



PORT COMMISSION REGULAR MEETING

Tuesday, September 07, 2021 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 SEPTEMBER 07, 2021 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

Join Zoom

Meeting: <https://us02web.zoom.us/j/83811284338?pwd=N1FXNnVlWU9lUzZ2T1lzRWZEWek4Zz09>

Meeting ID: 838 1128 4338

Passcode: 408753

One Tap Mobile

+13462487799,,83811284338#,,,408753# 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. MINUTES OF REGULAR MEETING AUGUST 3, 2021.
2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND
 - a) Tariff Report
 - b) Account Aging Report
 - c) Payment Report
 - d) Revenue and Expenditure Report
 - e) Balance Sheet
 - f) Profit and Loss Cash Flow Report
4. RECEIVE REPORT ON COUNCIL ACTION ON CHANGES TO APPENDIX A OF THE CODE OF ORDINANCES - FEE, RATES AND CHARGES
5. RECEIVE STATUS REPORTS OF CAPITAL IMPROVEMENT PROJECTS
 - a) Upper Docks at City Harbor
 - b) Dredging of Smith Harbor
 - c) Renovations to Nautical Landings Marina Break-water - TPWL Grant
 - d) Improvements to the Nautical Landings Marina Building
 - e) CDBG-MIT Coastal Resilience Project / Restore Project
6. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS
 - a) Voluntary Restoration of disturbed final cover at the Harbor of Refuge Tract 16.
 - b) Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A.
 - c) Proposed Air Burner for Brush Operations and Cleanup at the Harbor of Refuge.
7. 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

RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

- [8.](#) NEW LEASE FOR SUITE 4, NAUTICAL LANDINGS OFFICE BUILDING
- [9.](#) NEW LEASE OF TRACT 9 AND 10 CITY HARBOR
- [10.](#) DISCUSS STATUS OF LEASE FOR TRACT 3, 11 AND 12 AT HARBOR OF REFUGE
- [11.](#) REPORT ON HIRING SPECIAL COUNSEL ON ENFORCEMENT OF LEASE CONTRACTS.

COMMENTS

- 12. COMMENTS FROM COMMISSIONERS

ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The Port Commission of The City of Port Lavaca, scheduled for **Tuesday, September 07, 2021**, beginning at **10:00 a.m.**, was posted at city hall, easily accessible to the public, as of **05:00 p.m. Friday, September 03, 2021**.

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: MINUTES OF REGULAR MEETING AUGUST 3, 2021.

INFORMATION:



PORT COMMISSION REGULAR MEETING

Tuesday, August 03, 2021, 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 §

MINUTES OF 08/03/2021 REGULAR PORT COMMISSION MEETING

The Agenda having been properly posted, Chairman Alex Davila called the meeting to order at 10:05 A.M. on Tuesday, August 3, 2021. Members attending were Commissioner David Roberts, Commissioner Mike McGuire, Commissioner Sue Traylor, Commissioner Larry Nichols, Commissioner Michael Kovarek, and Commissioner Jamie O'Neil. City Staff attending were, City Manager Jody Weaver, Finance Director Susan Lang, Harbor Master Jim Rudellat and Rachel Garza. Visitors in attendance Matt Glaze, Urban Engineering.

CONSENT AGENDA

1. MINUTES OF REGULAR MEETING JULY 6, 2021
A motion was made to approve the minutes by Commissioner Mike McGuire, Seconded by Commissioner Larry Nichols.
Motion Carries
2. MINUTES OF THE SPECIAL MEETING JULY 21, 2021
A motion was made to approve the minutes by Commissioner Mike McGuire, Seconded by Commissioner Larry Nichols.
Motion Carries
3. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT
Checklist submitted by Jim Rudellat, Harbor Master.
Commissioners discussed this agenda item.
No action necessary and none taken.

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

Account Aging Report: Jim Rudellat, Harbor Master will continue to follow up on all past due all accounts.

City Manager's Office will start addressing the late fees on past due leases.

Cable One Inc. – Jody Weaver, City Manager and Susan Lang, Finance Director will reach out to Cable One regarding past due amount.

No action necessary and none taken.

5. RECEIVE STATUS REPORTS OF CAPITAL IMPROVEMENT PROJECTS

a) Upper Docks at City Harbor

Plans are ready to bid.

Plan to advertise to bid 8/11/21, open bids 9/2/21.

b) Dredging of Smith Harbor

Urban was notified by the contractor that their schedule was delayed to the amount of rain that occurred in early July. I'm waiting to hear the revised schedule.

c) Renovations to Nautical Landings Marina Break-water - TPWL Grant

Discussed preliminary plans with City staff. Evaluating alternative designs to minimize costs due to increase in lumber prices. Preparing to send to the TPWD for review and comment to allow bidding.

d) Improvements to the Nautical Landings Marina Building

Working on facelift on front building — removed old plants and repairing sign.

Victor Fredrickson working on a scope to replace the doors.

6. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

a) Voluntary Restoration of disturbed final cover at the Harbor of Refuge Tract 16.

Jim Rudellat and Jody Weaver drove around RLB's lease, on July 23 and took some photos. Have reached out to Mr. Boyd and sent him the pictures asking for an update on their schedule for clearing the property by the end of September. I directed attention to a photo of several unlabeled rusting metal drums of particular concern that needs to be addressed now. I also asked for an update to the schedule for completing the Voluntary Restoration, now that we've had a period of dry weather. Recall that the scope includes providing 18" of clay soil and 6" of topsoil over an area of about 150' x 95' and graded to drain.

Motion was made to turn the lease over to the City Attorney, Anne Marie Odefey and move forward.

RECUSED – Commissioner David Roberts

AYES: Commissioner Mike McGuire and Commissioner Sue Traylor

NAYS: Commissioner Larry Nichols, Commissioner Michael Kovarek, Commissioner Jaime O'Neil
Motion Fails.

b) Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A.

The Phase II Environmental Site Assessment has been submitted to TCEQ, but to date, we have had no Communication with TCEQ. CRG Environmental is going to reach out to TCEQ to see if anyone has been assigned to it yet.

c) Proposed Air Burner for Brush Operations and Cleanup at the Harbor of Refuge.

I have had a conversation with Commissioner Hall and was able to confirm that the fairgrounds can be ruled out as a potential site for the air burner. I have reached out to Charles Hausman to confirm the same regarding any of the acreage that the Port owns near Magnolia/Alamo Beach off of Hwy 316. We looked into some land at the north end of Village Road, but the fear was it was too close to current and future residential areas. We have identified a tract about 4.5 miles northwest of town that we are considering. Republic has preliminarily said it would probably be OK, so next step is to contact TCEQ to see if HWY right-of-way can be within the 300 ft buffer zone. Republic is scheduled to chip all of the brush that has been collected out at the Harbor of Refuge sometime during the month of August. Republic has told me that they will accept any and all chips we can take to them at the Victoria Landfill. Philip Gonzales estimates that it'll cost around \$200 per trip and each trip would carry on average 35 cubic yards of chips. I'm waiting on an estimate from Republic on how many yards of chips we expect out of this year's brush and will go back into my notes to see how many yards we generated last year to come up with an estimated cost for consideration.

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

a) City Harbor

Miller Seafood has the lease, which is up July 30, 2021.

b) Nautical Landings Building

*Working on facelift on front building — removed old plants and repairing sign.
Victor Fredrickson working on a scope to replace the doors.*

c) Nautical Landings Marina

- 1) Dominic Diodato, we are awaiting court date.*
- 2) Matt Estes awaiting Probate.*
- 3) Abandon boat*
- 4) Horizon Environmental been onsite 3 times since last PC meeting*

d) Smith Harbor

- 1) Poor Boys Bait, we are working on lease and awaiting a copy of his DBA, up August 31, 2021*
- 2) Dredging, Derrick Construction they are behind schedule due to weather.*

e) Harbor of Refuge

- 1) Helena Agri- Enterprises, are waiting on communication back from them on tariff rates.*
- 2) Diamond K track evaluation done May 27, 2021, bid the requited work Diamond K \$18,298.00
Lone Star Railroad Contractors \$18,775.00. Awarded to Diamond K.*
- 3) Chief Rangnow has researched and made the decision on the cameras for the Harbor of Refuge.*

RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

8. NEW LEASE FOR POOR BOY'S BAIT AT SMITH HARBOR

I (Jody Weaver) am proposing that there is no increase in \$1300/month rental rate for Poor Boys Bait Stand in exchange for a commitment from Poor Boys to place a minimum half page ad in the Fall and Summer Visitors Guide of each year during the term of the lease. This is currently a value of approximately \$1,000 per year. Note a \$1,000 increase amounts to 6.4% over the current lease, but these advertising dollars are a win-win for both the City and Poor Boys. The city may not directly see this increase in cash payments of rent, but will see benefit in increased tourism and dollars spent in the city, not only at Poor

Boys, but at gas stations, restaurants, hotels, etc. Following the first year, the rent would be adjusted per the Municipal Cost Index with a 2% minimum and 5% maximum. I will work with Mr. Reyna to provide a sign-in sheet for out-of-town patrons so we can all see where his customers are coming from.

