



## REGULAR PORT COMMISSION MEETING

Tuesday, February 20, 2024 at 10:00 AM

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

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### PUBLIC NOTICE OF MEETING

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

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

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

### AGENDA

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

#### MEETING PROCEDURE

*Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting TUESDAY, FEBRUARY 20, 2024 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:*

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

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/82470078313?pwd=ek1xTFVVVV3o1TnY5QXEExeDd0VElhZz09>

*Meeting ID: 824 7007 8313*

*Passcode: 263827*

*One Tap Mobile*

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

*Dial by your location*

*+1 346 248 7799 US (Houston)*

**CALL TO ORDER**

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

**CONSENT AGENDA**

1. APPROVAL OF MINUTES
  - A) MINUTES OF JANUARY 30, 2024 - SPECIAL MEETING
  
2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT FOR JANUARY 2024.

**REPORTS**

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND
  - a) Tariff Report
  - b) Account Aging Report
  - c) Payment Report
  - d) Revenue and Expenditure Report
  - e) Balance Sheet / Property Tax Distribution
  - f) Profit and Loss Cash Flow Report
  
4. RECEIVE STATUS REPORTS
  - a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver
  - b) CDBG-MIT Coastal Resilience Project - Presenter Jody Weaver
  - c) Restore Project - Presenter Jody Weaver
  - d) Culvert Replacement Project #P-2024-019 (CDBG-MIT Round 2 application) - Presenter Jody Weaver
  
5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS
  - a) Status report regarding Voluntary Restoration Project II at the Harbor of Refuge (CDBG-MIT Round 2 application) - Presenter Jody Weaver
  - b) Status report regarding GLO CEPRA Grant - Presenter Jody Weaver
  - c) MBMT Grant Project Downtown Waterfront Public Access Improvement - Presenter Jody Weaver

**6. 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: LEASES**

**7. DISCUSS NEW LEASE AGREEMENT FOR PRESTIGE OYSTERS INC - CITY HARBOR TRACT 10 - PRESENTER JODY WEAVER**

**ACTION ITEMS: NEW BUSINESS**

**8. DISCUSS AND CONDISIDER AMENDMENTS TO THE TARIFF 1A WHICH GOVERNS THE RULES AND FEES ASSOCIATED WITH THE WATER WAYS LOCATED IN THE CITY OF PORT LAVACA AND ITS ETJ - PRESENTER JODY WEAVER**

**COMMENTS**

**9. 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, February 20, 2024**, beginning at **10:00 a.m.**, was posted at city hall, easily accessible to the public, as of **05:00 p.m. Friday, February 16, 2024**.

          /s/ Rachel Garza          .

*Rachel Garza, Administrative Assistant*

**ADA NOTICE**

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

# **COMMUNICATION**

**SUBJECT:** APPROVAL OF MINUTES

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## **INFORMATION:**

A) MINUTES OF JANUARY 30, 2024 - SPECIAL MEETING



# SPECIAL PORT COMMISSION MEETING

Tuesday, January 30, 2024 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 30<sup>TH</sup> day of January 2024, the Port Commission of the City of Port Lavaca, Texas, convened in a special session at 10:01 a.m. in the regular meeting place in City Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

**ROLL CALL:**

Alex Davila	Commissioner / Chairman
Raymond Butler**	Commissioner / Secretary
Mike McGuire	Commissioner
Robert Knox	Commissioner
Sue Traylor	Commissioner
Larry Nichols	Commissioner
Jamie O'Neil	Commissioner

\*\*And with the following:

Commissioner Butler arrived at 10:05 a.m. during Agenda #3

*(Author's note; The Regular Port Commission Meeting scheduled for January 16, 2024, was cancelled due to Winter Weather Conditions)*

### CONSENT AGENDA

#### 1. APPROVAL OF MINUTES

a) MINUTES OF DECEMBER 19, 2023 - 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 Regular December Minutes of the Special Port Commission meeting held on January 30<sup>th</sup>, 2024, are hereby approved.

Seconded by Commissioner Knox.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Robert Knox, Sue Traylor, Larry Nichols, and Jamie O'Neil

Voting Nay: None

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

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 December 2023 Inspection Report of the Special Port Commission meeting held on January 30<sup>th</sup>, 2024, are hereby approved.

Seconded by Commissioner Knox.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Robert Knox, Sue Traylor, Larry Nichols, and Jamie O'Neil

Voting Nay: None

## **REPORTS**

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

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

A copy of these reports, in their entirety, can be found in the Port Commission meeting packet dated January 30<sup>th</sup>, 2024.

Agenda item discussed.

No action was taken.

#### 4. RECEIVE STATUS REPORTS

a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver

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

From: Robin Kolton, TPWD

The updated information from Matt Glaze on January 5, 2024, was received and the information has been submitted to FMS for their review. I know they are reviewing, but I don't have an exact date that it will be reviewed/returned for additional information/approved. As soon as I get the information, I will contact you and will keep you updated.

b) CDBG-MIT Coastal Resilience Project - Presenter Jody Weaver

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

From: Thomas Everett, PE

We don't have anything on the calendar yet with the COE. Our environmental sub is working toward finalizing the permit application. They expect us to begin engaging with the COE at the end of the month/early February and will try for a JEM meeting by mid-February.

- A copy of the November and December 2023 Progress Report from Mott McDonald can be found in the Port Commission Packet dated January 30, 2024

c) Restore Project - Presenter Jody Weaver

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

From: Samantha Litchke, TCEQ

Please see the attached cover letter and fully executed contract for the City of Port Lavaca Shoreline Clean-up project. As the cover letter explains, I will now set up a post award meeting for us to discuss all aspects of the project. Please let me know of any dates the week of January 15<sup>th</sup> or January 22<sup>nd</sup> that work best for you. Please also let me know if there are any other individuals (name and title) I should include in this meeting. I have also attached the Federal Reporting of Pass-Through Funding Report. The report is a federal requirement for grantees that provides a subaward, pass-through, federal funding to a subgrantee. Please keep this for your files. If you have any questions, please feel free to reach me. I will be out of the office starting tomorrow until Jan 2nd but will reply to you as soon as I can.

- A copy of the cover letter and fully executed contract can be found in the Port Commission Packet dated January 30, 2024

d) Culvert Replacement Project #P-2024-019 - Presenter Jody Weaver

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

There has been no new developments regarding Helena's interest in funding this project. I learned today that Louis Rodrigue retired on Dec. 31st and the new division manager's name is Joseph Webber.

1.10.2024

Again, funding of this project was included in our application to utilize our allotment of Round 2 CDBG-MIT funds. We anticipate hearing back from GLO sometime in March. If approved, we will engage Mott McDonald to prepare design and construction documents to bid the project out sometime in hopefully 4th quarter 2024.

Update 1.23.2024

We had a meeting with GLO on Monday, January 22 to review a small list of RFI questions they had of our application. In attendance were myself, our engineering teams (Mott McDonald and Urban Engineering) and KSBR, our grant administrator. It seems that most of the RFI's were easily resolved and many in fact had been included in the application, we just need to point out where the information is in the application in our response to the RFI.

I asked GLO for a realistic time frame before we would have an executed contract for these CDBG-MIT funds. It sounds like we're looking at a minimum of 6 months. Although this Round 2 funding is not involved in the issues that GLO is having with the Federal Government on the Round 1 competition funds (which we didn't receive), the Round 2 funds may be delayed until they get the Round 1 funds all worked out.

## 5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

a) Status report regarding Voluntary Restoration Project II at the Harbor of Refuge (CDBG-MIT Round 2 application) - Presenter Jody Weaver

➤ No new updates. Hope to hear back from GLO regarding our application in March.

a) Status report regarding GLO CEPRA Grant - Presenter Jody Weaver

➤ The following is a memo, in its entirety, from Interim City Manager Weaver

On Thursday, January 4<sup>th</sup>, Jim and I met with Abigail Richardson and Kevin Frenzel with the General Land Office to kick-off the CEXPREA (Coastal Erosion Planning & Response Act) grant we received for the engineering for the shoreline protection projects at the Harbor of Refuge (east shoreline of the old landfill site, east shoreline of the peninsula (Tract 11) and the shoreline south of the mitigation area.

The first step is to receive and execute the contract between the City and the State of Texas for this grant. Ms. Richardson is the GLO project manager for this grant and she will begin working on the contract language.

The step following this will be to execute an engineering agreement with Mott McDonald for these projects. The total funds required are \$688,000. \$412,800 is CEPRA funds, \$200,000 are funds granted from the Matagorda Bay Mitigation Fund and \$75,200 from the General Fund

c) MBMT Grant Project Downtown Waterfront Public Access Improvement - Presenter Jody Weaver

➤ The following is a memo, in its entirety, from Interim City Manager Weaver

The Matagorda Bay Mitigation Trust (Trust) is pleased to inform you that your proposal titled "City of Port Lavaca Downtown Waterfront Public Access Improvements" has been selected for the award.



The Trust received 39 proposals in response to the Request for Proposals issued on September 1, 2023, totaling \$16.1 million. The Trust has selected 25 projects totaling \$11.1 million for the award.

I look forward to working with you and your organization on this exciting project.

This award is contingent on executing a contract between your organization and the Trust. I will be reaching out to you in the near future to finalize your contract.

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

### a) City Harbor

- 1) February 28, 2024, Prestige Oysters will need a new lease. They are also interested in track 9 & 9A.
- 2) Federation (Matagorda Bay Cooperative) – No updates

### b) Nautical Landings Building

- 1) February 28, 2024 Allied Universal new lease in process.

### c) Nautical Landings Marina

- 1) Abandon boat – will tow to HOR to dispose of.
- 2) Horizon Environmental has been onsite 7 times since the last PC meeting.
- 3) January 10, 2024, received 3<sup>rd</sup> & 4<sup>th</sup> registered letter back on Cox boat, proceed with sale.

### d) Smith Harbor

- 1) January 8, 2024, grant awarded from Matagorda Bay Mitigation Trust

### e) Harbor of Refuge

- 1) January 5, 2024, had a meeting with CEPRA Grant Project.
- 2) January 2, 2024, Mulching was completed.
- 3) LCI has been hauling fill and material and stockpiling.
- 4) Encore Dredging cleaning moving equipment to Track 11.
- 5) December 11, 2023, City Council voted to wait for grant funds for RR drain culvert replacement.
- 6) Encore is in the process of purchasing dredge pipes from Manson.
- 7) Aerial spraying – No updates

**ACTION ITEMS: LEASES****7. DISCUSS NEW LEASE AGREEMENT FOR ALLIED UNIVERSAL - PRESENTER JODY WEAVER**

Motion made by Commissioner O'Neil

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

THAT, Chairman Davila, makes recommendation to accept the new proposed lease for Allied Universal.

Seconded by Commissioner Butler.

Motion passed by the following vote:

Voting Aye: Alex Davila, Raymond Butler, Robert Knox, Sue Traylor, Larry Nichols, and Jamie O'Neil

Voting Nay: McGuire

Motion carries.

**8. DISCUSS NEW LEASE AGREEMENT FOR PRESTIGE OYSTERS INC - CITY HARBOR TRACT 10 - PRESENTER JODY WEAVER**

➤ The following is a memo, in its entirety, from Interim City Manager Weaver

According to the Valbridge Appraisal Report, we should expect an annual rental rate of \$20,000 for Tract 10 of City Harbor, being 480 LF of dock. There has been a 1.43% increase in the MCI since the report was issued in May, which brings this amount to \$20,287, or \$3.52/LF/Mo. of dock.

Currently Prestige leases only 330 ft of the total 480 LF for \$1,213.66/Mo or \$3.68/LF/Mo, for an annual rate of \$14,563.92.

- If the new lease will be for the entire 475.8 linear feet of tract 10, then the proposal is \$1690.50/Mo or \$20,286.00 annually (\$3.553/LF).
- If we are agreeable to again leasing only 330 liner feet of Tract 10, then I would propose a target annual revenue of at least \$15,000 since it may be difficult to find a lessor for just the last 150 ft. For 330 ft this would equate to \$1,250/Mo or \$3.787/LF/Mo.
- The lease will include language to apply an MCI increase on October 1 of each year of the lease term.
- Term length: The current lease was for 2 years with a single 3-year option.

