4,597.53	75,247.35	0.00	24,752.65	75.25
436.20 N L DOCK RENT- TRANSIT	500	500	0	0.00	3,640.00	0.00	3,140.00	728.00
436.21 N L-DOCK LEASE	80,000	80,000	0	7,055.60	66,404.94	0.00	13,595.06	83.01
436.22 N L - BLDG LEASE	70,000	70,000	0	6,470.00	61,389.50	0.00	8,610.50	87.70
436.23 N L - BLDG RENTAL	1,000	1,000	0	0.00	75.00	0.00	925.00	7.50
436.24 SMITH HARBOR RENT	0	0	0	1,600.00	16,000.00	0.00	16,000.00	0.00
TOTAL USER & SERVICE CHARGES	607,500	607,500	0	52,013.99	543,895.72	0.00	63,604.28	89.53
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	0	0	0	0.00	3,077.41	0.00	3,077.41	0.00
TOTAL FINES & FORFEITURES	0	0	0	0.00	3,077.41	0.00	3,077.41	0.00
OTHER REVENUE								
451.01 INTEREST INCOME	500	500	0	708.30	2,053.41	0.00	1,553.41	410.68
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	150	150	0	0.00	278.25	0.00	128.25	185.50
459.90 MISCELLANEOUS	0	50,000	0	0.00	0.00	0.00	50,000.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	650	50,650	(50,000)	708.30	2,331.66	0.00	48,318.34	4.60
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	14,000,000	0	14,000,000	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	14,000,000	0	14,000,000	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	14,608,150	658,150	13,950,000	52,722.29	549,304.79	0.00	108,845.21	83.46

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

Item #3.
50 IT & HARBORS FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	118.44	1,074.72	0.00	425.28	71.65
TOTAL SERVICES	1,500	1,500	0	118.44	1,074.72	0.00	425.28	71.65
TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	118.44	1,074.72	0.00	425.28	71.65

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

Item #3.
PORT & HARBORS FUND
CITY HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50800533.20	25,000	25,000	0	3,730.00	20,680.00	0.00	4,320.00	82.72
TOTAL SERVICES	25,000	25,000	0	3,730.00	20,680.00	0.00	4,320.00	82.72
MAINTENANCE								
50800542.21	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL CITY HARBOR	27,000	27,000	0	3,730.00	20,680.00	0.00	6,320.00	76.59

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

Item #3.
PORT & HARBORS FUND
HARBOR OF REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50820533.20 CONTRACTED SERV- HOR	25,000	60,893 (	35,893)	0.00	69,456.25	19,983.71 (	28,546.96)	146.88
TOTAL SERVICES	25,000	60,893 (	35,893)	0.00	69,456.25	19,983.71 (	28,546.96)	146.88
MAINTENANCE								
50820542.21 R & M- INFRASTRUCTURE	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
TOTAL MAINTENANCE	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
TOTAL HARBOR OF REFUGE	36,000	71,893 (	35,893)	0.00	69,456.25	19,983.71 (	17,546.96)	124.41

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

50 RT & HARBORS FUND
50 SH HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	0.00	0.00	50,000.00	0.00	100.00
TOTAL SERVICES	50,000	50,000	0	0.00	0.00	50,000.00	0.00	100.00
MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL SMITH HARBOR	51,000	51,000	0	0.00	0.00	50,000.00	1,000.00	98.04

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

50 PORT & HARBORS FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50860533.20	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
MAINTENANCE								
50860542.03	1,000	1,000	0	0.00	3,804.15	0.00	2,804.15	380.42
50860542.21	1,000	1,000	0	0.00	525.98	0.00	474.02	52.60
50860542.25	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50860543.26	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50860543.27	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	4,330.13	0.00	669.87	86.60
TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	4,330.13	0.00	10,669.87	28.87

Item #3.

PORT & HARBORS FUND
DEPARTMENTAL EXPENDITURES

AS OF: JULY 31ST, 2022

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	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	74,703	74,703	0	5,648.80	59,559.28	0.00	15,143.72	79.73
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	4,514	4,514	0	411.76	4,379.94	0.00	134.06	97.03
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	345.14	3,831.37	0.00	628.63	85.91
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	842.99	8,428.82	0.00	2,517.18	77.00
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,371.86	0.00	428.14	76.21
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	96,923	96,923	0	7,248.69	77,571.27	0.00	19,351.73	80.03
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,200	1,200	0	4.58	254.49	0.00	945.51	21.21
51000523.03 CLEANING & JANITORIAL	3,500	3,500	0	909.54	8,420.05	0.00	4,920.05	240.57
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	0.00	344.60	0.00	44.60	114.87
51000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	525.90	525.90	0.00	1,474.10	26.30
TOTAL MATERIALS & SUPPLIES	8,000	8,000	0	1,440.02	9,545.04	0.00	1,545.04	119.31
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04 DUES, SUBSCR., & PUBLI	700	700	0	0.00	0.00	0.00	4,585.20	755.03
51000532.01 AUDIT FEES	3,000	3,000	0	0.00	0.00	0.00	920.00	130.67
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	5,000	5,000	0	550.00	24,848.29	0.00	19,848.29	496.97
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	615.85	21,776.86	0.00	2,223.14	90.74
51000535.01 GENERAL LIABILITY INSU	4,292	4,292	0	0.00	2,850.64	0.00	1,441.36	66.42
51000535.10 WINDSTORM INS	3,000	3,000	0	0.00	6,712.26	0.00	3,712.26	223.74
51000535.11 FLOOD INS	1,500	1,500	0	0.00	1,564.00	0.00	64.00	104.27
51000536.01 ELECTRICITY	25,000	25,000	0	2,271.78	19,053.07	0.00	5,946.93	76.21
51000536.02 TELEPHONE	2,000	2,000	0	275.84	1,406.36	0.00	593.64	70.32
51000536.03 WATER	3,300	3,300	0	517.04	2,544.47	0.00	755.53	77.11
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	72,292	72,292	0	4,230.51	89,961.15	0.00	17,669.15	124.44
MAINTENANCE								
51000541.02 LANDSCAPING	15,000	15,000	0	0.00	1,095.00	0.00	13,905.00	7.30
51000542.03 R & M- BUILDING	0	0	0	1,270.87	3,005.92	0.00	3,005.92	0.00
51000542.21 R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25 R & M- BUILD (NAUTICAL	11,000	11,000	0	0.00	126.99	0.00	10,873.01	1.15
51000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22 R & M- BUILD (CITY HAR	1,000	1,000	0	244.08	244.08	0.00	755.92	24.41
51000544.50 R & M- FURNITURE & EOU	6,000	6,000	0	0.00	5,442.00	0.00	558.00	90.70
51000544.55 R & M- VEHICLES & TRAI	500	500	0	6.00	45.29	0.00	454.71	9.06

