



REGULAR PORT COMMISSION MEETING

Tuesday, October 18, 2022 at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting TUESDAY, OCTOBER 18, 2022 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/83961910313?pwd=RWdEQWNwUE5hSVJpckkZYmp0Q1R1UT09>

Meeting ID: 839 6191 0313

Passcode: 765401

One Tap Mobile

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

Dial by your location

+1 346 248 7799 US (Houston)

CALL TO ORDER

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

CONSENT AGENDA

1. CONDUCT ELECTION OF SECRETARY AND TAKE ANY ACTION DEEMED NECESSARY.
2. APPROVAL OF MINUTES
 - a) MINUTES OF SEPTEMBER 20, 2022 - REGULAR MEETING.
3. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT.

REPORTS

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

ACTION ITEMS: RECEIVE STATUS REPORTS

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

7. ACTION ITEM - RECEIVE HARBOR MASTER'S OPERATIONS,
PROMOTION/DEVELOPMENT ACTIVITY REPORT

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

ACTION ITEMS: RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

8. DISCUSS NEW LEASE FOR BAY LIMITED, EFFECTIVE NOVEMBER 1, 2022.

9. DISCUSS LEASE OF TRACT 3, 11 AND 12 AT HARBOR OF REFUGE.

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

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

- FOR CONSULTATION WITH CITY ATTORNEY ON A MATTER IN WHICH
THE DUTY OF THE ATTORNEY TO THE PORT COMMISSION, UNDER THE
TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE
BAR OF TEXAS, CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT, IN
ACCORDANCE WITH TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE
TEXAS GOVERNMENT CODE
- 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

12. RETURN TO OPEN SESSION AND TAKE ANY ACTION NECESSARY ON ITEM
DISCUSSED IN CLOSED SESSION.

COMMENTS

13. COMMENTS FROM THE 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, October 18, 2022**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, October 14, 2022**.

_____/s/ Rachel Garza_____.

Rachel Garza, *Administrative Assistant*

ADA NOTICE

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

COMMUNICATION

SUBJECT: APPROVAL OF MINUTES a) MINUTES OF SEPTEMBER 20, 2022 -
REGULAR MEETING.

INFORMATION:



REGULAR PORT COMMISSION MEETING

Tuesday, September 20, 2022 at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

MINUTES

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

On this the 20th day of September 2022, the Port Commission of the City of Port Lavaca, Texas, convened in regular session at 10:00 a.m. in the regular meeting place in City Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

ROLL CALL:

David Roberts	Commissioner / Secretary
Mike McGuire	Commissioner
Sue Traylor*	Commissioner
Michael Kovarek	Commissioner
Jamie O'Neil	Commissioner
Larry Nichols	Commissioner

And with the following Chairman / Commissioner absent:

Alex Davila	Chairman
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*Traylor arrived 10:08 a.m. during agenda #3.

CALL TO ORDER:

Commissioner Roberts called the meeting to order and presided at 10:00 a.m.

CONSENT AGENDA

1. APPROVAL OF MINUTES

a) MINUTES OF AUGUST 16, 2022 - REGULAR MEETING

Motion made by Commissioner McGuire

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

THAT, the minutes of the Port Commission regular meeting held on September 20, 2022, are hereby approved.

Seconded by Commissioner Kovarek.

Motion passed by the following vote:

Voting Aye:

David Roberts, Mike McGuire, Larry Nichols, Michael Kovarek and Jamie O'Neil.

Voting Nay: None

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

- A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet dated September 20, 2022.

Motion made by Commissioner McGuire

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

THAT, the Harbor Master's Inspection Report of the Port Commission regular meeting held on September 20, 2022, are hereby approved.

Seconded by Commissioner Kovarek.

Motion passed by the following vote:

Voting Aye:

David Roberts, Mike McGuire, Larry Nichols, Michael Kovarek and Jamie O'Neil.

Voting Nay: None

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

- Tariff Report
- Account Aging Report
- Payment Report
- Revenue and Expenditure Report
- Balance Sheet
- Profit and Loss Cash Flow Report

- A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet dated September 20, 2022.

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

We are getting closer to getting the go ahead to bid this project. This past Monday, TPWL contacted us to assure us that the project is moving through their process. They acknowledged that we are a "unique case" where they are going to have to move through the steps differently than normal, but it is moving. Unfortunately, they have not been able to provide me a timeline other than they are working on it.

As a reminder, the plans and specs are complete and were submitted to TPWL well over a year ago. Clearly, we may need to have Matt update his submittal to TPWL once they say they are ready to receive it.

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

I have attached a copy of a Progress Report Update from Mott McDonald dated 9/2/2022. We heard from TCEQ on 9/12 that they are expecting award of the funds within a few days and will be sending out a draft contract soon. Susan had a meeting with TCEQ regarding procurement processes and is working to get requested information submitted to them soon.

c) Task staff to prepare study report on RLB Lease - Presenter Alex Davila**5. ACTION ITEM - RECEIVE STATUS REPORTS ON SPECIAL PROJECTS****a) Status report regarding TCEQ inspection in June 2022 of Tract 17 and 17A
- Presenter Jody Weaver**

We have not received a response from TCEQ since our submittal on June 7, 2022, in response to their records request. Due to the amount of rain, we've had, Urban Surveying has not had a chance to perform a topographic survey of the area of concern in Tract 17A. Axis Demolition is scheduled to remove and dispose of the wood mats, plastic, and metal debris next week, weather permitting.

Because of the opportunity to use CDBG-MIT funds for a project to stabilize the shoreline where these trash cells have been exposed due to erosion, Mott McDonald is already the selected engineer for our CDBG-MIT projects. Once this funding is certain, I will get a proposal from them to prepare a design, cost estimates and bid documents for this project.

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

We received the attached Request for a Drinking Water Survey from TCEQ on August 29, requesting an immediate written response to commit to compliance. I drafted the attached letter and sent it on August 31.

I have contracted with CRG Environmental to prepare the Drinking Water Survey and submit on or before the due date of September 28, 2022. John Hogue with CRG sent me a draft copy of the submittal today for review and so it will be submitted prior to September 28. We wait for a response from TCEQ.

**c) Discuss grant opportunities: CDBG-MIT and Matagorda Bay Mitigation Trust –
Presenter Jody Weaver**

(A) You may recall that in 2021 we had made application for CDBG-Mitigation dollars to fund drainage improvements and shoreline protection for the Corporation Ditch. We lost that competition for funding by one point in scoring. We were told that there would be a second "bucket" of funds available this fall.

Attached is a letter from the Golden Crescent Regional Planning Commission explaining about the proposed allocation of over \$80M to the GCRPC region. We are slated to receive \$8.33M, but the allocation will not be final until after the public comment period which ends on October 14.

There is a public hearing at the Bauer Community Center Monday night, September 19 at 6 pm. For more information you can go to www.gcrpc.org

I will be in attendance to obviously support the proposed allocation. Tentatively we would look to utilize these grant funds for 1) Drainage improvements to the Corporation Ditch drainage basin (we already have Mott McDonald performing a drainage study to identify projects to improve drainage) and 2) shoreline protection at the Harbor of Refuge where the trash cells are exposed.

- (B) The Matagorda Bay Mitigation Trust has issued a call for proposals due on October 17, 2022. I am working on a proposal for funding to help with the Harbor of Refuge shoreline protection projects plus a second proposal to construct an extension to the bulkhead/sidewalk at Scully's to begin the walkway ultimately to the Veterans Memorial, provide access to the beach area there for kayaking and parking improvements with the overall purpose of providing improved public access to the shoreline

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

a) City Harbor

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

b) Nautical Landings Building

- Testengeer is working on engineering a scope of work for the electrical upgrades to go out for bids.

c) Nautical Landings Marina

- Matt Estes City Attorney awaiting probate.
- Abandon boat - In process of auctioning boat.
- Horizon Environmental has been onsite 17 times since last PC meeting.

d) Smith Harbor

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

e) Harbor of Refuge

- Axis Demolition should be on sight the week of the September 19th to start the clean up & disposal of the debris.

ACTION ITEMS: RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

7. DISCUSS NEW LEASE FOR EDWARD JONES & CO., EFFECTIVE SEPTEMBER 1, 2022.

At the Regular Council meeting on September 12, City Council considered the recommendation of the Port Commission in regard to a new lease agreement with Edward Jones. As you recall, I emailed to all Port Commissioners, a copy of the memo that was presented to Council in their packet. I have copied that below for your quick reference.

After discussing the nearly 20-year positive relationship with Edward Jones, the security of having a guaranteed known revenue source for 5 years, and the City Attorney's approval of the document language and format, Council took the following action:

Approved a 5-year lease as presented (no option for renewal) with a starting Year 1 rent of \$1,092.00 + \$135.00 in utilities, with the rent amount increasing by **4%** in each of years 2 through 5. The utilities charges are subject to increase with the increase to the Kw/hr that the city pays for electricity or with an increase to the base water and/or sewer rates.

8. DISCUSS LEASE OF TRACT 3, 11 AND 12 AT HARBOR OF REFUGE.

Status of current leaseholders:

Due to nonpayment of the agreed upon amount per the settlement agreement, written notice was provided to the leaseholders on September 7, providing 10 days to cure this payment default.

The settlement agreement states, "Should the Debtors fail to cure such payment default by the cure deadline, the automatic stay shall terminate as to the Property and the City shall be immediately authorized to pursue its state law and contractual rights to the Property including eviction proceedings".