*Motion to accept a two (2) year lease to Mr. Asensio Reyna with an MCI max of five percent (5%).
Motion was made by Commissioner Mike McGuire and Seconded by Commissioner Michael Kovarek.
Motion carries.*

9. NEW LEASE OF TRACT 9 AND 10 AT CITY HARBOR

*After the last meeting when the Port Commission recommended reducing the right-of-way of the road in Tract 9 from 50 ft to 25 ft in width, I realized that additional width will be required at the east end in order to enter the adjoining property through the existing gate. (See the attached sketch).
The next step is to make formal notification to the adjoining landowner of the City's intent to reduce to right-of-way to see if he has any concerns. We will get this accomplished next week. If in fact there is plan to fence in the boundary of Tract 9, or we cannot work out an access easement with the future tenant, we will need to widen the road base to provide a driveway within this 25 ft to access the adjoining property*

Recommendation was made to reduce the right-of-way to 22.5 ft.

10. DISCUSS STATUS OF LEASE FOR T.W. LAQUAY MARINE, LLC FOR TRACT 3, 11 AND 12 AT THE HARBOR OF REFUGE

*Motion was made to authorize City Council to send T.W. LaQuay a 60-day notice of a Non-Lease Renewal.
Motion was made by Commissioner Sue Traylor and Seconded by Commissioner Mike McGuire.
Motion Carries.*

Recuse – Commissioner David Roberts

Motion to recommend to City Council to hire Griffin, Marek and Knaupp to represent on enforcement of lease contracts.

*Motion was made by Commissioner Mike McGuire and Seconded by Commissioner Sue Traylor
Motion carries.*

Recuse – Commissioner David Roberts

ACTION ITEMS: NEW BUSINESS

11. DISCUSS AMMENDMENTS TO APPENDIX A – FEES, RATES AND CHARGES FOR CHAPTER 54 WATERWAYS

Motion was made to accept the proposed changes to the Chapter 54 Waterway's Tariffs in the Code of Ordinance with one change to the Rail Spur to read One-Thousand dollars-(\$1000.00) per month.

*Motion was made by Commissioner Sue Traylor and Seconded by David Roberts.
Motion carries.*

<i>Tariffs:</i>		
	Oysters per sack	\$0.00
	Oysters per barrel	\$0.00
	Shrimp per ton	\$0.00
	Crude/condensate per barrel	\$0.10
	Crude/condensate per ton of bulk	\$0.65
	Public Dock Space	
	Per day per barge	\$200.00
	Harbor of Refuge	
	Dockage Space - LF/month	\$3.30
	Use of Rail spur - LS/month	\$833.00
	Marina Rates	
	Dockage Space - LF/month	\$6.30
	110 v. 30-amp Connection - per month	\$52.50
	220 v. 50-amp Connection - per month	\$105.00
	Water and Trash Included in, all rentals If paid annually, will discount one month's rental	
	Transient rate < 35 ft.	\$15.75
	Transient rate > 35 ft.	\$21.00

12. REVIEW THE 2021-2022 PROPOSED BUDGET AND FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN FOR THE PORT REVENUE FUND

Commissioners discussed this agenda item.

No action necessary and none taken.

13. COMMENTS FROM THE COMMISSIONERS

No Comments.

ADJOURNMENT

A motion was made by Commissioner David Roberts to adjourn the meeting. It was seconded by Commissioner Mike McGuire. The meeting was adjourned at 12:09 P.M.

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

INFORMATION:

AGENDA 2

Port Lavaca Port Commission Monthly Building Inspection

Month: 7 SEPTEMBER, 2021 Location: NLB

1. Doors:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 16 April 2021 ordered three doors, six side lights and
Three transom windows. Victor Fredrickson is going to write
a scope of work to go out for bids.

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

6. Electrical & Lights

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

7. HVAC & Refrigeration:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Roof:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Parking:

Condition: Satisfactory **Unsatisfactory** Not Applicable

Comments: **WORKING ON PLANS FOR THE FRONT PARKING LOT AND SIDEWALK.**

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:

A handwritten signature in blue ink, appearing to read 'B Hunt', is written over a horizontal line.

Port Lavaca Port Commission Monthly Inspection

Month: 7 SEPTEMBER, 2021 Location: NLM / Smith Harbor

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

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

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

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

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

9. Cleats & Kevels

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

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

10. Gates & Locks

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. Dredging

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

Comments:

**DERRECK CONSTRUCTION WAS AWARDED BID BY CITY COUNCIL.
WILL START WORK 19 JULY,2021. STARTED WORK 23 AUGUST 2021.**

12. Cement Cap

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: **Satisfactory** Unsatisfactory Not Applicable

Com

Harbor Master: 

Port Lavaca Port Commission Monthly Inspection

Month: 7 SEPTEMBER, 2021 Location: Harbor of Refuge

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Railspur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: WILL BID REPAIRS IDENTIFIED IN QUARTERLY
INSPECTION FROM DIAMOND K. DIAMOND K WON BID.

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:

Harbor Master: JSmut

Port Lavaca Port Commission Monthly Inspection

Month: 7 SEPTEMBER, 2021 Location: City Harbor

1. Bilge Reclamation Site

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

9. Cleats & Kevels

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Railing

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

NEED TO FILL IN WASHED AREAS BEHIND BULKHEAD ON EAST SIDE
CITY HARBOR AND BEHIND SCULLYS. Had Gonzales Construction look at

Washed out areas 14 January 2021.

Harbor Master: 

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REORTS OF PORT REVENUE FUND

INFORMATION:

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

HELENA CHEMICAL

TARIFF AMOUNT
PAID @ \$0.65

FERTILIZER
BULK TONS

Date Received	Reference	Description	BARGE	RAIL	REPORTING MONTH	FERTILIZER BULK TONS	TARIFF AMOUNT PAID @ \$0.65 PER TON
12/8/2020	1073937	HELENA CHEMICAL	17564.608	758.855	10/2020	18,323.463	\$11,910.25
12/15/2020	1074968	HELENA CHEMICAL	10932.05	750.38	11/2020	11,682.430	\$7,593.58
1/11/2021	1077696	HELENA CHEMICAL	10830.381	750.735	12/2020	11,581.116	\$7,527.73
1/25/2021	1079123	HELENA CHEMICAL	11389.382	0	01/2021	11,389.382	\$7,403.09
3/2/2021	1083209	HELENA CHEMICAL	2049.793	757.045	02/2021	2,806.838	\$1,824.44
3/25/2021	1086259	HELENA CHEMICAL	19806.853	1534.584	03/2021	21,341.437	\$13,871.93
4/19/2021	CREDIT	HELENA CHEMICAL	3017.336	1510.92	04/2021	4,528.256	\$2,943.37
5/20/2021	CREDIT	HELENA CHEMICAL	6050.23	0	05/2021	6,050.230	\$3,932.65
6/24/2021	1097010	HELENA CHEMICAL	12156.448	0	06/2021	12,156.448	\$6,002.71
8/9/2021	1102705	HELENA CHEMICAL	2833.005	0	07/2021	2,833.005	\$1,841.45
8/26/2021	1104636	HELENA CHEMICAL	4614.963	0	08/2021	4,614.963	\$2,999.73
		HELENA CHEMICAL			09/2021	PENDING PMT FOR SEPTEMBER 2021	

FY 2020-2021 - TOTAL	\$67,850.93
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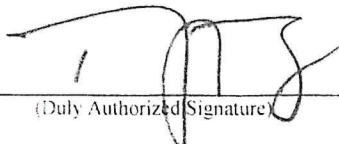
03/2021	\$8,775.00	CREDIT / OVER PMT
	(\$2,943.37)	APRIL TARIFF
	\$5,831.63	REMAINING CREDIT 4/30/21
	(\$3,932.65)	MAY TARIFF
	\$1,898.98	REMAINING CREDIT 4/30/21
	(\$7,901.69)	MAY TARIFF
	(\$6,002.71)	DIF OWED BY HELENA
7901.69 - 1898.98 =		paid

