



REGULAR PORT COMMISSION MEETING

Tuesday, June 17, 2025 at 10:00 AM

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

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting TUESDAY, JUNE 17, 2025 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/82086039270?pwd=37tZbhorFWXGNnQakgHZyOIMCPd3kJ.1>

Meeting ID: 820 8603 9270

Passcode: 805931

One tap mobile

+13462487799,,82086039270#,,,805931# US (Houston)

+12532050468,,82086039270#,,,805931# US

Dial by your location

• +1 346 248 7799 US (Houston)

CALL TO ORDER

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

CONSENT AGENDA - THE PORT COMMISSION WILL CONSIDER/DISCUSS THE FOLLOWING ITEMS AND TAKE ANY ACTION DEEMED NECESSARY.

1. APPROVAL OF MINUTES

A) MINUTES OF MAY 20, 2025 - REGULAR MEETING

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT FOR MAY 2025.

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

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

4. CITY MANAGER'S REPORT

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

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

ACTION ITEMS: NEW BUSINESS

6. DISCUSS DRAFT TARIFF CIRCULAR NO. 1

ACTION ITEMS: DISCUSS NEW ONE YEAR BOAT SLIP LEASE FOR POOR BOY'S BAIT IN SMITH HARBOR.

7. DISCUSS/REVIEW NEW ONE YEAR BOAT SLIP LEASE FOR POOR BOY'S BAIT IN SMITH HARBOR.
8. ANNOUNCEMENT BY CHAIRMAN THAT PORT COMMISSION WILL RETIRE INTO CLOSED SESSION:
 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY), IN ACCORDANCE WITH CHAPTER 551, TITLE 5, SECTION 551.072 OF THE TEXAS GOVERNMENT CODE
9. RETURN TO OPEN SESSION AND TAKE ANY ACTION DEEMED NECESSARY WITH REGARD TO MATTERS IN CLOSED SESSION.

COMMENTS

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, June 17th, 2025**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **4:00 p.m. Friday, June 13, 2025**.

_____/s/ **Oralia G. Munoz**_____

Oralia G. Munoz, Administrative Assistant

ADA NOTICE

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you,

requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: APPROVAL OF MINUTES

INFORMATION:

A) MINUTES OF MAY 20, 2025 - REGULAR MEETING



REGULAR PORT COMMISSION MEETING

Tuesday, May 20, 2025 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 20TH day of May 2025, the Port Commission of the City of Port Lavaca, Texas, convened in a 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:

Raymond Butler	Commissioner / Secretary
Mike McGuire	Commissioner
Robert Knox	Commissioner
Larry Nichols	Commissioner
Jamie O'Neil	Commissioner
Jerry Smith	Commissioner

And with the following Commissioners absent:

Alex Davila	Commissioner / Chairman
Sue Traylor	Commissioner

CONSENT AGENDA

1. APPROVAL OF MINUTES

A) MINUTES OF APRIL 15, 2025 - 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 April 15th, 2025, minutes of the Regular Port Commission meeting held on May 20th, 2025, are hereby approved.

Seconded by Commissioner Knox

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Larry Nichols, Robert Knox, Jamie O'Neil and Jerry Smith

Voting Nay: None

Motion carries.

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT FOR APRIL 2025.

Motion made by Commissioner Nichols

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

THAT, the Harbor Master's April 2025 Inspection Reports of the Port Commission Regular meeting held on May 20th, 2025, are hereby approved.

Seconded by Commissioner McGuire

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Larry Nichols, Robert Knox, Jamie O'Neil and Jerry Smith

Voting Nay: None

Motion carries.

3. CONDUCT ELECTION OF OFFICERS AND TAKE ANY ACTION DEEMED NECESSARY.

(1) Chairman

Motion made by Commissioner McGuire

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

THAT, the Port Commission hereby appoints Commissioner Raymond Butler as Chairman.

Seconded by Commissioner Smith

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Larry Nichols, Robert Knox, Jamie O'Neil and Jerry Smith

Voting Nay: None

Motion carries.

(2) Vice Chairman

Motion made by Commissioner McGuire

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

THAT, the Port Commission hereby appoints Commissioner Jerry Smith as Vice Chairman.

Seconded by Commissioner Knox

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Larry Nichols, Robert Knox, Jamie O'Neil and Jerry Smith

Voting Nay: None

4. REVIEW CURRENT MEETING TIME AND DATE FOR REGULAR PORT COMMISSION MEETINGS AND MAKE ANY CHANGES DEEMED NECESSARY

Item Tabled until the next meeting to discuss this item.

REPORTS

5. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

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

- A copy of these reports, in their entirety, can be found in the Port Commission Meeting packet dated May 20th, 2025.

Agenda item discussed.

No action was taken.

6. CITY MANAGER'S REPORT

- The following is a memo, in its entirety, from Jody Weaver Interim City Manager:

1.) TPWL Grant - Renovations to the Nautical Landings Marina Breakwater

A Pre-construction conference was held on Friday, May 2. Raymond Butler was in attendance representing the Port Commission. All of the materials are being purchased locally from Coastal Nail and Tool and should be delivered soon. Work is expected to start before the end of May.

2.) CDBG-MIT Coastal Resilience Living Shoreline Project

We have received a short extension to the project in order to have time to try to get feedback from the USCOE on when we can reasonably expect approval of the permit application to construct (which we submitted 12 months ago) so we know to when we must get approval to extend the CDBG-MIT contract. After our meeting on April 11, GLO promised to send us a letter that we can share with USACE doesn't come forth with the permit soon. GLO is still working on that letter, but we hope to receive it soon. GLO thought they could get approval to extend to March of 2027, but no more (our original request was to June 2027 assuming we have the permit in hand by the end of 2025). So as soon as we get the letter from GLO we will be reaching out to our contacts in Washington for assistance with the USACE. (It seems that the hold up is with USMFS, which is the same agency that held the Nautical Landings breakwater up for so long).

3.) ReStore (cleanup of old barge(s) in Smith Harbor)

The issues with the title have been resolved with the Title Opinion that Guld Coast Title prepared for us, but there are still issues between USCOE and TCEQ regarding the COE permit to construct that we are all trying to resolve. In the meantime, I have purchased the EJCDC C-700 Standard General Conditions of the Construction Contract and am working on a Supplemental Conditions and other documents needed for this bid package as well as the Living Shoreline Project.

4.) CDBG-MIT Round 2 Application for use of funds for Replacement of culverts under rail at Corporation Ditch and Voluntary Restoration of Refuge Shoreline.

As you recall, the \$9.1M CDBG-MIT Round 2 funding was finally approved by GLO several weeks ago. The mayor has STILL not yet received the contract from GLO to sign. Yesterday our GLO Contract Manager requested another update on the status of the contract.

- 5.) GLO CEPR Grant (Harbor of Refuge Shoreline Protection)
Mott McDonald has submitted the 30% design drawings and are working on the preliminary construction cost estimate. You can download them at <https://cleargov.com/texas/calhoun/city/port-lavaca/projects/16597/cepra-harbor-of-refuge-1783>
- 6.) Harbor of Refuge (Tract 11) Erosion
Regarding the Boards' thoughts about possibly funding a project to install rip-rap along the eastern shoreline of the peninsula at the Harbor of Refuge (Tract 11). I did meet with Josh Carter with Coast & Harbors Engineering and his team a couple weeks ago to brainstorm about this. At this time, they are looking at the topographical survey information they have already collected and will study the shoreline cross-section. I am looking through COE approvals in the area over the last few years that provides a USCOE accepted tide elevation, above which the COE has previously agreed is not jurisdictional.
- 7.) MBMT Grant Downtown Waterfront Public Access Improvement
Urban engineering is working on the bid plans. We will review the parking lot green infrastructure design with the Clean Coast Texas team before finalizing. I've asked Matt Glaze with Urban to include as an Additive Alternate, the construction of additional permitted bulkheading on the north side of Smith Harbor. If there are funds available to accomplish this, it could be done in conjunction with relocation of Poor Boy's Bait, which is needed before moving forward with other pavement and parking improvements on the Poor Boy's peninsula.
- 8.) TxDOT Truck Route signs
BY way of a brief summary... we have been working with TxDOT for over 5 years to get signs put up designating the Truck Route through the City Limits so that PLPD can enforce the ordinance. The sign layout was finally approved by TxDOT in March of 2024, and we purchased the large signs we are responsible for and TxDOT included the small signs into a construction project they were bidding. This TxDOT project was let last November, and we were to be invited to the Pre-construction conference to coordinate the installation of the signs. The Pre-con kept getting pushed back and then a couple weeks ago, Councilman Aguirre saw that a TxDOT crew was installing the small Truck Route signs around town. Last week, I was able to get in touch with James Janak, the Victoria Area Engineer, and he confirmed that they decided to put most of the small signs up themselves, but there are still three locations that are waiting on the contractor to do. TxDOT hadn't let us know about this. Since TxDOT already had most of the signs up, I told Wayne to go ahead and get with Lester Contracting to move forward with installing the large signs. PLPD still won't be able to enforce the Truck route until 100% of the signs are up, but we'll be done with our portion of the work soon.
- 9.) Parking area on SBA Steel property at the HOR Boat ramp
Earlier this week I did email Mr. Richard Keane of SBA Steel with the offer of a \$250/year lease amount. As of this writing I have not had a response.

10.) CALHOUN COUNTY MARINE ADVISORY COUNCIL

Both Jim Rudellat and I sit on this Council. At last week's meeting, Steven Raabe of the Matagorda Bay Mitigation Trust spoke to us about the future of the Matagorda Bay Mitigation Trust. All the original funds dedicated to miscellaneous projects awarded through the RFP process have been spent or committed over the past 5 years. However, Formosa is still paying into the fund when nurdles are found. It is projected that the Trust will have funding and continue to issue annual RFP's for the foreseeable future – realistically I'd say at least 2 and perhaps up to 5 years. The application period opens in September and applications are due in mid-October. I am "penciling in" making application for the following projects

- The \$200,000 match for the TPWL trails grant (or \$500,000 if we are awarded the grant)
- \$158,000 match for the Lighthouse Beach Phase 2 CEPRA project
- \$200,000 match for the CMP-GOMESA project to construct a 10 ft wide boardwalk along Smith Harbor's seawall.
- Possibly one bay outfall litter catcher project to see how it does before doing others.