- Reference the attached Site Plan of Tracts 9, 9A, and 10.
  - According to the Valbridge Appraisal. Report, we should expect an annual rental rate of \$1.03/SF for Tract 9 and 9A, or an annual rental rate of \$3 0,000.
  - Tract 9 is 21,000 sf (\$21,630 annual rate) = \$1,802.50/Mo (*429.4 LF dock equates to \$4.20/LF*) Tract 9A is 8230 sf (\$8,477 annual rate) = \$706.42/Mo
  - Combined = \$2,508.92/Mo = \$30,107 annual rate.
- A copy of the Site Plan of Tracts 9, 9A and 10 executed can be found in the Port Commission Packet dated January 30, 2024

**COMMENTS**

9. COMMENTS FROM COMMISSIONERS.

Agenda item discussed.  
No action necessary.

**ADJOURNMENT**

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner Traylor seconded this motion.

Motion passed by the following vote:

Voting Aye: Alex Davila, Mike McGuire, Raymond Butler, Robert Knox, Sue Traylor, Larry Nichols, and Janie O’Neil

Voting Nay: None

The meeting was adjourned at 11:12 a.m.

These minutes were approved on February 20, 2024.

ATTEST:

\_\_\_\_\_  
Alex Davila, Chairman

\_\_\_\_\_  
Rachel Garza, Admin Assist.

# **COMMUNICATION**

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

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## **INFORMATION:**

# Port Lavaca Port Commission Monthly Inspection

Month: 20 FEBRUARY 2024    Location: City Harbor

## 1. Fueling Area

Condition: Satisfactory    **Unsatisfactory**    Not Applicable

Comments: 14 Feb 2024 Tagged nonpaying boats.

## 2. Decking

Condition: Satisfactory    Unsatisfactory    **Not Applicable**

Comments:

## 3. Main Frame & Floats

Condition: Satisfactory    Unsatisfactory    **Not Applicable**

Comments:

## 4. CLEAN UP

Condition: Satisfactory    **Unsatisfactory**    Not Applicable

Comments:

## 5. Water Lines, Valves, Etc.

Condition: **Satisfactory**    Unsatisfactory    Not Applicable

Comments:

## 6. Electrical & Lights

Condition: **Satisfactory**    Unsatisfactory    Not Applicable

Comments:

## 7. Pilings, Guides & Rollers

Condition: **Satisfactory**    Unsatisfactory    Not Applicable

Comments:

**8. Rub Rails & Fenders**

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

**9. Cleats & Keels**

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

**10. Gates & Locks**

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

**11. Railing**

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

**12. Cement Slab**

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

**13. Bulkhead**

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

**Harbor Master:** \_\_\_\_\_

# Port Lavaca Port Commission Monthly Inspection

Month: 20 FEBRUARY 2024    Location: Harbor of Refuge

**1. Road**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**2. Rail spur**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments: 11 Dec 2023 City Council want to use grant funds for drainage  
Culvert replacement under rail spur.

**3. Main Frame & Floats**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**4. Environmental**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**5. Water Lines, Valves, Etc.**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**6. Electrical & Lights**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**7. PERMIT**

Condition: Satisfactory    Unsatisfactory    Not Applicable

Comments:

**8. Rub Rails & Fenders**

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

**9. Cleats & Kevels**

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

**10. Gates & Locks**

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

**11. Mulch**

Condition: **Satisfactory** Unsatisfactory Not Applicable  
Comments: **21 Jan 2024 Alcoa completed hauling off mulch.**

**12. Cement Cap**

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

**13. Bulkhead**

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

**14. CLEAN UP**

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

**Harbor Master:** \_\_\_\_\_



# Port Lavaca Port Commission Monthly Inspection

Month: 20 FEBRUARY 2024 Location: NLM / Smith Harbor

## 1. Boats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 15 Feb 2024 pulled abandon sailboat and Jerry Birkland

Boat to the HOR pulled out water Birkland boat was dragged to Gonzales Contracting property.

## 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:

**12. Cement**

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments: **16 Feb 2024 Barefoot Construction recaulked the seams  
At the steps in the concrete at Nautical Landings Marina.**

**13. Bulkhead**

Condition: **Satisfactory** Unsatisfactory Not Applicable

Com

**Harbor Master:** \_\_\_\_\_

# Port Lavaca Port Commission Monthly Building Inspection

Month: 20 FEBRUARY 2024    Location: NLB

**1. Building Maintenance:**

Condition: Satisfactory    Unsatisfactory    Not Applicable  
Comments:

**2. Decking:**

Condition: Satisfactory    Unsatisfactory    Not Applicable  
Comments:

**3. Flooring:**

Condition: Satisfactory    Unsatisfactory    Not Applicable  
Comments:

**4. Windows:**

Condition: Satisfactory    Unsatisfactory    Not Applicable  
Comments:

**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:

**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

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## INFORMATION:

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

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	PAID @ \$0.125 PER BARREL
11/29/2023	1201384	EQUALIZER, INC.	OIL	/	10/2023	65,049.370	\$8,131.17
1/25/2024	1207911	EQUALIZER, INC.	OIL	/	11/2023	81,905.300	\$10,238.16
1/25/2024	1207912	EQUALIZER, INC.	OIL	/	12/2023	80,435.950	\$10,054.49
		EQUALIZER, INC.	OIL	/	01/2024		Pending
		EQUALIZER, INC.	OIL	/	02/2024		
		EQUALIZER, INC.	OIL	/	03/2024		
		EQUALIZER, INC.	OIL	/	04/2024		
		EQUALIZER, INC.	OIL	/	05/2024		
		EQUALIZER, INC.	OIL	/	06/2024		
		EQUALIZER, INC.	OIL	/	07/2024		
		EQUALIZER, INC.	OIL	/	08/2024		
		EQUALIZER, INC.	OIL	/	09/2024		

FY 2023-2024 - TOTAL \$28,423.82

**DAILY DOCK RENTAL**

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
11/28/2023	OCTOBER	1201258	MONTHLY DOCK FEE	\$500.00	10/2023	Paid
1/25/2024	NOVEMBER	1207909	MONTHLY DOCK FEE	\$750.00	11/2023	Paid
1/25/2024	DECEMBER	1207910	MONTHLY DOCK FEE	\$1,000.00	12/2023	Paid
	JANUARY		MONTHLY DOCK FEE		01/2024	
	FEBRUARY		MONTHLY DOCK FEE		02/2024	
	MARCH		MONTHLY DOCK FEE		03/2024	
	APRIL		MONTHLY DOCK FEE		04/2024	
	MAY		MONTHLY DOCK FEE		05/2024	
	JUNE		MONTHLY DOCK FEE		06/2024	
	JULY		MONTHLY DOCK FEE		07/2024	
	AUGUST		MONTHLY DOCK FEE		08/2024	
	SEPTEMBER		MONTHLY DOCK FEE		09/2024	

HELENA CHEMICAL

Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	0.79		TOTAL TARIFF AMOUNT PAID @ \$0.79 PER TON
							BARGE ONLY	RAIL ONLY	
11/1/2023	ACH PMT	HELENA CHEMICAL	4199.908	0	10/2023	4,199.908	\$3,317.93	\$0.00	\$3,317.93
12/13/2023	ACH PMT	HELENA CHEMICAL	11897.681	0	11/2023	9,399.170	\$9,399.17	\$0.00	\$9,399.17
12/27/2023	ACH PMT	HELENA CHEMICAL	9736.646		12/2023	7,691.950	\$7,691.95	\$0.00	\$7,691.95
1/2/1900	ACH PMT	HELENA CHEMICAL	3377.583		01/2024	2,668.290	\$2,668.29	\$0.00	\$2,668.29
	ACH PMT	HELENA CHEMICAL			02/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			03/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			04/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			05/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			06/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			07/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			08/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			09/2024				
<b>TOTAL</b>			<b>29211.818</b>	<b>0</b>					
<b>FY 2023-2024 - TOTAL</b>							<b>\$23,077.34</b>	<b>\$0.00</b>	<b>\$23,077.34</b>

99-1810-00

MONTHLY RAIL FEE

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



### MONTHLY TARIFF REPORT

DATE: January 22, 2024

REPORTING PERIOD: January 2024  
(MONTH) (YEAR)

COMPANY NAME: Helena Agri-Enterprises, LLC

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

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

<u>3,377.583</u> Tons	Tons of Fertilizer BARGE / RAIL	<u>DRY OR LIQUID</u> (Name of Product)	@ 0.79¢ per ton
<u>0</u> Tons	Barrels of Crude Oil	<u>CRUDE CONDENSATE</u> (Name of Product)	@ 0.125¢ per barrel

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 2,668.29 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 22nd day of January, 2023

Terminal Manager  
(Title)

Trey Franz  
(Printed Name)

[Handwritten Signature]  
(City Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 221 rgarza@portlavaca.org Fax No.: (361) 552-6062  
Port Commission's Main Mailing Address: City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979







**DRAFT SURVEY BY DISPLACEMENT**

**LTD 713 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 =	0.9550 ( <b>LIGHT</b> Condition)		
Spec Grv =	0.9965 ( <b>LOADED</b> Condition)		

**LIGHT FREEBOARDS**

**LOADED FREEBOARDS**

Fwd Port =	12 ft	6.250 in	Fwd Port =	4 ft	4.750 in
Fwd Stbd =	12 ft	5.000 in	Fwd Stbd =	4 ft	5.500 in
Mid Port =	12 ft	6.250 in	Mid Port =	4 ft	3.500 in
Mid Stbd =	12 ft	5.000 in	Mid Stbd =	4 ft	5.000 in
Aft Port =	12 ft	6.500 in	Aft Port =	4 ft	5.000 in
Aft Stbd =	12 ft	4.500 in	Aft Stbd =	4 ft	5.250 in

**Full Load:**

Mean Draft = 9 ft 7.167 in  
 Volume (Cu. Ft.) = 67,157.218

**Light Barge:**

Mean Draft = 1 ft 6.417 in  
 Volume (Cu. Ft.) = 10,719.718

**Cargo Deadweight:**

Pounds = 3,538,834  
**Short Tons = 1,769.417 ✓**  
 Metric Tons = 1,605.190  
 Long Tons = 1,579.837

AmSpec MTS Inc.



*Tommy L. Prejean*

Tommy L. Prejean, Operations

11/1/2023  
 Page 1

This document is issued by the company subject to the Terms and Conditions at <https://www.amspecgroup.com/terms-conditions>. Any holder of this document is advised that information contained herein reflects the Company's findings at the time and place of its intervention only and within the scope of the client's instructions. The Company's sole responsibility is to its client and the Company disclaims any liability to third parties. Any alteration, forgery or falsification of the content or appearance of this document is unlawful.

# BARGE SURVEY

Published: 12/04/23

Item #3.

Vessel ID:	SCF24170B ✓	Commodity:	UREAS	Empty Survey D/T:		Complete Date:	12/03/2023
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:		Release Date:	12/03/23 15:55
Vessel Type:	BARGE	Order No. :	36625716	Placement Date:	11/29/23 7:00	Origin City:	Donaldsonville
Voyage ID:	11173	Surveyor ID:		Start Date:	12/03/23 9:00	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:	36625716	Cust PO No:	3121
Cust/Bill To:	102059	3H TRADING COMPANY LLC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

**Freeboard**

	Empty	Loaded
Fwd/Bow Port:	11'-7.000"	4'-3.000"
Fwd/BowStar:	11'-7.000"	4'-3.000"
Mid Port:	11'-7.000"	4'-2.000"
Mid Star:	11'-7.000"	4'-3.000"
Aft/Stern Port:	11'-7.000"	4'-1.000"
Aft/Stern Star:	11'-7.000"	4'-2.000"
Mean Freeboard:	11'-7.000"	4'-2.330"
Mean Draft:	1'-5.000"	8'-9.670"
Water Density:	0.998	0.9980
Net Tons:	-0.166	1,608.000
Tons Corrected for Density:		1,608.166 ✓

**Tank Soundings**

Empty						Loaded						
Bow						Bow						
		0 Ft.		2.00 In.				0 Ft.		2.00 In.		
Port			Starboard			Port			Starboard			
No. 1:	0 Ft.	25.00 In.	0 Ft.	25.00 In.	No. 1:	0 Ft.	25.00 In.	0 Ft.	0.00 In.	No. 1:	0 Ft.	0.00 In.
No. 2:	0 Ft.	25.00 In.	0 Ft.	0.00 In.	No. 2:	0 Ft.	25.00 In.	0 Ft.	0.00 In.	No. 2:	0 Ft.	0.00 In.
No. 3:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	No. 3:	0 Ft.	25.00 In.	0 Ft.	0.00 In.	No. 3:	0 Ft.	0.00 In.
No. 4:	0 Ft.	25.00 In.	0 Ft.	25.00 In.	No. 4:	0 Ft.	1.00 In.	0 Ft.	0.00 In.	No. 4:	0 Ft.	0.00 In.
No. 5:	0 Ft.	25.00 In.	0 Ft.	5.00 In.	No. 5:	0 Ft.	75.00 In.	0 Ft.	0.00 In.	No. 5:	0 Ft.	0.00 In.
No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	No. 6:	0 Ft.	0.00 In.
Stern						Stern						
		0 Ft.		1.00 In.				0 Ft.		1.00 In.		