MONTHLY TARIFF REPORT

DATE: August 20, 2021REPORTING PERIOD: August 2021
(MONTH) (YEAR)COMPANY NAME: HELENA AGRI-ENTERPRISES, LLCMAILING ADDRESS: PO BOX 419
(P. O. Box Number or Street)PORT LAVACA TX 77979
(City) (State) (Zip Code)4,614.963 Tons of Fertilizer Barge @ 0.65¢ per ton
(Name Product) Tons of Fertilizer Rail @ 0.65¢ per ton
(Name Product)

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ \$2,999.73 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 20 day of August, 2021.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 Fax No.: (361) 552-6062
City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979

[illegible][illegible]

Barge
4,614.963
\$2,999.73
Rail
0.000

MONTHLY TARIFF REPORT

DATE: August 20, 2021REPORTING PERIOD: August 2021
(MONTH) (YEAR)COMPANY NAME: HELENA AGRI-ENTERPRISES, LLCMAILING ADDRESS: PO BOX 419
(P O Box Number or Street)PORT LAVACA TX 77979
(City) (State) (Zip Code)4,614.963 Tons of Fertilizer Barge @ 0.65¢ per ton
(Name Product) Tons of Fertilizer Rail @ 0.65¢ per ton
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WITNESS MY HAND this 20 day of August, 2021Terminal Manager
(Title)Trey Franz
(Printed Name)
(Duly Authorized Signature)

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



DRAFT SURVEY BY DISPLACEMENT

LTD 610

Barge Type : **RAKE**

Depth =	14.000 ft	Length of Box =	167.250 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9975 (LIGHT Condition)	Rake Length =	27.750 ft
Spec Grv =	0.9975 (LOADED Condition)	Rake Height =	13.750 ft

LIGHT FREEBOARDS

Fwd Port =	12 ft	2.250 in
Fwd Stbd =	12 ft	2.000 in
Mid Port =	12 ft	5.000 in
Mid Stbd =	12 ft	4.000 in
Aft Port =	12 ft	9.500 in
Aft Stbd =	12 ft	9.000 in

LOADED FREEBOARDS

Fwd Port =	5 ft	2.500 in
Fwd Stbd =	5 ft	3.500 in
Mid Port =	5 ft	0.500 in
Mid Stbd =	5 ft	2.500 in
Aft Port =	5 ft	1.500 in
Aft Stbd =	5 ft	2.500 in

Full Load:

Mean Draft =	8 ft	9.833 in
Volume (Cu. Ft.) =	56,471.811	

Light Barge:

Mean Draft =	1 ft	6.708 in
Volume (Cu. Ft.) =	9,601.770	

Cargo Deadweight:

Pounds =	2,918,782
Short Tons =	1,459.391
Metric Tons =	1,323.939
Long Tons =	1,303.028

Marine Technical Surveyors, Inc.

Larry C. Zeringue, Operations

MARINE TECHNICAL SURVEYORS, INC.

RSB009

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

7/7/2021
Page 1



DRAFT SURVEY BY DISPLACEMENT

AGS 849 B

Barge Type : **BOX**

Depth =	14.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9965 (LIGHT Condition)		
Spec Grv =	0.9965 (LOADED Condition)		

LIGHT FREEBOARDS

Fwd Port =	12 ft	6.750 in
Fwd Stbd =	12 ft	6.500 in
Mid Port =	12 ft	6.500 in
Mid Stbd =	12 ft	6.250 in
Aft Port =	12 ft	6.250 in
Aft Stbd =	12 ft	6.000 in

LOADED FREEBOARDS

Fwd Port =	5 ft	6.000 in
Fwd Stbd =	5 ft	6.250 in
Mid Port =	5 ft	6.500 in
Mid Stbd =	5 ft	5.000 in
Aft Port =	5 ft	8.250 in
Aft Stbd =	5 ft	6.500 in

Full Load:

Mean Draft =	8 ft	5.583 in
Volume (Cu. Ft.) =	59,233.606	

Light Barge:

Mean Draft =	1 ft	5.625 in
Volume (Cu. Ft.) =	10,257.912	

Cargo Deadweight:

Pounds =	3,046,852
Short Tons =	1,523.426
Metric Tons =	1,382.030
Long Tons =	1,360.202

Marine Technical Surveyors, Inc.

Tommy L. Prejean, Operations

BARGE SURVEY

Published: 07/12/21 10:28:51

Vessel ID:	SCF24159B	Commodity:	UREA	Empty Survey D/T:	07/10/2021
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:	07/10/21 19:50
Vessel Type:	BARGE	Order No.:	32707505	Placement Date:	07/11/21 7:00
Voyage ID:	7818	Surveyor ID:		Start Date:	07/10/21 11:32
				Origin City:	Donaldsonville
				Origin State:	LA

Vessel Facts

Depth:	14 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:	32707505	Cust PO No:	562851007
Cust/Bill To:	100292	CHS INC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

Freeboard

	Empty	Loaded
Fwd/Bow Port:	12'-5.500"	5'-1.000"
Fwd/Bow Star:	12'-7.000"	5'-1.000"
Mid Port:	12'-7.000"	5'-1.000"
Mid Star:	12'-7.500"	4'-11.500"
Aft/Stern Port:	12'-6.000"	4'-11.000"
Aft/Stern Star:	12'-6.000"	4'-11.000"
Mean Freeboard:	12'-6.500"	5'-0.080"
Mean Draft:	1'-5.500"	8'-11.920"
Water Density:	1.000	0.9998
Net Tons:	8.998	1,641.144

Tons Corrected for Density:

1,632.146

Tank Soundings

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

Barge Survey

Published: 07/12/21 10:28:51

EQUALIZER / GULF MARK

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	TARIFF AMOUNT	
							PAID @ \$0.10	PER BARREL
11/10/2020	1070812	EQUALIZER, INC.	OIL	/	10/2020	23,592.310		\$2,359.23
12/17/2020	1075186	EQUALIZER, INC.	OIL	/	11/2020	23,603.520		\$2,360.35
1/20/2021	1078760	EQUALIZER, INC.	OIL	/	12/2020	47,399.250		\$4,739.94
2/22/2021	1082380	EQUALIZER, INC.	OIL	/	01/2021	25,450.530		\$2,545.06
3/23/2021	1086046	EQUALIZER, INC.	OIL	/	02/2021	31,991.060		\$3,199.11
4/19/2021	1089346	EQUALIZER, INC.	OIL	/	03/2021	18,766.930		\$1,876.69
5/12/2021	1092242	EQUALIZER, INC.	OIL	/	04/2021	18,635.310		\$1,863.53
6/14/2021	1095952	EQUALIZER, INC.	OIL	/	05/2021	55,789.300		\$5,578.93
7/19/2021	1100161	EQUALIZER, INC.	OIL	/	06/2021	28,640.410		\$2,864.04
		EQUALIZER, INC.	OIL	/	07/2021	PENDING PMT FOR JULY 2021		
		EQUALIZER, INC.	OIL	/	08/2021	PENDING PMT FOR AUGUST 2021		
		EQUALIZER, INC.	OIL	/	09/2021			
FY 2020-2021 - TOTAL								\$27,386.88

MILLER SEAFOOD

Date Received	Reference	Description	OYSTERS	TONS	REPORTING MONTH	SACKS OF OYSTERS	TARIFF AMOUNT	
							PAID @ \$0.30	PER SACK
		MILLER SEAFOOD	SACK	NONE	10/2020	NONE		NONE
12/2/2020	1072836	MILLER SEAFOOD	SACK	/	11/2020	435.000		\$130.50
1/5/2021	NONE	MILLER SEAFOOD	SACK	/	12/2020	0.000		\$0.00
2/1/2021	1079867	MILLER SEAFOOD	SACK	/	01/2021	60.000		\$18.00
3/1/2021	1083129	MILLER SEAFOOD	SACK	/	02/2021	3,234.000		\$970.20
4/1/2021	1086987	MILLER SEAFOOD	SACK	/	03/2021	2,853.000		\$855.90
5/3/2021	1090699	MILLER SEAFOOD	SACK	/	04/2021	2,522.000		\$756.60
6/1/2021	NONE	MILLER SEAFOOD	SACK	/	05/2021	0.000		\$0.00
6/30/2021	NONE	MILLER SEAFOOD	SACK	/	06/2021	0.000		\$0.00
8/11/2021	NONE	MILLER SEAFOOD	SACK	/	07/2021	0.000		\$0.00
		MILLER SEAFOOD	SACK	/	08/2021	PENDING PMT FOR AUGUST 2021		
		MILLER SEAFOOD	SACK		09/2021			

FY 2020-2021 - TOTAL \$2,731.20

CITY OF PORT LAVACA
MONTHLY TARIFF REPORT

Item #3.