If Commissioners have other suggestions for applications, let me know.

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

1)

b) Nautical Landings Building

- 1) Working on a scope to replace six big windows south end front of building, identify availability windstorm regulations.

c) Nautical Landings Marina

- 1) Horizon Environmental has been on site 18 times since the last PC meeting.
- 2) Water usage 15 April – 9 May, 266 gallons received minimum bill \$42.80
- 3) 2 May 2025 preconstruction meeting with Derrick Construction (Breakwater) they should be onsite by the end of May.

d) Smith Harbor

- 1) Move six power poles off the bulkhead.
- 2) 28 March 2025 received USAE permit.

e) Harbor of Refuge

- 1) 7 August 2024 LCI delivering material from Alamo Heights road project.

f) To Do List – Raymond Butler

ACTION ITEMS: NEW LEASES**8. DISCUSS DRAFT TARIFF CIRCULAR NO. 1**

- A copy of the Tariff Circular was given to the Port Commission members, and the Circular can be found in the meeting packet dated May 20th, 2025.

Commissioners commented on adding language regarding the parking policy to Tariff Circular.

ACTION ITEMS: LEASES**9. ANNOUNCEMENT BY CHAIRMAN THAT PORT COMMISSION WILL RETIRE INTO CLOSED SESSION:**

- TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY), IN ACCORDANCE WITH CHAPTER 551, TITLE 5, SECTION 551.072 OF THE TEXAS GOVERNMENT CODE. (MILLER'S SEAFOOD CO., INC. LEASE AT CITY HARBOR) (ENCORE DREDGING PARTNERS, LLC LEASES AT HARBOR OF REFUGE)

- Secretary Butler announced that they will retire into closed session.

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

Motion made by Commissioner McGuire

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

THAT, the Port Commission hereby establish the Curtis Miller lease for 2 years at a rate of \$5.03 per linear foot of dock.

Seconded by Commissioner Knox

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Robert Knox and Jerry Smith

Voting Nay: Larry Nichols and Jamie O'Neil

COMMENTS

11. COMMENTS FROM COMMISSIONERS

Agenda item discussed.

No Action taken.

ADJOURNMENT

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner Knox seconded this motion.

Motion passed by the following vote:

Voting Aye: Raymond Butler, Mike McGuire, Larry Nichols, Robert Knox, Jamie O'Neil and Jerry Smith

Voting Nay: None

The meeting was adjourned at 11:39 a.m.

These minutes were approved on June 17, 2025.

ATTEST:

Raymond Butler, Chairman

Oralia G. Munoz, Admin. Assist.

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT
FOR MAY 2025.

INFORMATION:

Port Lavaca Port Commission Monthly Inspection

Month: MAY 2025 Location: City Harbor
17 JUNE 2025

1. Fueling Area

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

4. CLEAN UP

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

7. Pilings, Guides & RollersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & FendersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & KevelsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Fire ExtinguishersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

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

Comments:

12. Cement SlabCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

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

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Building Inspection

Month: MAY 2025 Location: NLB

17 JUNE 2025

1. Building Maintenance:

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: 4 November 2024 Barefoot Construction started building new window covers out of the corrugated plastic. 15 May 2025 completed covers.

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 24 April 2025 Barefoot Construction replaced coin Operated washing machine in the Day Room.

7. HVAC

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: 17 April 2025 Barefoot Construction replaced

Condensing unit for Day Room & Harbormaster's office. 25 April 2025

Barefoot Construction repaired Suite 2 ac replaced filters added freon.

29 May 2025 Barefoot Construction checked 7-ton unit south end building
found low on freon r&r unit.

8. Roof:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comment: 22 May 2025 barefoot Construction repaired
flat roof at the day room washer & dryer room.

9. Parking:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Fire Extinguishers:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: 17 March 2025 Afsco inspected.

11. Hand Railing:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. Stairs & Steps

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: MAY 2025 Location: NLM / Smith Harbor

17 JUNE 2025

1. Fire extinguisher

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 8 May 2025 Barefoot Construction completed installing
Fire extinguishers & life rings on dock A and B.

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 & RollersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & FendersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & KevelsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Gates & LocksCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

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

Comments:

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

Comments:

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

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: MAY 2025 Location: Harbor of Refuge

17 JUNE 2025

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Rail spur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Environmental

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. PERMIT

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

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

9. Cleats & Kevels

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

10. Gates & Locks

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

11. Mulch

Condition: **Satisfactory** Unsatisfactory Not Applicable
Comments: 27 August 2024 LCI started delivering material
from the Alamo Heights road project.

12. Cement Cap

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

13. Bulkhead

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

14. CLEAN UP

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

Harbor Master: _____

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

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

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	TOTAL TARIFF AMOUNT PAID PREV YEAR	% DIFF FROM PREV YEAR
12/5/2024	1243738	EQUALIZER, INC.	OIL	/	10/2024	36,408.360	\$8,131.17	-44.03%
12/30/2024	1246490	EQUALIZER, INC.	OIL	/	11/2024	49,901.570	\$10,238.16	-39.07%
1/24/2025	1249514	EQUALIZER, INC.	OIL	/	12/2024	47,915.980	\$10,054.49	-40.43%
2/24/2025	1252969	EQUALIZER, INC.	OIL	/	01/2025	46,741.120	\$8,575.51	-31.87%
3/27/2025	1256744	EQUALIZER, INC.	OIL	/	02/2025	46,595.410	\$7,182.71	-18.91%
4/17/2025	1259501	EQUALIZER, INC.	OIL	/	03/2025	43,218.160	\$6,845.77	-21.09%
5/27/2025	1263456	EQUALIZER, INC.	OIL	/	04/2025	36,626.290	\$3,090.26	48.15%
		EQUALIZER, INC.	OIL	/	05/2025		\$6,092.40	-100.00%
		EQUALIZER, INC.	OIL	/	06/2025		\$5,254.16	-100.00%
		EQUALIZER, INC.	OIL	/	07/2025		\$6,224.27	-100.00%
		EQUALIZER, INC.	OIL	/	08/2025		\$5,792.09	-100.00%
		EQUALIZER, INC.	OIL	/	09/2025		\$6,183.76	-100.00%
FY 2024-2025 - TOTAL							\$38,425.88	-54.07%

DAILY DOCK RENTAL

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
12/5/2024	OCTOBER	1243740	MONTHLY DOCK FEE	\$500.00	10/2024	paid
12/20/2024	NOVEMBER	1245947	MONTHLY DOCK FEE	\$500.00	11/2024	paid
1/24/2025	DECEMBER	1249516	MONTHLY DOCK FEE	\$500.00	12/2024	paid
2/20/2025	JANUARY	1252834	MONTHLY DOCK FEE	\$500.00	01/2025	paid
3/27/2025	FEBRUARY	1256743	MONTHLY DOCK FEE	\$500.00	02/2025	paid
4/17/2025	MARCH	1259471	MONTHLY DOCK FEE	\$500.00	03/2025	paid
5/27/2025	APRIL	1263429	MONTHLY DOCK FEE	\$500.00	04/2025	paid
	MAY		MONTHLY DOCK FEE		05/2025	
	JUNE		MONTHLY DOCK FEE		06/2025	
	JULY		MONTHLY DOCK FEE		07/2025	
	AUGUST		MONTHLY DOCK FEE		08/2025	
	SEPTEMBER		MONTHLY DOCK FEE		09/2025	

MONTHLY TARIFF REPORT

DATE: 4/30/2025

REPORTING PERIOD:	<u>APRIL</u>	<u>2025</u>
	(MONTH)	(YEAR)

COMPANY NAME: EQUALIZER INC

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

WACO TX 76715-4579
(City) (State) (Zip Code)

<u>Tons</u>	Tons of Fertilizer BARGE / RAIL	<u>DRY OR LIQUID</u> (Name of Product)	@ 0.79¢ per ton
<u>36,626.29</u> Tons	Barrels of Crude Oil	<u>CRUDE CONDENSATE</u> (Name of Product)	@ 0.125¢ per barrel

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 \$ 4,578.29 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 30 day of APRIL, 2025

COMPTROLLER
(Title)

MARY MILLER
(Printed Name)

Maray Miller
(Duly Authorized Signature)

Port Commission's Main Office Phone Number:
Port Commission's Main Mailing Address:

(361) 552-9793 Ext. 221

rgarza@portlavaca.org

Fax No.: (361) 552-6062

City of Port Lavaca Port Commission **202 N. Virginia St**

Port Lavaca, TX 77979

BARGE:
Port/Location:
AmSpec File#:
Date:

Magnolia Marine Transport - MM 90 (1157108), Magnolia Marine Transport - MM 92 (1157110)
 Port Lavaca, TX; Gulfmark Energy Inc
 162-25-00098
 04/30/25

AmSpec®

Customers

Company:	Contact:	Reference Numbers:
Gulfmark Energy	Shelly Smith	ER250401
Ergon Refining Inc	Chris Eldridge	MM 90/92

BARGE:

Magnolia Marine Transport - MM 90
 (1157108)
 Magnolia Marine Transport - MM 92
 (1157110)

BARGES
 2 X

Products:

Crude / Crude Oil	
Crude / Crude Oil	

Port : Port Lavaca, TX

Terminal: Gulfmark Energy Inc

Type of Operation:

Load

Completion Date:

04/30/25

Discharge Port:

Terminal:

Any and all information and data contained in AmSpec's final report(s) are obtained as a result of inspection and testing protocols undertaken according to the nominated instructions of the client, the results of which are based on industry technical standards and protocols. AmSpec warrants that it has exercised due diligence and care with respect to the information, opinions and professional judgments embodied in this report. The report reflects the findings at the time and place of inspection. AmSpec, LLC cannot attest to the veracity of any information or data supplied by third parties and as a consequence, cannot be held liable for same. AmSpec personnel do not release vessels. This responsibility solely remains with terminals, principals, charterers, owners and operators. Note: All of the above was performed in accordance with API Chapters 3, 7, 8, 11.1, 12 & 17 guidelines.