BOOK: 99  
STAT: Active

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
99-1415-00		2/01/2024	A						0.00
99-1583-06		12/12/2023	A	3,700.00CR					3,700.00CR
99-1733-02		1/29/2024	A	178.46CR					178.46CR
99-1734-00		02/01/2024	A						0.00
99-1745-01		2/01/2024	A						2,530.75
99-1746-01		2/01/2024	A						3,036.90
99-1783-00		2/05/2024	A						0.00
99-1800-01		2/01/2024	A						0.00
99-1801-01		1/24/2024	A	300.00	300.00				600.00
99-1810-00		1/26/2024	A	0.82CR					0.82CR
99-1883-00		1/29/2024	A	331.65CR					331.65CR
99-1893-00		2/01/2024	A						0.00
99-1909-01		2/05/2024	A	466.14CR					466.14CR
99-1913-02		1/10/2024	A	693.13					693.13
99-1923-06		1/25/2024	A						0.00
99-1930-01		1/24/2024	A						0.00
99-1931-07		2/06/2024	A	208.35CR					208.35CR
99-1932-06		2/06/2024	A	208.35CR					208.35CR
99-1933-03		1/24/2024	A						0.00
99-1963-04		2/01/2024	A						0.00
99-1973-06		2/05/2024	A						0.00
99-1983-09		2/07/2024	A						0.00
99-1993-04		2/07/2024	A						0.00
99-2003-04		1/26/2024	A	8.66					8.66
99-2013-09	⓪	8/03/2022	A		264.60	264.60	264.60	3,757.32	4,551.12
99-2015-15		1/04/2024	A	0.10					0.10
99-2043-07		2/01/2024	A						0.00
99-2053-11		2/01/2024	A						0.00
99-2063-10		1/25/2024	A	0.10					0.10
99-2073-09		1/10/2024	A	291.90CR					291.90CR
99-2103-07		2/01/2024	A						397.50
99-2153-04		2/01/2024	A						0.00
99-2163-03		2/01/2024	A						0.00
99-2193-07		1/28/2024	A						0.00
99-2213-04		2/01/2024	A						0.00
99-2233-07		2/02/2024	A						0.00
99-2243-12		12/12/2023	A	1,392.66CR					1,392.66CR
99-2253-07		1/27/2024	A						0.00
99-2273-08	J	2/01/2024	A						0.00
99-2313-14		2/01/2024	A						0.00
99-2421-07		2/01/2024	A						0.00
99-2443-05		2/01/2024	A						0.00
99-2481-05		2/01/2024	A						0.00
99-2543-09		2/01/2024	A						0.00

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 \*\*\*\* BOOK # :0099      TOTAL ACCOUNTS:      44      188.81      564.60      264.60      264.60      3757.32      5039.93  
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 \*\*REPORT TOTALS\*\*      TOTAL ACCOUNTS:      44      188.81      564.60      264.60      264.60      3757.32      5039.93  
 =====

⓪ Pending Sale of Boat.

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102565 CARD SERVICE CENTER	I-0305/122023	504 51000526.01	GENERAL SAFETY: AMAZON- HANDICAP SIGNS		553	\$22.94
01-102565 CARD SERVICE CENTER	I-0305/122023	504 51000544.50	R & M- FURNITURE: WALMART- BATTERY		553	\$84.05
<b>VENDOR TOTALS</b>						<b>\$106.99</b>
01-104071 ENTERPRISE FLEET MANAG	I-FBN4902816	504 51000544.55	R & M- VEHICLE : PORT COMMISSION		64763	\$0.00
01-104071 ENTERPRISE FLEET MANAG	I-FBN4902816	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT		64763	\$998.66
01-104071 ENTERPRISE FLEET MANAG	I-FNB4925412	504 51000544.55	R & M- VEHICLE : PORT COMMISSION		64763	\$0.00
01-104071 ENTERPRISE FLEET MANAG	I-FNB4925412	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT		64763	\$998.66
<b>VENDOR TOTALS</b>						<b>\$1,997.32</b>
01-102882 FRONTIER SOUTHWEST INC	I-18830907065/122023	504 51000536.02	TELEPHONE: PHONE CHARGES DECEMBER 2023		64672	\$142.48
<b>VENDOR TOTALS</b>						<b>\$142.48</b>
01-102645 GEXA ENERGY, LP	I-33858693-4	504 51000536.01	ELECTRICITY: ELECTRICITY SVCS DECEMBER 2023		64768	\$2,389.96
			AC/BAY LIMITED			\$0.00
			LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER			\$0.00
			SPIRETECH			\$182.06
			AC/EDWARD JONES & SOMETHING MORE			
			LIGHTS/DAYROOM, HARBOR MASTER			
			SUB PANEL/EDWARD JONES			\$248.84
			PL PLUMBING, G4S, & CONF. ROOM			\$291.73
			NL MARINA BUILDING FLOOD LIGHT			\$57.28
			NL BOAT SLIPS			\$326.95
			HARBOR OF REFUGE			\$0.00
			HARBOR OF REFUGE FLOOD LIGHT			\$541.96
			CITY HARBOR			\$0.00
			106 S COMMERCE ST UNIT MAIN			\$741.14
<b>VENDOR TOTALS</b>						<b>\$2,389.96</b>

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME DESCRIPTION	CHECK #	AMOUNT
01-102309 REPUBLIC SERVICES #847	I-0847-001310640	504 51000533.14	CONTRACTED SERVICES : CONTAINER - PORT COMMISSION	64802	\$325.32
<b>VENDOR TOTALS</b>					<b>\$325.32</b>
01-102621 UNIFIRST CORPORATION	I-2680045264	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	64705	\$51.24
01-102621 UNIFIRST CORPORATION	I-2680045982	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	64705	\$51.24
01-102621 UNIFIRST CORPORATION	I-2680046638	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	64817	\$70.28
01-102621 UNIFIRST CORPORATION	I-2680047395	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES	64817	\$51.74
<b>VENDOR TOTALS</b>					<b>\$224.50</b>
01-102014 VERIZON WIRELESS	I-9951918850	504 51000536.02	TELEPHONE : CELL PHONE CHARGES	64709	\$40.21
<b>VENDOR TOTALS</b>					<b>\$40.21</b>
<b>REPORT GRAND TOTAL:</b>					<b>\$6,294.87</b>

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

Item #3.

504-PORT & HARBORS FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	66,380.78	262,809.10	0.00	409,879.90	39.07
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	2,708.00	8,875.86	0.00	26,724.14	24.93
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
<b>TOTAL REVENUES</b>	<b>1,921,004</b>	<b>1,921,004</b>	<b>0</b>	<b>69,088.78</b>	<b>271,684.96</b>	<b>0.00</b>	<b>1,649,319.04</b>	<b>14.14</b>
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	254.88	501.76	0.00	920.24	35.29
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	0.00	9,000.00	24,753.57	296,246.43	10.23
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
OPERATIONS	1,804,066	1,804,066	0	150,367.77	222,107.18	0.00	1,581,958.82	12.31
NON DEPARTMENTAL	0	0	0	0.00	59.86	0.00	( 59.86)	0.00
<b>TOTAL EXPENDITURES</b>	<b>2,183,488</b>	<b>2,183,488</b>	<b>0</b>	<b>150,622.65</b>	<b>234,252.74</b>	<b>24,753.57</b>	<b>1,924,481.69</b>	<b>11.86</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b>( 262,484)</b>	<b>( 262,484)</b>	<b>0</b>	<b>( 81,533.87)</b>	<b>37,432.22</b>	<b>( 24,753.57)</b>	<b>( 275,162.65)</b>	<b>4.83-</b>

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

Item #3.

504-PORT & HARBORS FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>USER &amp; SERVICE CHARGES</b>								
436.01	CITY HARBOR-DOCK LEASE	115,000	115,000	0	7,763.19	23,652.76	0.00	91,347.24 20.57
436.09	HOR - DAILY DOCK RENTA	7,200	7,200	0	1,750.00	41,250.00	0.00	34,050.00) 572.92
436.10	HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00 0.00
436.11	HOR - DOCK LEASES	250,932	250,932	0	21,587.27	89,223.86	0.00	161,708.14 35.56
436.12	TARIFFS	110,000	110,000	0	20,292.65	48,832.87	0.00	61,167.13 44.39
436.20	N L DOCK RENT- TRANSIE	500	500	0	0.00	0.00	0.00	500.00 0.00
436.21	N L-DOCK LEASE	85,000	85,000	0	6,167.70	24,878.70	0.00	60,121.30 29.27
436.22	N L -BLDG LEASE	80,077	80,077	0	7,144.97	28,270.91	0.00	51,806.09 35.30
436.23	N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00 0.00
436.24	SMITH HARBOR RENT	19,980	19,980	0	1,675.00	6,700.00	0.00	13,280.00 33.53
	<b>TOTAL USER &amp; SERVICE CHARGES</b>	<b>672,689</b>	<b>672,689</b>	<b>0</b>	<b>66,380.78</b>	<b>262,809.10</b>	<b>0.00</b>	<b>409,879.90 39.07</b>
<b>FINES &amp; FORFEITURES</b>								
442.01	LATE PAYMENT PENALTIES	500	500	0	0.00	0.00	0.00	500.00 0.00
	<b>TOTAL FINES &amp; FORFEITURES</b>	<b>500</b>	<b>500</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00 0.00</b>
<b>OTHER REVENUE</b>								
451.01	INTEREST INCOME	35,000	35,000	0	1,298.99	7,268.85	0.00	27,731.15 20.77
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	1,409.01	1,409.01	0.00	1,409.01) 0.00
459.71	WASHER-DRYER INCOME	600	600	0	0.00	198.00	0.00	402.00 33.00
459.90	MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00 0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00 0.00
	<b>TOTAL OTHER REVENUE</b>	<b>35,600</b>	<b>35,600</b>	<b>0</b>	<b>2,708.00</b>	<b>8,875.86</b>	<b>0.00</b>	<b>26,724.14 24.93</b>
<b>GRANT AND CONTRIBUTION R</b>								
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	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00 0.00
	<b>TOTAL GRANT AND CONTRIBUTION R</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200,000.00 0.00</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
493.00.1	XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00 0.00
493.88	XFER IN- 206 FARF FUND	12,215	12,215	0	0.00	0.00	0.00	12,215.00 0.00
	<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>12,215</b>	<b>12,215</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,215.00 0.00</b>
<b>TOTAL REVENUES</b>	<b>1,921,004</b>	<b>1,921,004</b>	<b>0</b>	<b>69,088.78</b>	<b>271,684.96</b>	<b>0.00</b>	<b>1,649,319.04</b>	<b>14.14</b>



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

Item #3.

504-PORT & HARBORS FUND  
 TECHNOLOGY SERVICES  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>SERVICES</b>								
50070536.504 CABLE & INTERNET- PORT	1,422	1,422	0	254.88	501.76	0.00	920.24	35.29
TOTAL SERVICES	1,422	1,422	0	254.88	501.76	0.00	920.24	35.29
<b>TOTAL TECHNOLOGY SERVICES</b>								
	1,422	1,422	0	254.88	501.76	0.00	920.24	35.29

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

Item #3.

504-PORT & HARBORS FUND  
 CITY HARBOR  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>SERVICES</b>								
50800533.20 CONTRACTED SERV-CITY H	5,000	5,000	0	0.00	2,583.94	0.00	2,416.06	51.68
TOTAL SERVICES	5,000	5,000	0	0.00	2,583.94	0.00	2,416.06	51.68
<b>MAINTENANCE</b>								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
<b>TOTAL CITY HARBOR</b>	<b>7,000</b>	<b>7,000</b>	<b>0</b>	<b>0.00</b>	<b>2,583.94</b>	<b>0.00</b>	<b>4,416.06</b>	<b>36.91</b>

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

Item #3.