Item #3.
PORT & HARBORS FUND
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
51000544.65 R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	0	0	0	0.00	990.00	0.00	(990.00)	0.00
TOTAL MAINTENANCE	36,200	36,200	0	1,520.95	10,949.28	0.00	25,250.72	30.25
SUNDRY								
51000551.11 VEHICLE LEASES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.02 PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03 BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15 DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25 DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FD 001- ADMT	42,371	42,371	0	3,530.92	35,309.20	0.00	7,061.80	83.33
51000553.02 XFER OUT- FD 310- '08	123,395	123,395	0	10,282.92	102,829.20	0.00	20,565.80	83.33
51000553.05 XFER OUT- FD 322 - 201	134,326	134,326	0	11,193.83	111,938.30	0.00	22,387.70	83.33
51000553.60 XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65 XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80 XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84 BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	300,092	300,092	0	25,007.67	250,076.70	0.00	50,015.30	83.33
CAPITAL EXPENDITURES								
51000561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03 CE- BUILDING & IMPROV	0	0	0	0.00	36,740.00	0.00	(36,740.00)	0.00
51000563.05 CE- INFRASTRUCTURE	14,217,000	217,000	14,000,000	0.00	0.00	5,048.34	211,951.66	2.33
TOTAL CAPITAL EXPENDITURES	14,217,000	217,000	14,000,000	0.00	36,740.00	5,048.34	175,211.66	19.26
TOTAL OPERATIONS	14,730,507	730,507	14,000,000	39,447.84	474,843.44	5,048.34	250,615.22	65.69

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

Item #3.
PORT & HARBORS FUND
59800512.03
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

59800512.03	GROUP H/D	INS CLAIMS	0	0	0.00	0.00	0.00	0.00
59800512.05	EMPLOYER-	SOCIAL SECUR	0	0	0.00	0.00	0.00	0.00
59800512.10	EMPLOYER-	TWRS	0	0	0.00	0.00	0.00	0.00
59800512.40	SAFETY PAY		0	0	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES			0	0	0.00	0.00	0.00	0.00

SUNDRY								
59800551.203	GROUP H/D	INS CLAIMS	0	0	0.00	0.00	0.00	0.00
TOTAL SUNDRY			0	0	0.00	0.00	0.00	0.00

TOTAL NON DEPARTMENTAL			0	0	0.00	0.00	0.00	0.00
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TOTAL EXPENDITURES	14,861,007	896,900	13,964,107	43,296.28	570,384.54	75,032.05	251,483.41	0.00
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REVENUES OVER/(UNDER) EXPENDITURES	(252,857)	(238,750)	(14,107)	9,426.01	(21,079.75)	(75,032.05)	(142,638.20)	40.26
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*** END OF REPORT ***

BALANCE SHEET - UNAUDITED

AS OF: JULY 31ST, 2022

Item #3.

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS

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111.21	CLAIM ON CONS CASH	37,048.52
112.11.6001	INVESTMENTS-LOGIC	504,985.27
113.22	ALLOWANCE FOR UNCOLLECT(14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	103,287.42
116.01.0001	PREPAID INSURANCE	21,438.52
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	820,911.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,665,930.54)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	28,264.48)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,663,670.65)

8,850,052.79

TOTAL ASSETS

8,850,052.79

LIABILITIES

=====

207.21	CUSTOMER DEPOSIT	100.00
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	4,885.92
213.01	BOND PREMIUM (SERIES '18	89,660.89
216.20.3006	BONDS PAYABLE-CURRENT	175,000.00
221.20	BONDS PAYABLE NON-CURREN	1,925,000.00

2,194,642.46

TOTAL LIABILITIES

2,194,642.46

FUND EQUITY/BALANCE

=====

320.07	ENCUMBRANCES (	208,320.64)
320.08	RESERVE FOR ENCUMBRANCES	208,320.64
320.09	PRIOR YEAR ENCUMBRANCE	126,662.52
320.10	PRIOR YEAR RESERV/ENC (126,662.52)
320.60	FUND BALANCE COMMITTED	90,552.00

002

37,048.52 +
504,985.27 +

542,033.79 *

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BALANCE SHEET - UNAUDITED

AS OF: JULY 31ST, 2022

Item #3.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00
320.98	FUND BALANCE UNRESV	3,192,402.08
	TOTAL FUND EQUITY/BALANCE	<u>6,676,490.08</u>
	TOTAL REVENUES	549,304.79
	TOTAL EXPENSES	<u>570,384.54</u>
	EXCESS REVENUES OVER EXPENDITURES	<u>(21,079.75)</u>
	TOTAL LIABILITIES & FUND EQUITY/BALANCE	<u>8,850,052.79</u> =====

Port Commission Snapshot

	May	June	July	FYTD
City Harbor				
Revenue	\$ 320.00	\$ 7,093.64	\$ 6,963.79	\$ 69,766.55
Expenses	\$ 2,010.46	\$ 2,291.64	\$ 5,502.21	\$ 41,294.15
Gain / (Loss)	<u>\$ (1,690.46)</u>	<u>\$ 4,802.00</u>	<u>\$ 1,461.58</u>	<u>\$ 28,472.40</u>
Harbor of Refuge				
Revenue	\$ 8,003.96	\$ 42,657.22	\$ 29,924.60	\$ 328,782.83
Expenses	\$ 75,535.77	\$ 14,002.50	\$ 7,391.48	\$ 166,038.56
Gain / (Loss)	<u>\$ (67,531.81)</u>	<u>\$ 28,654.72</u>	<u>\$ 22,533.12</u>	<u>\$ 162,744.27</u>
Nautical Landings				
Revenue	\$ 448.56	\$ 17,032.12	\$ 13,525.60	\$ 132,612.00
Expenses	\$ 16,224.05	\$ 14,215.06	\$ 8,606.87	\$ 106,302.45
Gain / (Loss)	<u>\$ (15,775.49)</u>	<u>\$ 2,817.06</u>	<u>\$ 4,918.73</u>	<u>\$ 26,309.55</u>
Smith Harbor				
Revenue	\$ 30.00	\$ 1,630.00	\$ 1,600.00	\$ 16,090.00
Expenses	\$ 419.65	\$ 478.34	\$ 318.97	\$ 4,251.89
Gain / (Loss)	<u>\$ (389.65)</u>	<u>\$ 1,151.66</u>	<u>\$ 1,281.03</u>	<u>\$ 11,838.11</u>
Total Gain / (Loss)	<u><u>\$ (85,387.41)</u></u>	<u><u>\$ 37,425.45</u></u>	<u><u>\$ 30,194.46</u></u>	<u><u>\$ 229,364.34</u></u>