DATE: AUGUST 9-2021

REPORTING PERIOD: JULY (MONTH) 2021 (YEAR)

COMPANY NAME: MILLER SEAFOOD CO INC

MAILING ADDRESS: 1102 BROADWAY
(P. O. Box Number or Street)

Port Lavaca (City) TX (State) 77979 (Zip Code)

Tons	Tons of Fertilizer BARGE / RAIL	(Name of Product)	@ 0.65¢ per ton
Tons	Barrels of Crude Oil	CRUDE OIL (Name of Product)	@ 0.10¢ per barrel
Tons	Sacks of Oysters	OYSTERS (Name of Product)	@ 0.30¢ per sack
Tons	Barrels of Oysters	OYSTERS (Name of Product)	@ 0.90¢ per barrel
Tons	Tons of Shrimp	SHRIMP (Name of Product)	@ \$8.00 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 \$ 0 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 9 day of AUGUST, 2021.

PRESIDENT
(Title)

CURTIS O. MILLER
(Printed Name)
Curtis O. Miller
(Duly Authorized Signature)

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

(361) 552-9793 Ext. 221

City of Port Lavaca Port Commission

rgarza@portlavaca.org

202 N. Virginia St

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

PRESTIGE OYSTER

Date Received	Reference	Description	OYSTERS	TONS	REPORTING MONTH	SACKS OF OYSTERS	TARIFF AMOUNT	
							PAID @ \$0.30	PER SACK
11/9/2020	NONE	PRESTIGE OYSTER	NONE	/	10/2020	0.000		\$0.00
12/23/2020	NONE	PRESTIGE OYSTER	NONE	/	11/2020	0.000		\$0.00
1/28/2021	NONE	PRESTIGE OYSTER	NONE	/	12/2020	0.000		\$0.00
3/2/2021	1083226	PRESTIGE OYSTER	NONE	/	01/2021	493.530		\$444.18
3/23/2021	1086045	PRESTIGE OYSTER	NONE	/	02/2021	1,960.930		\$1,764.84
4/22/2021	1089549	PRESTIGE OYSTER	NONE	/	03/2021	620.000		\$186.00
5/7/2021	1091746	PRESTIGE OYSTER	NONE	/	04/2021	206.000		\$61.80
6/14/2021	NONE	PRESTIGE OYSTER	NONE	/	05/2021	0.000		\$0.00
7/14/2021	NONE	PRESTIGE OYSTER	NONE	/	06/2021	0.000		\$0.00
8/26/2021	NONE	PRESTIGE OYSTER	NONE	/	07/2021	0.000		\$0.00
		PRESTIGE OYSTER	NONE	/	08/2021	PENDING PMT FOR AUGUST 2021		
		PRESTIGE OYSTER			09/2021			

FY 2020-2021 - TOTAL \$2,456.82

**CITY OF PORT LAVACA
MONTHLY TARIFF REPORT**

Item #3.

DATE: 8/11/2021

REPORTING PERIOD: July (MONTH) 2021 (YEAR)

COMPANY NAME: Prestige Oysters Inc

MAILING ADDRESS: P.O. Box 8448
(P. O. Box Number or Street)

Bacliff (City) TX (State) 77518 (Zip Code)

Tons	Tons of Fertilizer BARGE / RAIL	(Name of Product)	@ 0.65¢ per ton
Tons	Barrels of Crude Oil	CRUDE OIL (Name of Product)	@ 0.10¢ per barrel
Tons	Sacks of Oysters	OYSTERS (Name of Product)	@ 0.30¢ per sack
Tons	Barrels of Oysters	OYSTERS (Name of Product)	@ 0.90¢ per barrel
Tons	Tons of Shrimp	SHRIMP (Name of Product)	@ \$8.00 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 \$ 0 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 11 day of August, 2021.

V.P.
(Title)

Lisa Halili
(Printed Name)
[Signature]
(Duly Authorized Signature)

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

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

3/03/2022 3:23 AM
ZONE: 99
STAT: Active

ACCOUNT AGING REPORT

PAGE: 1
CONTRACTS: NO

Item #3.

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE
99-1303-00	RLB CONTRACTING, INC.	4/06/2021	A						0.00
99-1415-00	PRESTIGE OYSTER, INC	8/05/2021	A	5,049.00CR					5,049.00CR
99-1583-05	WILD REEF SEAFOOD LLC	6/17/2021	A	* 3,200.00	3,200.00 *				6,400.00
99-1733-02	BIG BEAR SHRIMP & SEAFOO	6/21/2021	A	3,468.72CR					3,468.72CR
99-1734-00	MILLER SEAFOOD CO INC	8/30/2021	A						0.00
99-1745-00	T. W. LaQUAY MARINE, LLC	4/06/2021	A	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	6,750.00
99-1746-00	T. W. LaQUAY MARINE, LLC	4/06/2021	A	4,227.02	4,227.02	4,227.02	4,227.02	4,227.02	21,135.10
99-1783-00	EQUALIZER INC	8/31/2021	A						0.00
99-1800-01	POOR BOYS BAIT SHOP (LEA	9/15/2021	A						0.00
99-1801-01	REYNA-RUBIO, AUSENCIO	8/18/2021	A	300.00					300.00
99-1810-00	HELENA CHEMICAL COMPANY	8/30/2021	A						0.00
99-1883-00	CABLE ONE, INC	8/06/2021	A	96.25					96.25
99-1893-00	PRESTIGE OYSTER'S INC.	8/05/2021	A	2,536.65					2,536.65
99-1909-01	EDWARD D JONES & CO.(HEA	8/31/2021	A	579.58CR					579.58CR
99-1913-02	SOMETHING MORE MEDIA, IN	8/17/2021	A	514.36					514.36
99-1923-06	BAY LTD	8/05/2021	A						0.00
99-1930-01	PORT LAVACA PLUMBING	8/27/2021	A	18.32					18.32
99-1931-06	G4S SECURE SOLUTIONS (US	8/06/2021	A	16.20					16.20
99-1932-05	G4S SECURE SOLUTIONS (US	8/06/2021	A	16.20					16.20
99-1933-03	SPIRETEK INTERNATIONAL,	8/25/2021	A	1,418.39CR					1,418.39CR
99-1963-04	HUSSONG, KEITH	8/30/2021	A						0.00
99-1973-06	SULLIVAN, TROY	8/03/2021	A	187.16CR					187.16CR
99-1983-08	PEREZ-DEL RIO, JOSE FERN	8/04/2021	A	266.70					266.70
99-1993-04	RABE, MICHAEL	8/06/2021	A	317.10					317.10
99-2003-04	ROBERTS, PERCIVAL L	8/04/2021	A	336.30					336.30
99-2013-09	COX, TERRY	8/13/2021	A						0.00
99-2043-07	HUNSAKER, ROBERT	8/31/2021	A	184.00					184.00
99-2053-10	LARGENT, CRAIG	8/20/2021	A	302.00	296.00				598.00
99-2063-09	BAIN, NORMAN D	9/01/2021	A	367.50					367.50
99-2073-08	CORPORON, WESLEY	8/30/2021	A	672.40					672.40
99-2093-07	MASSARIA, TIM	8/20/2021	A	298.20	21.40				319.60
99-2103-07	BURKLAND, JERRY	8/19/2021	A	367.50					367.50
99-2153-04	ORSBON, LIZ	8/27/2021	A	291.90CR					291.90CR
99-2193-07	McCOLLOUGH, DAVID	8/10/2021	A	176.40					176.40
99-2213-04	CAMPBELL, ED	8/16/2021	A	176.40					176.40
99-2223-10	BALLARD, SHAWN	8/05/2021	A	267.10					267.10
99-2233-06	CARTER, NICOLAS	8/10/2021	A	0.20CR					0.20CR
99-2253-07	WILEY, LEAH	8/29/2021	A	487.20CR					487.20CR
99-2273-06	JONES, CHARLIE	9/15/2021	A						0.00
99-2293-14	WALSH, TIMOTHY J.	8/11/2021	A	228.90					228.90
99-2313-13	DIODATO, DOMINIC	5/12/2020	A	472.50	472.50	472.50	472.50	3,874.50	5,764.50
99-2443-05	WALLER, KENNETH L. JR	8/17/2021	A	279.30					279.30
99-2453-08	DEWITT, TONY	6/10/2021	A	1,396.50CR					1,396.50CR
99-2589-05	WASICEK, LD	6/14/2021	A	235.20	235.20	235.20			705.60

**** BOOK # :0099 TOTAL ACCOUNTS: 44 4343.85 9802.12 6284.72 6049.52 9451.52 35931.73

REPORT TOTALS TOTAL ACCOUNTS: 44 4343.85 9802.12 6284.72 6049.52 9451.52 35931.73

* Paid in full 9/3.