504-PORT & HARBORS FUND  
 HARBOR OF REFUGE  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>SERVICES</b>								
50820533.20 CONTRACTED SERV- HOR	230,000	230,000	0	0.00	2,000.00	10,753.57	217,246.43	5.55
TOTAL SERVICES	230,000	230,000	0	0.00	2,000.00	10,753.57	217,246.43	5.55
<b>MAINTENANCE</b>								
50820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	0.00	7,000.00	14,000.00	79,000.00	21.00
TOTAL MAINTENANCE	100,000	100,000	0	0.00	7,000.00	14,000.00	79,000.00	21.00
<b>TOTAL HARBOR OF REFUGE</b>	<b>330,000</b>	<b>330,000</b>	<b>0</b>	<b>0.00</b>	<b>9,000.00</b>	<b>24,753.57</b>	<b>296,246.43</b>	<b>10.23</b>

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

Item #3.

504-PORT & HARBORS FUND  
 SMITH HARBOR  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>SERVICES</b>								
50840533.20 CONTRACTED SERV- SMITH	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
<b>MAINTENANCE</b>								
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
<b>TOTAL SMITH HARBOR</b>	<b>11,000</b>	<b>11,000</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,000.00</b>	<b>0.00</b>

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

Item #3.

504-PORT & HARBORS FUND  
 NAUTICAL LANDINGS MARINA  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>SERVICES</b>								
50860533.20 CONTRACTED SERV- NL MA	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
<b>TOTAL SERVICES</b>	<b>25,000</b>	<b>25,000</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>MAINTENANCE</b>								
50860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50860542.21 R & M- INFRAS- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	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
<b>TOTAL MAINTENANCE</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>
<b>TOTAL NAUTICAL LANDINGS MARINA</b>	<b>30,000</b>	<b>30,000</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>0.00</b>

Item #3  
504 & HARBORS FUND  
OPERATIONS

DEPARTMENTAL EXPENDITURES

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

51000511.01	SALARIES & WAGES	79,875	79,875	0	6,030.80	23,952.47	0.00	55,922.53	29.99
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	661.14	1,986.49	0.00	2,527.51	44.01
51000512.10	EMPLOYER-T.M.R.S.	4,460	4,460	0	393.82	1,454.57	0.00	3,005.43	32.61
51000512.20	GROUP H/D INS PREMIUMS	10,946	10,946	0	1,026.46	4,105.80	0.00	6,840.20	37.51
51000512.30	WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,762.60	0.00	37.40	97.92
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	500.00	0.00	0.00
TOTAL PERSONNEL SERVICES	102,095	102,095	0	8,112.22	33,261.93	0.00	68,833.07	32.58	

MATERIALS & SUPPLIES

51000521.01	OFFICE	1,000	1,000	0	115.41	195.98	0.00	804.02	19.60
51000523.03	CLEANING & JANITORIAL	11,000	11,000	0	946.98	3,109.57	0.00	7,890.43	28.27
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	48.76	103.01	0.00	896.99	10.30
51000526.01	GENERAL SAFETY & TOOLS	300	300	0	54.94	54.94	0.00	245.06	18.31
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	1,350.00	0.00	650.00	67.50
TOTAL MATERIALS & SUPPLIES	15,300	15,300	0	1,166.09	4,813.50	0.00	10,486.50	31.46	

SERVICES

51000531.01	TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04	DUES, SUBSCR., & PUBLI	5,500	5,500	0	0.00	199.95	0.00	5,300.05	3.64
51000532.01	AUDIT FEES	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
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	665.00	589.00	0.00	5,589.00	11.78
51000533.14	CONTRACTED SERVICES	24,000	24,000	0	420.32	4,393.52	0.00	19,606.48	18.31
51000535.01	GENERAL LIABILITY INSU	3,287	3,287	0	0.00	4,528.57	0.00	1,241.57	137.77
51000535.10	WINDSTORM INS	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
51000535.11	FLOOD INS	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
51000536.01	ELECTRICITY	31,627	31,627	0	4,751.93	9,771.36	0.00	21,855.64	30.90
51000536.02	TELEPHONE	2,100	2,100	0	364.34	710.23	0.00	1,389.77	33.82
51000536.03	WATER	6,200	6,200	0	837.92	4,193.27	0.00	2,006.73	67.63
51000536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	106,014	106,014	0	5,709.51	23,207.90	0.00	82,806.10	21.89	

MAINTENANCE

51000541.02	LANDSCAPING	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
51000542.03	R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	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	80,000	80,000	0	0.00	8,890.00	0.00	71,110.00	11.11
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	0	0	0	0.00	275.00	0.00	275.00	0.00
51000544.50	R & M- FURNITURE & EQU	4,000	4,000	0	84.05	84.05	0.00	3,915.95	2.10
51000544.55	R & M- VEHICLES & TRAI	500	500	0	3.00	43.83	0.00	456.17	8.77

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

Item #3.

504-PORT & HARBORS FUND  
 OPERATIONS  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
51000544.65 R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	92,200	92,200	0	87.05	9,292.88	0.00	82,907.12	10.08
<b>SUNDRY</b>								
51000551.11 VEHICLE LEASES	12,215	12,215	0	1,997.32	2,955.15	0.00	9,259.85	24.19
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	51,181	51,181	0	4,265.08	17,060.32	0.00	34,120.68	33.33
51000553.02 XFER OUT- FD 310- '08	125,785	125,785	0	62,892.50	62,892.50	0.00	62,892.50	50.00
51000553.05 XFER OUT- FD 322 - 201	132,276	132,276	0	66,138.00	66,138.00	0.00	66,138.00	50.00
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	321,457	321,457	0	135,292.90	149,045.97	0.00	172,411.03	46.37
<b>CAPITAL EXPENDITURES</b>								
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	2,485.00	0.00	( 2,485.00)	0.00
51000563.05 CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	0.00	1,167,000.00	0.00
TOTAL CAPITAL EXPENDITURES	1,167,000	1,167,000	0	0.00	2,485.00	0.00	1,164,515.00	0.21
<b>TOTAL OPERATIONS</b>	<b>1,804,066</b>	<b>1,804,066</b>	<b>0</b>	<b>150,367.77</b>	<b>222,107.18</b>	<b>0.00</b>	<b>1,581,958.82</b>	<b>12.31</b>

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

Item #3.

504-PORT & HARBORS FUND  
 NON DEPARTMENTAL  
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>PERSONNEL SERVICES</b>								
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	33.92	0.00 (	33.92)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	25.94	0.00 (	25.94)	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	59.86	0.00 (	59.86)	0.00
<b>SUNDRY</b>								
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
<b>TOTAL NON DEPARTMENTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>59.86</b>	<b>0.00 (</b>	<b>59.86)</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>2,183,488</b>	<b>2,183,488</b>	<b>0</b>	<b>150,622.65</b>	<b>234,252.74</b>	<b>24,753.57</b>	<b>1,924,481.69</b>	<b>0.00</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b>( 262,484)</b>	<b>( 262,484)</b>	<b>0</b>	<b>( 81,533.87)</b>	<b>37,432.22</b>	<b>( 24,753.57)</b>	<b>( 275,162.65)</b>	<b>4.83-</b>

\*\*\* END OF REPORT \*\*\*



504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	299,136.89
112.11.6001	INVESTMENTS-LOGIC	278,910.65
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	62,274.68
113.27.1004	ACCTS REC-HARBOR OF REFU	1,160,520.00
116.01.0001	PREPAID INSURANCE	13,810.30
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	853,854.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,709,300.60)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	29,844.16)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,832,083.21)

9,751,640.28

002

299,136.89\*

278,910.65\*

578,047.54\*

TOTAL ASSETS

9,751,640.28

LIABILITIES

207.21	CUSTOMER DEPOSIT (	50.00)
211.10	AP PENDING (DUE TO CONS	5,306.42
211.67	SOCIAL SECURITY-PAYABLE(	415.21)
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	5,227.20
213.01	BOND PREMIUM (SERIES '18	82,933.89
214.01.0701	DUE TO PAYROLL FUND (	2,314.77)
215.90.1004	DEFERRED REV-HARBOR OF R	1,160,520.00
216.20.3006	BONDS PAYABLE-CURRENT	180,000.00
217.11	NL MARINA DEPOSITS	976.50
221.20	BONDS PAYABLE NON-CURREN	1,745,000.00

3,177,179.68

TOTAL LIABILITIES

3,177,179.68

FUND EQUITY/BALANCE

Item #3.

504-PORT & HARBORS FUND

ACCOUNT#

TITLE

320.07	ENCUMBRANCES	( 219,803.87)	
320.08	RESERVE FOR ENCUMBRANCES	219,803.87	
320.09	PRIOR YEAR ENCUMBRANCE	188,424.23	
320.10	PRIOR YEAR RESERV/ENC	( 188,424.23)	
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,052,940.38	
	TOTAL FUND EQUITY/BALANCE		<u>6,537,028.38</u>

TOTAL REVENUES	271,684.96	
TOTAL EXPENSES	234,252.74	

EXCESS REVENUES OVER EXPENDITURES 37,432.22

TOTAL LIABILITIES & FUND EQUITY/BALANCE 9,751,640.28

210-PORT COMMISSION PROJECTS

ACCOUNT# TITLE

ASSETS

104.02.0004	DUE FROM OTHER GOVERNMENT	120,000.00	
111.21	CLAIM ON CONS CASH	( 42,700.00)	
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00	
155.01.1000	CONSTRUCTION IN PROGRESS	40,200.00	
			120,000.00
<b>TOTAL ASSETS</b>			<u>120,000.00</u>

LIABILITIES

		0.00
<b>TOTAL LIABILITIES</b>		<u>0.00</u>

FUND EQUITY/BALANCE

320.07	ENCUMBRANCES	( 1,154,330.36)	
320.08	RESERVE FOR ENCUMBRANCES	1,154,330.36	
320.98	FUND BALANCE UNRESV	120,000.00	
<b>TOTAL FUND EQUITY/BALANCE</b>			<u>120,000.00</u>
TOTAL REVENUES		0.00	
TOTAL EXPENSES		0.00	
<b>EXCESS REVENUES OVER EXPENDITURES</b>			<u>0.00</u>
<b>TOTAL LIABILITIES &amp; FUND EQUITY/BALANCE</b>			<u>120,000.00</u>

Item #3.

310-08 PC DEBT SERVICE

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	152,254.60	
			<u>152,254.60</u>
	TOTAL ASSETS		<u>152,254.60</u>

LIABILITIES

211.10	AP PENDING (DUE TO CONS	116,298.75	
212.60	ACCRUED BOND INTEREST	3,824.00	
			<u>120,122.75</u>
	TOTAL LIABILITIES		<u>120,122.75</u>

FUND EQUITY/BALANCE

320.01	FUND BAL-RSRV'D/DEBT SER	24,244.46	
320.10	PRIOR YEAR RESERV/ENC (	1,320.75)	
320.98	FUND BALANCE UNRESV	62,059.22	
	TOTAL FUND EQUITY/BALANCE		<u>84,982.93</u>
	TOTAL REVENUES	63,447.67	
	TOTAL EXPENSES	116,298.75	
	EXCESS REVENUES OVER EXPENDITURES	( 52,851.08)	
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		<u>152,254.60</u>

322-SERIES 2018 DEBT SERVICE

ACCOUNT#            TITLE

ASSETS

111.21	CLAIM ON CONS CASH	66,005.46	
			66,005.46
	<b>TOTAL ASSETS</b>		<b>66,005.46</b>

LIABILITIES

212.60	ACCRUED INTEREST PAYABLE	7,068.00	
			7,068.00
	<b>TOTAL LIABILITIES</b>		<b>7,068.00</b>

FUND EQUITY/BALANCE

320.98	FUND BALANCE	( 6,800.54)	
	<b>TOTAL FUND EQUITY/BALANCE</b>		<b>( 6,800.54)</b>
	<b>TOTAL REVENUES</b>	66,138.00	
	<b>TOTAL EXPENSES</b>	400.00	
	<b>EXCESS REVENUES OVER EXPENDITURES</b>		<b>65,738.00</b>
	<b>TOTAL LIABILITIES &amp; FUND EQUITY/BALANCE</b>		<b>66,005.46</b>

# Port Commission Snapshot

	November	December	January	FYTD	
<b>City Harbor</b>					
Revenue	\$ 4,063.19	\$ 4,063.19	\$ 7,763.19	\$ 23,652.76	
Expenses	\$ 4,153.53	\$ 1,855.04	\$ 1,772.54	\$ 12,222.34	
<b>Gain / (Loss)</b>	<u>\$ (90.34)</u>	<u>\$ 2,208.15</u>	<u>\$ 5,990.65</u>	<u>\$ 11,430.42</u>	
<b>Harbor of Refuge</b>					
Revenue	\$ 48,158.63	\$ 53,928.39	\$ 43,629.92	\$ 179,306.73	
Expenses	\$ 7,920.03	\$ 14,969.18	\$ 9,486.14	\$ 43,850.68	
<b>Gain / (Loss)</b>	<u>\$ 40,238.60</u>	<u>\$ 38,959.21</u>	<u>\$ 34,143.78</u>	<u>\$ 135,456.05</u>	
<b>Nautical Landings</b>					
Revenue	\$ 14,322.77	\$ 13,136.27	\$ 14,721.68	\$ 54,756.62	
Expenses	\$ 13,372.71	\$ 14,080.72	\$ 9,924.93	\$ 44,967.09	
<b>Gain / (Loss)</b>	<u>\$ 950.06</u>	<u>\$ (944.45)</u>	<u>\$ 4,796.75</u>	<u>\$ 9,789.53</u>	
<b>Smith Harbor</b>					
Revenue	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 6,700.00	
Expenses	\$ 361.76	\$ 364.17	\$ 408.54	\$ 1,697.13	
<b>Gain / (Loss)</b>	<u>\$ 1,313.24</u>	<u>\$ 1,310.83</u>	<u>\$ 1,266.46</u>	<u>\$ 5,002.87</u>	
<b>Total Gain / (Loss)</b>	<u>\$ 42,411.56</u>	<u>\$ 41,533.73</u>	<u>\$ 46,197.64</u>	<u>\$ 161,678.87</u>	\$ 271,684.96

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

\*\*\*\* Water and Electricity for January is included in this report but is not reflected in the payment AP report due to the check was dated in February.