The deadline for payment is Saturday, September 17. We have in fact THIS FRIDAY AFTERNOON received payment of the post petition amount owed through August 31st. As of 4:20 pm we have not received the payment for September's rent which is also due. If an EFT does not show up for September's rent in the bank by Monday morning, we will place our own locks on the property Monday and consult with Casey Cullen to begin eviction proceedings.

If we do receive the September month's payment, the next payment due date is October 1. If payment is not received then, we will submit notice on Monday, October 3 which will provide another deadline of October 13.

Encore has expressed interest in leasing Tract 3 once we regain possession of the property. There is no requirement to readvertise for proposals, if the Port Commission would prefer to negotiate a lease with Encore, in consideration of the proposal they submitted last year. They have informed us that they have purchased much of the equipment that is presently stored on the Tract 3 dock. I have already mentioned to them that the minimum rent amount will be greater than what it was in January of 2022.

We have had not had any interest in a lease of Tract 11 or 12.

Motion made by Commissioner McGuire

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

THAT, tracks 3, 11, and 12 at the Harbor of Refuge have a set bid in the amount of Four Thousand dollars (\$4000.00) minimum and combine the properties.

Motion died due to lack of a second.

Motion made by Commissioner Nichols

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

THAT, in accordance with recommendation of staff, Port Commission hereby authorizes Jody Weaver, Interim City Manager to discuss with Encore and update the Commissioners at the next Regular Port Commission meeting of their proposal.

Seconded by Commissioner Traylor.

Motion passed by the following vote:

Voting Aye:

David Roberts, Sue Traylor, Larry Nichols, Michael Kovarek and Jamie O'Neil.

Voting Nay: Mike McGuire

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

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

I checked with the Fire Chief and we need to provide a 20 ft wide access easement for fire access across Tract 9 for tract 10.

With direction on a minimum rent amount and a minimum/maximum acceptable number of years for the lease for Tracts 9 and 9A, we can begin advertising for proposals for these tracts on September 28 with proposals due on October 13 prior to the next Port Commission meeting. Alternatively, we can negotiate with the company that has approached Jim a few times recently about leasing this Tract. There is no requirement to advertise for tenant for these leases. The Port Commission has done that on occasion in the past in order to establish a market rate.

Prestige Oysters is currently leasing 330 linear feet of Tract 10. Their lease expires on February 28, 2024. A recent review of their lease revealed that the lease payments were not increased per the MCI in March of 2021 or March of 2022. We are in the process of working with Prestige to get that rectified and up to date.

Below are some photos taken of the south end of Tract 10 on September 16. Jim is going to get with Prestige to have them get their leased area mowed.

Commissioner Roberts announced this agenda item will be tabled until next Regular Port Commission Meeting – October 18, 2022.

Agenda Item Discussed.

No Action Taken.

10. DISCUSS LEASE FOR PORT LAVACA PLUMBING SUITE 1D.

Port Lavaca Plumbing has notified us that they would like to continue to rent Suite 1D, however the notification did not come in time to consider an extension to the existing lease. Therefore we are looking at a new lease agreement with Port Lavaca Plumbing for the Suite. The terms on their current lease is \$450.00/month.

We are suggesting a new monthly rent rate of \$481.50 (7% increase) with the option of 1 additional year with an increase per the MCI (with or without a minimum or maximum). Rick Lewis has agreed to this.

Note: last year we had not included the square footage of the closet in the calculations which is why the per sf cost appeared so much higher than the others. Port Lavaca Plumbing is using all of this closet for storage, so I have included it in the calculation.

Attached is a comparison of rental rates at this time and proposed.

This \$481.50 is broken down as follows: square footage = 205 sf for Suite + 63 sf for closet = 268 sf total used space. (\$356.50 + \$100.00 electric + \$25.00 breakroom/restroom = \$481.50

Motion made by Commissioner McGuire

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

THAT, in accordance with recommendation by staff, Port Commission hereby request to recommend to City Council to accept the lease proposal for Port Lavaca Plumbing.

Seconded by Commissioner Nichols.

Motion passed by the following vote:

Voting Aye:

David Roberts, Sue Traylor, Larry Nichols, Michael Kovarek and Jamie O'Neil.

11. DISCUSS LEASE FOR BAY LIMITED SUITE 5.

Bay Ltd. did not notify us in time to exercise the one-year option available in their lease but has expressed interest in a new one-year lease and might consider a one-year option if available.

The MCI for August will probably be out sometime around the 25th of the month. The July MCI was at 9.98%, down from a peak of 12.51% in April and 12.24% in June. I'm guessing it will drop again, but to what we'll have to wait.

I was planning to wait and see what the published MCI is and start negotiations with that percentage. Regardless of the published MCI, the starting rent needs to be greater than the 5% that would have been used if the one-year option was available. The current lease expires on October 31.

COMMENTS

12. COMMENTS FROM THE COMMISSIONERS.

No Comments

ADJOURNMENT

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner McGuire seconded this motion.

Motion passed by the following vote:

Voting Aye:

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

Voting Nay: None

Meeting adjourned at 11:15 a.m.

These minutes were approved on October 18, 2022.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin. Assistant

COMMUNICATION

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

INFORMATION:

Port Lavaca Port Commission Monthly Inspection

Month: 18 OCTOBER 2022 Location: City Harbor

1. Fueling Area

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

9. Cleats & Kevels

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 15 August 2022 Staff was on site to repair the Aluminum handrail at the high dock, most of the problems were corrected should be back 14 October 2022 to complete per Matt Glaze.

12. Cement Slab

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 18 OCTOBER 2022 Location: Harbor of Refuge

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Railspur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Environmental

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. PERMIT

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

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

9. Cleats & Kevels

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

14. TRASH Piles

Condition: Satisfactory **Unsatisfactory** Not Applicable

Comments: **19 September 2022 Axis Demolition arrived on site.**

**Should be completed 13 October 2022 cleaning
up trash left by RLB.**

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 18 OCTOBER 2022 Location: NLM / Smith Harbor

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

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

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

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

9. Cleats & Keels

Condition: Satisfactory Unsatisfactory Not Applicable

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

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Dredging

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Com

Harbor Master: _____

Port Lavaca Port Commission Monthly Building Inspection

Month: 18 OCTOBER 2022 Location: NLB

1. Doors:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Flooring:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Windows:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

7. HVAC

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

8. Roof:

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

9. Parking:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

10. Fire Extinguishers:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

11. Hand Railing:

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

12. Stairs & Steps

Condition: Satisfactory Unsatisfactory Not Applicable
Comments:

Harbor Master: _____

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

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

HELENA CHEMICAL

Date Received	Reference	Description	BARGE	RAIL	REPORTING MONTH	FERTILIZER BULK TONS	TARIFF AMOUNT PAID @ \$0.65 PER TON
10/21/2021	1111695	HELENA CHEMICAL	4713.605	743.575	10/2021	5,457.180	\$3,541.61
1/24/2022	1122686	HELENA CHEMICAL	4573.691	742.95	11/2021	5,316.641	\$3,455.82
12/28/2021	1119494	HELENA CHEMICAL	3102.521	0	12/2021	3,102.521	\$2,016.64
2/9/2022	1124789	HELENA CHEMICAL	4801.742	758.62	01/2022	5,560.362	\$3,614.24
3/7/2022	1128015	HELENA CHEMICAL	16086.385	2265.794	02/2022	18,352.179	\$11,928.92
3/29/2022	1130371	HELENA CHEMICAL	6212.435	2245.603	03/2022	8,458.038	\$5,497.72
4/26/2022	1133628	HELENA CHEMICAL	4707.816	0	04/2022	4,707.816	\$3,060.08
6/3/2022	ACH	HELENA CHEMICAL	7629.245	0	05/2022	7,629.245	\$4,959.01
6/22/2022	ACH	HELENA CHEMICAL	2949.473	0	06/2022	2,949.473	\$1,917.16
7/29/2022	ACH	HELENA CHEMICAL	3192.571	0	07/2022	3,192.571	\$2,075.17
9/2/2022	1149524	HELENA CHEMICAL	2830.64	0	08/2022	2,830.640	\$1,839.92
9/23/2022	ACH	HELENA CHEMICAL	6109.727	0	09/2022	6,109.727	\$3,971.32

FY 2021-2022 - TOTAL	\$47,877.61
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Date Received	REPORTING MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
10/1/2021	21-Oct	CK 3523717	MONTHLY RAIL FEE	\$833.00	10/2021	PAID
10/29/2021	21-Nov	CK 3532985	MONTHLY RAIL FEE	\$833.00	11/2021	PAID
12/3/2021	21-Dec	CK 3543882	MONTHLY RAIL FEE	\$833.00	12/2021	PAID
1/10/2022	22-Jan	CK 3554856	MONTHLY RAIL FEE	\$833.00	01/2022	PAID
2/1/2022	22-Feb	CK 3561730	MONTHLY RAIL FEE	\$833.00	02/2022	PAID
3/3/2022	22-Mar	CK 3570991	MONTHLY RAIL FEE	\$833.00	03/2022	PAID
4/7/2022	22-Apr	CK 3582043	MONTHLY RAIL FEE	\$833.00	04/2022	PAID
4/27/2022	22-May	ACH	MONTHLY RAIL FEE	\$833.00	05/2022	PAID
5/27/2022	22-Jun	ACH	MONTHLY RAIL FEE	\$833.00	06/2022	PAID
6/28/2022	22-Jul	ACH	MONTHLY RAIL FEE	\$833.00	07/2022	PAID
7/27/2022	22-Aug	ACH	MONTHLY RAIL FEE	\$833.00	08/2022	PAID
8/30/2022	22-Sep	ACH	MONTHLY RAIL FEE	\$833.00	09/2022	PAID

MONTHLY TARIFF REPORT

DATE: September 19, 2022

REPORTING PERIOD: September 2022
(MONTH) (YEAR)

COMPANY NAME: HELENA AGRI-ENTERPRISES, LLC

MAILING ADDRESS: PO BOX 419
(P. O. Box Number or Street)PORT LAVACA TX 77979
(City) (State) (Zip Code)

6,109.727 Tons of Fertilizer Barge @ 0.65¢ per ton
 (Name Product)
 (Name Product)

0 Rail @ 0.65¢ per ton

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 3,971.32 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 19 day of September, 2022.