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

Cash Profit and Loss Statement

	May	June	July	FYTD
City Harbor				
Dock Lease	\$ -	\$ 6,923.64	\$ 6,963.79	\$ 69,276.55
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ 320.00	\$ 170.00		\$ 490.00
Total City Harbor	\$ 320.00	\$ 7,093.64	\$ 6,963.79	\$ 69,766.55
Harbor of Refuge				
Tarrifs				
Oil	\$ 6,646.26	\$ 9,296.28	\$ 4,597.53	\$ 35,256.15
Fertilizer	\$ -	\$ 6,876.17		\$ 39,991.20
Oyster	\$ -	\$ -	\$ -	\$ -
Rentals				\$ -
Daily Dock Rental	\$ 800.00	\$ 1,200.00		\$ 4,600.00
Dock Rentals	\$ -	\$ 1,432.02	\$ 1,432.02	\$ 14,320.20
Dock Leases	\$ -	\$ 23,295.05	\$ 23,895.05	\$ 232,942.18
Late Payment Penalties	\$ 557.70	\$ 557.70		\$ 1,673.10
Total Harbor of Refuge	\$ 8,003.96	\$ 42,657.22	\$ 29,924.60	\$ 328,782.83
Nautical Landings				
Dock Rent	\$ -	\$ 3,640.00		\$ 3,640.00
Dock Lease	\$ 55.03	\$ 6,879.20	\$ 7,055.60	\$ 66,404.94
Building Lease	\$ -	\$ 6,245.00	\$ 6,470.00	\$ 61,389.50
Building Rentals	\$ -	\$ -	\$ -	\$ 75.00
Washer-Dryer	\$ 71.25	\$ -	\$ -	\$ 278.25
Miscellaneous	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ 322.28	\$ 267.92		\$ 824.31
Total Nautical Landings	\$ 448.56	\$ 17,032.12	\$ 13,525.60	\$ 132,612.00
Smith Harbor				
Rent	\$ -	\$ 1,600.00	\$ 1,600.00	\$ 16,000.00
Late Payment Penalties	\$ 30.00	\$ 30.00		\$ 90.00
Total Smith Harbor	\$ 30.00	\$ 1,630.00	\$ 1,600.00	\$ 16,090.00
Interest Income	\$ 364.36	\$ 505.51	\$ 708.30	\$ 2,053.41
Total Income	\$ 9,166.88	\$ 68,918.49	\$ 52,722.29	\$ 549,304.79

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

Cash Profit and Loss Statement

	May	June	July	FYTD
City Harbor				
Overhead Allocation	\$ 2,010.46	\$ 2,291.64	\$ 1,528.13	\$ 20,370.07
R&M Building	\$ -	\$ -	\$ 244.08	\$ 244.08
Contracted Services	\$ -	\$ -	\$ 3,730.00	\$ 20,680.00
Total City Harbor	\$ 2,010.46	\$ 2,291.64	\$ 5,502.21	\$ 41,294.15
Harbor of Refuge				
Overhead Allocation	\$ 9,116.16	\$ 10,391.14	\$ 6,929.12	\$ 92,365.47
Electricity	\$ 462.36	\$ 462.36	\$ 462.36	\$ 4,216.84
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 65,957.25	\$ 3,149.00		\$ 69,456.25
Total Harbor of Refuge	\$ 75,535.77	\$ 14,002.50	\$ 7,391.48	\$ 166,038.56
Nautical Landings				
Overhead Allocation	\$ 3,373.24	\$ 3,845.02	\$ 2,563.97	\$ 34,177.87
Cable & Internet	\$ -	\$ 118.44	\$ 118.44	\$ 1,074.72
R&M Building	\$ 4,207.82	\$ -	\$ 1,270.87	\$ 6,937.06
R&M Infrastructure	\$ -	\$ -	\$ -	\$ 525.98
R&M Furniture & Equip	\$ -	\$ -	\$ -	\$ 5,442.00
Cleaning & Janitorial	\$ 962.59	\$ 776.00	\$ 909.54	\$ 8,420.05
Lighting & Decoration	\$ -	\$ -	\$ 525.90	\$ 525.90
Contracted Services	\$ 5,471.31	\$ 967.77	\$ 615.85	\$ 21,040.55
Windstorm Insurance	\$ -	\$ 6,712.26		\$ 6,712.26
Flood Insurance	\$ -	\$ -	\$ -	\$ 1,564.00
Electricity	\$ 1,548.48	\$ 1,364.48	\$ 1,809.42	\$ 14,836.23
Telephone	\$ 101.00	\$ 40.18	\$ 275.84	\$ 1,406.36
Water	\$ 184.61	\$ 390.91	\$ 517.04	\$ 2,544.47
Landscaping	\$ 375.00	\$ -	\$ -	\$ 1,095.00
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 16,224.05	\$ 14,215.06	\$ 8,606.87	\$ 106,302.45
Smith Harbor				
Overhead Allocation	\$ 419.65	\$ 478.34	\$ 318.97	\$ 4,251.89
Contracted Services	\$ -	\$ -	\$ -	\$ -
Total Smith Harbor	\$ 419.65	\$ 478.34	\$ 318.97	\$ 4,251.89
Total Expenses	\$ 94,189.93	\$ 30,987.53	\$ 21,819.53	\$ 317,887.04
Operating Cash Flow	\$ (85,023.05)	\$ 37,930.96	\$ 30,902.76	\$ 231,417.75

CE - Buildings	\$ -	\$ -	\$ -	\$ 36,740.00
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -
Dredging				\$ 990.00
Transfer Out Fund 310	\$ 10,282.92	\$ 10,282.92	\$ 10,282.92	\$ 102,829.20
Transfer Out Fund 322	\$ 11,193.83	\$ 11,193.83	\$ 11,193.83	\$ 111,938.30
Net Cash Flow	<u>\$ (106,499.80)</u>	<u>\$ 16,454.21</u>	<u>\$ 9,426.01</u>	<u>\$ (21,079.75)</u>

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

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Cash Assets

	As of 05/31/2022	As of 06/30/2022	As of 06/30/2022
Ending Cash	\$ 45,292.75	\$ 30,016.54	\$ 37,048.52
Inventments Logic	\$ 503,788.49	\$ 504,276.97	\$ 504,985.27
Fund 210 Port Projects	\$ (162,700.00)	\$ (162,700.00)	\$ (162,700.00) *1
Debt Service Funds (310 & 322)	\$ 40,015.77	\$ 61,515.09	\$ 83,130.92
Total Ending Cash Assets	\$ 426,397.01	\$ 433,108.60	\$ 462,464.71

Current Encumbrances

PO#	Task Order	Contractor	Project Description	Ordered	Received	Outstanding
01-10444		J & S Contractors, Inc	Low Docks	\$ 204,641.91	\$ 199,593.57	\$ 5,048.34
01-10511		Civilcorp, LLC	Aerial Photography	\$ 2,438.62	\$ 1,219.31	\$ 1,219.31
01-10530	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 6,235.60	\$ 18,764.40
01-10805		LIA Engineering	Planning Services - Waterfront	\$ 50,000.00	\$ -	\$ 50,000.00
Total						\$ 75,032.05

Budgeted Capital Improvement Projects

1	Texas Parks & Wildlife Match					\$ 167,000.00
Total						\$ 167,000.00

Remaining Bond Payments

1	FY 21/22 Remaining Bond Payments					\$ 42,953.50
Total						\$ 42,953.50

*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 with \$10,000 already paid, and CDBG- MIT application of \$30,400 that has been fully paid. We are still pending reimbursement of \$120,000 for the EDA Grant which will significantly reduce the negative fund balance in Fund 210.