Note: All AmSpec measurement devices and methods used for quantity and quality determination meet the requirements of 40 CFR 98.3 et seq.

Leti Espinoza
 AmSpec: Leti Espinoza

AmSpec, LLC

151 Alcoa Dr.
 Port Lavaca, TX 77979
 Email: portlavaca@amspecgroup.com

BARGE: Magnolia Marine Transport - MM 90 (1157108), Magnolia Marine Transport - MM 92 (1157110)
Product/Cargo: Crude / Crude Oil
Port/Location: Port Lavaca, TX Gulfmark Energy Inc
AmSpec File#: 162-25-00098
Client Ref#: ER250401, MM 90/92
Date: 04/30/25

Item #3.



Certificate of Quantity

The undersigned herewith declares that the quantities are as follows:

	TCV (Total Calculated Volume)	GSV (Gross Standard Volume)	NSV (Net Standard Volume)
Barrels @ 60°F	36,649.23	36,649.23	36,626.29
US Gallons @ 60°F	1,539,267.66	1,539,267.66	1,538,304.18
Imperial Gallons @ 60°F	1,281,708.44	1,281,708.44	1,280,906.18
Pounds	11,656,610	11,656,610	11,649,314
Long Tons	5,203.844	5,203.844	5,200.587
Short Tons	5,828.305	5,828.305	5,824.657
Kilograms	5,287,349	5,287,349	5,284,040
Metric Tons (AIR)	5,287.349	5,287.349	5,284.040
Metric Tons (VAC)	5,293.544	5,293.544	5,290.231
Cubic Meters @ 15°C	5,824.374	5,824.374	5,820.728
Cubic Meters @ 20°C	5,846.113	5,846.113	5,842.453
Cubic Meters @ 60°F	5,826.762	5,826.762	5,823.115
Litres @ 15°C	5,824,374	5,824,374	5,820,728
Litres @ 20°C	5,846,113	5,846,113	5,842,453
Litres @ 60°F	5,826,762	5,826,762	5,823,115

Quantity Based On: Shore Figure

NSV Based On: Shore Tank Free Water and S&W

Comments:

API Used	FW	S&W %	S&W Bbls
24.0	See	Shore	Report

Leti Espinoza
 AmSpec: Leti Espinoza

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AmSpec, LLC

151 Alcoa Dr.
 Port Lavaca, TX 77979
 Email: portlavaca@amspecgroup.com

HELENA CHEMICAL

0.79

Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	BARGE ONLY	RAIL ONLY	TOTAL TARIFF AMOUNT PAID @ \$0.79 PER TON	TOTAL TARIFF AMOUNT PAID PREV YEAR	% DIFF FROM PREV YEAR
10/24/2024	ACH PMT	HELENA CHEMICAL	9444.178	0	10/2024	9,444.178	\$7,460.90	\$0.00	\$7,460.90	\$3,317.93	124.87%
11/29/2024	ACH PMT	HELENA CHEMICAL	4518.05	0	11/2024	4,518.050	\$3,569.26	\$0.00	\$3,569.26	\$9,399.17	-62.03%
1/22/2025	ACH PMT	HELENA CHEMICAL	14037.423	0	12/2024	14037.423	\$11,089.56	\$0.00	\$11,089.56	\$7,691.95	44.17%
1/31/2025	ACH PMT	HELENA CHEMICAL	4971.778	0	01/2025	4971.778	\$3,927.70	\$0.00	\$3,927.70	\$2,668.29	47.20%
3/5/2025	ACH PMT	HELENA CHEMICAL	7612.1	0	02/2025	7612.1	\$6,013.56	\$0.00	\$6,013.56	\$5,043.55	19.23%
4/3/2025	ACH PMT	HELENA CHEMICAL	14969.427	0	03/2025	14969.427	\$11,825.85	\$0.00	\$11,825.85	\$5,728.32	106.45%
5/23/2025	ACH PMT	HELENA CHEMICAL	12186.625	0	04/2025	12186.625	\$9,627.43	\$0.00	\$9,627.43	\$13,167.05	-26.88%
6/6/2025	ACH PMT	HELENA CHEMICAL	3252.062	0	05/2025	3,252.062	\$2,569.13	\$0.00	\$2,569.13	\$4,782.94	-46.29%
	ACH PMT	HELENA CHEMICAL		0	06/2025			\$0.00		\$9,738.06	-100.00%
	ACH PMT	HELENA CHEMICAL		0	07/2025			\$0.00		\$2,391.85	-100.00%
	ACH PMT	HELENA CHEMICAL		0	08/2025			\$0.00		\$9,589.51	-100.00%
	ACH PMT	HELENA CHEMICAL		0	09/2025					\$1,250.04	-100.00%
TOTAL							\$56,083.39	\$0.00	\$56,083.39	\$74,768.66	-24.99%
FY 2024-2025 - TOTAL											

Receivalbes - 5008

MONTHLY RAIL FEE

REPORTING

Date Received	MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
10/28/20024	OCT	ACH	MONTHLY RAIL FEE	\$1,000.00	10/2024	PAID
11/26/2024	NOV	ACH	MONTHLY RAIL FEE	\$1,000.00	11/2024	PAID
11/26/2024	DEC	ACH	MONTHLY RAIL FEE	\$1,000.00	12/2024	PAID
1/6/2025	JAN	ACH	MONTHLY RAIL FEE	\$1,000.00	01/2025	PAID
1/29/2025	FEB	ACH	MONTHLY RAIL FEE	\$1,000.00	02/2025	PAID
3/3/2025	MAR	ACH	MONTHLY RAIL FEE	\$1,000.00	03/2025	PAID
4/3/2025	APR	ACH	MONTHLY RAIL FEE	\$1,000.00	04/2025	PAID
4/30/2025	MAY	ACH	MONTHLY RAIL FEE	\$1,000.00	05/2025	PAID
5/27/2025	JUNE	ACH	MONTHLY RAIL FEE	\$1,000.00	06/2025	PAID
	JULY	ACH	MONTHLY RAIL FEE		07/2025	
	AUG	ACH	MONTHLY RAIL FEE		08/2025	
	SEPT	ACH	MONTHLY RAIL FEE		09/2025	

\$9,000.00

**MONTHLY TARIFF REPORT****DATE:** May 22, 2025**REPORTING PERIOD:** MAY 2025
(MONTH) (YEAR)**COMPANY NAME:** Helena Agri-Enterprises, LLC**MAILING ADDRESS:** 225 Schilling Blvd., Suite 300
(P. O. Box Number or Street)Collierville TN 38017
(City) (State) (Zip Code)

<u>3,252.062</u> Tons	Tons of Fertilizer BARGE / RAIL	<u>DRY OR LIQUID</u> (Name of Product)	@ 0.79¢ per ton
<u>0</u> Tons	Barrels of Crude Oil	<u>CRUDE CONDENSATE</u> (Name of Product)	@ 0.125¢ per barrel

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 2,569.13 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 22nd day of May, 2025.

Terminal Manager
(Title)

Trey Franz
(Printed Name)

(Duly Authorized Signature)

Port Commission's Main Office Phone Number:
Port Commission's Main Mailing Address:

(361) 552-9793 Ext. 221 rgarza@portlavaca.org Fax No.: (361) 552-6062
City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979

[illegible][illegible]

Barge	3,252.062
	\$2,569.13
Rail	0.000

ACCOUNT AGING REPORT

Item #3.

ACCOUNT NO#	----- NAME -----	LAST PAY	LAST TRANS AMT	T --CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
5000		5/15/2025	\$ 1,449.00					\$	-
5001		5/15/2025	\$ 1,484.86					\$	-
5002		4/23/2025	\$ 11,100.00					\$	-
5003		6/2/2025	\$ 409.56					\$	-
5004		5/29/2025	\$ 2,500.39					\$	-
5005		6/4/2025	\$ 2,563.90					\$	-
5005		6/4/2025	\$ 3,500.00					\$	-
5006		6/3/2025	\$ 2,881.13					\$	-
5007		5/15/2025	\$ 2,900.00					\$	-
5007		5/15/2025	\$ 1,712.65					\$	-
5007		5/15/2025	\$ 3,058.07					\$	-
5008		5/28/2025	\$ 10,426.89					\$	-
5009		6/6/2025	\$ 815.71					\$	-
5010		6/2/2025	\$ 1,398.46					\$	-
5011		6/10/2025	\$ 967.50					\$	-
5012		5/28/2025	\$ 1,770.00					\$	-
5013		6/2/2025	\$ 747.49					\$	-
5014		5/15/2025	\$ 2,267.19					\$	-
5016		6/6/2025	1,575.00					\$	-
99-1963-04		5/30/2025	\$ 266.70					\$	-
99-1983-09		6/3/2025	\$ 266.70					\$	-
99-1993-04		5/6/2025	\$ 317.10					\$	317.10
99-2003-04		6/2/2025	\$ 342.30					\$	-
99-2015-16		5/30/2025	\$ 342.30					\$	-
99-2043-07		6/2/2025	\$ 342.30					\$	-
99-2053-12		5/19/2025	\$ 264.60					\$	264.60
99-2063-11		6/10/2025	\$ 397.50					\$	-
99-2073-09		6/2/2025	\$ 291.90					\$	-
99-2133-06		6/2/2025	\$ 291.80					\$	-
99-2163-03		6/2/2025	\$ 630.00					\$	-
99-2193-07		5/29/2025	\$ 176.40					\$	-
99-2213-04		6/2/2025	\$ 176.40					\$	-
99-2233-08		6/5/2025	\$ 176.40					\$	-
99-2243-12		6/9/2025	\$ 241.50					\$	-
99-2253-07		6/6/2025	\$ 228.90					\$	-
99-2273-08		6/2/2025	\$ 176.40					\$	-
99-2313-15		5/19/2025	\$ 176.40					\$	176.40
99-2373-10		6/2/2025	\$ 241.50					\$	-
99-2421-07		6/2/2025	\$ 239.40					\$	-
99-2443-05		6/2/2025	\$ 279.30					\$	-
99-2443-06		5/22/2025	\$ 139.95					\$	-
99-2481-05		6/2/2025	\$ 291.90					\$	-
99-2543-09		6/2/2025	\$ 319.20					\$	-