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. 242 rgarza@portlavaca.org
City of Port Lavaca Port Commission 202 N. Virginia St

Fax No.: (361) 552-6062
Port Lavaca, TX 77979

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September 2022

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
LTD 6240	UREA	8/31/2022	1,481.642	DRY
MTC 754 B	MAP	9/7/2022	1,592.848	DRY
ART 45191	MICROES001	9/2/2022	1,413.643	DRY
IN096079B	UREA	9/14/2022	1,621.594	DRY

[illegible]

Barge
6,109.727
\$3,971.32
Rail
0.000

BARGE SURVEY

Published: 08/11/22 14:14:24

Vessel ID:	LTD6240	Commodity:	UREA	Empty Survey D/T:		Complete Date:	08/10/2022
Wet Dry:	DRY	Equipment Type:	RAKE	Loaded Survey D/T:		Release Date:	08/10/22 12:15
Vessel Type:	BARGE	Order No. :	33057842	Placement Date:	08/31/22 7:00	Origin City:	Donaldsonville
Voyage ID:	9308	Surveyor ID:		Start Date:	08/10/22 2:45	Origin State:	LA

Vessel Facts

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

Order Information

Order No:	33057842	Cust PO No:	CON-2022-2021
Cust/Bill To:	100035	GAVILON FERTILIZER LLC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

Freeboard

	Empty	Loaded
Fwd/Bow Port:	10'-11.000"	4'-1.000"
Fwd/Bow Star:	10'-11.000"	4'-2.000"
Mid Port:	11'-4.000"	4'-2.000"
Mid Star:	11'-3.000"	4'-1.000"
Aft/Stern Port:	11'-10.000"	4'-3.000"
Aft/Stern Star:	11'-9.000"	4'-3.000"
Mean Freeboard:	11'-4.000"	4'-2.000"
Mean Draft:	1'-8.000"	8'-10.000"
Water Density:	0.997	0.9970
Net Tons:	-0.332	1,481.210

Tons Corrected
for Density:

1,481.542

Tank Soundings

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



DRAFT SURVEY BY DISPLACEMENT

MTC 754 B

Barge Type : **BOX**

Depth =	13.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9950 (LIGHT Condition)		
Spec Grv =	0.9950 (LOADED Condition)		

LIGHT FREEBOARDS

Fwd Port =	11 ft	7.000 in
Fwd Stbd =	11 ft	6.500 in
Mid Port =	11 ft	6.750 in
Mid Stbd =	11 ft	6.000 in
Aft Port =	11 ft	6.500 in
Aft Stbd =	11 ft	5.750 in

LOADED FREEBOARDS

Fwd Port =	4 ft	1.750 in
Fwd Stbd =	4 ft	3.250 in
Mid Port =	4 ft	1.750 in
Mid Stbd =	4 ft	3.250 in
Aft Port =	4 ft	2.500 in
Aft Stbd =	4 ft	2.500 in

Full Load:

Mean Draft =	8 ft	9.500 in
Volume (Cu. Ft.) =		61,518.329

Light Barge:

Mean Draft =	1 ft	5.583 in
Volume (Cu. Ft.) =		10,233.606

Cargo Deadweight:

Pounds =	3,185,696
Short Tons =	1,592.848
Metric Tons =	1,445.009
Long Tons =	1,422.186

Marine Technical Surveyors, Inc.

Larry C. Zeringue, Operations



DRAFT SURVEY BY DISPLACEMENT

ART 45191

Barge Type : **RAKE**

Depth =	14.000 ft	Length of Box =	172.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9980 (LIGHT Condition)	Rake Length =	28.000 ft
Spec Grv =	0.9980 (LOADED Condition)	Rake Height =	14.000 ft

LIGHT FREEBOARDS

Fwd Port =	12 ft	0.250 in
Fwd Stbd =	11 ft	11.000 in
Mid Port =	12 ft	4.000 in
Mid Stbd =	12 ft	2.000 in
Aft Port =	12 ft	8.250 in
Aft Stbd =	12 ft	8.000 in

LOADED FREEBOARDS

Fwd Port =	5 ft	7.250 in
Fwd Stbd =	5 ft	6.000 in
Mid Port =	5 ft	5.750 in
Mid Stbd =	5 ft	4.000 in
Aft Port =	5 ft	5.000 in
Aft Stbd =	5 ft	3.000 in

Full Load:

Mean Draft =	8 ft	6.833 in
Volume (Cu. Ft.) =	56,179.188	

Light Barge:

Mean Draft =	1 ft	8.417 in
Volume (Cu. Ft.) =	10,801.138	

Cargo Deadweight:

Pounds =	2,827,286
Short Tons =	1,413.643
Metric Tons =	1,282.437
Long Tons =	1,262.181

Marine Technical Surveyors, Inc.

Tommy L. Prejean, Operations

MARINE TECHNICAL SURVEYORS, INC.

RSB009

P.O. BOX 509 * DONALDSONVILLE, LA 70346 * (225) 473-1700 * FAX (225) 473-8020

5/2/2022
Page 1



DRAFT SURVEY BY DISPLACEMENT

IN 096079 B

Barge Type : **BOX**

Depth =	13.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9955 (LIGHT Condition)		
Spec Grv =	0.9955 (LOADED Condition)		

LIGHT FREEBOARDS

Fwd Port =	11 ft	5.000 in
Fwd Stbd =	11 ft	5.250 in
Mid Port =	11 ft	4.500 in
Mid Stbd =	11 ft	5.000 in
Aft Port =	11 ft	4.750 in
Aft Stbd =	11 ft	5.250 in

LOADED FREEBOARDS

Fwd Port =	4 ft	0.000 in
Fwd Stbd =	4 ft	3.250 in
Mid Port =	3 ft	9.250 in
Mid Stbd =	3 ft	11.500 in
Aft Port =	3 ft	9.000 in
Aft Stbd =	4 ft	0.000 in

Full Load:

Mean Draft =	9 ft	0.500 in
Volume (Cu. Ft.) =	63,268.329	

Light Barge:

Mean Draft =	1 ft	7.042 in
Volume (Cu. Ft.) =	11,084.301	

Cargo Deadweight:

Pounds =	3,243,188
Short Tons =	1,621.594
Metric Tons =	1,471.087
Long Tons =	1,447.852

Marine Technical Surveyors, Inc.


Tommy L. Prejean, Operations

EQUALIZER / GULF MARK

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	TARIFF AMOUNT PAID @ \$0.10 PER BARREL
11/18/2021	1115189	EQUALIZER, INC.	OIL	/	10/2021	29,755.850	\$2,975.58
12/21/2021	1118972	EQUALIZER, INC.	OIL	/	11/2021	40,177.560	\$4,017.76
2/1/2022	1123461	EQUALIZER, INC.	OIL	/	12/2021	31,936.470	\$3,193.65
3/7/2022	1128013	EQUALIZER, INC.	OIL	/	01/2022	20,123.540	\$2,012.35
3/21/2022	1129740	EQUALIZER, INC.	OIL	/	02/2022	25,167.370	\$2,516.74
6/24/2022	1141009	EQUALIZER, INC.	OIL	/	03/2022	28,379.070	\$2,837.91
5/16/2022	1136699	EQUALIZER, INC.	OIL	/	04/2022	66,462.600	\$6,646.26
6/22/2022	1140796	EQUALIZER, INC.	OIL	/	05/2022	64,583.700	\$6,458.37
7/29/2022	1145212	EQUALIZER, INC.	OIL	/	06/2022	45,975.330	\$4,597.53
8/17/2022	1147811	EQUALIZER, INC.	OIL	/	07/2022	55,547.250	\$5,554.72
9/29/2022	1152417	EQUALIZER, INC.	OIL	/	08/2022	49,657.970	\$4,965.80
		EQUALIZER, INC.	OIL	/	09/2022	PENDING PMT FOR SEPTEMBER 2022	

FY 2021-2022 - TOTAL	\$45,776.67
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CITY OF PORT LAVACA