# Cash Profit and Loss Statement

	November	December	January	FYTD
<b>City Harbor</b>				
Dock Lease	\$ 4,063.19	\$ 4,063.19	\$ 7,763.19	\$ 23,652.76
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
<b>Total City Harbor</b>	<b>\$ 4,063.19</b>	<b>\$ 4,063.19</b>	<b>\$ 7,763.19</b>	<b>\$ 23,652.76</b>
<b>Harbor of Refuge</b>				
<b>Tarrifs</b>				
Oil	\$ 8,131.17	\$ -	\$ 20,292.65	\$ 28,423.82
Fertilizer	\$ 3,317.93	\$ 17,091.12		\$ 20,409.05
Oyster	\$ -	\$ -		\$ -
<b>Rentals</b>				
Daily Dock Rental	\$ 11,450.00	\$ 15,250.00	\$ * 1,750.00	\$ 41,250.00
Dock Rentals	\$ -	\$ -	\$ -	\$ -
Dock Leases	\$ 25,259.53	\$ 21,587.27	\$ 21,587.27	\$ 89,223.86
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
<b>Total Harbor of Refuge</b>	<b>\$ 48,158.63</b>	<b>\$ 53,928.39</b>	<b>\$ 43,629.92</b>	<b>\$ 179,306.73</b>
<b>Nautical Landings</b>				
Dock Rent	\$ -	\$ -	\$ -	\$ -
Dock Lease	\$ 7,177.80	\$ 5,991.30	\$ 6,167.70	\$ 24,878.70
Building Lease	\$ 7,144.97	\$ 7,144.97	\$ 7,144.97	\$ 28,270.91
Building Rentals	\$ -			\$ -
Washer-Dryer	\$ -			\$ 198.00
Miscellaneous	\$ -		\$ 1,409.01	\$ 1,409.01
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Auction Proceeds	\$ -	\$ -	\$ -	\$ -
<b>Total Nautical Landings</b>	<b>\$ 14,322.77</b>	<b>\$ 13,136.27</b>	<b>\$ 14,721.68</b>	<b>\$ 54,756.62</b>
<b>Smith Harbor</b>				
Rent	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 6,700.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
<b>Total Smith Harbor</b>	<b>\$ 1,675.00</b>	<b>\$ 1,675.00</b>	<b>\$ 1,675.00</b>	<b>\$ 6,700.00</b>
<b>Interest Income</b>	<b>\$ 1,902.78</b>	<b>\$ 2,138.19</b>	<b>\$ 1,298.99</b>	<b>\$ 7,268.85</b>
<b>Total Income</b>	<b>\$ 70,122.37</b>	<b>\$ 74,941.04</b>	<b>\$ 69,088.78</b>	<b>\$ 271,684.96</b>

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

\* Bloodworth was invoiced late so revenue is not reflected in Jan.

# Cash Profit and Loss Statement

Item #3.

	November	December	January	FYTD	
<b>City Harbor</b>					
Overhead Allocation	\$ 1,569.59	\$ 1,580.04	\$ 1,772.54	\$ 7,363.40	
R&M Infrastructure				\$ -	
R&M Building	\$ -	\$ 275.00	\$ -	\$ 2,275.00	
Contracted Services	\$ 2,583.94	\$ -	\$ -	\$ 2,583.94	
<b>Total City Harbor</b>	<b>\$ 4,153.53</b>	<b>\$ 1,855.04</b>	<b>\$ 1,772.54</b>	<b>\$ 12,222.34</b>	
<b>Harbor of Refuge</b>					
Overhead Allocation	\$ 7,378.07	\$ 7,427.22	\$ 8,332.07	\$ 34,612.69	
Electricity	\$ 541.96	\$ 541.96	\$ 1,154.07	\$ 2,237.99	
R&M Infrastructure	\$ -	\$ 7,000.00		\$ 7,000.00	
Contracted Services	\$ -	\$ -		\$ -	
<b>Total Harbor of Refuge</b>	<b>\$ 7,920.03</b>	<b>\$ 14,969.18</b>	<b>\$ 9,486.14</b>	<b>\$ 43,850.68</b>	
<b>Nautical Landings</b>					
Overhead Allocation	\$ 3,027.17	\$ 3,047.33	\$ 3,418.58	\$ 14,201.32	
Cable & Internet	\$ 118.44	\$ 128.44	\$ 254.88	\$ 501.76	
R&M Building	\$ 3,885.00	\$ 4,870.00		\$ 8,890.00	
R&M Infrastructure	\$ -			\$ -	
R&M Furniture & Equip	\$ -		\$ 84.05	\$ 84.05	
Cleaning & Janitorial	\$ 1,024.60	\$ 844.00	\$ 946.98	\$ 3,109.57	
Lighting & Decoration	\$ -	\$ 1,350.00	\$ 420.32	\$ 1,770.32	
Contracted Services	\$ 811.32	\$ 873.88		\$ 3,973.20	
Windstorm Insurance	\$ -			\$ -	
Flood Insurance	\$ -			\$ -	
Electricity	\$ 2,175.89	\$ 1,759.62	\$ 3,597.86	\$ 7,533.37	
Telephone	\$ 142.18	\$ 40.21	\$ 364.34	\$ 710.23	
Water	\$ 2,188.11	\$ 1,167.24	\$ 837.92	\$ 4,193.27	
Landscaping	\$ -		\$ -	\$ -	
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -	
<b>Total Nautical Landings</b>	<b>\$ 13,372.71</b>	<b>\$ 14,080.72</b>	<b>\$ 9,924.93</b>	<b>\$ 44,967.09</b>	
<b>Smith Harbor</b>					
Overhead Allocation	\$ 361.76	\$ 364.17	\$ 408.54	\$ 1,697.13	
Contracted Services	\$ -	\$ -	\$ -	\$ -	
<b>Total Smith Harbor</b>	<b>\$ 361.76</b>	<b>\$ 364.17</b>	<b>\$ 408.54</b>	<b>\$ 1,697.13</b>	
<b>Total Expenses</b>	<b>\$ 25,808.03</b>	<b>\$ 31,269.12</b>	<b>\$ 21,592.15</b>	<b>\$ 102,737.24</b>	
<b>Operating Cash Flow</b>	<b>\$ 44,314.34</b>	<b>\$ 43,671.92</b>	<b>\$ 47,496.63</b>	<b>\$ 168,947.72</b>	
CE- Land & Improvements	\$ -	\$ -	\$ -	\$ -	
CE - Buildings	\$ 2,485.00	\$ -	\$ -	\$ 2,485.00	
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -	
Dredging	\$ -		\$ -	\$ -	
Transfer Out Fund 310	\$ -	\$ -	\$ 62,892.50	\$ 62,892.50	
Transfer Out Fund 322	\$ -	\$ -	\$ 66,138.00	\$ 66,138.00	
<b>Net Cash Flow</b>	<b>\$ 41,829.34</b>	<b>\$ 43,671.92</b>	<b>\$ (81,533.87)</b>	<b>\$ 37,432.22</b>	\$ 234,252.74

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



# PORT COMMISSION MONTHLY OVERHEAD

Personnel Services	\$	8,112.22
Office	\$	115.41
Travel & Training		
Fuel	\$	48.76
General safety and tools	\$	54.94
Non -Capitalized Assets		
Dues & Subscriptions		
Audit Fees		
Health & Fitness		
Legal - Regular	\$	(665.00)
General Liability Ins.		
R & M Vehicles	\$	3.00
Vehicle Leases	\$	1,997.32
Administrative costs	\$	4,265.08
<b>Total</b>	<b>\$</b>	<b><u>13,931.73</u></b>

	% allocation	Allocation amount
City Harbor	12.72%	\$ 1,772.54
Harbor of Refuge	59.81%	\$ 8,332.07
Nautical Landings	24.54%	\$ 3,418.58
Smith Harbor	2.93%	\$ 408.54
	<b>100.00%</b>	<b>\$ 13,931.73</b>

# Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets	As of 11/30/2023	As of 12/31/2023	As of 01/24/2024
Ending Cash	\$ 334,986.95	\$ 351,058.87	\$ 299,136.89
Investments Logic	\$ 276,311.29	\$ 277,611.66	\$ 278,910.65
Fund 210 Port Projects	\$ (42,700.00)	\$ (42,700.00)	\$ (42,700.00) *1
Debt Service Funds (310 & 322)	\$ 88,854.65	\$ 88,854.65	\$ 218,260.06
<b>Total Ending Cash Assets</b>	<b>\$ 657,452.89</b>	<b>\$ 674,825.18</b>	<b>\$ 753,607.60</b>

Current Encumbrances				Ordered	Received	Outstanding
<u>PO#</u>	<u>Task Order</u>	<u>Contractor</u>	<u>Project Description</u>			
24-00048	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 14,246.43	\$ 10,753.57
24-00057	#32	Victoria Engineering	Culvert Replacement	\$ 35,000.00	\$ 21,000.00	\$ 14,000.00
24-00046		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
					<b>Total</b>	<b>\$ 54,753.57</b>

Budgeted Capital Improvement Projects			Total
1	Texas Parks & Wildlife Match		\$ 167,000.00
			<b>Total</b>
			<b>\$ 167,000.00</b>

Remaining Bond Payments			Total
1	FY 23/24 Remaining Bond Payments		\$ 31,899.00
			<b>Total</b>
			<b>\$ 31,899.00</b>

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

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

# COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS

---

## INFORMATION:

- a) Renovations to Nautical Landings Marina Breakwater - Presenter Jody Weaver
- b) CDBG-MIT Coastal Resilience Project - Presenter Jody Weaver
- c) Restore Project - Presenter Jody Weaver
- d) Culvert Replacement Project #P-2024-019 (CDBG-MIT Round 2 application) - Presenter Jody Weaver

## CITY OF PORT LAVACA

4a

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**PORT COMMISSION MEETING:** February 20, 2024

**DATE:** 02.17.2024

**TO:** PORT COMMISSION

**CC:** JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER 

**SUBJECT:** TPWL Boating Access Grant – Breakwater Renovations TX F-321-B-1

---

On January 26 we did receive a Letter of Permission to Extension the US Army Corps of Engineers Permit to construct these breakwater repairs to December 31, 2029.

Matt and I have reached out several times to TPWL by phone and email to get a status on the USFW review, but have had no return communications. I copied the Port Commission members on an email I sent the past Saturday in which I copied Michael Cloud's office to see if they can help track down the status of this Federal review of the project plans.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT  
2000 FORT POINT RD  
GALVESTON, TEXAS 77550

Item #4.