 **** BOOK #:00 99 TOTAL ACCOUNTS: 42 \$ 60,144.65 0.00 0 0 0 0 0 758.10

PORT COMMISSION PAYMENT REPORT - MAY 2025

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-104500 AMAZON CAPITAL SERVICE	I-19TL-CLNX-NJLK	504 50860543.27	R & M- IMPROVEMENT:	FIRE EXTINGUISHER	68609	\$907.34
01-104500 AMAZON CAPITAL SERVICE	I-1CY6-FPJD-XDNP	504 51000521.01	OFFICE:	INK & PAPER	68609	\$157.00
01-104500 AMAZON CAPITAL SERVICE	I-1LGR-C3FW-9IQL	504 50860542.21	R & M- INFRASTRUCTURE:	LIFE RING, FIRE EXTUINGUISHER	68609	\$1,747.84
VENDOR TOTALS						\$2,812.18
01-100040 ANNOUNCEMENTS PLUS TOO	I-6820	504 51000521.01	OFFICE:	PRINTING	68611	\$20.00
VENDOR TOTALS						\$20.00
01-103058 BAREFOOT, MARKE	I-002215	504 51000533.14	CONTRACTED SERVICES:	INSTALL EXTGUINSHER	68613	\$3,785.00
VENDOR TOTALS						\$3,785.00
01-102855 DOWELL PEST CONTROL LL	I-46675	504 51000533.14	CONTRACTED SERVICES:	PEST CONTROL	68501	\$77.25
VENDOR TOTALS						\$77.25
01-104071 ENTERPRISE FLEET MANAG	I-FBN5314665	504 51000544.55	R & M- VEHICLE:	MAINTENANCE MANAGEMENT	68642	\$17,260.33
01-104071 ENTERPRISE FLEET MANAG	I-FBN5314665	504 51000551.11	VEHICLE LEASE:	MAINTENANCE MANAGEMENT	68642	-\$130.39
VENDOR TOTALS						\$17,129.94
01-102882 FRONTIER SOUTHWEST INC	I-18830907065/0425	504 51000536.02	TELEPHONE:	PHONE CHARGES APRIL 2025	68502	\$118.64
01-102882 FRONTIER SOUTHWEST INC	I-18830907065/0525	504 51000536.02	TELEPHONE:	PHONE CHARGES MAY 2025	68648	\$147.70
VENDOR TOTALS						\$266.34
01-102645 GEXA ENERGY, LP	I-34409192-4	504 51000536.01	ELECTRICITY:	ELECTRICITY SVCS APRIL 2025	68556	\$1,731.70
NAUTICAL LANDING FLOOD LIGHT						\$64.14
NL BOAT SLIPS						\$352.62
HARBOR OF REFUGE						\$0.00
HARBOR OF REFUGE FLOOD LIGHT						\$368.91
CITY HARBOR						\$0.00
106 S COMMERCE ST UNIT MAIN						\$946.03
VENDOR TOTALS						\$1,731.70

PORT COMMISSION PAYMENT REPORT - MAY 2025

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-100261 LOWE'S HOME CENTERS IN	I-985249	504 51000528.03	NON-CAPITALIZED ASSETS:	COIN OPERATED WASHING MACHINE	68663	\$1,335.86
			VENDOR TOTALS			\$1,335.86
01-102016 MARVELOUS GARDENS INC.	I-16084	504 51000533.14	CONTRACTED SERVICES:	HERBICIDE SPRAY	68508	\$95.00
01-102016 MARVELOUS GARDENS INC.	I-16464	504 51000533.14	CONTRACTED SERVICES:	HERBICIDE SPRAY	68665	\$95.00
			VENDOR TOTALS			\$190.00
01-100700 MCGREW, TERRI	I-412786	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	68669	\$620.00
			VENDOR TOTALS			\$620.00
01-100335 PORT LAVACA, CITY OF	I-04/2025	504 51000536.03	WATER: WATER / SEWER	APRIL 2025	68514	\$245.94
			VENDOR TOTALS			\$245.94
01-102556 PUBLIC SECTOR PERSONNEL	I-3766	504 51000533.14	CONTRACTED SERVICES:	COMPENSATION PLAN	68685	\$375.00
			VENDOR TOTALS			\$375.00
01-102309 REPUBLIC SERVICES #847	I-0847-001390062	504 51000533.14	CONTRACTED SERVICES:	CONTAINER - PORT COMMISSION	68588	\$293.94
			VENDOR TOTALS			\$293.94
01-100840 ROBERTS, ODEFEEY, WITTE	I-1608-004M/3663	504 51000532.07	LEGAL- REGULAR:	PORT COMMISSION - JAN-MARCH 2025	68589	\$1,583.75
			VENDOR TOTALS			\$1,583.75
01-100093 SPARKLIGHT	I-101006773/0425	504 50070536.504	CABLE & INTERNET:	INTERNET SERVICES	68520	\$133.56
			VENDOR TOTALS			\$133.56
01-102621 UNIFIRST CORPORATION	I-2680097041	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	68701	\$79.72
			VENDOR TOTALS			\$79.72

PORT COMMISSION PAYMENT REPORT - MAY 2025

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102014 VERIZON WIRELESS	I-61111171483	50451000536.02	TELEPHONE:	CELL PHONE CHARGES	68525	\$40.23
			VENDOR TOTALS			\$40.23
01-100461 CAPITAL ONE	I-01311	50451000521.01	OFFICE:	PORTS MEETING - SUPPLIES	994	\$19.60
			VENDOR TOTALS			\$19.60
					REPORT GRAND TOTAL:	\$30,740.01

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

504-6 HARBORS FUND
FINF SUMMARY

Item #3.

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	818,955	818,955	0	84,930.52	569,101.82	0.00	249,853.18	69.49
FINES & FORFEITURES	500	500	0	69.00	471.67	0.00	28.33	94.33
OTHER REVENUE	35,600	35,600	0	2,489.34	20,719.92	0.00	14,880.08	58.20
GRANT AND CONTRIBUTION R	550,000	550,000	0	5,000.00	30,200.00	0.00	519,800.00	5.49
INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	92,488.86	736,677.41	0.00	784,561.59	48.43
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	0.00	3,566.16	0.00	2,144.16	250.78
CITY HARBOR	7,000	7,000	0	0.00	3,475.00	0.00	3,525.00	49.64
HARBOR OF REFUGE	200,000	200,000	0	0.00	10,000.00	0.00	190,000.00	5.00
SMITH HARBOR	11,000	11,000	0	0.00	4,875.00	0.00	6,125.00	44.32
NAUTICAL LANDINGS MARINA	35,000	35,000	0	2,655.18	11,157.66	0.00	23,842.34	31.88
OPERATIONS	1,390,148	1,390,148	0	48,072.06	376,641.68	489,962.00	523,544.32	62.34
TOTAL EXPENDITURES	1,644,570	1,644,570	0	50,727.24	409,715.50	489,962.00	744,892.50	54.71
REVENUES OVER/ (UNDER) EXPENDITURES	(123,331)	(123,331)	0	41,761.62	326,961.91	(489,962.00)	39,669.09	132.16

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

Item #3.

504- & HARBORS FUND
REVENUE

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
136.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	12,797.60	96,326.04	0.00	18,673.96	83.76
136.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	19,250.00	72,125.00	0.00	27,875.00	72.13
136.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
136.11 HOR - DOCK LEASES	268,497	268,497	0	23,245.70	182,649.96	0.00	85,847.04	68.03
136.12 TARIFFS	130,000	130,000	0	14,205.72	91,940.14	0.00	38,059.86	70.72
136.20 N I DOCK RENT- TRANSIE	500	500	0	0.00	488.25	0.00	11.75	97.65
136.21 N I-DOCK LEASE	90,950	90,950	0	5,948.50	50,795.58	0.00	40,154.42	55.85
136.22 N I -BIDG LEASE	90,028	90,028	0	7,998.14	62,897.97	0.00	27,130.03	69.86
136.23 N I - BIDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
136.24 SMITH HARBOR RENT	19,980	19,980	0	1,484.86	11,878.88	0.00	8,101.12	59.45
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	84,930.52	569,101.82	0.00	249,853.18	69.49
FINES & FOREFEITURES								
142.01 LATE PAYMENT PENALTIES	500	500	0	69.00	471.67	0.00	28.33	94.33
TOTAL FINES & FOREFEITURES	500	500	0	69.00	471.67	0.00	28.33	94.33
OTHER REVENUE								
151.01 INTEREST INCOME	35,000	35,000	0	2,489.34	20,430.42	0.00	14,569.58	58.37
155.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
159.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.71 WASHER-DRYER INCOME	600	600	0	0.00	289.50	0.00	310.50	48.25
159.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	2,489.34	20,719.92	0.00	14,880.08	58.20
GRANT AND CONTRIBUTION R								
181.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
181.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
182.02 GRANT REVENUE	550,000	550,000	0	5,000.00	30,200.00	0.00	519,800.00	5.49
TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	5,000.00	30,200.00	0.00	519,800.00	5.49
INTERGOVERNMENTAL REVENUE								
193.00.1 XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
193.88 XFER IN- 206 FARR FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	92,488.86	736,677.41	0.00	784,561.59	48.43