PORT COMMISSION
ACCOUNT AGING REPORT

10/14/2022

Account	Status	Pay Date	Billed Thru Date	Current Balance	30 Day	60 Day	90 Day	120 Day	Balance
99-1303-01	Active	10/11/2022	8/30/2022	\$ 250.00					\$ 250.00
99-1415-00	Active	10/11/2022	8/30/2022	\$ (6,208.87)					\$ (6,208.87)
99-1583-05	Active	10/3/2022	8/30/2022	\$ 3,200.00	\$ 2,305.00				\$ 5,505.00
99-1733-02	Active	7/8/2022	8/30/2022	\$ (1,302.23)					\$ (1,302.23)
99-1734-00	Active	10/4/2022	8/30/2022						
99-1745-00	Active	9/16/2022	8/30/2022	\$ 10,114.92					\$ 10,114.92
99-1746-00	Active	9/16/2022	8/30/2022	\$ 31,262.95					\$ 31,262.95
99-1783-00	Active	8/4/2022	8/30/2022						
99-1800-01	Active	10/3/2022	8/30/2022						
99-1801-01	Active	10/6/2022	8/30/2022						
99-1810-00	Active	10/3/2022	8/30/2022	\$ (0.82)					\$ (0.82)
99-1883-00	Active	9/28/2022	8/30/2022	\$ (388.44)					\$ (388.44)
99-1893-00	Active	10/11/2022	8/30/2022	\$ 0.03					\$ 0.03
99-1909-01	Active	10/4/2022	8/30/2022	\$ (502.58)					\$ (502.58)
99-1913-02	Active	10/9/2022	8/30/2022						
99-1923-06	Active	9/26/2022	8/30/2022						
99-1930-01	Active	9/30/2022	8/30/2022						
99-1931-07	Active	10/11/2022	8/30/2022	\$ (350.00)					\$ (350.00)
99-1932-06	Active	10/11/2022	8/30/2022	\$ (350.00)					\$ (350.00)
99-1933-03	Active	9/26/2022	8/30/2022						
99-1963-04	Active	10/3/2022	8/30/2022						
99-1973-06	Active	9/6/2022	8/30/2022						
99-1983-09	Active	10/3/2022	8/30/2022						
99-1993-04	Active	10/3/2022	8/30/2022						
99-2003-04	Active	10/3/2022	8/30/2022						
99-2013-09	Active	8/3/2022	8/30/2022	\$ 264.60	\$ 264.60				\$ 529.20
99-2033-06	Active								
99-2043-07	Active	10/3/2022	8/30/2022						
99-2053-10	Active	9/23/2022	8/30/2022						
99-2063-10	Active	10/3/2022	8/30/2022						
99-2093-07	Active	10/6/2022	8/30/2022						
99-2103-07	Active	10/7/2022	8/30/2022						
99-2153-04	Active	6/6/2022	8/30/2022	\$ 291.90	\$ 291.90	\$ 321.09	\$ 291.90		\$ 1,196.79
99-2163-03	Active	10/3/2022	8/30/2022						
99-2193-07	Active	9/26/2022	8/30/2022						
99-2213-04	Active	9/30/2022	8/30/2022						
99-2223-10	Active	10/3/2022	8/30/2022						
99-2233-07	Active	8/30/2022	8/30/2022	\$ 228.90	\$ 228.90				\$ 457.80
99-2253-07	Active	9/7/2022	8/30/2022	\$ 228.90					\$ 228.90
99-2293-14	Active	10/4/2022	8/30/2022						
99-2313-14	Active	10/3/2022	8/30/2022						
99-2421-07	Active	10/3/2022	8/30/2022						
99-2433-04	Active	9/30/2022		\$ (252.30)					\$ (252.30)
99-2443-05	Active	9/21/2022	8/30/2022	\$ 279.30					\$ 279.30
99-2453-08	Active	9/27/2022	8/30/2022						
99-2481-05	Active	9/8/2022	8/30/2022	\$ pending 291.90	\$ 32.11				\$ 324.01
99-2543-09	Active	10/3/2022	8/30/2022						
47				\$ 37,058.16	\$ 3,122.51	\$ 321.09	\$ 291.90	\$ -	\$ 40,793.66

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-101258 ACE HARDWARE	I-167415	504 51000521.01	OFFICE: KEYS		60840	\$4.58
			VENDOR TOTALS			\$4.58
01-102565 CARD SERVICE CENTER	I-0305/072022	504 51000521.01	OFFICE: WALMART - ADAPTER		272	\$97.34
			VENDOR TOTALS			\$97.34
01-104071 ENTERPRISE FLEET	I-FBN4540687	504 51000544.55	R & M- VEHICLE: PORT COMMISSION		60966	\$6.00
			VENDOR TOTALS			\$6.00
01-102882 FRONTIER SOUTHWEST INC.	I-18830907065/092022	504 51000536.02	TELEPHONE: PHONE CHARGES SEPTEMBER 2022		61139	\$104.45
			VENDOR TOTALS			\$104.45
01-102645 GEXA ENERGY, LP	I-33220793-4	504 51000536.01	ELECTRICITY: ELECTRICITY SERVICES AUGUST 2022		60889	\$2,595.20
			AC/BAY LIMITED			\$194.89
			LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER			\$153.98
			SPIRETECH			\$286.50
			AC/EDWARD JONES & SOMETHING MORE			
			LIGHTS/DAYROOM, HARBOR MASTER			
			SUB PANEL/EDWARD JONES			\$253.95
			PL PLUMBING, G4S, & CONF. ROOM			\$281.42
			NL MARINA BUILDING FLOOD LIGHT			\$51.02
			NL BOAT SLIPS			\$900.85
			HARBOR OF REFUGE			\$0.00
			HARBOR OF REFUGE FLOOD LIGHT			\$472.59
			CITY HARBOR			\$0.00

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102645 GEXA ENERGY, LP	I-33259500-4	504 51000536.01	ELECTRICITY: ELECTRICITY SERVICES SEPTEMBER 2022		61200	\$2,382.03
			AC/BAY LIMITED			\$166.54
			LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER			\$122.40
			SPIRETECH			\$246.66
			AC/EDWARD JONES & SOMETHING MORE			
			LIGHTS/DAYROOM, HARBOR MASTER			
			SUB PANEL/EDWARD JONES			\$217.64
			PL PLUMBING, G4S, & CONF. ROOM			\$247.30
			NL MARINA BUILDING FLOOD LIGHT			\$50.40
			NL BOAT SLIPS			\$858.15
			HARBOR OF REFUGE			\$0.00
			HARBOR OF REFUGE FLOOD LIGHT			\$472.94
			CITY HARBOR			\$0.00
			VENDOR TOTALS			\$4,977.23
01-100700 MCGREW, TERRI	I-412754	504 51000523.03	CLEANING & JANITORAL: CLEANING SERVICES		60973	\$700.00
			VENDOR TOTALS			\$700.00
01-100323 OFFICE DEPOT, INC.	I-254451364001	504 51000521.01	OFFICE: DYMO TWIN LABEL MAKER		60917	\$223.29
			VENDOR TOTALS			\$223.29
01-100335 PORT LAVACA, CITY OF	I-08/2022	504 51000536.03	WATER: WATER/SEWER AUGUST 2022		60924	\$189.56
01-100335 PORT LAVACA, CITY OF	I-09/2022	504 51000536.03	WATER: WATER/SEWER SEPTEMBER 2022		61171	\$194.99
01-100335 PORT LAVACA, CITY OF	I-202209079994	504 51000536.03	WATER: 11-0638-03 MARK DIETZEL		60977	\$220.54
			VENDOR TOTALS			\$605.09

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-100373 QUILL CORPORATION	I-27179891	504 51000521.01	OFFICE: MARKERS		60978	\$27.97
01-100373 QUILL CORPORATION	I-27807673	504 51000521.01	OFFICE: OFFICE SUPPLIES		61175	\$32.58
VENDOR TOTALS						\$60.55
01-102309 REPUBLIC SERVICES #847	I-0847-001223591	504 51000533.14	CONTRACTED SERVICES: CONTAINER - PORT COMMISSION		60933	\$261.31
01-102309 REPUBLIC SERVICES #847	I-0847-001228846	504 51000533.14	CONTRACTED SERVICES: CONTAINER - PORT COMMISSION		60981	\$311.31
VENDOR TOTALS						\$572.62
01-102621 UNIFIRST CORPORATION	I-815-0954122	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		60944	\$70.86
01-102621 UNIFIRST CORPORATION	I-815-0954830	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		60944	\$54.61
01-102621 UNIFIRST CORPORATION	I-815-0955527	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		60944	\$53.41
01-102621 UNIFIRST CORPORATION	I-815-0956222	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		60986	\$54.61
01-102621 UNIFIRST CORPORATION	I-815-0957619	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		61186	\$53.41
VENDOR TOTALS						\$286.90
01-102014 VERIZON WIRELESS	I-9913636047	504 51000536.02	TELEPHONE: CELL PHONE CHARGES		60947	\$40.25
VENDOR TOTALS						\$40.25
01-101448 VICTOR INSURANCE MANAGEMENT	I-SI1051252	504 51000535.10	WINDSTORM INSURANCE: WINDSTORM INSURANCE		60948	\$85.27
01-101448 VICTOR INSURANCE MANAGEMENT	I-SI1051262	504 51000535.10	WINDSTORM INSURANCE: WINDSTORM INSURANCE		60948	\$85.22
VENDOR TOTALS						\$170.49

REPORT GRAND TOTAL:	\$7,848.79
---------------------	------------

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #4.

Encumbering Cash Assets

	As of 07/31/2022	As of 08/31/2022	As of 09/30/2022
Ending Cash	\$ 37,048.52	\$ 34,722.62	\$ 76,105.15
Inventments Logic	\$ 504,985.27	\$ 505,959.71	\$ 506,989.23
Fund 210 Port Projects	\$ (162,700.00)	\$ (162,700.00)	\$ (162,700.00) *1
Debt Service Funds (310 & 322)	\$ 83,130.92	\$ 65,281.42	\$ 86,832.18

Total Ending Cash Assets \$ 462,464.71 \$ 443,263.75 \$ 507,226.56

Current Encumbrances

PO#	Task Order	Contractor	Project Description	Ordered	Received	Outstanding
01-10530	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 6,235.60	\$ 18,764.40
01-10805		LJA Engineering	Planning Services - Waterfront	\$ 50,000.00	\$ 33,348.27	\$ 16,651.73
01-10655		Victoria Engineering	Engineering for Breakwater	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
Total						\$ 65,416.13

Budgeted Capital Improvement Projects

1 Texas Parks & Wildlife Match \$ 167,000.00

Total \$ 167,000.00

Remaining Bond Payments

1 FY 21/22 Remaining Bond Payments \$ -

Total \$ -

*1 This amount represents the negative fund balance in Fund 210 to be reimbursed by Fund 504. This amount includes Engineering for Breakwater for \$40,000 with \$10,000 already paid, and CDBG- MIT application of \$30,400 that has been fully paid. We are still pending reimbursement of \$120,000 for the EDA Grant which will significantly reduce the negative fund balance in Fund 210.