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

COMMUNICATION

SUBJECT: ACTION ITEMS: RECEIVE STATUS REPORTS

INFORMATION:

- a) Renovations to Nautical Landing Marina Breakwater - Presenter Jody Weaver
- b) CDBG-MIT Coastal Resilience Project / Restore Grant - Presenter Jody Weaver

Monthly Progress Report

Reporting Period: July 2022

Project Information

Project Name	Port Lavaca Living Shoreline Breakwater
City Resolution	R-050922-5
CDBG-MIT Contract	20-087-001-D226
City PM	Jody Weaver
Mott MacDonald PM	Josh Carter
Mott MacDonald Project Number	507107066
Date	8/15/2022

Project Milestones

Milestone Description	Date (Actual=A)	Notes
Task 1: Project Kickoff		
Project Kickoff Meeting	6/8/2022 (A)	
Memorandum of Project Understanding	6/21/2022 (A)	
Task 2: Data Collection and Analysis		
Collect available coastal processes data	7/29/2022 (A)	
Collect USACE historical survey data		Not yet started
Collect new bathymetric and topographic data	8/3/2022 (A)	New data collection complete
Collect new geotechnical data	11/9/2022	Not Started; wait for template design
Collect new cultural resources data	11/9/2022	Not Started; wait for template design
Collect new habitat data	11/9/2022	Not Started; wait for template design
Technical memorandum on data collection	11/18/2022	Not Started; wait for template design
Task 3: Coastal Analysis, Alts Development, Alt Eval		
Coastal Engineering Analysis	9/21/2022	In progress
Alternatives Development	10/12/2022	
Meeting on Alternatives Development	10/28/2022	
Alternatives Evaluation	12/21/2022	
Meeting on Alternatives Evaluation	12/21/2022	
Tech Memo on CEA and Alts Analysis	1/13/2023	
Task 4: Preliminary Design		
Prelim design: 30% plans, cost, report	1/25/2023	
Task 5: Regulatory Compliance - Submittals and Processing		
Prepare application and permit plans	2/8/2023	
USACE Regulatory Permitting		
USACE pre-application meeting	3/8/2023	
Submit USACE Permit Application	3/22/2023	
Issuance of USACE Permit	11/1/2023	

This document is issued for the party which commissioned it and for specific purposes connected with the above-captioned project only. It should not be relied upon by any other party or used for any other purpose.

We accept no responsibility for the consequences of this document being relied upon by any other party, or being used for any other purpose, or containing any error or omission which is due to an error or omission in data supplied to us by other parties.

This document contains confidential information and proprietary intellectual property. It should not be shown to other parties without consent from us and from the party which commissioned it.

Milestone Description	Date (Actual=A)	Notes
TXGLO Coastal Lease		
Submit coastal lease application to GLO	3/22/2023	
Task 6: Engineering Design		
Submit 70% Design	3/22/2023	
Submit 95% Design	5/31/2023	
Develop for proposal package	11/23/2023	
Task 7: Construction Proposal Solicitation Assistance		
Out to bid	12/27/2023	
Issue Construction NTP	4/3/2024	

Project Budget

Budget Summary	% Complete by Budget
Task 1: Develop Project Understanding	95%
Task 2: Data Collection and Analysis	38%
Task 3: Coastal Analysis, Alts Development, Alts Eval	8%
Task 4: Preliminary Design	0%
Task 5: Regulatory Compliance	0%
Task 6: Final Design	0%
Task 7: Bidding Phase Services	0%
Task 8: Engineering Services during Construction	0%
Task 9: Project Management	2%
Overall	6%

Activities Performed This Period

Activity Summary
Task 1: Project Kickoff <ul style="list-style-type: none"> Memo of Project Understanding – submitted 6/21/2022 Task Completed
Task 2: Existing and New Data Collection <ul style="list-style-type: none"> Completed compilation and processing of existing coastal data Bathy and magnetometer survey completed 8/3/2022 Ongoing: USACE coordination on historical dredging data of Port Lavaca Channel and other information on Matagorda Channel deepening. Other new data collection waiting development of draft project template to direct location of that data collection
Task 3: Coastal Analysis, Alts Development, Alts Evaluation <ul style="list-style-type: none"> Coastal data processing and analysis underway Started developing bathymetric surface from existing data; incorporating new survey data Initiated coastal modeling of site
Task 5: Regulatory Compliance <ul style="list-style-type: none"> Not yet started

Activity Summary

Task 5: Final Design

- Not yet started

Task 6: Bidding Phase Services

- Not yet started

Task 7: Construction Proposal Solicitation Assistance

- Not yet started

Task 8: Project Management

- Ongoing internal project management e.g. scheduling, invoicing, resourcing, etc.
-

Anticipated Effort Next Period

- Progress coastal modeling and analysis
- Coordinate with USACE for available data

Outstanding Items

- none

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,



Josh Carter, PE, D. CE

Project Manager; Office: 504-383-9785; Email: Joshua.carter@mottmac.com

COMMUNICATION

SUBJECT: ACTION ITEM - RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

- a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17A - Presenter Jody Weaver
b) CRG Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A - Presenter Jody Weaver

CITY OF PORT LAVACA

PORT COMMISSION MEETING: AUGUST 16, 2022 **AGENDA ITEM # 5a**

DATE: 08/14/2022

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

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

We have not received a response from TCEQ since our submittal on June 7, 2022 in response to their records request.

Since that time all of the totes, drums, barrels, and open top oil containment/containers that were left on site by the previous tenant have been removed by Encore.

We recently advertised for bids to remove and dispose of the remaining piles of wood mats, plastic and metal debris. At the last Council meeting, Council rejected these bids with instruction to staff to find a more economical way. We have a price from Axis Demolition to remove and dispose of this debris at a substantial savings than the bids previously received. This cleanup is scheduled for mid September.

To begin addressing the municipal solid waste exposed along the bank from the old landfill, I will be advertising for Qualifications from Engineering firms in the very near future to prepare a preliminary design and assist in grant applications for funding. This includes applying to the Matagorda Bay Mitigation Foundation in their 2022-23 Project funding cycle.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: AUGUST 16, 2022 **AGENDA ITEM # 5b**

DATE: 08/14/2022

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CRG Environmental Limited Phase II Update

John Hogue with CRG Environmental received this email on Thursday, August 11 regarding the status of the review of the Limited Phase II ESA.

Good afternoon Mr. Hogue,

I am currently in the process of reviewing the report as we speak. I do apologize for the delay in reviewing the report. I was out of the office for a good portion of July due to some health complications. Once I am finished with my review, my correspondence letter will have to go through a peer review process prior to being submitted. If I have any questions or concerns I will be sure to reach out to you.

Thank you for your time,

Garrett Thering, Project Manager
Team 1, VCP-CA Section
Remediation Division
Texas Commission on Environmental Quality

COMMUNICATION

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

INFORMATION:

a) City Harborb) Nautical Landings Buildingc) Nautical Landings Marinad) Smith Harbore)
Harbor of Refuge

A) City Harbor

- 1) August 1, 2022 Contractor found the problem with the handrail at the upper dock should be on sight August 15, 2022 to make the necessary repairs.

B) Nautical Landings Building

- 1) Brown & Root has submitted a bid to make electrical upgrades and wood repairs to building.

C) Nautical Landings Marin

- 1) Matt Estes City Attorney awaiting probate.
- 2) Abandon boat, found owner. In process of auctioning boat..
- 3) Horizon Environmental has been onsite 16 times since last PC meeting.

D) Smith Harbor

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

E) Harbor of Refuge

- 1) Received two bids for the debris cleanup Council rejected bids and advised staff to find a cheaper alternative.

COMMUNICATION

SUBJECT: DISCUSS PROPOSED NEW LEASE FOR EDWARD JONES & CO.