Item #3.
504 - & HARBORS FUND
TECH Y SERVICES
DEPARTMENTAL EXPENDITURES

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>MATERIALS & SUPPLIES</u>								
50070526.1000 EQUIPMENT - OPERATIONS	0	0	0	0.00	2,664.73	0.00 (	2,664.73)	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	2,664.73	0.00 (	2,664.73)	0.00
<u>SERVICES</u>								
50070536.504 CABLE & INTERNET- PORT	1,422	1,422	0	0.00	901.43	0.00	520.57	63.39
TOTAL SERVICES	1,422	1,422	0	0.00	901.43	0.00	520.57	63.39
TOTAL TECHNOLOGY SERVICES	1,422	1,422	0	0.00	3,566.16	0.00 (	2,144.16)	250.78

Item #3.
504 R & 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 CONTRACTED SERV-CITY H	5,000	5,000	0	0.00	3,475.00	0.00	1,525.00	69.50
TOTAL SERVICES	5,000	5,000	0	0.00	3,475.00	0.00	1,525.00	69.50
MAINTENANCE								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL CITY HARBOR	7,000	7,000	0	0.00	3,475.00	0.00	3,525.00	49.64

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

Item #3.
504 R & HARBORS FUND
HARBOR REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50820533.20	150,000	150,000	0	0.00	10,000.00	0.00	140,000.00	6.67
TOTAL SERVICES	150,000	150,000	0	0.00	10,000.00	0.00	140,000.00	6.67
MAINTENANCE								
50820542.21	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
TOTAL MAINTENANCE	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
TOTAL HARBOR OF REFUGE	200,000	200,000	0	0.00	10,000.00	0.00	190,000.00	5.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

Item #3.
504 R & HARBORS FUND
SMITH 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	10,000	10,000	0	0.00	4,875.00	0.00	5,125.00	48.75
TOTAL SERVICES	10,000	10,000	0	0.00	4,875.00	0.00	5,125.00	48.75
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	11,000	11,000	0	0.00	4,875.00	0.00	6,125.00	44.32

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

Item #3.
504 & HARBORS FUND
NAUT 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 CONTRACTED SERV- NL MA	30,000	30,000	0	0.00	4,828.00	0.00	25,172.00	16.09
TOTAL SERVICES	30,000	30,000	0	0.00	4,828.00	0.00	25,172.00	16.09
MAINTENANCE								
50860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	2,884.00	0.00	884.00	144.20
50860542.21 R & M- INSERAS- NL MAR	3,000	3,000	0	1,747.84	2,538.32	0.00	461.68	84.61
50860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.26 R & M- IMPRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.27 R & M- IMPROV OTB- NL	0	0	0	907.34	907.34	0.00	907.34	0.00
TOTAL MAINTENANCE	5,000	5,000	0	2,655.18	6,329.66	0.00	1,329.66	126.59
TOTAL NAUTICAL LANDINGS MARINA	35,000	35,000	0	2,655.18	11,157.66	0.00	23,842.34	31.88

Item #3.

504
OPENING
& HARBORS FUND
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	119,672	119,672	0	9,166.55	67,407.61	0.00	52,264.39	56.33
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	74.65	530.95	0.00	530.95	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	9,155	9,155	0	673.10	5,192.05	0.00	3,962.95	56.71
51000512.10 EMPLOYER-T.M.R.S.	7,276	7,276	0	548.02	4,331.64	0.00	2,944.36	59.53
51000512.20 GROUP H/D INS PREMIUMS	20,797	20,797	0	1,734.62	11,946.22	0.00	8,850.78	57.44
51000512.30 WORKER'S COMPENSATION	255	255	0	0.00	1,497.34	0.00	1,242.34	587.19
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	157,655	157,655	0	12,196.94	90,905.81	0.00	66,749.19	57.66
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,000	1,000	0	196.60	1,137.47	0.00	137.47	113.75
51000523.03 CLEANING & JANITORIAL	11,000	11,000	0	699.72	5,497.68	0.00	5,502.32	49.98
51000525.01 FUEL	500	500	0	0.00	33.43	0.00	466.57	6.69
51000526.01 GENERAL SAFETY & TOOLS	150	150	0	0.00	0.00	0.00	150.00	0.00
51000528.03 NON-CAPITALIZED ASSETS	1,500	1,500	0	1,335.86	1,335.86	0.00	164.14	89.06
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL MATERIALS & SUPPLIES	16,150	16,150	0	2,232.18	8,004.44	0.00	8,145.56	49.56
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04 DUES, SUBSCR., & PUBLI	5,500	5,500	0	0.00	199.95	0.00	5,300.05	3.64
51000531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	409.25	0.00	409.25	0.00
51000532.01 AUDIT FEES	6,000	6,000	0	0.00	4,200.00	0.00	1,800.00	70.00
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	3,000	3,000	0	1,583.75	2,049.25	0.00	950.75	68.31
51000533.14 CONTRACTED SERVICES	31,960	31,960	0	4,548.94	19,732.09	0.00	12,227.91	61.74
51000535.01 GENERAL LIABILITY INSU	3,849	3,849	0	0.00	5,005.11	0.00	1,156.11	130.04
51000535.10 WINDSTORM INS	20,000	20,000	0	6,640.83	21,196.52	0.00	1,196.52	105.98
51000535.11 FLOOD INS	2,250	2,250	0	0.00	2,380.00	0.00	130.00	105.78
51000536.01 ELECTRICITY	31,627	31,627	0	1,731.70	15,696.74	0.00	15,930.26	49.63
51000536.02 TELEPHONE	2,100	2,100	0	147.70	1,620.95	0.00	479.05	77.19
51000536.03 WATER	6,200	6,200	0	0.00	3,414.87	0.00	2,785.13	55.08
TOTAL SERVICES	112,986	112,986	0	14,652.92	75,904.73	0.00	37,081.27	67.18
MAINTENANCE								
51000541.02 LANDSCAPING	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
51000542.25 R & M-BUILD (NAUTICAL	80,000	80,000	0	0.00	16,323.50	0.00	63,676.50	20.40
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
51000544.50 R & M-FURNITURE & ECU	4,000	4,000	0	0.00	1,007.89	0.00	2,992.11	25.20
51000544.55 R & M-VEHICLES & TRAI	500	500	0	17,260.33	17,599.09	0.00	17,099.09	519.82
51000544.65 R & M-MACHINERY & ECU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	92,200	92,200	0	17,260.33	34,930.48	0.00	57,269.52	37.89

Item #3.

504 & HARBORS FUND
OPERATIONS

DEPARTMENTAL EXPENDITURES

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

51000551.11	VEHICLE LEASES	11,500	11,500	0	0	130.39	7,097.58	0.00	4,402.42	61.72
51000552.02	PRI & INT EXPENSE	0	0	0	0.00	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	0.00
51000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	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	0.00
51000553.01	XFER OUT- FD 001- ADMT	22,321	22,321	0	1,860.08	14,880.64	0.00	7,440.36	66.67	66.67
51000553.02	XFER OUT- FD 310- '08	126,560	126,560	0	0.00	63,280.00	0.00	63,280.00	50.00	50.00
51000553.05	XFER OUT- FD 322 - 201	133,776	133,776	0	0.00	66,888.00	0.00	66,888.00	50.00	50.00
51000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
51000553.65	XFER OUT- FD 210 BDA G	0	0	0	0.00	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	0.00
51000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	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	0.00
TOTAL SUNDRY		294,157	294,157	0	1,729.69	152,146.22	0.00	142,010.78	51.72	51.72

CAPITAL EXPENDITURES

51000561.02	CE- LAND & IMPROVEMENT	50,000	50,000	0	0.00	5,000.00	44,800.00	200.00	99.60	99.60
51000562.03	CE- BUILDING & IMPROV	0	0	0	0.00	9,750.00	0.00	9,750.00	0.00	0.00
51000563.05	CE- INFRASTRUCTURE	667,000	667,000	0	0.00	0.00	445,162.00	221,838.00	66.74	66.74
TOTAL CAPITAL EXPENDITURES		717,000	717,000	0	0.00	14,750.00	489,962.00	212,288.00	70.39	70.39

TOTAL OPERATIONS

1,390,148	1,390,148	0	48,072.06	376,641.68	489,962.00	523,544.32	62.34
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TOTAL EXPENDITURES

1,644,570	1,644,570	0	50,727.24	409,715.50	489,962.00	744,892.50	0.00
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REVENUES OVER/ (UNDER)	EXPENDITURES (123,331) (123,331)	0	41,761.62	326,961.91 (489,962.00)	39,669.09	132.16
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*** END OF REPORT ***

BALANCE SHEET - UNAUDITED

AS OF: MAY 31ST, 2025

Item #3.