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

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

PAGE:

Item #4.
T & HARBORS FUND
FUND SUMMARYTarget:
100%

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES	607,500	607,500	0	59,066.52	653,697.70	0.00	46,197.70	107.60
FINES & FOREFEITURES	0	0	0	2,291.20	1,911.03	0.00	1,911.03	0.00
OTHER REVENUE	650	50,650	(50,000)	1,029.52	6,297.46	0.00	44,352.54	12.43
GRANT AND CONTRIBUTION R	14,000,000	0	14,000,000	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	14,608,150	658,150	13,950,000	57,804.84	661,906.19	0.00	3,756.19	100.57

EXPENDITURE SUMMARY

TECHNOLOGY SERVICES	1,500	1,500	0	118.44	1,438.04	0.00	61.96	95.87
CITY HARBOR	27,000	27,000	0	0.00	20,680.00	0.00	6,320.00	76.59
HARBOR OF REFUGE	36,000	71,893	(35,893)	0.00	69,456.25	19,983.71	17,546.96	124.41
SMITH HARBOR	51,000	51,000	0	0.00	33,348.27	16,651.73	1,000.00	98.04
NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	4,330.13	0.00	10,669.87	28.87
OPERATIONS	14,730,507	730,507	14,000,000	40,283.56	562,895.95	5,048.34	162,562.71	77.75
NON DEPARTMENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	14,861,007	896,900	13,964,107	40,402.00	692,148.64	41,683.78	163,067.58	81.82

REVENUES OVER/(UNDER) EXPENDITURES	(252,857)	(238,750)	(14,107)	17,402.84	(30,242.45)	(41,683.78)	(166,823.77)	30.13
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10/17/22

Item #4.

PORT & HARBORS FUND
REVENUES

Page 42

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	100,000	100,000	0	6,963.79	83,204.13	0.00	16,795.87	83.20
436.09 HOR - DAILY DOCK RENTAL	0	0	0	600.00	5,200.00	0.00	5,200.00	0.00
436.10 HOR - RENTAL	41,000	41,000	0	1,432.02	17,184.24	0.00	23,815.76	41.91
436.11 HOR - DOCK LEASES	215,000	215,000	0	24,368.07	276,870.81	0.00	61,870.81	128.78
436.12 TARIFFS	100,000	100,000	0	10,777.04	93,654.28	0.00	6,345.72	93.65
436.20 N L DOCK RENT- TRANSIT	500	500	0	0.00	3,640.00	0.00	3,140.00	728.00
436.21 N L-DOCK LEASE	80,000	80,000	0	7,055.60	80,339.74	0.00	339.74	100.42
436.22 N L - BIDG LEASE	70,000	70,000	0	6,270.00	74,329.50	0.00	4,329.50	106.19
436.23 N L - BIDG RENTAL	1,000	1,000	0	0.00	75.00	0.00	925.00	7.50
436.24 SMITH HARBOR RENT	0	0	0	1,600.00	19,200.00	0.00	19,200.00	0.00
TOTAL USER & SERVICE CHARGES	607,500	607,500	0	59,066.52	653,697.70	0.00	46,197.70	107.60
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	0	0	0	2,291.20	1,911.03	0.00	1,911.03	0.00
TOTAL FINES & FORFEITURES	0	0	0	2,291.20	1,911.03	0.00	1,911.03	0.00
OTHER REVENUE								
451.01 INTEREST INCOME	500	500	0	1,029.52	4,090.46	0.00	3,590.46	818.09
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	1,850.00	0.00	1,850.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	150	150	0	0.00	357.00	0.00	207.00	238.00
459.90 MISCELLANEOUS	0	50,000	(50,000)	0.00	0.00	0.00	50,000.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	650	50,650	(50,000)	1,029.52	6,297.46	0.00	44,352.54	12.43
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	14,000,000	0	14,000,000	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	14,000,000	0	14,000,000	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	14,608,150	658,150	13,950,000	57,804.84	661,906.19	0.00	3,756.19	100.57

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

501 T & HARBORS FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

Item #4.	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	118.44	1,438.04	0.00	61.96	95.87
TOTAL SERVICES	1,500	1,500	0	118.44	1,438.04	0.00	61.96	95.87
TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	118.44	1,438.04	0.00	61.96	95.87

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022504 R & HARBORS FUND
CITY RRBOR

DEPARTMENTAL EXPENDITURES

Page 44

	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	25,000	25,000	0	0.00	20,680.00	0.00	4,320.00	82.72
TOTAL SERVICES	25,000	25,000	0	0.00	20,680.00	0.00	4,320.00	82.72
MAINTENANCE								
50800542.21 R & M- INFRA- 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	27,000	27,000	0	0.00	20,680.00	0.00	6,320.00	76.59

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

Item #4.

50. T & HARBORS FUND
HAR OF REFUGE
DEPARTMENTAL EXPENDITURES

Page 45

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

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

504 R & HARBORS FUND
SMI HARBOR
DEPARTMENTAL EXPENDITURES

Item #4.

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	0.00	33,348.27	16,651.73	0.00	100.00
TOTAL SERVICES	50,000	50,000	0	0.00	33,348.27	16,651.73	0.00	100.00
MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL SMITH HARBOR	51,000	51,000	0	0.00	33,348.27	16,651.73	1,000.00	98.04

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

Item #4.
PORT & HARBORS FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50860533.20	CONTRACTED SERV- NL MA	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
MAINTENANCE								
50860542.03	R & M- BUILDING- NL MA	1,000	1,000	0.00	3,804.15	0.00	(2,804.15)	380.42
50860542.21	R & M- INFRAS- NL MAR	1,000	1,000	0.00	525.98	0.00	474.02	52.60
50860542.25	R & M- BUILD (NAUTICAL	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
50860543.26	R & M- INFRAS- NL MARI	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
50860543.27	R & M- IMPROV OTB- NL	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	4,330.13	0.00	669.87	86.60
TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	4,330.13	0.00	10,669.87	28.87

Item #4.

504 PORT & 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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PERSONNEL SERVICES

51000511.01	SALARIES & WAGES	74,703	74,703	0	8,458.20	73,666.28	0.00	1,036.72	98.61
51000511.06	SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07	SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05	EMPLOYER-SOCIAL SECURI	4,514	4,514	0	420.80	5,418.38	0.00	904.38	120.04
51000512.10	EMPLOYER-T.M.R.S.	4,460	4,460	0	516.79	4,693.30	0.00	233.30	105.23
51000512.20	GROUP H/D INS PREMIUMS	10,946	10,946	0	952.13	10,222.39	0.00	723.61	93.39
51000512.30	WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,371.86	0.00	428.14	76.21
51000512.31	UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40	SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	96,923	96,923	0	10,347.92	95,372.21	0.00	1,550.79	98.40	

MATERIALS & SUPPLIES

51000521.01	OFFICE	1,200	1,200	0	68.94	731.76	0.00	468.24	60.98
51000523.03	CLEANING & JANITORIAL	3,500	3,500	0	1,599.46	11,226.67	0.00	7,726.67	320.76
51000524.19	COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01	FUEL	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
51000526.01	GENERAL SAFETY & TOOLS	300	300	0	0.00	344.60	0.00	44.60	114.87
51000528.03	NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11	LIGHTING & DECORATION	2,000	2,000	0	0.00	525.90	0.00	1,474.10	26.30
TOTAL MATERIALS & SUPPLIES	8,000	8,000	0	1,668.40	12,828.93	0.00	4,828.93	160.36	

SERVICES

51000531.01	TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04	DUES, SUBSCR. & PUBLI	700	700	0	0.00	5,285.20	0.00	4,585.20	755.03
51000532.01	AUDIT FEES	3,000	3,000	0	0.00	3,920.00	0.00	920.00	130.67
51000532.06	HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07	LEGAL-REGULAR	5,000	5,000	0	0.00	31,362.19	0.00	26,362.19	627.24
51000533.14	CONTRACTED SERVICES	24,000	24,000	0	311.31	22,541.81	0.00	1,458.19	93.92
51000535.01	GENERAL LIABILITY INSU	4,292	4,292	0	0.00	2,850.64	0.00	1,441.36	66.42
51000535.10	WINDSTORM INS	3,000	3,000	0	0.00	7,079.61	0.00	4,079.61	235.99
51000535.11	FLOOD INS	1,500	1,500	0	0.00	1,564.00	0.00	64.00	104.27
51000536.01	ELECTRICITY	25,000	25,000	0	2,382.03	26,198.48	0.00	1,198.48	104.79
51000536.02	TELEPHONE	2,000	2,000	0	144.70	1,746.24	0.00	253.76	87.31
51000536.03	WATER	3,300	3,300	0	415.53	3,483.32	0.00	183.32	105.56
51000536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	72,292	72,292	0	3,253.57	106,031.49	0.00	33,739.49	146.67	

MAINTENANCE

51000541.02	LANDSCAPING	15,000	15,000	0	0.00	1,095.00	0.00	13,905.00	7.30
51000542.03	R & M- BUILDING	0	0	0	0.00	3,005.92	0.00	3,005.92	0.00
51000542.21	R & M- INFRASTR. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25	R & M- BUILD (NAUTICAL	11,000	11,000	0	0.00	561.99	0.00	10,438.01	5.11
51000543.04	R & M- IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06	R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22	R & M- BUILD (CITY HAR	1,000	1,000	0	0.00	244.08	0.00	755.92	24.41
51000544.50	R & M- FURNITURE & EOU	6,000	6,000	0	0.00	5,442.00	0.00	558.00	90.70
51000544.55	R & M- VEHICLES & TRAI	500	500	0	6.00	492.29	0.00	7.71	98.46

Item #4.