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION REGULAR MEETING: August 16, 2022

DATE: 8.13.2021
TO: PORT COMMISSION
CC: JIM RUDELLAT, HARBOR MASTER
FROM: JODY WEAVER, INTERIM CITY MANAGER
**SUBJECT: CONSIDER RENTAL RATES, TERMS AND LEASE AGREEMENT FOR SUITE 3
EDWARD JONES**

- Edward Jones has leased Suite 3 from the City since September 1, 2003. As such they have been a long-time steady tenant and have always to my knowledge paid their rent on time without issue. The original 2003 lease was for 5 years with a 5-year option and there have been 5 amendments that extended the lease until it's current expiration date of August 31, 2022.
- The lease amount they contracted for in 2003 was \$765.00/month. The MCI in September 2003 was 166.8. The MCI in June 2022 (last date published) was 312.09, or an increase of 187%. So, \$765.00 in today's dollars per the MCI is \$1,431.35.
- Edward Jones is currently paying a total of \$1,150.00/month. Staff's recommendation as outlined in the attached information is to increase the overall lease amount to \$1,220.00/month. This would equate to an increase since 2003 of 159% or about an MCI of 266 which is what it was around March of 2021. Interestingly, this also is about the increase since 2003 using the Consumer Price Index (CPI) which would be a 161% increase. This \$1,220.00 per month is an increase of 6% over their current rate of \$1,150.00, in keeping with Council's wish to keep increases from being "too high" in any one year.
- Edward Jones is requesting a 5-year lease with fixed 3.5% increase each year. This would certainly simply staff's workload for this lease over the next 5-years. Communication with Edward Jones this year has been sporadic, but based upon my conversations two years ago, they seem to want a fixed increase and not the uncertainty of the MCI. If the Port Commission is uncomfortable getting locked into a 3.5% annual increase, perhaps we offer a 2-year lease with a 5% increase for year 2 and see where the market is for year 3 if they are still interested in the lease.
- The proposed lease agreement document is based upon Edward Jones' standard agreement with some edits on our part. Anne Marie has reviewed this and is prepared to recommend to Council that the language is satisfactory. I have put in red some provisions that differ from Edward Jones' standard and/or are things that will need further discussion from the Port Commission. Although again communication has been spotty, it is my understanding that because of the corporate nature of this tenant, it is very difficult to use anything other than their standard document (although we have made some edits to it). If the Port Commission/Council requires that only the City's standard lease document be used, then I suggest that a one-year amendment to the existing lease be entered into and we provide them written notice of this fact so they have a year to find a new location. (Note: the language of the original contract states that in the event that the Lessee should holdover or be permitted to holdover, the lessee shall be deemed a tenant wholly at will of the City).
- The Early Termination clause is included but provides for a Four (4) month rent liquated Damages payment. This matches what is included in the original 2003 lease.
- The scheduled payment for water/sewer and electrical are subject to increase with changes to the KW/hr cost and the Base Water and/or Sewer Rate.

- Lessee is responsible for payment of any ad valorem taxes assessed on the leased property if any.
- 2 parking spaces are provided in the front and 2 in the back

Attached:

- breakdown of rents for Nautical Landings office leases
- proposed draft lease agreement

EDWARD D. JONES & CO., L.P.
d/b/a EDWARD JONES
TERM LEASE AGREEMENT

THIS AGREEMENT (herein referred to as the "Lease") made and entered into this the 13th day of July 2022, by and between **City of Port Lavaca**, having principal offices at P.O. Box 105 in Port Lavaca, TX 77979, hereinafter referred to as the Lessor,

and

EDWARD D. JONES & CO., L.P. d/b/a EDWARD JONES, having principal offices at 12555 Manchester Road, in St. Louis, Missouri 63131, hereinafter referred to as Lessee,

WITNESSETH, that said Lessor does by these presents lease and demise unto the said Lessee the following described property hereinafter known as:

"Premises": 106 S COMMERCE ST STE 3, PORT LAVACA, TX 77979

Square Feet: 1055

With appurtenances for the term of _____ (#) years beginning the first day of September 2022, and ending the last day of August ####, at the monthly schedule of:

09/01/2022 –08/31/2023	One Thousand Eighty-Five and No/100 Dollars (\$1,085.00)
09/01/2023 –08/31/2024	One Thousand One Hundred Twenty-Two and 98/100 Dollars (\$1,122.98)
09/01/2024 –08/31/2025	One Thousand One Hundred Sixty-Two and 28/100 Dollars (\$1,162.28)
09/01/2025 –08/31/2026	One Thousand Two Hundred Two and 96/100 Dollars (\$1,202.96)
09/01/2026 –08/31/2027	One Thousand Two Hundred Forty-Five and 06/100 Dollars (\$1,245.06).

-OR-

TOTAL RENT (monthly): \$1,085.00 09/01/2022-08/31/2023. Rent shall be adjusted on September 1st of each year by the increase of the Municipal Cost Index (MCI) as of the latest date published prior to September 1 with a 2% minimum and 5% maximum. Lessor may give a courtesy notice of any increase annually, however failure to give such notice does not relive Lessee of the obligation to pay such increases.

Lessor agrees to accept payment of the Monthly Rent via electronic funds transfer (EFT). Upon execution of this Lease by both parties, enrollment details will be sent to Lessor. In order to implement payment via EFT, Lessor agrees to enroll in the EFT program within 30 days of execution of this Lease. If Lessee changes to another vendor for its electronic funds transfer processing, Lessor will upon Lessee's request, complete and return another EFT Form to Lessee within at least (30) calendar days before the next scheduled Monthly Rent payment. Lessor must notify Lessee in writing of any changes to its banking account to which the Monthly Rent payment is sent that would affect transmission of an electronic funds transfer at least (30) calendar days prior to the next scheduled Monthly Rent payment. Lessee shall not be deemed to be in breach of the Term Lease Agreement if payment to Lessor is late or never received by Lessor due to any of the following reasons: (i) Lessor fails to submit an EFT Form; (ii) Lessor fails to submit an EFT Form within the requisite time period set forth herein, or (iii) the EFT Form submitted by Lessor is incomplete and/or contains inaccurate information.

1. Form W-9

Under Section 6109 of the Internal Revenue Code, Lessor is required to provide Lessee with the correct Taxpayer Identification Number (TIN) in order for Lessee to file information returns to the IRS to report income paid to Lessor. Lessor shall complete all IRS required forms and return to Lessee as requested. Notwithstanding anything to the contrary herein, if Lessor fails to submit a properly completed Form W-9 as requested by Lessee, Lessor agrees that Lessee has the right (but not the obligation), pursuant to Section 3406 of the Internal Revenue Code, to withhold and pay to the IRS a percentage of the total monthly rent payment.

In the event that Lessor shall have a change in its business or legal name, Lessor agrees to notify Lessee in writing, within 30 days of any such change, and submit a new Form W-9 reflecting such change(s).

2. Notice to Lessee

a) It is expressly understood between the parties hereto that Lessee's employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the Lessor upon the Lessee shall be in writing addressed to:

Edward D. Jones (Headquarters)
12555 Manchester Road
St. Louis, MO 63131
Attention: Branch Leasing; BR# 1840

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested, or other nationally recognized courier. The refusal of a party to accept a notice shall not affect the giving of notice.

b) Only Principals or Authorized Officers/Agents of Lessee employed at its Headquarters are empowered to give any instruction or notice regarding the Lease and any notice or instruction issued by any other party is null and void.

c) Due to the nature of Lessee's business, any access to or entrance into the Premises by the Lessor or its employees, agents or contractors shall require 24 hours prior notice to Lessee, except in cases of an emergency.