PORT COMMISSION PAYMENT REPORT - AUGUST 2021

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-103963 NEWMAN, AMIE	I-202107309614	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	57939	\$300.00
			VENDOR TOTALS			\$300.00
01-100040 ANNOUNCEMENTS PLUS TOO	I-618	504 51000521.01	OFFICE: NAME PLATES		57940	\$60.00
			VENDOR TOTALS			\$60.00
01-102631 DEER OAKS EAP SERVICES	I-COPL21-07	504 51000531.04	DUES, SUBSCRIPTION.: JULY 2021 SERVICES		57952	\$1.02
			VENDOR TOTALS			\$1.02
01-102882 FRONTIER SOUTHWEST INC.	I-18830907065/082021	504 51000536.02	TELEPHONE: PHONE CHARGES AUGUST 2021		58062	\$101.96
			VENDOR TOTALS			\$101.96
01-102645 GEXA ENERGY, LP	I-32716419-4	504 51000536.01	ELECTRICITY: ELECTRICITY SERVICES JULY 2021		57965	\$1,749.48
			TESTENGER			\$123.86
			EDWARD JONES & SOMETHING MORE			\$97.78
			SPIRETECH			\$145.80
			NAUTICAL LANDING DAYROOM			\$156.14
			NL MARINA BUILDING FLOOD LIGHT			\$42.45
			NL BOAT SLIPS			\$556.19
			HARBOR OF REFUGE			\$0.00
			HARBOR OF REFUGE FLOOD LIGHT			\$389.94
			CITY HARBOR			\$0.00
			PORT LAVACA PLUMBING			\$237.32
			VENDOR TOTALS			\$1,749.48
01-101839 HARRISON, WALDROP	I-82728	504 51000532.01	AUDIT FEES: AUDIT FEES		58071	\$500.00
			VENDOR TOTALS			\$500.00

PORT COMMISSION PAYMENT REPORT - AUGUST 2021

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102578 J & S CONTRACTORS, INC.	I-EST. 3	504 51000563.05	CE- INFRASTRUCTURE:	LOW DOCK REPAIRS	58073	\$9,979.68
01-102578 J & S CONTRACTORS, INC.	I-NO 3	504 51000563.05	CE- INFRASTRUCTURE:	DOCK B REPAIRS	57972	\$1,724.18
01-102578 J & S CONTRACTORS, INC.	I-NO 3	504 51000563.05	CE- INFRASTRUCTURE:	DOCK B REPAIRS	57972	\$5,250.00
			VENDOR TOTALS			\$16,953.86
01-100335 PORT LAVACA, CITY OF	I-07/2021	504 51000536.03	WATER:	WATER/SEWER JULY 2021	57998	\$189.55
			VENDOR TOTALS			\$189.55
01-102309 REPUBLIC SERVICES #847	I-0847-001159091	504 51000533.14	CONTRACTED SERVICES :	CONTAINER - PORT COMMISSION	58101	\$253.70
			VENDOR TOTALS			\$253.70
01-103103 OELSCHEGEL, EARL	I-7222021	504 51000542.25	R & M- BUILDING :	ELECTRICAL SERVICES	58001	\$150.00
			VENDOR TOTALS			\$150.00
01-102621 UNIFIRST HOLDINGS, INC.	I-815-0913092	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	58010	\$64.54
01-102621 UNIFIRST HOLDINGS, INC.	I-815-0916324	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	58010	\$59.48
01-102621 UNIFIRST HOLDINGS, INC.	I-815-0916974	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	58112	\$46.60
01-102621 UNIFIRST HOLDINGS, INC.	I-815-0917621	504 51000523.03	CLEANING & JANITORIAL:	CLEANING SUPPLIES	58112	\$60.60
			VENDOR TOTALS			\$231.22
01-102014 VERIZON WIRELESS	I-9884246766	504 51000536.02	TELEPHONE :	CELL PHONE CHARGES	58014	\$40.25
			VENDOR TOTALS			\$40.25
01-100461 WAL-MART	I-06604	504 51000521.01	OFFICE:	OFFICE EQUIPMENT	58018	\$74.70
			VENDOR TOTALS			\$74.70
REPORT GRAND TOTAL:						\$20,605.74

Item #3.

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021504-PORT REVENUE FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	621,500	621,500	0	51,855.85	630,805.79	0.00 (	9,305.79)	101.50
FINES & FORFEITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	1,306,075	1,336,275 (	30,200)	0.00	1,138.82	0.00	1,335,136.34	0.09
GRANT AND CONTRIBUTION R	0	0	0	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	1,927,575	1,957,775 (	30,200)	51,855.85	631,944.61	0.00	1,325,830.55	32.28
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,500	1,500	0	0.00	1,202.90	0.00	297.10	80.19
CITY HARBOR	0	0	0	499.00	39,455.68	0.00 (	39,455.68)	0.00
HARBOR OF REFUGE	0	0	0	0.00	12,304.91	19,983.71 (	32,288.62)	0.00
SMITH HARBOR	50,000	50,000	0	0.00	1,274.96	0.00	48,725.04	2.55
NAUTICAL LANDINGS MARINA	0	0	0	0.00	119.99	0.00 (	119.99)	0.00
OPERATIONS	1,876,075	1,876,075	0	27,757.73	1,248,272.88	44,338.37	583,463.91	68.90
NON DEPARTMENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,927,575	1,927,575	0	28,256.73	1,302,631.32	64,322.08	560,621.76	70.92
REVENUES OVER/ (UNDER) EXPENDITURES	0	30,200 (	30,200)	23,599.12 (	670,686.71) (	64,322.08)	765,208.79	2,433.80-

92% Target

1,927,575
 1,321,125
 596,450

32.28
 106%

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021

504-PORT REVENUE FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	95,000	95,000	0	8,612.14	102,748.80	0.00	(7,748.80)	108.16
436.10 HAR REFUGE- DOCK RENTA	0	0	0	1,432.02	41,382.92	0.00	(41,382.92)	0.00
436.11 HAR REFUGE-DOCK LEASES	247,000	247,000	0	24,466.55	252,545.96	0.00	(5,545.96)	102.25
436.12 TARIFFS	130,000	130,000	0	4,841.18	93,549.81	0.00	36,450.19	71.96
436.20 N L DOCK RENT- TRANSIE	1,000	1,000	0	0.00	545.90	0.00	454.10	54.59
436.21 N L-DOCK LEASE	85,000	85,000	0	6,618.80	76,562.28	0.00	8,437.72	90.07
436.22 N L -BLDG LEASE	50,000	50,000	0	5,885.16	62,320.12	0.00	(12,320.12)	124.64
436.23 N L - BLDG RENTAL	5,000	5,000	0	0.00	1,150.00	0.00	3,850.00	23.00
436.24 SMITH HARBOR RENT	8,500	8,500	0	0.00	0.00	0.00	8,500.00	0.00
TOTAL USER & SERVICE CHARGES	621,500	621,500	0	51,855.85	630,805.79	0.00	(9,305.79)	101.50
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE								
451.01 INTEREST INCOME	5,000	5,000	0	0.00	654.82	0.00	4,345.18	13.10
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	150	150	0	0.00	484.00	0.00	(334.00)	322.67
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	1,300,925	1,331,125	(30,200)	0.00	0.00	0.00	1,331,125.16	0.00
TOTAL OTHER REVENUE	1,306,075	1,336,275	(30,200)	0.00	1,138.82	0.00	1,335,136.34	0.09
GRANT AND CONTRIBUTION R								
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	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	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	1,927,575	1,957,775	(30,200)	51,855.85	631,944.61	0.00	1,325,830.55	32.28

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021

504-PORT REVENUE FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	0.00	1,202.90	0.00	297.10	80.19
TOTAL SERVICES	1,500	1,500	0	0.00	1,202.90	0.00	297.10	80.19
TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	0.00	1,202.90	0.00	297.10	80.19

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021

504-PORT REVENUE FUND
CITY HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50800533.20 CONTRACTED SERV-CITY H	0	0	0	499.00	39,455.68	0.00 (	39,455.68)	0.00
TOTAL SERVICES	0	0	0	499.00	39,455.68	0.00 (	39,455.68)	0.00
<u>MAINTENANCE</u>								
50800542.21 R & M- INFRAS- CITY HA	0	0	0	0.00	0.00	0.00	0.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	0	0	0	0.00	0.00	0.00	0.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY HARBOR	0	0	0	499.00	39,455.68	0.00 (	39,455.68)	0.00

504-PORT REVENUE FUND
HARBOR OF REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50820533.20 CONTRACTED SERV- HOR	0	0	0	0.00	12,304.91	19,983.71	(32,288.62)	0.00
TOTAL SERVICES	0	0	0	0.00	12,304.91	19,983.71	(32,288.62)	0.00
<u>MAINTENANCE</u>								
50820542.21 R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL HARBOR OF REFUGE	0	0	0	0.00	12,304.91	19,983.71	(32,288.62)	0.00