50 T & HARBORS FUND
OP NS

DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
51000544.65 R & M- MACHINERY & EQ	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	0	0	0	0.00	990.00	0.00	(990.00)	0.00
TOTAL MAINTENANCE	36,200	36,200	0	6.00	11,831.28	0.00	24,368.72	32.68
SUNDRY								
51000551.11 VEHICLE LEASES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.02 PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03 BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15 DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25 DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FD 001- ADMT	42,371	42,371	0	3,530.92	42,371.04	0.00	(0.04)	100.00
51000553.02 XFER OUT- FD 310- '08	123,395	123,395	0	10,282.92	123,395.04	0.00	(0.04)	100.00
51000553.05 XFER OUT- FD 322 - 201	134,326	134,326	0	11,193.83	134,325.96	0.00	0.04	100.00
51000553.60 XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65 XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80 XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84 BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	300,092	300,092	0	25,007.67	300,092.04	0.00	(0.04)	100.00
CAPITAL EXPENDITURES								
51000561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03 CE- BUILDING & IMPROV	0	0	0	0.00	36,740.00	0.00	(36,740.00)	0.00
51000563.05 CE- INFRASTRUCTURE	14,217,000	217,000	14,000,000	0.00	0.00	5,048.34	211,951.66	2.33
TOTAL CAPITAL EXPENDITURES	14,217,000	217,000	14,000,000	0.00	36,740.00	5,048.34	175,211.66	19.26
TOTAL OPERATIONS	14,730,507	730,507	14,000,000	40,283.56	562,895.95	5,048.34	162,562.71	77.75

Item #4.

504 T & HARBORS FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURESREVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
59800512.03	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.10	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.40	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
SUNDRY								
59800551.203	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	14,861,007	896,900	13,964,107	40,402.00	692,148.64	41,683.78	163,067.58	0.00
REVENUES OVER/(UNDER) EXPENDITURES (252,857) (238,750) (14,107)				17,402.84 (30,242.45) (41,683.78) (166,823.77)				30.13

*** END OF REPORT ***

BALANCE SHEET - UNAUDITED
AS OF: SEPTEMBER 30TH, 2022

Item #4.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE
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ASSETS

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111.21	CLAIM ON CONS CASH	76,105.15
112.11.6001	INVESTMENTS-LOGIC	506,989.23
113.22	ALLOWANCE FOR UNCOLLECT(14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	54,249.16
116.01.0001	PREPAID INSURANCE	22,993.23
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	820,911.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,665,930.54)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	28,264.48)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,663,670.65)

8,843,629.83

TOTAL ASSETS

8,843,629.83

LIABILITIES

=====

207.21	CUSTOMER DEPOSIT (	150.00)
211.10	AP PENDING (DUE TO CONS	2,989.74
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	4,885.92
213.01	BOND PREMIUM (SERIES '18	89,660.89
216.20.3006	BONDS PAYABLE-CURRENT	175,000.00
221.20	BONDS PAYABLE NON-CURREN	1,925,000.00

2,197,382.20

TOTAL LIABILITIES

2,197,382.20

FUND EQUITY/BALANCE

=====

320.07	ENCUMBRANCES (	174,972.37)
320.08	RESERVE FOR ENCUMBRANCES	174,972.37
320.09	PRIOR YEAR ENCUMBRANCE	126,662.52
320.10	PRIOR YEAR RESERV/ENC (	126,662.52)

002

76,105.15 +
506,989.23 +

583,094.38 *

0.0

BALANCE SHEET - UNAUDITED
AS OF: SEPTEMBER 30TH, 2022

Item #4.

504-PORT & HARBORS FUND

ACCOUNT#	TITLE		
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,192,402.08	
	TOTAL FUND EQUITY/BALANCE		6,676,490.08
	TOTAL REVENUES	661,906.19	
	TOTAL EXPENSES	692,148.64	
	EXCESS REVENUES OVER EXPENDITURES	(30,242.45)	
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		8,843,629.83
			=====

BALANCE SHEET - UNAUDITED
AS OF: SEPTEMBER 30TH, 2022

Item #4.

210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE
----------	-------

ASSETS

=====

104.02.0004	DUE FROM OTHER GOVERNMENT	120,000.00
111.21	CLAIM ON CONS CASH (	162,700.00)
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00
155.01.1000	CONSTRUCTION IN PROGRESS	40,200.00
		0.00

TOTAL ASSETS

0.00

=====

LIABILITIES

=====

0.00

TOTAL LIABILITIES

0.00

FUND EQUITY/BALANCE

=====

320.07	ENCUMBRANCES (	1,094,330.36)
320.08	RESERVE FOR ENCUMBRANCES	1,094,330.36
		0.00

TOTAL REVENUES	0.00
TOTAL EXPENSES	0.00

EXCESS REVENUES OVER EXPENDITURES	0.00
-----------------------------------	------

TOTAL LIABILITIES & FUND EQUITY/BALANCE

0.00

=====

BALANCE SHEET - UNAUDITED

AS OF: SEPTEMBER 30TH, 2022

Item #4.

310-08 PC DEBT SERVICE

ACCOUNT#

TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	86,568.03	
			86,568.03
	TOTAL ASSETS		86,568.03

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	59,673.07	
	TOTAL FUND EQUITY/BALANCE		82,596.78

TOTAL REVENUES	123,541.50
TOTAL EXPENSES	123,394.25

EXCESS REVENUES OVER EXPENDITURES	147.25
-----------------------------------	--------

TOTAL LIABILITIES & FUND EQUITY/BALANCE	86,568.03
---	-----------

BALANCE SHEET - UNAUDITED
AS OF: SEPTEMBER 30TH, 2022

Item #4.

322-SERIES 2018 DEBT SERVICE

ACCOUNT#

TITLE

ASSETS
=====

111.21	CLAIM ON CON CASH	264.15	
			264.15
			=====
	TOTAL ASSETS		264.15
			=====

LIABILITIES
=====

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

FUND EQUITY/BALANCE
=====

320.98	FUND BALANCE	(6,808.23)	
	TOTAL FUND EQUITY/BALANCE		(6,808.23)
			=====

TOTAL REVENUES	134,329.38
TOTAL EXPENSES	134,325.00
	=====

EXCESS REVENUES OVER EXPENDITURES	4.38
	=====

TOTAL LIABILITIES & FUND EQUITY/BALANCE	264.15
	=====

Port Commission Snapshot

	July	August	September	FYTD
City Harbor				
Revenue	\$ 6,963.79	\$ 6,963.79	\$ 6,963.79	\$ 83,694.13
Expenses	\$ 5,502.29	\$ 2,472.27	\$ 1,880.32	\$ 45,646.82
Gain / (Loss)	<u>\$ 1,461.50</u>	<u>\$ 4,491.52</u>	<u>\$ 5,083.47</u>	<u>\$ 38,047.31</u>
Harbor of Refuge				
Revenue	\$ 29,924.60	\$ 29,747.29	\$ 34,885.93	\$ 393,416.05
Expenses	\$ 7,391.83	\$ 12,134.93	\$ 8,988.44	\$ 187,162.28
Gain / (Loss)	<u>\$ 22,532.77</u>	<u>\$ 17,612.36</u>	<u>\$ 25,897.49</u>	<u>\$ 206,253.77</u>
Nautical Landings				
Revenue	\$ 13,604.35	\$ 15,399.20	\$ 13,325.60	\$ 161,415.55
Expenses	\$ 8,607.00	\$ 11,413.26	\$ 7,664.00	\$ 125,379.84
Gain / (Loss)	<u>\$ 4,997.35</u>	<u>\$ 3,985.94</u>	<u>\$ 5,661.60</u>	<u>\$ 36,035.71</u>
Smith Harbor				
Revenue	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,290.00
Expenses	\$ 318.99	\$ 33,864.31	\$ 392.48	\$ 38,508.70
Gain / (Loss)	<u>\$ 1,281.01</u>	<u>\$ (32,264.31)</u>	<u>\$ 1,207.52</u>	<u>\$ (19,218.70)</u>
Total Gain / (Loss)	<u>\$ 30,272.64</u>	<u>\$ (6,174.50)</u>	<u>\$ 37,850.07</u>	<u>\$ 261,118.09</u>