January 26, 2024

Evaluation Branch

SUBJECT: Permit No. SWG-2008-01125; Letter of Permission Extension of Time

City of Port Lavaca  
POC: Darren Gurley  
202 North Virginia Street  
Port Lavaca, Texas 77979

Dear Mr. Gurley:

This is in reference to your December 18, 2023 request, submitted on your behalf by Urban Engineering, to amend Department of the Army (DA) Permit SWG-2008-01125. The amendment will consist of a time extension to complete work including repair of the existing 189-foot timber breakwater, which contains (282) 4-inch by 12-inch timber sheets, along with (70) 12-inch diameter pilings. The project site is located in Lavaca Bay, at 106 South Commerce Street, in Port Lavaca, Calhoun County, Texas.

DA Permit SWG-2008-01125 was issued on July 19, 2012, and authorized installation of 30 linear feet of breakwater west of the existing channel and 45 linear feet of breakwater east of the existing channel. The project also includes repair of the existing 189-foot timber breakwater, which contains (282) 4-inch by 12-inch timber sheets, along with (70) 12-inch diameter pilings. Amendment (01) was issued on January 25, 2018, and authorized all work described above. Since issuance of the original permit, the 30-foot and 45-foot breakwaters have been constructed. Therefore, this extension of time authorizes repairs to the 189-foot breakwater only.

Your amendment request is approved, pursuant to Section 10 of the Rivers and Harbors Act of 1899. All work is to be performed in accordance with the enclosed plans in 5 sheets. The permit conditions, as amended, remain in full force and effect, with the exception of the time limit for completion. The time limit for completing the work authorized ends on December 31, 2029. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached. This authorization is subject to all special conditions, which remain in full force and effect.

This permit decision does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any questions, please contact Julie Ruth by email [Julia.C.Ruth@USACE.Army.Mil](mailto:Julia.C.Ruth@USACE.Army.Mil) or by telephone at 409-766-6360. Please notify the Chief of the Compliance Branch in the

-2-

Galveston District Regulatory Division in writing by email at CESWGRegulatoryInbox@USACE.Army.Mil, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:



K. Marie Taylor  
Leader, Central Evaluation Unit

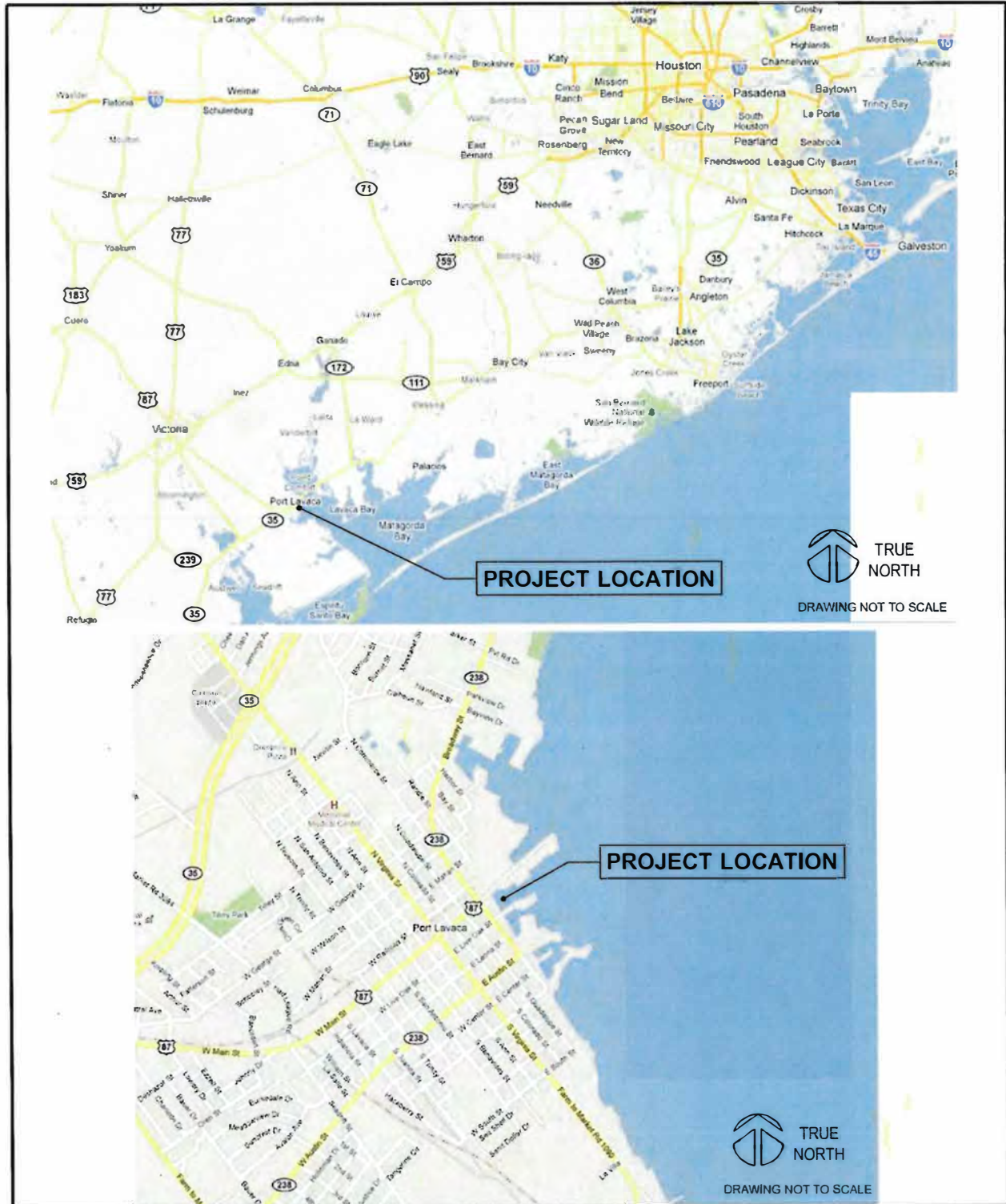
cc w/Encl.  
Urban Engineering, Matt Glaze

Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas Commission on Environmental Quality