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	350,943.68
112.11.6001	INVESTMENTS-LOGIC	608,200.44
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	14,351.45)
113.27	PTC ACCTS RECEIVABLE (UB	72,199.66
113.27.1004	ACCTS REC-HARBOR OF REFU	1,013,928.00
113.29.1000	ACCOUNTS RECEIVABLE-MIS(	678.20)
116.01.0001	PREPAID INSURANCE	15,417.76
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,462,446.39
152.02.2000	ACCUM DEPRECIATION-BUIL(	924,215.47)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,796,040.80)
154.01.1000	MACHINERY & EQUIPMENT	24,707.00
154.02.2000	ACCUM DEPR-MACHINERY & (	14,570.52)
155.01.1000	CONSTRUCTION IN PROGRESS	100,951.67
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	3,168,908.42)

9,682,193.35

TOTAL ASSETS

9,682,193.35
=====
LIABILITIES
=====

207.21	CUSTOMER DEPOSIT	(50.00)
211.99	YMCA	(4.35)
212.30	ACCRUED VACATION	5,382.72
213.01	BOND PREMIUM (SERIES '18	68,969.89
215.90.1004	DEFERRED REV-HARBOR OF R	1,013,928.00
216.20.3006	BONDS PAYABLE-CURRENT	200,000.00
217.11	NL MARINA DEPOSITS	2,190.20
221.20	BONDS PAYABLE NON-CURREN	1,355,000.00

2,645,416.46

TOTAL LIABILITIES

2,645,416.46
FUND EQUITY/BALANCE
=====

320.07	ENCUMBRANCES	(685,012.30)
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BALANCE SHEET - UNAUDITED

AS OF: MAY 31ST, 2025

Item #3.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE	
320.08	RESERVE FOR ENCUMBRANCES	685,012.30
320.09	PRIOR YEAR ENCUMBRANCE	188,424.23
320.10	PRIOR YEAR RESERV/ENC (	188,424.23)
320.60	FUND BALANCE COMMITTED	90,552.00
320.65	NET INVEST. IN CAPITAL A	3,393,536.00
320.98	FUND BALANCE UNRESV	3,225,726.98
	TOTAL FUND EQUITY/BALANCE	6,709,814.98
	TOTAL REVENUES	736,677.41
	TOTAL EXPENSES	409,715.50
	EXCESS REVENUES OVER EXPENDITURES	326,961.91
	TOTAL LIABILITIES & FUND EQUITY/BALANCE	9,682,193.35

BALANCE SHEET - UNAUDITED

AS OF: MAY 31ST, 2025

Item #3.

210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE
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ASSETS

=====

111.21	CLAIM ON CONS CASH	(56,700.00)
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00
155.01.1000	CONSTRUCTION IN PROGRESS	40,200.00
		(14,000.00)

TOTAL ASSETS	(14,000.00)
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LIABILITIES

0.00

TOTAL LIABILITIES	0.00
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FUND EQUITY/BALANCE

Abstract

320.07	ENCUMBRANCES	(1,140,330.36)	
320.08	RESERVE FOR ENCUMBRANCES	1,140,330.36	
	TOTAL FUND EQUITY/BALANCE		0.00

TOTAL REVENUES	0.00
TOTAL EXPENSES	14,000.00

EXCESS REVENUES OVER EXPENDITURES	(14,000.00)
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TOTAL LIABILITIES & FUND EQUITY/BALANCE	(14,000.00)
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BALANCE SHEET - UNAUDITED

AS OF: MAY 31ST, 2025

Item #3.

310-08 PC DEBT SERVICE

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	34,838.64	
			34,838.64
			=====
	TOTAL ASSETS		34,838.64
			=====

LIABILITIES
=====

212.60	ACCRUED BOND INTEREST	3,824.00	
			3,824.00
			=====
	TOTAL LIABILITIES		3,824.00
			=====

FUND EQUITY/BALANCE
=====

320.01	FUND BAL-RSRV'D/DEBT SER	24,244.46	
320.10	PRIOR YEAR RESERV/ENC (	1,320.75)	
320.98	FUND BALANCE UNRESV	63,710.17	
	TOTAL FUND EQUITY/BALANCE		86,633.88
			=====
	TOTAL REVENUES	63,616.26	
	TOTAL EXPENSES	119,235.50	
			=====
	EXCESS REVENUES OVER EXPENDITURES	(55,619.24)	
			=====
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		34,838.64
			=====

BALANCE SHEET - UNAUDITED

AS OF: MAY 31ST, 2025

Item #3.

322-SERIES 2018 DEBT SERVICE

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	(45,925.00)	
			(45,925.00)
			=====
	TOTAL ASSETS		(45,925.00)
			=====

LIABILITIES
=====

212.60	ACCRUED INTEREST PAYABLE	7,068.00	
			7,068.00
			=====
	TOTAL LIABILITIES		7,068.00
			=====

FUND EQUITY/BALANCE
=====

320.98	FUND BALANCE	(6,818.99)	
	TOTAL FUND EQUITY/BALANCE	(6,818.99)	
			=====

TOTAL REVENUES	66,888.49
TOTAL EXPENSES	113,062.50
	=====

EXCESS REVENUES OVER EXPENDITURES	(46,174.01)
	=====

TOTAL LIABILITIES & FUND EQUITY/BALANCE	(45,925.00)
	=====

Port Commission Snapshot

	March	April	May	FYTD	
City Harbor					
Revenue	\$ 11,222.60	\$ 12,860.21	\$ 12,797.60	\$ 96,367.00	
Expenses	\$ 5,858.60	\$ 2,216.91	\$ 4,364.40	\$ 22,138.87	
Gain / (Loss)	\$ 5,364.00	\$ 10,643.30	\$ 8,433.20	\$ 74,228.13	
Harbor of Refuge					
Revenue	\$ 42,521.08	\$ 40,911.21	\$ 56,701.42	\$ 346,715.10	
Expenses	\$ 16,576.90	\$ 10,789.81	\$ 20,884.41	\$ 100,350.48	
Gain / (Loss)	\$ 25,944.18	\$ 30,121.40	\$ 35,817.01	\$ 246,364.62	
Nautical Landings					
Revenue	\$ 15,413.58	\$ 14,496.58	\$ 14,015.64	\$ 114,902.01	
Expenses	\$ 16,177.33	\$ 12,074.72	\$ 24,472.51	\$ 133,131.47	
Gain / (Loss)	\$ (763.75)	\$ 2,421.86	\$ (10,456.87)	\$ (18,229.46)	
Smith Harbor					
Revenue	\$ 1,484.86	\$ 1,484.86	\$ 1,484.86	\$ 11,878.88	
Expenses	\$ 549.38	\$ 510.96	\$ 1,005.92	\$ 9,176.69	
Gain / (Loss)	\$ 935.48	\$ 973.90	\$ 478.94	\$ 2,702.19	
Interest Income	\$ 2,719.79	\$ 2,366.62	\$ 2,489.34	\$ 20,430.42	
Property Tax Revenue	\$ -	\$ -	\$ -	\$ 116,184.00	
Grant Revenue	\$ -	\$ -	\$ 5,000.00	\$ 30,200.00	
Total Gain / (Loss)	\$ 34,199.70	\$ 46,527.08	\$ 41,761.62	\$ 471,879.91	\$ 736,677.41

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

Cash Profit and Loss Statement

	March	April	May	FYTD
City Harbor				
Dock Lease	\$ 11,222.60	\$ 12,860.21	\$ 12,797.60	\$ 96,326.04
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ 40.96
Total City Harbor	\$ 11,222.60	\$ 12,860.21	\$ 12,797.60	\$ 96,367.00
Harbor of Refuge				
Tariffs				
Oil	\$ 5,824.43	\$ 5,402.27	\$ 4,578.29	\$ 38,425.88
Fertilizer	\$ 6,013.56	\$ 11,825.85	\$ 9,627.43	\$ 53,514.26
Oyster	\$ -	\$ -	\$ -	\$ -
Rentals				\$ -
Daily Dock Rental	\$ 7,500.00	\$ 500.00	\$ 19,250.00	\$ 72,125.00
Dock Rentals	\$ -	\$ -	\$ -	\$ -
Dock Leases	\$ 22,183.09	\$ 22,183.09	\$ 22,245.70	\$ 174,649.96
Railroad Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Harbor of Refuge	\$ 42,521.08	\$ 40,911.21	\$ 56,701.42	\$ 346,715.10
Nautical Landings				
Dock Rent	\$ 31.50	\$ 204.75	\$ -	\$ 488.25
Dock Lease	\$ 6,467.90	\$ 6,150.80	\$ 5,948.50	\$ 50,795.58
Building Lease	\$ 8,798.14	\$ 7,998.14	\$ 7,998.14	\$ 62,897.97
Building Rentals	\$ -	\$ -	\$ -	\$ -
Washer-Dryer	\$ -	\$ 120.00	\$ -	\$ 289.50
Miscellaneous	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ 116.04	\$ 22.89	\$ 69.00	\$ 430.71
Auction Proceeds	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 15,413.58	\$ 14,496.58	\$ 14,015.64	\$ 114,902.01
Smith Harbor				
Rent	\$ 1,484.86	\$ 1,484.86	\$ 1,484.86	\$ 11,878.88
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Smith Harbor	\$ 1,484.86	\$ 1,484.86	\$ 1,484.86	\$ 11,878.88
Interest Income	\$ 2,719.79	\$ 2,366.62	\$ 2,489.34	\$ 20,430.42
Property Tax Revenue	\$ -	\$ -	\$ -	\$ 116,184.00
Grant Revenue	\$ -	\$ -	\$ 5,000.00	\$ 30,200.00
Total Income	\$ 73,361.91	\$ 72,119.48	\$ 92,488.86	\$ 736,677.41

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

Cash Profit and Loss Statement

Item #3.