3. Notice to Lessor

Notwithstanding anything contained to the contrary in the Lease, all notices, demands, requests or other writings that are required or permitted to be given, made or sent under this Lease or by law must be given by U.S. certified mail, return receipt requested, postage prepaid or via nationally recognized overnight carrier, addressed in the case of the Lessor as follows:

City of Port Lavaca
P.O. Box 105
Port Lavaca, TX 77979

Attention: City Manager
Email: jweaver@portlavaca.org
Phone: 361-827-3601
Fax: 361-552-6062

4. Voice & Data Communications

Lessor shall grant Lessee access to any part of the Building, including common areas, hallways, and telephone/equipment rooms, needed to install phone line, cable, or fiber circuits for voice and data communication. Lessee requires either ADSL or cable communication lines to operate its business. In the event Lessee's telecommunications provider, as selected by Lessee, cannot furnish these lines, or the cost is unreasonable (in Lessee's reasonable opinion), then Lessee shall have the right to terminate (without penalty and without further obligation to pay rent per the Lease to the Lessor) by giving written notice to Lessor.

5. Occupancy and Commencement of Term

In the event the Premises are ready for occupancy prior to September 1, 2022, ("Commencement Date") Lessor will allow Lessee to take early occupancy. All terms and conditions of this Lease shall be in effect during any said early occupancy period. Additionally, if Lessee shall occupy the Premises prior to the

Commencement Date of this Lease, with Lessor's consent, all other provisions of this Lease shall be in full force and effect as soon as Lessee occupies the Premises and the Lease expiration date shall not change.

6. **Early Termination**

Notwithstanding anything to the contrary contained elsewhere in this Lease it is expressly understood and agreed between the parties hereto that Lessee is granted an option to cancel this Lease and any renewals or extensions thereof at any time upon Ninety (90) days prior written notice to Lessor. Lessee shall pay to Lessor as liquidated damages, a sum equivalent to Four (4) months base rent. Upon payment of aforesaid sum, Lessor shall hold harmless and relieve Lessee from any further liability or obligation under this Lease.

7. **Option to Renew**

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for ##### (#) additional period of ##### (#) years with Three (3) months' notice at a mutually agreeable Fair Market Rental at the time of renewal. Lessor shall provide written notice of the then Fair Market Rental within ten (10) days of receipt of Lessee's notice to renew. Lessor and Lessee shall reach agreement on the renewal rate within an additional twenty (20) days, or the renewal shall become voidable by Lessee.

8. **Delivery Upon Termination**

Upon expiration of the Lease term, or any subsequent renewal term, or other sooner termination of this Lease, Lessee shall deliver to Lessor possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted.

Lessee shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease. All said improvements shall remain in place as the Property of the Lessor. Lessee shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease.

9. **Use**

Lessee shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial services and Lessee shall be the only business in the Building to engage in investment brokerage, insurance sales and related financial services.

Lessee, its employees, customers, invitees, contractors, and agents shall have access and the right to use the Common Areas, if any, including but not limited to: corridors, sidewalks, restrooms, parking lots, entryways, lobbies and elevators, subject to Lessor's reasonable written rules and regulations which shall not adversely affect Lessee's right to use the Premises.

10. **Utilities**

Commencing on the Commencement Date, the following utility costs for the Premises shall be paid as follows:

Lessee will pay, to Lessor, **\$115.00 per month for electric and \$20.00 per month for water and sewer.** These utility rates are based upon a base energy rate of \$0.03883/kWh and City of Port Lavaca Base Utility Rates as follows: Water- \$19.50/mo; GBRA fee- \$7.54; Sewer- \$17.75/mo. The rates paid to Lessor by Lessee are subject to change with any increase in these base utility rates.

Lessor will provide a dumpster for use by all tenants in the building for disposal of trash/solid waste. If required by Lessor, Lessor shall provide any necessary metering devices, any utility tap fees, and any impact fees at Lessor's sole expense, without reimbursement from Lessee.

Lessee shall have the right to choose its phone/data service provider. Lessor shall be responsible for providing phone service to the building.

If permitted by law, Lessee, without Lessor's consent, shall have the right at any time and from time to time during the Lease Term, to contract for service from a different company or companies providing utility service (including but not limited to, electric, water, sewer, heat (natural gas; oil; steam or electric) and waste or trash removal, etc.) for said Premises.

12. Real Estate Taxes, Common Area Maintenance, and Insurance

- Lessee shall be responsible for paying all ad valorem taxes assessed on the leased property, if any
- Lessor shall provide, at its sole cost and expense, all reasonable Common Area Maintenance.
- See attached Insurance Addendum to Lease.

13. Hours of Operation

Lessee's standard hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Business Hours"), provided that, Lessee may operate evenings and weekends. Lessee and its employees shall have 24-hour access to the Premises and the Common Areas. Lessee and its employees may give its prospects, clients, agents and contractors temporary access to the Premises and the Common Areas. Lessee and its employees may conduct business on the premises during days and times outside of the Standard Business Hours. Lessee's employees are not required by this Lease to continuously occupy the Premises during Standard Business Hours due to the nature of Lessee's business operation. Lessee shall not be obligated to light the Premises or its signage beyond the Standard Business Hours. The Lessor is responsible to light and maintain the Common Areas, including the sidewalks and parking area, if applicable, at all times in a safe and secure manner.

14. Parking

Lessor will provide Lessee with Two (2) unallocated parking spaces along Commerce Street and Two (2) unallocated spaces behind the building.

15. Signage

Lessee shall have the exclusive right to erect and maintain in, or about the exterior and interior of the Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of Lessee. Lessor hereby approves of Lessee installing its standard signage as per proposal to be sent under separate cover. Upon full execution of this Lease, Lessee shall be allowed to install a temporary banner at the Premises until such time that Lessee's permanent sign is installed. Lessee's signage shall conform to all applicable local, city and county requirements.

Notwithstanding anything contained to the contrary herein, Lessor shall, at its sole cost and expense, remove any and all existing previous Lessee signage. Lessor shall make any and all necessary repairs caused by said sign removal. This includes, but is not limited to ant patch, repair, and paint to the Building, Fascia, or Multi-Tenant Signage. All sign removal and repair shall be completed prior to the Lease Commencement Date.

Any signs erected or placed in or on the Premises by Lessee may be removed by Lessee at any time during the term or on the expiration or sooner termination of this Lease. Any damage caused by the erection, maintenance or removal of any and all such signs shall be fully repaired at the expense of the Lessee.

Lessor shall also allow Lessee to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. Further, if applicable, Lessor transfers to Lessee, Lessor's statutory authority as the owner of the Premises to post signage (stickers) on or near the front entrance of the Premises prohibiting concealed firearms. At any time during the term of this Lease, or any extension hereof, Lessee reserves the right to change its name. In the event Lessee does change its name, Lessee may, at its expense, change its signage to reflect the new name.

Lessor shall not place a "For Rent", "For Lease" or similar signage on the Premises prior to fifteen (15) days before the expiration of this Lease.

16. Zoning

Lessor hereby warrants that the Property/land/Premises are zoned for the use intended in this Lease.

17. Peaceable and Private Enjoyment

Lessor agrees to permit the Lessee to peaceably and quietly have and enjoy the use of the Premises and Common Areas for the purpose and for the term aforesaid. In addition, Lessor agrees to provide Lessee with access and ability to conduct business during normal business hours with the same peaceable and private enjoyment during any repairs, maintenance, and improvements.