Texas General Land Office



2004 N. Commerce  
Victoria, Texas 77901  
TREF# F-160

Tel (361) 578-9836  
Fax (361) 576-9836  
www.urbanvictoria.com

PROJECT

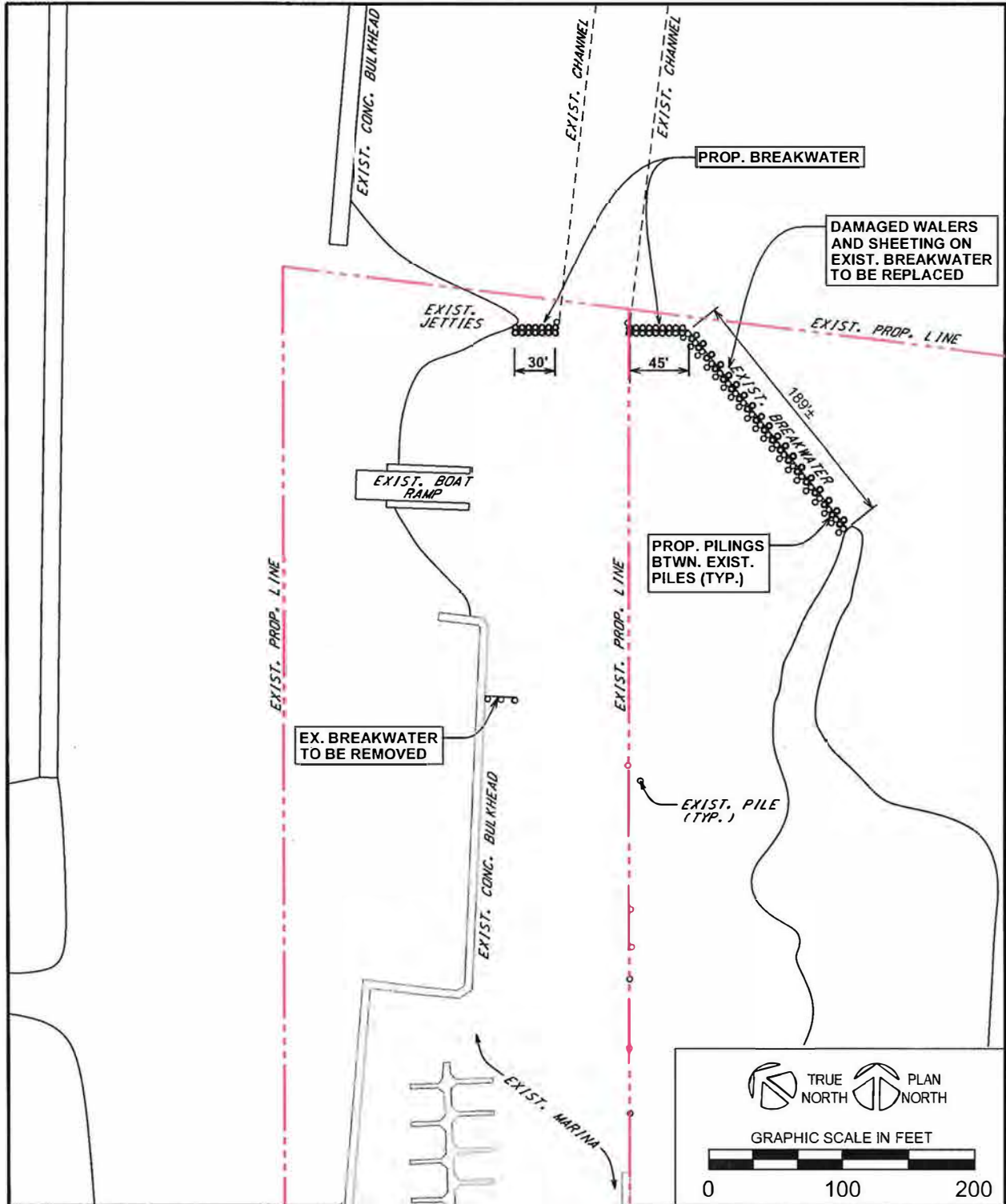
# LOCATION MAP

SHEET 1 OF 5

NAUTICAL LANDINGS MARINA BREAKWATER  
CITY OF PORT LAVACA, TX

JOB #: E17567.00 DATE: 08/05/11

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PROJECT

# SITE PLAN

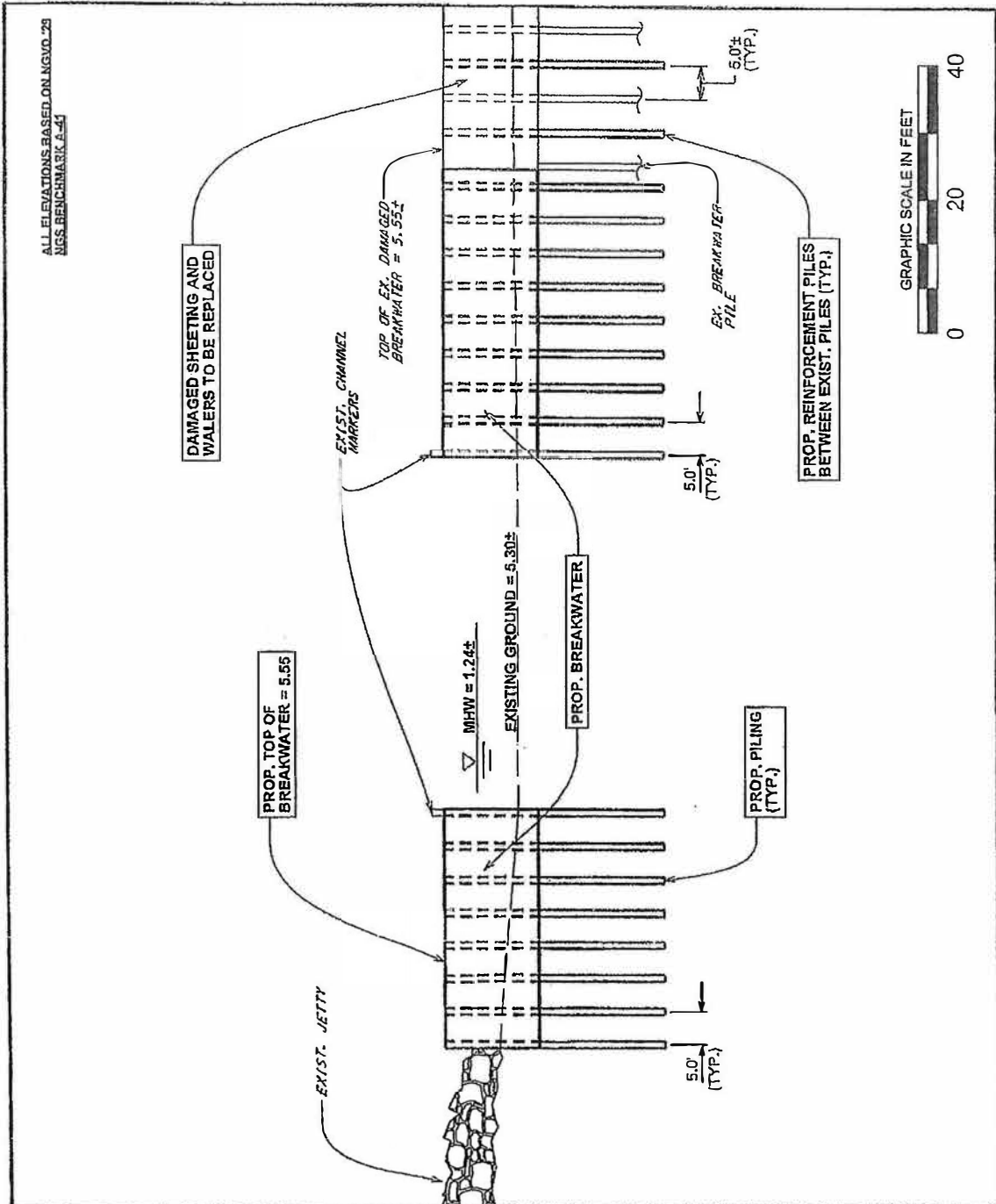
SHEET 2 OF 5

NAUTICAL LANDINGS MARINA BREAKWATER  
CITY OF PORT LAVACA, TX

JOB #: E17567.00 DATE: 08/05/11

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PROJECT

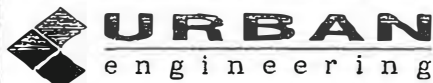
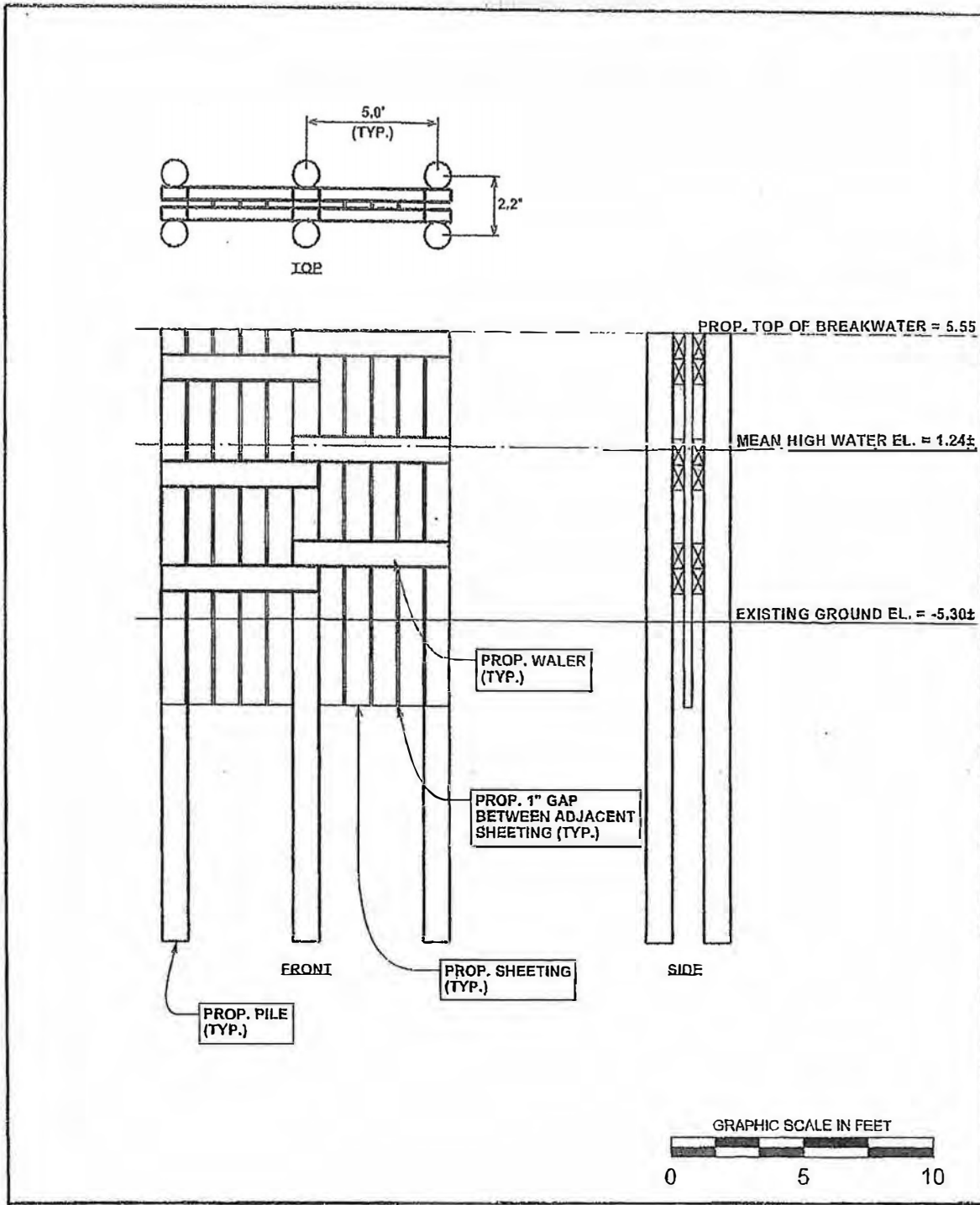
CROSS SECTION

SHEET 3 OF 4

NAUTICAL LANDINGS MARINA BREAKWATER  
 CITY OF PORT LAVACA, TX

JOB #: E17567.00 DATE: 08/05/11

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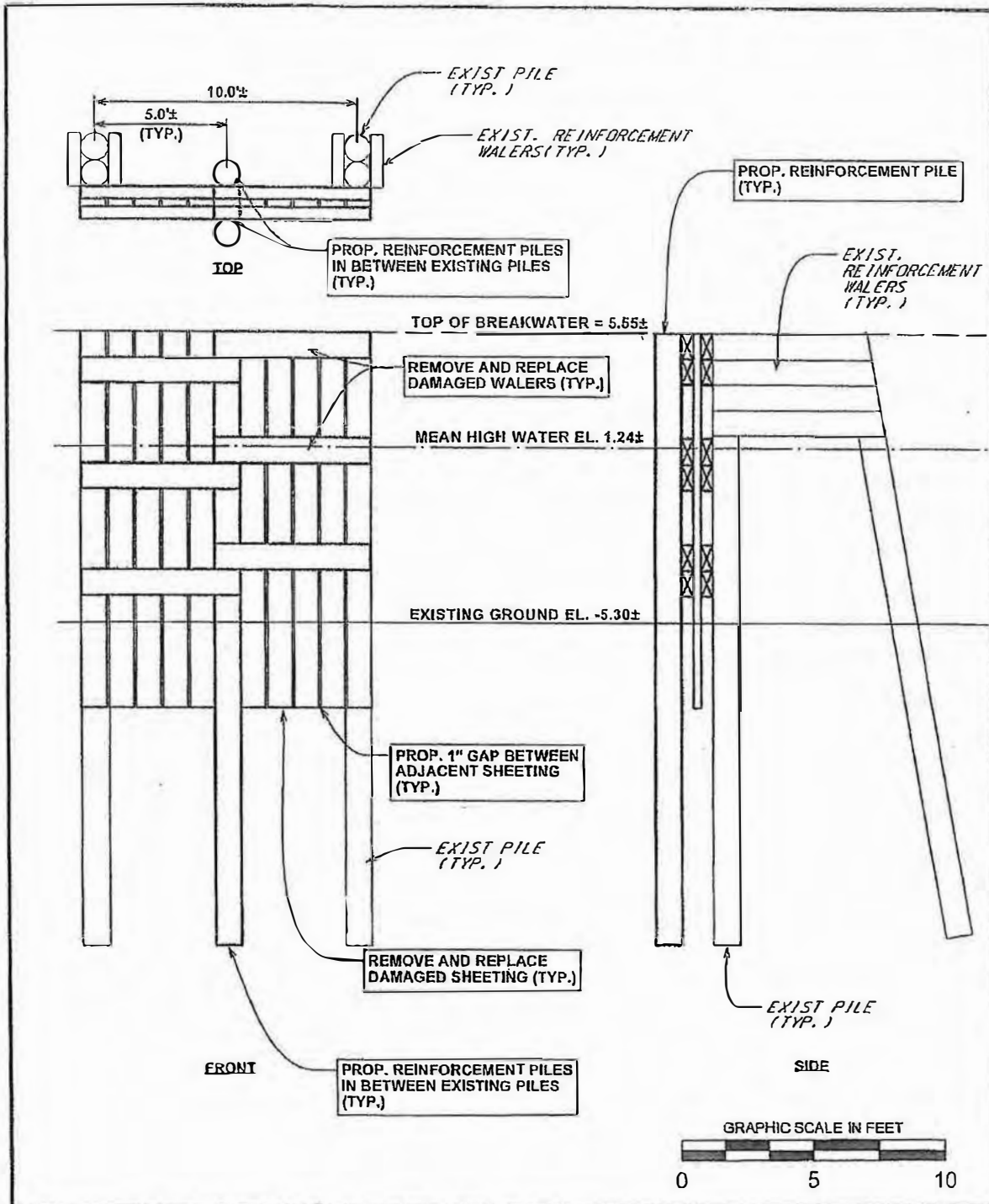


2004 N. Commerce  
Victoria, Texas 77901  
TRF# F-160

Tel (361) 578-9830  
Fax (361) 576-9836  
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PROJECT SHEET 4 OF 5  
**PROP. BREAKWATER DETAILS**  
NAUTICAL LANDINGS MARINA BREAKWATER  
CITY OF PORT LAVACA, TX  
JOB #: E17567.00 DATE: 08/05/11

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**URBAN**  
engineering

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PROJECT **PROP. BREAKWATER  
REPAIR DETAILS**  
NAUTICAL LANDINGS MARINA BREAKWATER  
CITY OF PORT LAVACA, TX

SHEET 5 OF 5

JOB #: E17567.00 DATE: 08/05/11

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## CITY OF PORT LAVACA

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**PORT COMMISSION MEETING:** FEBRUARY 20, 2024

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** GLO CDBG-MIT COASTAL RESILIENCY AND GLO CEPRA GRANT (HARBOR OF REFUGE)

CDBG-MIT COASTAL RESILIENCY (LIVING SHORELINE BREAKWATER)

I received the following information from Mott McDonald last Thursday:

I wanted to reach out to inform you that our subcontractor, Gray and Pape, is gearing up for the cultural resources data collection effort and is planning to mobilize to the project site the week of February 26<sup>th</sup>. Amanda Evans, cc'd here, will be on site and the point of contact for this work. Her cell number is 850-445-5794. I will follow up with you if anything changes with the schedule. As always, you can reach out to Josh or me if you have any questions regarding this.

GLO CEPRA GRANTS (HARBOR OF REFUGE SHORELINE PROTECTION)

Received from Joshua Carter of Mott/McDonald on February 5: I was able to talk with Kevin Frenzel (GLO) and Abigail Richardson (GLO) this morning. We came to an understanding that will have GLO remain as the leads if that works best for you. I still need to have a brief follow up with Kevin and Abigail and then I believe Abigail will reach out to you to reconfirm. If its ok, I'll work to get this finalized out with GLO early tomorrow and then Abigail will be back in touch.

I did speak with Abigail Richardson and confirmed that GLO has worked out an agreement with Mott/McDonald such that GLO can remain the lead for these CEPRA grant projects and I agreed that is what we wanted. I am waiting for more details from GLO regarding the engineering contract and our payment of our committed matching funds of \$275,000 (\$200,000 of which are coming from a MBMT fund grant).

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**CITY OF PORT LAVACA**

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**MEETING:** FEBRUARY 20, 2024 4c  
**AGENDA ITEM 4d**

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** **ReStore Grant – removal of remnants of old barges in Port Lavaca Channel & Dock**

---

We are trying to schedule a meeting with TCEQ, Kim Griffith and myself for next week to look at next steps with this grant. To clarify, we do have the executed contract for this grant and are working to recap all of the conversations and decisions made to date to make sure we are all on solid footing with the grant requirements before moving forward with writing the Scope of Work document.