	March	April	May	FYTD	
City Harbor					
Overhead Allocation	\$ 2,383.60	\$ 2,216.91	\$ 4,364.40	\$ 18,663.87	
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -	
R&M Building	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 3,475.00	\$ -	\$ -	\$ 3,475.00	
Total City Harbor	\$ 5,858.60	\$ 2,216.91	\$ 4,364.40	\$ 22,138.87	
Harbor of Refuge					
Overhead Allocation	\$ 11,204.45	\$ 10,420.90	\$ 20,515.50	\$ 87,732.15	
Electricity	\$ 372.45	\$ 368.91	\$ 368.91	\$ 2,618.33	
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 5,000.00	\$ -	\$ -	\$ 10,000.00	
Total Harbor of Refuge	\$ 16,576.90	\$ 10,789.81	\$ 20,884.41	\$ 100,350.48	
Nautical Landings					
Overhead Allocation	\$ 4,597.10	\$ 4,275.62	\$ 8,417.35	\$ 35,995.82	
Cable & Internet	\$ 217.61	\$ 133.56	\$ -	\$ 901.43	
R&M Building	\$ 4,790.50	\$ 1,175.00	\$ -	\$ 19,207.50	
R&M Infrastructure	\$ -	\$ -	\$ 1,747.84	\$ 2,538.32	
R&M Furniture & Equip	\$ 655.14	\$ -	\$ -	\$ 1,423.29	
Cleaning & Janitorial	\$ 870.04	\$ 800.40	\$ 699.72	\$ 5,497.68	
Lighting & Decoration	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 1,043.94	\$ 519.75	\$ 4,548.94	\$ 24,969.34	
Windstorm Insurance	\$ -	\$ -	\$ 6,640.83	\$ 21,196.52	
Flood Insurance	\$ -	\$ 2,380.00	\$ -	\$ 2,380.00	
Electricity	\$ 2,679.10	\$ 2,345.35	\$ 1,362.79	\$ 13,078.41	
Telephone	\$ 532.45	\$ 199.10	\$ 147.70	\$ 1,620.95	
Water	\$ 791.45	\$ 245.94	\$ -	\$ 3,414.87	
Landscaping	\$ -	\$ -	\$ -	\$ -	
R&M Improvement OTB	\$ -	\$ -	\$ 907.34	\$ 907.34	
Total Nautical Landings	\$ 16,177.33	\$ 12,074.72	\$ 24,472.51	\$ 133,131.47	
Smith Harbor					
Overhead Allocation	\$ 549.38	\$ 510.96	\$ 1,005.92	\$ 4,301.69	
Contracted Services	\$ -	\$ -	\$ -	\$ 4,875.00	
Total Smith Harbor	\$ 549.38	\$ 510.96	\$ 1,005.92	\$ 9,176.69	
Total Expenses	\$ 39,162.21	\$ 25,592.40	\$ 50,727.24	\$ 264,797.50	
Operating Cash Flow	\$ 34,199.70	\$ 46,527.08	\$ 41,761.62	\$ 471,879.91	
CE- Land & Improvements	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
CE - Buildings	\$ -	\$ -	\$ -	\$ 9,750.00	
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -	
Dredging	\$ -	\$ -	\$ -	\$ -	
Transfer Out Fund 310	\$ -	\$ -	\$ -	\$ 63,280.00	
Transfer Out Fund 322	\$ -	\$ -	\$ -	\$ 66,888.00	
Net Cash Flow	\$ 34,199.70	\$ 41,527.08	\$ 41,761.62	\$ 326,961.91	\$ 409,715.50

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

PORT COMMISSION MONTHLY OVERHEAD

Personnel Services	\$	12,196.94
Office	\$	196.60
Travel & Training		
Fuel		
General safety and tools		
Non -Capitalized Assets	\$	1,335.86
Dues & Subscriptions		
Audit Fees		
Health & Fitness		
Legal - Regular	\$	1,583.75
General Liability Ins.		
R & M Vehicles	\$	17,260.33
Vehicle Leases	\$	(130.39)
Administrative costs	\$	1,860.08
Total	\$	<u>34,303.17</u>

	% allocation	Allocation amount
City Harbor	12.72%	\$ 4,364.40
Harbor of Refuge	59.81%	\$ 20,515.50
Nautical Landings	24.54%	\$ 8,417.35
Smith Harbor	2.93%	\$ 1,005.92
	100.00%	\$ 34,303.17

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets

	As of 3/31/2025	As of 4/30/2025	As of 5/31/2025
Ending Cash	\$ 284,252.04	\$ 347,000.93	\$ 350,943.68
Inventments Logic	\$ 603,715.95	\$ 605,924.65	\$ 608,200.44
Fund 210 Port Projects	\$ (52,700.00)	\$ (56,700.00)	\$ (56,700.00) *1
Debt Service Funds (310 & 322)	\$ (11,123.30)	\$ (11,107.45)	\$ (11,086.36)
Total Ending Cash Assets	\$ 824,144.69	\$ 885,118.13	\$ 891,357.76

Current Encumbrances

PO#	Task Order	Contractor	Project Description	Ordered	Received	Outstanding
25-00042		Victoria Engineering	Downtown WaterFront Public Access	\$ 75,000.00	\$ 30,200.00	\$ 44,800.00
25-00036		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 24,000.00	\$ 16,000.00
25-00102		Derrick Construction	NL Boat Ramp Breakwater Repair	\$ 445,162.00	\$ -	\$ 445,162.00
Total						\$ 60,800.00

Budgeted Capital Improvement Projects

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

Remaining Bond Payments

1 FY 24/25 Remaining Bond Payments						\$ 28,438.00
Total						\$ 28,438.00

*1 This amount represents the negative fund balance in Fund 210 to be reimbursed by Fund 504. This amount includes Engineering for Breakwater for \$40,000, and CDBG- MIT application of \$30,400 that has been fully paid. We received reimbursement of \$120,000 for the EDA Grant on 04/25/2023 which reduced the negative fund balance in Fund 210.

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

FUND : 504-PORT & HARBORS FUND

PERIOD TO USE: May-2025 THRU May-2025

DEPT : N/A

SUPPRESS ZEROS

ACCOUNTS: 111.21 THRU 112.11.6001

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/PO/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====	Item #3.
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111.21

CLAIM ON CONS CASH

B E G I N N I N G B A L A N C E

346,916.06

5/01/25	4/09	R00391	DEPOSIT-DRAFTS	00132	PAYMENT				9,218.19	356,134.25	
5/01/25	4/24	U35553	DEPOSIT	36658	DRAFT POSTING				3,406.10	359,540.35	
5/01/25	5/02	R00431	DEPOSIT	13945	BIG BEAR & SEAFOOD LLC				3,578.02	363,118.37	
5/01/25	5/02	U35593	DEPOSIT	13945	DAILY RECEIPT POSTING				342.30	363,460.67	
5/01/25	5/05	U35611	M-UTILITY SYS	36720	DEMAND DEP-RTN				279.30CR	363,181.37	
5/01/25	5/15	R00495	DEPOSIT	00161	PAYMENT				747.49	363,928.86	
5/01/25	5/01	A49761	TRANSFER	11684	504-703 A/P REIMBURSEMEN				710.62CR	363,218.24	
5/02/25	5/05	R00435	DEPOSIT	00147	PAYMENT				6,063.90	369,282.14	
5/02/25	5/05	R00436	DEPOSIT	13954	PAYMENT				2,500.39	371,782.53	
5/02/25	5/05	U35602	DEPOSIT	13944	DAILY RECEIPT POSTING				241.50	372,024.03	
5/05/25	5/06	R00437	DEPOSIT	13962	PAYMENT				2,881.13	374,905.16	
5/05/25	5/06	U35614	DEPOSIT	13962	DAILY RECEIPT POSTING				828.45	375,733.61	
5/06/25	5/07	U35620	DEPOSIT	13965	DAILY RECEIPT POSTING				583.80	376,317.41	
5/06/25	5/06	A49773	TRANSFER	11687	504-703 A/P REIMBURSEMEN				4,437.70CR	371,879.71	
5/07/25	5/08	U35631	DEPOSIT	13963	DAILY RECEIPT POSTING				228.90	372,108.61	
5/08/25	5/09	C50356	DEPOSIT	13972	DAILY CASH POSTING 5/08/2025				5,000.00	377,108.61	
5/08/25	5/09	U35638	DEPOSIT	13972	DAILY RECEIPT POSTING				241.50	377,350.11	
5/08/25	5/08	A50065	TRANSFER	11690	504-703 A/P REIMBURSEMEN				3,609.39CR	373,740.72	
5/09/25	5/12	R00443	DEPOSIT	00152	PAYMENT				1,575.00	375,315.72	
5/09/25	5/12	R00444	DEPOSIT	13981	THE PORT LAVACA WAVE RENT				967.50	376,283.22	
5/12/25	5/13	R00449	DEPOSIT	13984	PAYMENT				759.00	377,042.22	
5/14/25	5/15	U35668	DEPOSIT	13992	DAILY RECEIPT POSTING				133.35	377,175.57	
5/19/25	5/20	U35688	DEPOSIT	14007	DAILY RECEIPT POSTING				441.00	377,616.57	
5/19/25	5/19	A50085	TRANSFER	11703	504-703 A/P REIMBURSEMEN				4,572.06CR	373,044.51	
5/20/25	5/20	B50458	Misc 000000	21390	RECORD TWIA PAYMENT		JE# 029923		21,262.32CR	351,782.19	
5/22/25	5/23	U35705	DEPOSIT	14019	DAILY RECEIPT POSTING				226.80	352,008.99	
5/22/25	5/22	A50499	TRANSFER	11712	504-703 A/P REIMBURSEMEN				26,420.00CR	325,588.99	
5/23/25	5/27	B50493	Misc 000000	21400	HELENA TARRIFF PMT - APRIL		JE# 029932		9,627.43	335,216.42	
5/27/25	5/28	C50496	DEPOSIT	14034	DAILY CASH POSTING 5/27/2025				5,078.29	340,294.71	
5/27/25	5/27	A50564	TRANSFER	11715	504-703 A/P REIMBURSEMEN				3,187.18CR	337,107.53	
5/28/25	5/29	R00501	DEPOSIT	14037	PAYMENT				1,770.00	338,877.53	
5/28/25	5/29	R00503	DEPOSIT	00169	ACH PAYMENT				10,426.89	349,304.42	
5/29/25	5/30	R00504	DEPOSIT	14041	CHECK				2,500.39	351,804.81	
5/29/25	5/30	U35739	DEPOSIT	14036	DAILY RECEIPT POSTING				176.40	351,981.21	
5/30/25	6/02	U35745	DEPOSIT	14050	DAILY RECEIPT POSTING				609.00	352,590.21	
5/31/25	6/03	B50538	Misc 000000	21409	INTEREST EARNED		JE# 029942		213.55	352,803.76	
5/31/25	6/03	B50545		21407	ADMINISTRATIVE FEES		JE# 029939		766.75	353,570.51	
5/31/25	6/03	B50545		21407	ADMINISTRATIVE FEES		JE# 029939		22,551.17	376,121.68	
5/31/25	6/03	B50545		21407	ADMINISTRATIVE FEES		JE# 029939		25,178.00CR	350,943.68	
=====				MAY ACTIVITY	DB:	93,684.19	CR:	89,656.57CR	4,027.62		

112.11.6001

INVESTMENTS-LOGIC

B E G I N N I N G B A L A N C E

605,924.65

COMMUNICATION

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

INFORMATION:

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

A) City Harbor**B) Nautical Landings Building**

- 1) Working on a scope to replace six big windows south end front of building, identify availability windstorm regulations.