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

Cash Profit and Loss Statement

	July	August	September	FYTD
City Harbor				
Dock Lease	\$ 6,963.79	\$ 6,963.79	\$ 6,963.79	\$ 83,204.13
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties				\$ 490.00
Total City Harbor	\$ 6,963.79	\$ 6,963.79	\$ 6,963.79	\$ 83,694.13
Harbor of Refuge				
Tarrifs				
Oil	\$ 4,597.53	\$ 5,554.72	\$ 4,965.80	\$ 45,776.67
Fertilizer		\$ 2,075.17	\$ 5,811.24	\$ 47,877.61
Oyster	\$ -	\$ -	\$ -	\$ -
Rentals				\$ -
Daily Dock Rental	\$ -	\$ -	\$ 600.00	\$ 5,200.00
Dock Rentals	\$ 1,432.02	\$ 1,432.02	\$ 1,432.02	\$ 17,184.24
Dock Leases	\$ 23,895.05	\$ 19,560.56	\$ 24,368.07	\$ 276,870.81
Late Payment Penalties		\$ 1,124.82	\$ (2,291.20)	\$ 506.72
Total Harbor of Refuge	\$ 29,924.60	\$ 29,747.29	\$ 34,885.93	\$ 393,416.05
Nautical Landings				
Dock Rent	\$ -	\$ -	\$ -	\$ 3,640.00
Dock Lease	\$ 7,055.60	\$ 6,879.20	\$ 7,055.60	\$ 80,339.74
Building Lease	\$ 6,470.00	\$ 6,670.00	\$ 6,270.00	\$ 74,329.50
Building Rentals	\$ -	\$ -	\$ -	\$ 75.00
Washer-Dryer	\$ 78.75	\$ -	\$ -	\$ 357.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ 824.31
Auction Proceeds	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
Total Nautical Landings	\$ 13,604.35	\$ 15,399.20	\$ 13,325.60	\$ 161,415.55
Smith Harbor				
Rent	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Late Payment Penalties				\$ 90.00
Total Smith Harbor	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,290.00
Interest Income	\$ 741.39	\$ 974.44	\$ 1,029.52	\$ 4,090.46
Total Income	\$ 52,834.13	\$ 54,684.72	\$ 57,804.84	\$ 661,906.19

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

Cash Profit and Loss Statement

	July	August	September	FYTD
City Harbor				
Overhead Allocation	\$ 1,528.21	\$ 2,472.27	\$ 1,880.32	\$ 24,722.74
R&M Building	\$ 244.08	\$ -	\$ -	\$ 244.08
Contracted Services	\$ 3,730.00	\$ -	\$ -	\$ 20,680.00
Total City Harbor	\$ 5,502.29	\$ 2,472.27	\$ 1,880.32	\$ 45,646.82
Harbor of Refuge				
Overhead Allocation	\$ 6,929.47	\$ 11,210.19	\$ 8,526.08	\$ 112,102.09
Electricity	\$ 462.36	\$ 924.74	\$ 462.36	\$ 5,603.94
R&M Infrastructure	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -	\$ 69,456.25
Total Harbor of Refuge	\$ 7,391.83	\$ 12,134.93	\$ 8,988.44	\$ 187,162.28
Nautical Landings				
Overhead Allocation	\$ 2,564.10	\$ 4,148.09	\$ 3,154.89	\$ 41,480.98
Cable & Internet	\$ 118.44	\$ 244.88	\$ 118.44	\$ 1,438.04
R&M Building	\$ 1,270.87	\$ 435.00	\$ -	\$ 7,372.06
R&M Infrastructure	\$ -	\$ -	\$ -	\$ 525.98
R&M Furniture & Equip	\$ -	\$ -	\$ -	\$ 5,442.00
Cleaning & Janitorial	\$ 909.54	\$ 1,207.16	\$ 1,599.46	\$ 11,226.67
Lighting & Decoration	\$ 525.90	\$ -	\$ -	\$ 525.90
Contracted Services	\$ 615.85	\$ 453.64	\$ 311.31	\$ 21,805.50
Windstorm Insurance	\$ -	\$ 367.35	\$ -	\$ 7,079.61
Flood Insurance	\$ -	\$ -	\$ -	\$ 1,564.00
Electricity	\$ 1,809.42	\$ 3,838.64	\$ 1,919.67	\$ 20,594.54
Telephone	\$ 275.84	\$ 195.18	\$ 144.70	\$ 1,746.24
Water	\$ 517.04	\$ 523.32	\$ 415.53	\$ 3,483.32
Landscaping	\$ -	\$ -	\$ -	\$ 1,095.00
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 8,607.00	\$ 11,413.26	\$ 7,664.00	\$ 125,379.84
Smith Harbor				
Overhead Allocation	\$ 318.99	\$ 516.04	\$ 392.48	\$ 5,160.43
Contracted Services	\$ -	\$ 33,348.27	\$ -	\$ 33,348.27
Total Smith Harbor	\$ 318.99	\$ 33,864.31	\$ 392.48	\$ 38,508.70
Total Expenses	\$ 21,820.10	\$ 59,884.78	\$ 18,925.25	\$ 396,697.64
Operating Cash Flow	\$ 31,014.03	\$ (5,200.06)	\$ 642,980.94	\$ 265,208.55

CE - Buildings	\$	-	\$	-	\$	-	\$	36,740.00
CE - Infrastructure	\$	-	\$	-	\$	-	\$	-
Dredging							\$	990.00
Transfer Out Fund 310	\$	10,282.92	\$	10,282.92	\$	10,282.92	\$	123,395.04
Transfer Out Fund 322	\$	11,193.83	\$	11,193.83	\$	11,193.83	\$	134,325.96
Net Cash Flow	\$	<u>9,537.28</u>	\$	<u>(26,676.81)</u>	\$	<u>621,504.19</u>	\$	<u>(30,242.45)</u>

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

COMMUNICATION

SUBJECT: ACTION ITEMS: RECEIVE STATUS REPORTS

INFORMATION:

- a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver
- b) CDBG-MIT Coastal Resilience Project / Restore Project - Presenter Jody Weaver
- c) Discuss property values and evaluations - Presenter Jody Weaver

Jody Weaver

From: Matthew Fougerat <Matthew.Fougerat@tpwd.texas.gov> on behalf of Matthew Fougerat
Sent: Thursday, October 13, 2022 9:00 AM
To: Jody Weaver; Renan Zambrano; Blake Powers; Susan Lang
Subject: RE: BA-2021-Port Lavaca-00027

Morning Jody,

Thanks for checking in. The Port Lavaca Nautical Landings Boat Ramp – Breakwater Repair project TX F-321-B-1, F22AF03533 is currently being reviewed by the TPWD Federal Aid team.

Once we receive Federal Aid verification, the agreement is ready to be signed by us (TPWD) and sent out for execution. In other words, keep your eyes out for an RGO email with the agreement and instructions for execution over the next few weeks.

In the meantime, please don't hesitate to contact us with any additional questions.

Regards,
 Matt

Matthew Fougerat

Boating Access / Target Range Program Manager
 (512) 389-8712 – office
 (512) 221-7135 – mobile/text

[Visit us Online](#)

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Thursday, October 13, 2022 8:48 AM
To: Renan Zambrano <Renan.Zambrano@tpwd.texas.gov>; Blake Powers <Blake.Powers@tpwd.texas.gov>; Susan Lang <slang@portlavaca.org>
Cc: Matthew Fougerat <Matthew.Fougerat@tpwd.texas.gov>
Subject: RE: BA-2021-Port Lavaca-00027

You don't often get email from jweaver@portlavaca.org. [Learn why this is important](#)

ALERT: This email came from an external source. Do not open attachments or click on links in unknown or unexpected emails.

Good morning Renan,

Can I get an update on where our TPWL Breakwater grant process is?

Thanks!

CITY OF PORT LAVACA

PORT COMMISSION MEETING: 10.18.2022

DATE: 10.17.2022

TO: PORT COMMISSION CC: J. RUDELLAT

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CDBG-MIT GRANT COASTAL RESILIENCY PROJECT / RESTORE GRANT

CDBG-MIT Coastal Resiliency

- No new update. Engineer is Coastal Engineering Analysis Phase.

RESTORE

- We heard from TCEQ that we should have the contract to review and execute in the “next few weeks.”

COMMUNICATION

SUBJECT: ACTION ITEM - RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

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

CITY OF PORT LAVACA

ba

PORT COMMISSION MEETING: OCTOBER 20, 2022 **AGENDA ITEM # 6a**

DATE: 10/17/2022
TO: PORT COMMISSION
CC: JIM RUDELLAT, HARBOR MASTER
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: TCEQ inspection of Tracts 17 and 17A in June 2022

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

Axis Demolition has completed the removal of the wood mats and plastic and metal debris piles. We will submit photos and disposal tickets to TCEQ this week.

Urban Engineering is working to schedule the topo survey for the identified area of disturbed soil in Tract 17A.

I have submitted an application to the Matagorda Bay Mitigation Trust to help fund the Phase 1 Engineering for a project to construct a combination revetment /bulkhead along this bank. Phase 1 includes 30% engineering design, application for a CEPRA grant and submittal-ready Corps of Engineers permit application.

If we are successful with the Trust application, we will continue down the CEPRA grant path for this shoreline protection and look to use the CDBG-MIT funds to protect the peninsula that protects the Harbor of Refuge as this project fits more closely with the goals and objectives of the CDBG-MITIGATION.

6b.

Item #6.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: OCTOBER 18, 2022 **AGENDA ITEM #**

DATE: 10/17/2022

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

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

The Drinking Water Survey requested by TCEQ was prepared on our behalf by CRG Environmental and submitted on time. We are waiting for a response from TCEQ for next steps.

COMMUNICATION

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

INFORMATION:

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

AGENDA 7

Item #7.

A) City Harbor

- 1) August 1, 2022 Contractor found the problem with the handrail at the upper dock should be on sight August 15, 2022 to make the necessary repairs. 14 October 2022 Staff should be back on site to complete the repairs.