504-PORT REVENUE FUND
SMITH HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	0.00	1,274.96	0.00	48,725.04	2.55
TOTAL SERVICES	50,000	50,000	0	0.00	1,274.96	0.00	48,725.04	2.55
<u>MAINTENANCE</u>								
50840542.21 R & M- INFRAS- SMITH H	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SMITH HARBOR	50,000	50,000	0	0.00	1,274.96	0.00	48,725.04	2.55

504-PORT REVENUE FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SERVICES</u>								
50860533.20 CONTRACTED SERV- NL MA	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MAINTENANCE</u>								
50860542.03 R & M- BUILDING- NL MA	0	0	0	0.00	119.99	0.00 (	119.99)	0.00
50860542.21 R & M- INFRAS- NL MAR	0	0	0	0.00	0.00	0.00	0.00	0.00
50860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.27 R & M- IMPROV OTB- NL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	119.99	0.00 (	119.99)	0.00
TOTAL NAUTICAL LANDINGS MARINA	0	0	0	0.00	119.99	0.00 (	119.99)	0.00

504-PORT REVENUE FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	66,139	66,139	0	5,448.80	61,766.36	0.00	4,372.44	93.39
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	5,161	5,161	0	592.41	4,682.63	0.00	478.05	90.74
51000512.10 EMPLOYER-T.M.R.S.	4,134	4,134	0	336.20	3,816.73	0.00	316.95	92.33
51000512.20 GROUP H/D INS PREMIUMS	16,637	16,637	0	774.58	7,741.95	0.00	8,895.45	46.53
51000512.30 WORKER'S COMPENSATION	1,849	1,849	0	0.00	1,314.02	0.00	534.58	71.08
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	503.39	0.00	3.39	100.68
TOTAL PERSONNEL SERVICES	94,419	94,419	0	7,151.99	79,825.08	0.00	14,594.08	84.54
MATERIALS & SUPPLIES								
51000521.01 OFFICE	800	800	0	134.70	1,127.77	0.00	327.77	140.97
51000523.03 CLEANING & JANITORIAL	3,500	3,500	0	531.22	3,763.25	0.00	263.25	107.52
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	600	600	0	0.00	24.14	0.00	575.86	4.02
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	0.00	140.07	0.00	159.93	46.69
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	1,490.42	0.00	509.58	74.52
TOTAL MATERIALS & SUPPLIES	7,200	7,200	0	665.92	6,545.65	0.00	654.35	90.91
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	504.95	0.00	4.95	100.99
51000531.04 DUES, SUBSCR., & PUBLI	200	200	0	1.02	10.20	0.00	189.80	5.10
51000532.01 AUDIT FEES	2,985	2,985	0	500.00	2,400.00	0.00	585.00	80.40
51000532.06 HEALTH & FITNESS	0	0	0	0.00	120.28	0.00	120.28	0.00
51000532.07 LEGAL- REGULAR	5,000	5,000	0	0.00	3,372.00	0.00	1,628.00	67.44
51000533.14 CONTRACTED SERVICES	16,500	16,500	0	253.70	14,516.65	0.00	1,983.35	87.98
51000535.01 GENERAL LIABILITY INSU	1,900	1,900	0	0.00	2,250.92	0.00	350.92	118.47
51000535.10 WINDSTORM INS	8,500	8,500	0	0.00	2,901.05	0.00	5,598.95	34.13
51000535.11 FLOOD INS	1,375	1,375	0	0.00	1,374.00	0.00	1.00	99.93
51000536.01 ELECTRICITY	30,000	30,000	0	1,749.48	18,969.45	0.00	11,030.55	63.23
51000536.02 TELEPHONE	2,600	2,600	0	142.21	1,578.77	0.00	1,021.23	60.72
51000536.03 WATER	2,800	2,800	0	189.55	2,463.97	0.00	336.03	88.00
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	72,360	72,360	0	2,835.96	50,462.24	0.00	21,897.76	69.74
MAINTENANCE								
51000541.02 LANDSCAPING	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000542.03 R & M- BUILDING	0	0	0	0.00	523.59	747.00	1,270.59	0.00
51000542.21 R & M- INFRASTR. (HARBO	0	0	0	0.00	120.00	0.00	120.00	0.00
51000542.25 R & M- BUILD (NAUTICAL	5,000	5,000	0	150.00	2,965.05	0.00	2,034.95	59.30
51000543.04 R & M IMPROVEMENTS 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	0.00	0.00	1,000.00	0.00
51000544.50 R & M- FURNITURE & EQU	1,000	1,000	0	0.00	104.99	0.00	895.01	10.50
51000544.55 R & M- VEHICLES & TRAI	500	500	0	0.00	518.63	0.00	18.63	10.00

Item #3.

504-PORT REVENUE FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
51000544.65 R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	450,000	450,000	0	0.00	21,575.00	16,075.00	412,350.00	8.37
TOTAL MAINTENANCE	475,200	475,200	0	150.00	25,807.26	16,822.00	432,570.74	8.97
SUNDRY								
51000552.02 PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03 BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15 DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25 DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FD 001- ADMI	35,583	35,583	0	0.00	29,652.50	0.00	5,930.50	83.33
51000553.02 XFER OUT- FD 310- '08	127,128	127,128	0	0.00	105,940.00	0.00	21,188.00	83.33
51000553.05 XFER OUT- FD 322 - 201	133,201	133,201	0	0.00	111,000.80	0.00	22,200.20	83.33
51000553.60 XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65 XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80 XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81 DEPRECIATION EXPENSE	185,984	185,984	0	0.00	154,986.70	0.00	30,997.30	83.33
TOTAL SUNDRY	481,896	481,896	0	0.00	401,580.00	0.00	80,316.00	83.33
CAPITAL EXPENDITURES								
51000561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03 CE- BUILDING & IMPROV	80,000	80,000	0	0.00	13,461.00	0.00	66,539.00	16.83
51000563.05 CE- INFRASTRUCTURE	665,000	665,000	0	16,953.86	670,591.65	27,516.37	33,108.02	104.98
TOTAL CAPITAL EXPENDITURES	745,000	745,000	0	16,953.86	684,052.65	27,516.37	33,430.98	95.51
TOTAL OPERATIONS	1,876,075	1,876,075	0	27,757.73	1,248,272.88	44,338.37	583,463.91	68.90

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021

504-PORT REVENUE FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.40 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
SUNDRY								
59800551.203 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,927,575	1,927,575	0	28,256.73	1,302,631.32	64,322.08	560,621.76	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0	30,200 (	30,200)	23,599.12 (	670,686.71) (	64,322.08)	765,208.79	2,433.80-

*** END OF REPORT ***

BALANCE SHEET - UNAUDITED

AS OF: AUGUST 31ST, 2021

Item #3.

504-PORT REVENUE FUND

ACCOUNT# TITLE

ASSETS

=====

111.21	CLAIM ON CONS CASH	734,749.20	-
112.11.6001	INVESTMENTS-LOGIC	752,922.90	-
113.24	UNAPPLIED CREDITS (	4,375.02)	
113.27	PTC ACCTS RECEIVABLE (UB	64,374.42	
116.01.0001	PREPAID INSURANCE	12,761.32	
151.01.1000	LAND	1,919,338.57	
152.01.1000	BUILDINGS	1,313,990.38	
152.02.2000	ACCUM DEPRECIATION-BUIL(	757,535.28)	
153.01.1000	IMPROVEMENTS OTHER THAN	1,967,672.24	
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,561,633.44)	
154.01.1000	MACHINERY & EQUIPMENT	27,343.00	
154.02.2000	ACCUM DEPR-MACHINERY & (	27,343.00)	
155.01.1000	CONSTRUCTION IN PROGRESS	60,560.91	
156.01.1000	INFRASTRUCTURE	4,590,627.69	
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,751,186.21)	

6,342,267.68

TOTAL ASSETS

6,342,267.68

LIABILITIES

=====

207.21	CUSTOMER DEPOSIT	300.00
211.67	SOCIAL SECURITY-PAYABLE(	379.57)
211.99	YMCA (	4.35)
212.30	ACCURED VACATION	1,606.28
213.01	BOND PREMIUM (SERIES '18	99,435.95
214.01.0701	DUE TO PAYROLL FUND (	2,065.52)
216.20.3006	BONDS PAYABLE-CURRENT	160,000.00
221.20	BONDS PAYABLE NON-CURREN	2,270,000.00

2,528,892.79

TOTAL LIABILITIES

2,528,892.79

FUND EQUITY/BALANCE

=====

320.07	ENCUMBRANCES (	180,788.67)
320.08	RESERVE FOR ENCUMBRANCES	180,788.67
320.09	PRIOR YEAR ENCUMBRANCE	110,587.52
320.10	PRIOR YEAR RESERV/ENC (	110,587.52)

002

734,749.20 +

752,922.90 +

1,487,672.10 *

0.0

BALANCE SHEET - UNAUDITED

AS OF: AUGUST 31ST, 2021

Item #3.