C) Nautical Landings Marina

- 1) Horizon Environmental has been onsite 14 times since the last PC meeting.
- 2) Water usage May 10 – June 10 **693 gallons** received minimum bill \$42.80
- 3) 2 May 2025 preconstruction meeting with Derrick Construction (Breakwater). They should be onsite by the end of May.

12 June 2025 spoke with Dylan with Derrick Construction they will not be on-site until after the 4th July.

D) Smith Harbor

- 1) Move six power poles off the bulkhead.
- 2) 28 March 2025 received USACE permit.

E) Harbor of Refuge

- 1) 7 August 2024 LCI delivering material from Alamo Heights road project.

F) To Do List - Raymond Butler

COMMUNICATION

SUBJECT: DISCUSS/REVIEW NEW ONE YEAR BOAT SLIP LEASE FOR POOR BOY'S BAIT IN SMITH HARBOR.

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **MAY 27, 2025**

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

TENANT

Company name & address POOR BOY BAIT STAND

C/O AUSENCIO REYNA

400 E. LIVE OAK STREET

PORT LAVACA, TX 77979

Home office address 2112 W. AUSTIN ST.

PORT LAVACA, TX 77979

Contact #s Ausencio Reyna 361-746-0077 cell

Local responsible party Ausencio Reyna

Contact #, email _____

Emergency contact Rosa Reyna (sister) 979-779-3176

PREMISES

50' X 20' BOAT SLIP IN SMITH HARBOR adjacent to Poor Boy Lease
(Exact location to be approved by Harbor Master)

TERM

Commencement Date MAY 01, 2025

Termination Date APRIL 30, 2026

Monthly Rate Commercial Vessel Dockage Rate as set

In the City's adopted fee schedule; currently \$300/month

Option: None

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

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of May 1, 2025 (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as "City"), and **AUSENCIO REYNA DBA POOR BOY BAIT STAND** (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Tenant desires to lease ONE (1) BOAT SLIP owned by City, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, City intends to lease to Tenant a BOAT SLIP located at Smith Harbor, City of Port Lavaca, Texas, identified as "3rd Boat Slip for Poor Boy Bait Stand", consisting of 50' x 20' adjacent to the 0.09 ac leased tract of Poor Boy Bait;

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

“Force Majeure” shall mean acts of God;

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

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

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

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

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

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

"Permitted Use" shall mean the operation of Tenant's business, Poor Boy Bait Stand, the storage of materials and equipment, dockage/loading/unloading of up to two (2) shrimp boats and use of any agreed upon City-owned property for public parking, and including use of the transportation infrastructure access to any other easements or public highways.

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

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

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

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

Article 2. Leased Premises.

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

Article 3. Term.

Section 3.01. This lease is for a term of ONE (1) year commencing on the first day of May 2025 and continuing until April 30, 2026. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 Below.

Article 4. Use.

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

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

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

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and

Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

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

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

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

Section 4.07. INDEMNIFICATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES, COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING

CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

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

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

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent in the amount equal to the published City's Commercial Vessel Dockage rate beginning May 1, 2025 and on the first (1st) day of each month thereafter during the term of this Lease.

Section 5.02. Wharfage Rates and Charges/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities.

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

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

Section 5.05. Other Charges: Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed,

assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the “Charges”) during the Lease term.

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

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

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

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

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

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such **non-permanent** Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant’s cost, expense and liability. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City’s election (i) Tenant’s rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled

to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

Section 6.04. Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **"AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises.

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

Section 6.06. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the

Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

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

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

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

Article 9. Transfer by Tenant.

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

Section 9.02. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien,

security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

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

Article 11. Insurance.

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

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

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, , AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS,

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

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL

INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

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

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

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

(b) If a casualty loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Tenant for the damages arising from such casualty shall be distributed and paid directly to the Party actually performing the restoration of the Leased Premises under Sections 6.01 and 13.01(a), as interest may appear, for all damages to the Leased Premises or for costs incurred for the restoration of the Leased Premises to its unimproved condition as provided in Section 6.01.

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

Article 14. Condemnation.

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

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

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

Article 15. Quiet Enjoyment. Tenant, on paying the Rent and all other sums called for herein and performing all of Tenant's other obligations contained herein, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the Term subject to the provisions of this Lease. City agrees to warrant and forever defend Tenant's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under City (but not otherwise), subject to the provisions of this Lease, all matters of record in the Official Records of Calhoun County, Texas, and any unrecorded easements or licenses executed by City to the extent the foregoing are validly existing and applicable to the Leased Premises.

Article 16. Default.

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

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

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

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

Section 16.04. City's Right of Reentry Upon Default. At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money

or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

Article 17. Right of Reentry.

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

Article 18. Miscellaneous.

Section 18.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute independent unconditional obligations to be performed at the times specified hereunder, regardless of any breach or default by City hereunder. Tenant shall have no right to claim any nature of lien against the Leased Premises or to withhold, deduct from or offset against any Rent or other sums to be paid to City by Tenant.

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

Section 18.03. Assignment by City. City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or

this Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

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

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

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

Section 18.07. Public Disclosure. City is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and as such City is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by City as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose City (or any party acting by, through or under City) to any claim, liability or action by Tenant.

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

notice given in any other manner shall be effective only upon receipt by the intended addressee. For the purposes of notice and/or billing, the address of

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

- (b) Tenant shall be:
 AUSENCIO REYNA
 DBA POOR BOY BAIT STAND
 400 E. Live Oak Street
 Port Lavaca, Texas 77979

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

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

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be

appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

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

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

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

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

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

[Signatures follow on Next Page]

EFFECTIVE May 1, 2025 and EXECUTED this ____ day of June, _____.

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

TENANT

By: _____

Name: Ausencio Reyna

Title: Owner

PERSONAL GUARANTY OF LEASE
(JOINT AND SEVERAL)

In consideration of and as an inducement to landlord to enter into that certain lease dated _____ (“lease”) between City of Port Lavaca (“Landlord”) and _____ (“tenant”) in reliance on this guaranty, _____ (“guarantors”),

jointly and severally unconditionally guarantee the due and punctual payment of all rent, both basic and additional, if any (as defined in the lease), and all other amounts due (including interest and penalties) and to be paid by tenant pursuant to the lease and the performance by tenant of all the terms, conditions, covenants, and agreements of the lease, and guarantors jointly and severally agree to pay all of landlord's costs, expenses, and reasonable attorney's fees incurred in enforcing the covenants and agreements of tenant in the lease or incurred by landlord in enforcing this guaranty.

Guarantors waive notices of the acceptance of this agreement, presentment, protest, notice of protest, and any and all demands for performance or any and all notices of nonperformance which might otherwise be a condition precedent to the liability of guarantor under this guaranty, and guarantors covenant and agree that landlord may proceed directly against guarantors, or any of them individually or in any combination, without first proceeding or making claim or exhausting any remedy against tenant or pursuant to any particular remedy or remedies available to landlord.

Guarantors jointly and severally covenant and agree that, without releasing, diminishing, or otherwise affecting the liability of guarantors under this guaranty, or the performance of any obligation contained in this guaranty, and without affecting the rights of landlord, landlord may, at any time and from time to time, and without notice to or further consent of any guarantor: (a) make any agreement extending or reducing the term of the lease or otherwise altering the terms of payment of all or any part of the rent, or granting any indulgences with respect to the term of lease or payment or modifying or otherwise dealing with the lease; (b) exercise or refrain from exercising or waiving any right landlord might have; (c) accept security of any kind from tenant; (d) consent to any assignment or subletting in accordance with the lease by tenant, its successors, and its assigns, made with or without notice to guarantor; (e) consent to a changed or different use of the leased premises (as defined in the lease); and (f) release, elect not to exercise any right it may have with respect or settle to any guarantor without affecting landlord's rights as against any other guarantor.

Guarantors agree that in the event of any one of the following: (a) tenant shall become insolvent or shall be adjudicated a bankrupt; (b) tenant shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code; (c) such a petition filed by creditors of tenant shall be approved by a court; (d) tenant shall seek a judicial readjustment of the rights of its creditors under any

present or future federal or state law; or (e) a receiver of all or part of its property and assets is appointed by any state or federal court, and in any such proceeding the lease shall be terminated or rejected or the obligations of tenant under the lease shall be modified, then guarantors will immediately pay to landlord, or its successors or assigns (1) an amount equal to all rent accrued to the date of such termination, rejection or modification, plus (2) an amount equal to the then cash value of all rent which would have been payable under the lease for the unexpired portion of the term thereby demised, together with interest on the amounts designated (1) and (2) above at the highest rate then payable in the state in which the leased premises are located or, in the absence of such a maximum rate, at the rate of eighteen percent (18%) per annum from such termination, rejection or modification to the date of payment.

Neither Guarantors' obligations to make payment in accordance with the terms of this agreement nor any remedy for the enforcement of the agreement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of tenant or its estate in bankruptcy or of any remedy for the enforcement thereof resulting from the operation of any present or future provision of the federal Bankruptcy Act or from the decision of any court.

This guaranty of lease shall be binding upon the successors and assigns of the guarantors and each of them and inure to the benefit of the successors and assigns of the landlord (including any assignee of the lease, which may be assigned as additional security for a loan).

Guarantors have caused this agreement to be executed _____.

Guarantor