B) Nautical Landings Building

- 1) Testengeer is working on engineering and a scope of work for the electrical upgrades to go out for bids.

C) Nautical Landings Marina

- 1) Matt Estes City Attorney awaiting probate.
- 2) Abandon boat, found owner. In process of auctioning boat..
- 3) Horizon Environmental has been onsite 12 times since last PC meeting.

D) Smith Harbor

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

E) Harbor of Refuge

- 1) Axis Demolition Should be on sight the week of the 19 September to start the clean up & dispose of the debris. They arrived as scheduled should be completed 13 October 2022.
- 2) Aerial spraying

Job #162059 - Customer: STERLING, JOHN A

Schedule Date:

Job Originally Assigned to:

Job Unassigned

Acres: 46.22

First Lat/Lon: 28° 35.5864' N / 96° 37.0829' W



Date	Name	License #	Comments/Signatures
Vehicle #	Airport	Acres Applied	
Temp Start	Temp End	Wind Dir Start	Wind Dir End
Wind Spd Start	Wind Spd End	Humidity Start/End	

COMMUNICATION

SUBJECT: DISCUSS NEW LEASE FOR BAY LIMITED, EFFECTIVE NOVEMBER 1, 2022.

INFORMATION:

CITY OF PORT LAVACA

8

PORT COMMISSION MEETING: September 20, 2022

DATE: 09.15.2021
TO: PORT COMMISSION
CC: JIM RUDELLAT, HARBOR MASTER
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: CONSIDER NEW LEASE with Bay Ltd for Suite 5 NLB

Bay Ltd. did not notify us in time to exercise the one-year option available in their lease, but would like to sign a new one year lease with a one year option.

The MCI for August is 9.4%.

Currently they are paying \$1,240.00 for rent (1.07/sf) + \$190 for electricity and \$20 for water/sewer

Applying a 9.4% increase to the rent brings it to \$1,356.56. Electricity and water remain the same. The lease states that these utilities are subject to change with any change in the per kWh or water/sewer base rates that the City pays.

Attached is a proposed Draft Lease document, reflecting an overall monthly payment of \$1,566.56, which includes the utilities. This is an overall 8% increase over the \$1,450.00 they currently pay.

The special provision states:

Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until October 31, 2024, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being October 31, 2023. The rent for the single one (1) year option if executed shall be adjusted by the increase of the Municipal Cost Index as of August 2023.

OFFICE LEASE AGREEMENT

DATE: November 1, 2022

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

TENANT:

Company name & address: Bay, Ltd.
1414 Valero Way
Corpus Christi, Texas 78409

Home office address: Same

Contact #'s & email: _____
_____ @BayLtd.com

Local responsibility: _____
_____ @bayltd.com

Emergency contact: any of the above

PREMISES: SUITE 5 NAUTICAL LANDINGS BUILDING

Approximate square feet: 1160 square feet

Name of Building: Nautical Landings

Street address/suite: Suite 5

City, state, zip: Port Lavaca, Texas 77979

Term (months): 12

Commencement Date: November 1, 2022

Termination Date: October 31, 2023 (ref. Section E – Special Provisions)

TOTAL Rent (monthly): \$ 1,566.56 (INCLUDES utilities)
(*\$1,356.56 rent + \$190 electricity + \$20 water*)

Permitted Use: Business Office establishment

Tenant's Utility Share: \$190/month for electricity; \$20/month for water/sewer (*ref Section B.1.g*)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (d) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.6. "Parking Facility" means the common area parking located on the Premises.

A.7. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 10 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g. Tenant shall reimburse Landlord directly for its electric service with a monthly sum of \$190.00, and for its water/sewer service with a monthly sum of \$20.00, being a mutually agreed upon estimate of the average cost of electricity and water/sewer used monthly. These utility rates are based upon an energy rate of \$0.03883/kWh and City of Port Lavaca Base Utility Rates as follows: Water - \$19.50/month; GBRA fee - \$9.42/month; Sewer \$17.75/month. The rates paid to Landlord by Tenant are subject to change with any increase in these base utility rates. Such payment for utilities is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.k. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.l. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS

OR OMISSIONS OF TENANT OR ITS AGENTS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.

B.2. Tenant agrees not to -

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums, or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.j. Smoking, vaping, and/or chewing tobacco products on the Premises or in the common area is strictly prohibited.

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

C.2. Landlord agrees not to -

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord and must be ADA compliant. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Signage. Landlord shall allow Tenant to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises.

D.3. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.4. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH

OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.6. Casualty/Total or Partial Destruction

D.6.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.6.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.6.a. above.

D.6.c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to

Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and either sue for Rent as it accrues or accelerate all rent due under this lease and sue; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.15. Venue. Exclusive venue is in the county in which the Premises are located.

D.16. Entire Agreement. This lease, its exhibits, addenda and riders, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND

ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.19. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.20. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

E. Special Provisions

Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until October 31, 2024, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being October 31, 2023. The rent for the single one (1) year option if executed shall be adjusted by the increase of the Municipal Cost Index as of August 2023.

City of Port Lavaca, Texas,
a Texas Home Rule Municipality

John D. "Jack" Whitlow, Mayor

(TENANT)

Printed Name: _____

COMMUNICATION

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

INFORMATION:

2023 MCND #1 RENTAL RATES

COMMERCIAL LEASES:		2013	EFFECTIVE 1/1/2023		
Bulkhead Dock in TB#4		4.00 per lf	5.00 per lf		
Bulkhead Dock in TB#1, 2 and 3		3.00 per lf	4.00 per lf		
Pier Dock in all TB's		2.85 per lf	3.00 per lf		
New TB#1 Bulkhead Dock		3.25 per lf	4.00 per lf		
Pier Dock in all TB's - temp (1 yr or less)		3.00 per lf	5.00 per lf		
Unimproved waterfront		350.00 per acre	350.00 per acre		
Commercial Center		350.00 per acre	350.00 per acre		
Port Buildings - varies with improvements		0.10 per sf-varies	0.10 per sf-varies		
Office Space in Admin Bldg		1.00 per sf	1.00 per sf		
RECREATIONAL LEASES:					
Turning Basin #3 D1, D2, D3		150, 150, 130 month	150, 150, 130 month		
Turning Basin #3 E1, E2-E6		130, 100 month	130, 100 month		
Turning Basin #3 G Docks (7 open slips)		100.00 month	100.00 month		
Wood pier dock at B, C or H Docks		3.00 per lf	3.00 per lf		
Dry Lot space at TB#3 (or case by case)		50.00 month	50.00 month		
All recreational dock - holdover, temporary or m-t-m		Additional 10% rent	Additional 10% rent		
DEPOSITS, UTILITY RATES AND OTHER FEES:					
Recreational leases - All slips		One mo. refundable deposit	One mo. refundable deposit		
Recreational leases - Water & Electricity		\$50 refundable deposit	\$50 refundable deposit		
minimum fee for electric & water		\$10 minimum	\$10 minimum		
One-time admin fee for temp rec leases (6 mos or less)		75.00	75.00		
or temporary commercial lease (1 yr or less)					
Recreational Late Fee		10.00	10.00		
Commercial Late Fee - Finance Charge		1-1/2%/month	1-1/2%/month		
Lost Key Replacement		3.00	3.00		
NSF Check Fee		Actual Fee	Actual Fee		
RECREATIONAL TRANSIENT DOCK USAGE:		DAY	WEEK	DAY	WEEK
For Boats up to 40 ft -					
Temporary dockage bulkhead dock (other than TB#4)		20.00	125.00	20.00	125.00
Temporary dockage pier dock		15.00	90.00	15.00	90.00
For Boats over 40 ft - \$.50/lf/day		60' = \$30/day		60' = \$30/day	
<i>Transient Rates include electricity, water & shower facility</i>					
COMMERCIAL TRANSIENT DOCK USAGE:					
For Boats up to 50 ft -					
Temporary dockage bulkhead dock (TB#4)		30.00	165.00	30.00	165.00
Temporary dockage bulkhead dock (other than TB#4)		25.00	150.00	25.00	150.00
Temporary dockage pier dock		20.00	125.00	20.00	125.00
For Boats over 50 ft - \$.65/lf/day		60' = \$39/day		60' = \$39/day	

CITY OF SEADRIFT				
Line #	<u>HARBOR SYSTEM RATES</u>			
1	INDIVIDUAL LEASES			
2	DESCRIPTION	RATES	NUMBER OF LEASES	REVENUE
3	Small Stalls	\$760.00	25	\$19,000.00
4	Large Stalls	\$900.00	59	\$53,100.00
5	Total Individual Leases			\$72,100.00
6	Oyster Tariff per barrel	\$1.50		
7				
8	COMMERCIAL LEASES			
9	Linear feet	\$30.00		
10				
11	STALL NUMBER	RATE	LINEAR FEET	REVENUE
12	31 - 33	\$30.00	180.00	\$5,400.00
13	78	\$30.00	40.00	\$1,200.00
14	79 - 85	\$30.00	261.00	\$7,830.00
15	108 - 109	\$30.00	105.00	\$3,150.00
16	94 - 96	\$30.00	106.00	\$3,180.00
17	102	\$30.00	443.00	\$13,290.00
18	101	\$30.00	305.00	\$9,150.00
19	110	\$30.00	109.00	\$3,270.00
20	34, 34a, 35 - 39	\$30.00	861.00	\$25,830.00
21	41	\$30.00	999.00	\$29,970.00
22	40, 40a, 42	\$30.00	240.00	\$7,200.00
23	Total Commercial Leases		3649.00	\$109,470.00
Effective August 1, 2022				