504-PORT REVENUE 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	999,973.60
	TOTAL FUND EQUITY/BALANCE	4,484,061.60
	TOTAL REVENUES	631,944.61
	TOTAL EXPENSES	1,302,631.32
	EXCESS REVENUES OVER EXPENDITURES	(670,686.71)
	TOTAL LIABILITIES & FUND EQUITY/BALANCE	6,342,267.68
		=====

COMMUNICATION

SUBJECT: RECEIVE REPORT ON COUNCIL ACTION ON CHANGES TO APPENDIX
A OF THE CODE OF ORDINANCES - FEE, RATES AND CHARGES

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.04.2021

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: COUNCIL ACTION ON CHAPTER 54 – WATERWAYS APPENDIX A FEES & RATES

Attached is the memo that I presented to Council on August 8 regarding the Port Commission's recommendation for the Rate Schedule for Chapter 54. The adopted the rates as recommended except they changed it to \$833/month (\$10,000 per year) for the use of the Rail Spur at the Harbor of Refuge.

Attachment: Memo dated 8.2.2021 to City Council

CITY OF PORT LAVACA

DATE: 8.05.2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: SCHEDULE A – CHAPTER 54 WATERWAYS RATE SCHEDULE

Below is a copy of the rate schedule for Chapter 54 Waterways in the City Code of Ordinances, with the proposed changes highlighted in yellow as recommended by the Port Commission for the FY 2021-22.

*** As you recall, Helena had asked for removal of the \$75/car tariff that was adopted last year. I had initially approached them with a proposed \$10,000/year rail fee to provide funds to maintain the rail and they were accepting of that. The Port Commission is recommending \$1,000/month or \$12,000/year. I have reached out to Helena regarding a \$1,000/month fee instead and Louis provided the following response:

As stated earlier I can't think of a port lease where we pay additional fees for rail service. It will have us looking harder at our options and concerned that our type business, which is bulk commodities, doesn't allow for all of our costs to be passed along. We unfortunately run a low margin business where we buy and sell - only so much latitude in pricing. Don't know we have a lot of choice short term other than to accept the increase.

Thanks for your help. It is appreciated.

Regards Louis

I did then confirm with Mr. Rodrigue that Helena was still OK with the \$10,000/year (\$833/mo) rate and he said yes.

Tariffs:	DRAFT	
	Oysters per sack	\$0.00
	Oysters per barrel	\$0.00
	Shrimp per ton	\$0.00
	Crude/condensate per barrel	\$0.10
	Crude/condensate per ton of bulk	\$0.65
	Public Dock Space	
	Per day per barge	\$200.00
	Harbor of Refuge	
	Dockage Space - LF/month	\$3.30
	Use of Rail spur - LS/month	\$1,000.00 ***
	Marina Rates	
	Dockage Space - LF/month	\$6.30
	110 v. 30-amp Connection - per month	\$52.50
	220 v. 50-amp Connection - per month	\$105.00
	Water and Trash Included in all rentals If paid annually, will discount one month's rental	
	Transient rate < 35 ft.	\$15.75
	Transient rate > 35 ft.	\$21.00

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS OF CAPITAL IMPROVEMENT PROJECTS

INFORMATION:

a) Upper Docks at City Harborb) Dredging of Smith Harborc) Renovations to Nautical Landings Marina Break-water - TPWL Grantd) Improvements to the Nautical Landings Marina Buildinge) CDBG-MIT Coastal Resilience Project / Restore Project

Project Reporting Date	9/3/2021
Project Name	Upper Dock City Harbor Dock Repairs
Engineer	Urban Engineering
Contractor	N/A

Notice of Award	N/A
Notice To Proceed	N/A
Completion Date	N/A
Final Inspection	N/A

Status Summary

The project is currently in the bidding phase. The prebid conference was held 8/26/21 and bids will be opened 9/7/21.

* This will be on Council agenda 9.13.21 for consideration of award.

Project Reporting Date	9/3/2021
Project Name	Smith Harbor Dredging
Engineer	Urban Engineering
Contractor	Derrick Construction

Notice of Award	4/13/2021
Notice To Proceed	7/1/2021
Completion Date	10/23/2012
Final Inspection	n/a

Status Summary

The contractor began dredging August 24. They are approximately 30 - 40% complete with the dredging.

Project Reporting Date	9/3/2021
Project Name	N/L MARINA BREAKWATER PROJECT
Engineer	Urban Engineering
Contractor	n/a

Notice of Award	n/a
Notice To Proceed	n/a
Completion Date	n/a
Final Inspection	n/a

Status Summary

The plans were sent to TPWD on August 12 for their review. In addition, the TPWD sent some documents to be filled out and returned. We are working through those forms at this time.

CITY OF PORT LAVACA

DATE: 9.03.2021**PC MEETING:** 9.07.2021**TO:** PORT COMMISSION CC: J. RUDELLAT**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CDBG-MIT GRANT COASTAL RESILIENCY PROJECT / RESTORE GRANT

We still have not received the grant documents from the GLO for this 13.6M CDBG-Mitigation Grant, but have been told it shouldn't be too much longer.

We are however making progress finally on the ReStore Grant which will remove the barges. As you recall in July we reported that the application submittal to the U.S. Treasury from TCEQ on this project was riddled with issues. At the time there was a proposal being considered to name the GLO as the beneficiary of the ReStore Act funds instead of the City and GLO would move ahead with the work and be reimbursed later. This proposal was rejected and so it was back in our laps to make the needed corrections/revisions to the application submittal so TCEQ can submit it to the U.S. Treasury for funding. After much discussion with GLO and TCEQ, we were introduced to Kim Griffin, a local woman who has worked for GLO for 30+ years and is recently retired. She has the expertise and experience we need to get this project off dead center.

I have Jessica Carpenter, our Director of Development Services as the Lead on this project. She is working with Kim, GLO and TCEQ to get Kim on board to provide her expertise to us in finishing the application as well as administer the implementation of the project. Preliminarily, we're looking at around a \$15,000 fee, which will be reimbursed by the grant.

We are planning to use Kim's expertise with regard to other potential grant opportunities to fund other needs we have.

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

a) Voluntary Restoration of disturbed final cover at the Harbor of Refuge Tract 16.b) Limited Phase II Environmental Site Assessment of Harbor of Refuge Tracts 16, 17, and 17A.c) Proposed Air Burner for Brush Operations and Cleanup at the Harbor of Refuge.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.04.2021

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: VOLUNTARY RESTORATION OF DISTURBED FINAL COVER AT THE HOR TRACT 16

Randy Boyd has not begun working on this. At the end of July, he said he still needed things to dry out more in order to complete the restoration work. Recall that the scope includes providing 18" of clay soil and 6" of topsoil over an area about 150' x 95' and graded to drain.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.03.2021
TO: PORT COMMISSION
CC: JIM RUDELLAT, HARBOR MASTER
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: TRACTS 16, 17, AND 17A OF THE HARBOR OF REFUGE



As you recall, earlier this year we contracted with CRG Texas Environmental Services to perform a Limited Phase II Environmental Site Assessment/TRRP Applicability Determination Report on the referenced site. This report was submitted to TCEQ in early July, requesting TCEQ consider exclusion of this site from further action under TRRP (Texas Risk Reduction Program).

John Hogue with CRG reports that the submittal has been assigned a tracking number in the Central Registry of TCEQ, so someone has been assigned to it. There is a due date of November 1. Based upon previous experience, I wouldn't expect to hear anything from them until just before this due date.

Again the hope is that TCEQ will agree that no further action or monitoring is needed.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.03.2021

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: BRUSH AT HARBOR OF REFUGE AND POTENTIAL SITE FOR AIR BURNER

Brush at Harbor of Refuge:

- The brush staged at the Harbor of Refuge was chipped by Republic's subcontractor in mid-August.
- Republic has let me know that they will accept (no cost) any wood chips that we can deliver to them in Victoria. I spoke with Philip Gonzales to get an estimate of what it would cost to haul the chips to Victoria. He told me \$150-\$200/30 yard load. Mike Reeves (Republic) told me that the recently chipped brush amounted to approximately 12,500 CY. So $12,500 / 30 = 417$ hauls $\times$ \$150 = \$62,550 at least. We are making some progress on the Air Burner project, so my recommendation is to wait until we have that set up and then consider a contract to have all of the chips hauled to the air burner site for burning. This 12,500 CY is just the most recent chipping. There are several times more than that total on the site, being what has been chipped over the past many years.