18. Estoppels: Subordination and Attornment

Lessor agrees to use Lessee's standard Estoppel Certificate (attached hereto as **Exhibit ____**).

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Premises or Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default beyond any applicable cure period and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the Lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of the recording thereof.

Lessee agrees to execute any reasonable documents, within ten (10) days of written receipt of said request, required to effectuate an attornment, a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. In the event of any foreclosure, sale, or transfer in lieu of foreclosure, Lessee shall attorn to the purchaser, transferee or Lessor as the case may be, and recognize that party as Lessor under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

19. Lease Modification and Assignment

This Lease may be modified only upon the written and signed Agreement of Lessor and Lessee. Lessee expressly covenants that it shall not assign or sublet the Premises, except to affiliates or parent companies, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. Tenant Improvements

Intentionally deleted.

21. Repair and Maintenance

a) Lessor shall be responsible, at its expense, for all repair, maintenance or replacement of the following Building, Common Area and Premise elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors and restrooms, windows, drainage system, heating and air conditioning, electrical wiring, snow/ice removal, landscaping, pest including termite control, lighting.

b) Notwithstanding anything to the contrary herein, Lessee shall only be responsible, at its expense, for all repair and maintenance of the following: interior walls and construction, plumbing. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee with regard to any warranty applicable to such items in the Building.

c) In the event Lessor should fail to address the repairs and maintenance issues as required in a timely manner, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice with no further liability to Lessee.

d) Lessor warrants that all fixtures and equipment are in good working order at the commencement of this Lease and Lessor warrants that all fixtures and equipment shall be under warranty for one hundred eighty (180) days after commencement of this Lease. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee regarding any warranty applicable to such fixtures or equipment in the building.

22. Contractor Lien

In the event a lien is filed on the Premises by a contractor under the control of the Lessee, Lessee shall have the option to satisfy the lien.

23. Condemnation

In the event of the condemnation or purchase in lieu of all or any substantial part of the Premises by any public or private corporation with the power of condemnation, Lessee reserves the right to seek a separate award due to such condemnation. Additionally, Lessee shall have the right to cancel the Lease, with no further liability to Lessor if said condemnation affects Lessee in any manner.

24. Damage or Destruction to the Premises

In the event of damage or destruction to the Premises, the Lessor or the Lessee shall be allowed to cancel the Lease if the Lessor cannot restore the Premises within 60 days. If the Lessor can restore the Premises within said 60 days, the Lessor shall commence to do so diligently. Lessor shall notify Lessee in writing within 15 days of said damage or destruction of its ability to restore the Premises within 60 days or not. If restoration is not completely restored within 60 days, or cannot be restored within 60 days, Lessee shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Lessee shall have no further liability to Lessor. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

25. Compliance with Laws and Ordinances

Lessor shall be responsible for making the Premises, Building and its Common Areas comply with all laws, ordinances or regulations.

26. Hazardous Materials

To the best of Lessor's knowledge, the Building, its Common Areas, and Premises contain no Hazardous Materials (as defined by the US Environmental Protection Agency), and/or harmful mold, and/or harmful contaminants, and is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials, and/or harmful mold, and/or harmful contaminants are identified as present in the Premises, Building, its Common Areas, and/or Property during the term of this Lease, Lessor shall be responsible for the removal of said Hazardous Materials, and/or harmful mold, and/or harmful contaminants by a licensed professional. Lessor shall hold harmless and indemnify Lessee for any hazardous waste, mold, and/or contaminant costs, clean-up, fine, damage, or judgment caused by Lessor or its agents. Lessee shall be responsible for removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants Lessee introduces into the Premises. Lessor shall be responsible for the removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants introduced to the Building, its

Common Areas, or Premises by third parties not controlled by Lessee. Additionally, Lessor shall continue to comply with all applicable local, state and federal material rules, regulations, laws, and ordinances.

27. **Insurance** - See Insurance Addendum to Lease

28. **Indemnification**

Lessee agrees to indemnify and hold harmless Lessor for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessee except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired or provided by Lessor, or when such injury or damage is the result of Lessor's negligent act and/or willful misconduct.

To the extent allowed by Texas law, but not otherwise, Lessor agrees to indemnify and hold harmless Lessee for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessor except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired, or provided by Lessee, or when such injury or damage is a result of Lessee's negligent act and/or willful misconduct.

29. **Default**

a) In the event of any non-monetary default by either party, the defaulting party shall cure or commence to cure and diligently conclude said cure, within thirty (30) days of non-defaulting party's written notice of said default. In the event that the default cannot reasonably be cured within said thirty (30) day timeframe, as long as the defaulting party has diligently commenced to cure said default within thirty (30) days from receipt of notice of default from the other party, then in such case, the defaulting party shall not be considered in default by reason of non-compliance of the thirty (30) day timeframe requirement.

b) In the event of a monetary default, Lessee shall cure said default within ten (10) days of receipt of written notice from Lessor.

30. **Late Fees**

Lessee will pay said rents in a manner and form herein before specified. Lessee shall pay to Lessor the sum equal to 10% of any Rent not received by Lessor by the tenth day after it is due.

31. **Holdover**

Provided Lessee has not vacated the Premises, and provided Lessee has not exercised any option to renew, or has not entered into a new Lease regarding the Premises, then if Lessee holds over after the Lease term, the Lessee becomes a Tenant at will and the Lease will revert to a month-to-month agreement upon expiration of the lease term. Lessee must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of the Lessor, will extend the Term. All other terms and conditions of the original Lease would remain in effect during this month-to-month tenancy, including the rental amount paid during the last month of the Lease term.

32. **Lessor's Default**

In the event Lessor breaks a clause in this Lease, omits to undertake what is stated it will undertake, or acts in a manner in which the Lease states it shall not act, Lessee has the right of setoff in a subsequent month's rent for the fair value of said act, omission, repair or maintenance that hinders Lessee's leasehold interests. In addition, Lessee shall have the option to cure a default/breach of Lease by Lessor, if (a) Lessee has sent written notice to Lessor of Lessee's intent to cure, and (b) Lessor fails to cure said default/breach within thirty (30) days following Lessor's receipt of such notice from Lessee.

33. Interruption of Lease

If any required service to be provided by Lessor is interrupted or otherwise ceases to be provided, and a substantial part of the Premises are deemed unfit for Lessee's normal use for more than three (3) days, all rent payable by Lessee shall abate until such interruption ceases. Said three (3) day period shall not begin until Lessor receives written notice from Lessee of said interruption. In the event said interruption continues for more than 15 days, Lessee shall have the option to terminate this Lease without further liability to Lessor.

34. Remedies

Lessor and Lessee shall have all remedies available at law or equity to enforce this Lease, and to proceed against the other party for any default of this Lease.

35. Attorney's Fees

If either party becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for the reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

36. Agency Disclosure

Lessor represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this Lease except **INTENTIONALLY LEFT BLANK**, who shall be paid a commission by the Lessor pursuant to a separate agreement between Lessor and **INTENTIONALLY LEFT BLANK**.

37. Force Majeure

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

38. Consent or Approval

In each and every instance where the consent or approval of either party is required by the other party, said consent or approval shall be given in a prompt manner, and shall not be unreasonably withheld, conditioned or delayed.

39. Heirs and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

40. Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth.