Airburner status:

- Judge Meyer was able to get me a copy of the closure survey for the Calhoun County Landfill, where their recycle center is now. I have attached the site drawing which identifies clearly the location of the solid waste disposal areas. After several informal discussions with TCEQ, I am fairly confident that we can successfully permit the installation of an air burner on this site, as long as we stay at least 300 ft from any property line or recorded solid waste disposal area. I have had informal conversations with Judge Meyer and Commissioner Lyssey and we're optimistic that we can work together to locate the air burner at this location for the use of the City and the County. I am putting together some information and ideas and plan to meet with the Commissioners Court in the next few weeks. I hope to be prepared to get authorization from Council to purchase the air burner on either a Special meeting on Sept 27 or the regular meeting in October.

COMMUNICATION

SUBJECT: 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**A) City Harbor**

- 1) Miller Seafood lease was executed July 13, 2021.
- 2) Pre bid for high dock was August 26, 2021.
- 3) Marvelous Gardens is going to cut grass spray weeds at track 9.

B) Nautical Landings Building

- 1) Working on facelift on front building — removed old plants and repairing sign.
- 2) Victor Fredrickson working on a scope to replace the doors.

C) Nautical Landings Marina

- 1) Dominic Diodato, we are awaiting court date.
- 2) Matt Estes awaiting Probate.
- 3) Abandon boat
- 4) Horizon Environmental been onsite 0 times since last PC meeting.

D) Smith Harbor

- 1) Poor Boys Bait, lease is at legal for review.
- 2) Dredging, Derrick Construction started work August 23, 2021.

E) Harbor of Refug

- 1) Diamond K track evaluation done May 27, 2021, bid the required work Diamond K \$18,298.00 lone Star Rail Road Contractors \$18,775.00. Awarded to Diamond K
- 2) September 2, 2021 Gonzales Contracting clearing an area to place material from Smith Harbor.

COMMUNICATION

SUBJECT: NEW LEASE FOR SUITE 4, NAUTICAL LANDINGS OFFICE BUILDING

INFORMATION:

CITY OF PORT LAVACA

DATE: 8.31.2021

TO: PORT COMMISSION **CC:** J. RUDELLAT

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: SOMETHING MORE MEDIA LEASE NEGOTIATIONS – SUITE 4 NAUTICAL LANDINGS

The current lease for Something More Media (Suite 4 Nautical Landings Office Building) expires on September 30, 2021. Under the current lease Tania French is paying \$484.36/mo plus \$30/mo for electricity. I have prepared the attached draft Lease for your consideration, using the Standard Office Lease Document prepared by Anne Marie last year. The proposed lease includes the following:

- Base Rent of \$1.00/SF (current rate is \$0.78/sf). I am proposing to discount this by \$50 a month to account for the fact that, 1) for the convenience of the City, Tania uses her office to stage a variety of materials and supplies used for various City events throughout the year and 2) also she serves as a backup to Jim Rudellat in handling the conference room rentals and other tenant needs from time to time. (With the discount, this is \$0.92/sf) Should the situation change and the reasons for the discount are no longer applicable or valid, the discount will be revoked.
622 SF x \$1/SF - \$50 = \$572/month. (This is a 18% increase over the existing rent)
- From research that Jim Ruddellat has done, the meter that includes the electricity for this Suite, also includes the electricity for Edwards Jones (Suite 3) and the electricity for the Day Room. The A/C for the Day Room is on a different meter, but this meter includes the Day Room Lights, plugs, Refrigerator, Washer and Dryer. On average we are paying \$268/month for this meter. This Suite accounts for approximately 25% of the area of the DayRoom, Suite 3 and Suite 4. There is no definitive way to determine how much each tenant is using, so I am proposing we agree to a fixed amount of \$68/month. This is an increase of \$38 over what she is currently paying. This amount correlates to the 11 cents per sf cost that Suite 2 pays for electricity. Suite 2's meter is not combined with any other space.
- In Summary:

New monthly rent payment =	\$572
New monthly electric cost =	<u>\$68</u>
Total	\$640

This is an increase of \$125.64/mo or 24.4%. Although this is a significant increase, Tania recognizes that the increase is needed to be in closer step with other tenants and she is in agreement.

- Rent shall be adjusted annually during the term of the lease, per the MCI, 2% min and 5% maximum
- Electric cost will be adjusted as may be required by any percentage increase in the KWH cost, which is currently at 0.03883/kWh.
- Tania will accept as much as a 5-year lease if offered. I would recommend at least a 3-year lease.

Office Lease

Date: October 1, 2021

Landlord:

CITY OF PORT LAVACA, TEXAS, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

Tenant:

**TANIA FRENCH DBA
SOMETHING MORE MEDIA**
106 South Commerce St. Suite 4
Port Lavaca, Texas 77979

Premises:

Approximate square feet: 597 sf (office) + 25 sf (restroom) = 622 net square feet

Name of Building: Nautical Landings

Street address/suite: Suite 4 _____

City, state, zip: Port Lavaca, Texas 77979

Term (months): 36 * Tania would accept a 5 year lease if offered

Commencement Date: October 1, 2021 _____

Termination Date: September 30, 2024

Base Rent (monthly): \$1.00/sf discounted by a lump sum of \$50/month to account for 1) the space is used for staging of City Events materials and supplies and 2) Tania agrees to serve as a backup to the Harbor Master on occasion to assist with the Nautical Landings conference room rentals and other tenant needs: \$622 less \$50 = \$572/month. Should the situation change and the reasons for the discount are no longer applicable or valid, the discount will be revoked.

Rent shall be adjusted on October 1st each year by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st with a 2% minimum and a 5% maximum. City may give a courtesy notice of any increase annually, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

Tenant's Electricity Share: \$68/month

Permitted Use: Business Establishment

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 \$68.00, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of \$0.03883/kWh. Such payment for electricity 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. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

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 untenable 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.

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

John D. "Jack" Whitlow, Mayor

(TENANT)

Printed Name: _____

COMMUNICATION

SUBJECT: NEW LEASE OF TRACT 9 AND 10 CITY HARBOR

INFORMATION:



CITY OF
PORT LAVACA

AGENDA 9

Item #9.

202 N. Virginia, Port Lavaca, Texas 77979 www.portlavaca.org
Phone: (361)-552-9793 Ext. 222

September 1, 2021

Mr. Anthony Vu
c/o Kha Truong
614 Maplewood
Victoria, Texas 77904

Re: Public access to 1.225 acres at 912 Broadway St. Port Lavaca
Property ID 27873

As you are aware, there exists a 50-ft wide public right-of-way, perpendicular to Broadway Street, which provides public access to the 1.225 acres that you own at 912 Broadway St. in Port Lavaca.

The City is considering reducing this right-of-way width to 25 ft with a widening at the east end, as shown on the attached sketch. The road base in the width will be maintained in order to continue to provide public access to your property. The purpose of the reduction of this right-of-way width would be to provide one continuous tract of land along the three sides of the concrete bulkhead, suitable for leasing.

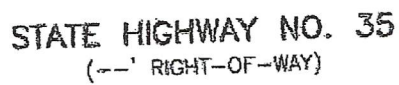
I am reaching out to you for any comments or concerns you may have regarding this proposal. Please contact me by email at jweaver@portlavaca.org or via cell/text at 361-827-3601 and I'll be happy to answer your questions and discuss this in more detail.

I look forward to hearing back from you soon.

Best Regards,

JoAnna P. "Jody" Weaver, P.E.
Interim City Manager
jweaver@portlavaca.org
361-827-3601

xc: file



COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.04.2021

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: STATUS ON LEASE FOR T.W. LAQUAY MARINE, LLC (TR 3, 11, 12 AT HOR)

Port Commission's recommendation to send T.W. LaQuay a 60-day notice that this lease will not be renewed once it expires on December 31, will be on the City Council agenda for October 11, 2021. If there is any change in the account status by the October 5 Port Commission, I will place this on the agenda for reconsideration. Otherwise, it will be on the Council's October meeting agenda as recommended in August.

COMMUNICATION

SUBJECT: REPORT ON HIRING SPECIAL COUNSEL ON ENFORCEMENT OF LEASE CONTRACTS.

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: September 7, 2021

DATE: 9.04.2021

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: STATUS ON SPECIAL COUNSEL FOR LEASES

During a closed session at the regular City Council meeting on August 9, I presented to Council the recommendation of the Port Commission to hire outside special counsel to represent the City on enforcement of lease contracts. City Council returned to open session and took no action.