41. Substitution/Relocation of Premises

Lessor may, upon giving Lessee sixty (60) days prior written notice, relocate Lessee to other space within the same Building, which space shall have comparable visibility, be approximately the same size, and include similar leasehold improvements. In no event shall the monthly base and/or additional rental increase or exceed the monthly base and/or additional rental outlined herein for the original space, and the Lessor shall be responsible for all costs associated with the relocation including, but not limited to, the physical relocation, equipment relocation, printing of new stationary, advertising costs and new signage. Lessor agrees that such relocation shall be made during evenings, weekends or at such other time requested by Lessee so as to incur the least amount of inconvenience to Lessee's business. However, said relocation shall not occur during the last six (6) months of the Lease term.

42. CPI Increases

Not applicable.

43. Continuous Occupancy

Notwithstanding anything to the contrary in the Lease, if during the term of this Lease and any extensions hereof, so long as Lessee shall continue to pay rent as outlined herein, Lessee shall not be considered in default of this Lease by reason of abandonment or non-use in the event the Lessee's employee(s) vacates or fails to initially occupy the Premises. Lessee will use its best efforts to locate other employees to occupy the Premises. Lessee shall maintain the interior appearance of the Premises in a clean and orderly fashion at all times.

This Lease is not in effect until duly signed by Lessor and Lessee.

NAUTICAL LANDINGS OFFICE BUILDING LEASES: AUG 2022

Suite 1D PL Plumbing 205 sf

Rent:	\$	1.59 /sf	\$	325.00
Elect:	\$	0.37 /sf	\$	75.00
Breakroom/restroom:			\$	50.00
	\$	2.20	\$	450.00

1+1; yr 2 MIC incr 2% min/5% max

Suite 1E/F ALLIED UNIV 320 sf

Rent:	\$	1.56 /sf	\$	500.00
Elect:	\$	0.31 /sf	\$	100.00
Breakroom/restroom:			\$	50.00
	\$	2.03	\$	650.00

1-Mar-22 1+1; yr 2 MIC incr 2% min/5% max

Suite 2 Spiretek 1440 sf

Rent:	\$	1.13 /sf	\$	1,630.00
Elect:	\$	0.14 /sf	\$	200.00
Water:			\$	20.00
Breakroom/restroom:			\$	25.00
	\$	1.30	\$	1,875.00

1-Nov-21 2+1; annual MCI incr 2% min 5% max

Suite 3 Edward Jones 1055 sf

Rent:	\$	0.981 /sf	\$	1,035.00
Elect:	\$	0.095 /sf	\$	100.00
Water:			\$	15.00
	\$	1.09	\$	1,150.00

Active tenant since August 2003

Proposed New Lease:

\$	1.03	\$	1,085.00	(+\$50)	5% increase
\$	0.109	\$	115.00	subject to increase with Kw/hr cost increase	
		\$	20.00	subject to increase with Utility Base Rate increase	
\$	1.09 /sf	\$	1,220.00	\$	1.16 /sf 6% overall increase

Note: Sept 1, 2003 = \$765.00/mo MCI=166.8 CPI=183.9

June 2022 MCI=312.09	\$	1,431.35	312.09	187% MCI June 2022
Overall rent comparison	\$	1,220.00	266.01	159% (MCI around March 2021)
			295.33	161% CPI increase since Sept 2003

Suite 4 SMM 622 sf

Rent:	\$	0.920 /sf	\$	572.00
Elect:	\$	0.109 /sf	\$	68.00
Water:	No charge			
	\$	1.03	\$	640.00

1-Oct-21 2+1; annual MCI incr 2% min 5% max

Suite 5	Bay Ltd	1160 sf
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Rent:	\$	1.069 /sf	\$ 1,240.00	
Elect:	\$	0.164 /sf	\$ 190.00	
Water:			\$ 20.00	
	\$	1.25	\$ 1,450.00	\$ 1.25

1-Nov-21 1+1; annual MCI incr 2% min 5% max

Avg Elect. North end:	\$664	\$ 573.00	\$ (91.01)	** This can be estimate for Day Rm and part of HM to be paid by Marina Rates)
Avg Elect. South end:	\$269	\$ 175.00	\$ (94.00)	** This would account for the conference roomand common areas
	\$933	\$ 748.00	\$ (185.01)	
Avg water North end:	\$80	\$ 60.00		
Avg water South end:	\$45	\$ 100.00		
	\$125	\$ 160.00	OK!	

COMMUNICATION

SUBJECT: DISCUSS LEASE OF TRACT 3, 11 AND 12 AT HARBOR OF REFUGE

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: AUGUST 16, 2022 **AGENDA ITEM # 8**

DATE: 08/14/2022

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Lease of Tracts 3, 11 and 12 at the Harbor of Refuge

We executed an Agreed Order Conditioning Automatic Stay regarding Tracts 3, 11, and 12 at the Harbor of Refuge.

On or before August 31, we shall receive payment of all rent and dock charges owed for the post-petition period of December 9 through August 31, not included late fees. This amount is \$47,854.43. As of September 1, the rent increases by 5% and they will pay \$5,789.52/month (including dock fees) until surrender of the property or further order of the court.

If there is a default on this agreement, they will have 10 days to cure. If they do not cure, then the automatic stay shall terminate, and we can begin eviction proceedings.

It is my understanding that it is anticipated that the property will be surrendered in October or November.

With this in mind, I propose that we prepare to advertise for bids for these tracts in December or as soon as practical after the tracts are surrendered.

I will be looking for the Port Commission to set a minimum bid amount for these tracts. This will be voted on at a later meeting.

Last year the minimum amounts were \$2,800 for Tract 3 and \$1,760.00/month for Tract 11 (which was the combination of former 11 and 12)

For example:

A 5% increase would be \$2,940.00 and \$1,848.00 respectively

A 12% increase would be \$3,136.00 and \$1,971.20 respectively

COMMUNICATION

SUBJECT: DISCUSS LEASE OF TRACT 9, 9A AND 10 AT CITY HARBOR

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: AUGUST 16, 2022 **AGENDA ITEM #9**

DATE: 08/14/2022

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Lease of Tracts 9, 9A, and 10 at the City Harbor

Reference the attached Site Plan of Tracts 9, 9A, and 10.

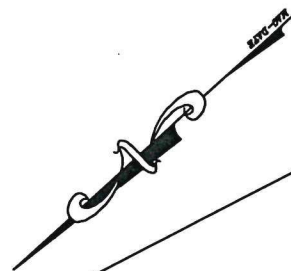
First, does the Port Commission agree to the proposed boundaries of tract 9A and that it is to be offered as a lease separately from Tract 9 as a potential fueling station?

Second, we need to establish minimum bid amounts for the tracts we are advertising. For comparison, Millers Seafood's current lease was effective 8/1/2021 and he is paying \$3.13/linear foot of dock.

Using this \$3.13/LF, Tract 9 would be \$1,345.00.

The current month to month lease of tract 10 is \$2.11/linear foot.

I don't have any reference right now to base a proposed minimum rental rate for a fueling station at Tract 9A on.



ORION MARINE

KNEUPPER

BROADWAY SEAFOOD

CITY
HARBOR



CITY OF PORT LAVACA

CITY HARBOR
TRACTS 9, 9A, AND 10

Item #9.

SITE PLAN 8.12.2022 1