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**CITY OF PORT LAVACA**

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**MEETING:** FEBRUARY 20, 2024 **AGENDA ITEM 4d**

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** **HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT**

---

There have been no new developments. I did reach out to Mr. Webber of Helena by email asking how he was doing getting up to speed and when he planned on making a visit to Port Lavaca. I will let you know when I hear back from him.

# COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

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## INFORMATION:

- a) Status report regarding Voluntary Restoration Project II at the Harbor of Refuge (CDBG-MIT Round 2 application) - Presenter Jody Weaver
- b) Status report regarding GLO CEPRA Grant - Presenter Jody Weaver
- c) MBMT Grant Project Downtown Waterfront Public Access Improvement - Presenter Jody Weaver

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**CITY OF PORT LAVACA**

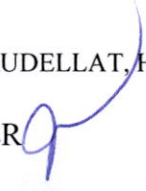
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**MEETING:** FEBRUARY 20, 2024 **AGENDA ITEM 5a**

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER 

**SUBJECT:** VOLUNTARY RESTORATION PROJECT II – HARBOR OF REFUGE

As previously reported, we have applied to use funds from our CDBG-MIT Round 2 allocation to fund this project.

There is no new information to report. We hope to hear back from GLO regarding our application in March. If awarded, the engineer for this project will be Urban Engineering.



## CITY OF PORT LAVACA

46056

**PORT COMMISSION MEETING:** FEBRUARY 20, 2024**DATE:** 2.17.2024**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** GLO CDBG-MIT COASTAL RESILIENCY AND GLO CEPRA GRANT (HARBOR OF REFUGE)CDBG-MIT COASTAL RESILIENCY (LIVING SHORELINE BREAKWATER)

I received the following information from Mott McDonald last Thursday:

I wanted to reach out to inform you that our subcontractor, Gray and Pape, is gearing up for the cultural resources data collection effort and is planning to mobilize to the project site the week of February 26<sup>th</sup>. Amanda Evans, cc'd here, will be on site and the point of contact for this work. Her cell number is 850-445-5794. I will follow up with you if anything changes with the schedule. As always, you can reach out to Josh or me if you have any questions regarding this.

GLO CEPRA GRANTS (HARBOR OF REFUGE SHORELINE PROTECTION)

Received from Joshua Carter of Mott/McDonald on February 5: I was able to talk with Kevin Frenzel (GLO) and Abigail Richardson (GLO) this morning. We came to an understanding that will have GLO remain as the leads if that works best for you. I still need to have a brief follow up with Kevin and Abigail and then I believe Abigail will reach out to you to reconfirm. If its ok, I'll work to get this finalized out with GLO early tomorrow and then Abigail will be back in touch.

I did speak with Abigal Richardson and confirmed that GLO has worked out an agreement with Mott/McDonald such that GLO can remain the lead for these CEPRA grant projects and I agreed that is what we wanted. I am waiting for more details from GLO regarding the engineering contract and our payment of our committed matching funds of \$275,000 (\$200,000 of which are coming from a MBMT fund grant).

CITY OF PORT LAVACA

**MEETING:** FEBRUARY 20, 2024 **AGENDA ITEM 5a**

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** MBMT GRANT – DOWNTOWN WATERFRONT PUBLIC ACCESS IMPR.

At the Council meeting on February 12, Council approved the contract with the Matagorda Bay Mitigation Trust for \$400,000 toward the proposed Downtown Waterfront Public Access Improvement Project with an estimated total cost of \$700,000. Half of the match funds will come from the General Fund and the other half from the Ports & Harbors fund.

At this same meeting Council approved Urban Engineering Task Order No. 36 in the fixed fee amount of \$75,000 for the engineering design, surveying, permitting, bidding and contract administration. The first \$50,000 of this will be paid for with MBMT trust dollars.

This project was discussed at a recent Green Infrastructure Workshop hosted by the City of Port Lavaca and presented by GLO Clean Coast Texas and we are making plans to apply for Clean Coast Texas grant funding to go towards the \$100,000 budget in this project for Green Infrastructure drainage elements for the parking lot improvements.

# COMMUNICATION

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

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## INFORMATION:

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

## AGENDA 6

### A) City Harbor

- 1) 5 Feb 2024 Texas Ports Association meeting in Victoria.
- 2) 4 Feb 2024 Tagged nonpaying boats.
- 3) 28 February 2024 Prestige Oysters will need new lease.  
Working on lease need to discuss term.

### B) Nautical Landings Building

- 1) 28 February 2024 Allied Universal will need new lease.  
They have lease awaiting signature.

### C) Nautical Landings Marina

- 1) 15 Feb 2024 abandon sailboat pulled out of the water at HOR.
- 2) 22 Jan 2024 Jerry Birkland boat sank. 15 Feb 2024 pulled out at HOR  
Pulled up to Gonzales Contracting yard.
- 3) Horizon Environmental has been onsite 13 times since last PC meeting.
- 4) Cox boat, proceed with sale but having a few problems with paperwork.

### D) Smith Harbor

- 1) 23 Jan 2024 first meeting Restore Grant.

### E) Harbor of Refuge

- 1) Encore Dredging cleaning moving equipment to track 11.
- 2) Encore is in the process of purchasing the dredge pipe from Manson.
- 3) Aerial spraying.

### F) To Do List - Raymond Butler

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**REGULARY PORT COMMISSION MEETING:**

**DATE:** 02/20/2024  
**TO:** PORT COMMISSION  
**FROM:** Raymond Butler  
**SUBJECT:** To Do List

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**Items from most recent Port Commission meeting 1/23:**

1. Check on AEP refund of electricity payment.
2. Get assistance from appropriate source to get feedback from US Fish and Wildlife Service on Breakwater Project Funding.
3. Find a bigger hammer to get RESTORE grant moving.
4. Discuss potential delay in RR Culvert funding with "Joseph", at Helena.
5. Verify that incoming trucks of fertilizer could be subject to tariff.

**Continuing or Unresolved Items from Previous Meetings:**

1. Address faulty sanitary sewer system in Nautical Landings building. Jim to sample water. In-progress.
2. Investigate placing a larger portion of Cash Balance in the 5.25% interest bearing account.
3. Address the issue of cooking grease being released into City Harbor adjacent to Scully's. Need larger grease trap

# **COMMUNICATION**

**SUBJECT:** DISCUSS NEW LEASE AGREEMENT FOR PRESTIGE OYSTERS INC -  
CITY HARBOR TRACT 10 - PRESENTER JODY WEAVER

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## **INFORMATION:**

# PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

**DATE** \_\_\_\_\_, 2024

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

**TENANT**

Company name & address      PRESTIGE OYSTERS, INC.  
P.O. BOX 8448  
Bacliff, TX 77518

Home office address      same

Contact #s      Blerim Halili 281-339-2111

Local responsible party      \_\_\_\_\_

Contact #, email      \_\_\_\_\_

Emergency contact      -----

**PREMISES**

TRACT #'s CITY HARBOR: TRACT 10 See Exhibit "A"

Acreage      23,000 SF (0.53 acres) +/-

**TERM**

Commencement Date      February 29, 2024

Termination Date      \_\_\_\_\_

Monthly Rate      \$1,690.50

Annual rate increase:      per the Municipal Cost Index effective on  
October 1 of each year of the lease.

Option:      Tenant shall have the right with sixty (60) days advance written  
notice to City to exercise #### (##) each ### (##1) year option to extend the  
lease. City shall have the preferential right with ninety (90) days advance written  
notice to Tenant to terminate the lease at the end of the current lease term.

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE AND  
MAY BE REVISED AS NEEDED BY THE PORT COMMISSION WITH APPROVAL OF THE CITY.

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of February 29, 2024 (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as "City"), and The Federation of Southern Cooperatives (hereinafter referred to as "Tenant").

## RECITALS

**WHEREAS**, Tenant desires to lease a portion of land owned by City, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

**WHEREAS**, City intends to lease to Tenant a tract of land located at Harbor of Refuge, City of Port Lavaca, Texas, identified as City Harbor Tract 10 consisting of 0.53 acres of land, more or less, fully described in Exhibit "A";

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

## AGREEMENTS

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

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

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

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



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

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

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

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

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

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

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

**“Force Majeure”** shall mean acts of God;

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

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

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

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

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

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

**"Permitted Use"** shall mean the operation of Tenant's seafood business, Texas Coastal Fisherman's Cooperative (TCFC), including loading and unloading of seafood boats, storage of seafood, use lease as office space, meeting space and dock space for members of TCFC.

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

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

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

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

## **Article 2. Leased Premises.**

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

### Article 3. Term.

**Section 3.01.** This lease is for a term of ##### YEARS commencing on the twenty-ninth day of February 2024. Tenant shall have the right with sixty (60) days advance written notice to City to exercise ### (##) each ### (##) year option to extend the lease. City shall have the preferential right with ninety (90) days advance written notice to Tenant to terminate the lease at the end of the current lease term. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Article 17 Below.

### Article 4. Use.

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

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

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

**Section 4.04. Environmental Restrictions.** Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances

defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City’s Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

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

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

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

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

PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

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

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

**Article 5. Rent.**

**5.01 Land Rent.** Tenant shall pay to City monthly rent of \$1,690.50 per month, beginning on February 29, 2024 with prorated payment of \$58.29 and then \$1,690.50 on the first (1<sup>st</sup>) day of each month thereafter during the term of this Lease ending on #####. Annually on October 1 of each year of the lease, the Land Rent will be adjusted per the Municipal Cost Index (MCI). If the MCI is zero or negative, there will be no adjustment.

**Section 5.02. Cargo Dockage Charges.** In addition to such Land Rent, Tenant shall pay all dockage charges for Tenant's use applicable under City's Tariffs as those charges accrue. Said charges are due on the first of each month and shall be assessed a late fee if paid after the 10<sup>th</sup> day of the month.

**Section 5.03. Wharfage Rates and Changes/Monthly Reporting Requirement.** All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities, and on the 1st day of each calendar month, Tenant shall furnish to City a written report of such movements of all property, commodities and products, inclusive of descriptions of the quantities and kind, during the preceding calendar month. City and its representatives, employees, agents, and designated assigns shall have access at all reasonable times for inspection of all such equipment and instrumentation used in determining the quantities and character of such commodities and property. Tenant shall also keep and maintain records of each vehicle, rail car, barge, or vessel loaded or unloaded at the City's Facilities and shall furnish City with a written report of such monthly use on the 1st day of each succeeding calendar month.

**Section 5.04. Place of Payment.** Rental due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

**Section 5.05. Delinquent Payments.** All Rent and other payments required of Tenant hereunder which are not paid by the tenth of the month shall be assessed a charge of ten percent (10%) of the rent then due per month of delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

**Section 5.06. Other Charges:** Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.

**Section 5.07. Tenant to Control Charges.** City shall, to the maximum extent permitted by law, permit Tenant to pay directly to the relevant taxing or other authorities or third parties all charges due under this Article 5, if Tenant so requests.

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

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

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

**Section 5.08. Land Rent upon Holdover.** If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1<sup>st</sup> day of the month following the expiration of this Lease.

**Article 6. Construction, Ownership and Operation of Improvements.**

**Section 6.01. Title to Improvements.** All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. City may prevent and disapprove removal if Tenant is in default under Article 16 below. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

**Section 6.04. Route for Industrial Traffic.** (NOT APPLICABLE TO CITY HARBOR) Tenant agrees that all industrial road traffic (defined as vehicles, including haul, weighing in excess of one (1) ton shall use the traffic route designated in the attached Exhibit "B". **Failure to observe this route may result in tickets issued by Port Lavaca police department.**

**Section 6.05. Condition of Leased Premises.** Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **“AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,”** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises.

**Section 6.06. Repair and Maintenance.** Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

**Section 6.07. Laborers and Mechanics.** Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

**Section 6.08. Damages to property and facilities.** Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

**Article 7. Fencing, Rail Service and Utilities.** Tenant shall, at its sole cost and expense, provide for appropriate fencing for the Leased Premises which shall become a permanent fixture on the Lease Premises. Tenant shall, at its sole cost and expense, provide for whatever additional services and utilities it may desire, including but not limited to railroad services for the Leased Premises and water, both potable and non-potable, fire water, gas, electricity, telephone, sewage treatment, waste water collection and drainage and any other utilities or similar services used in or on the Leased Premises, but shall have



no obligation to provide such services or utilities except as needed by Tenant. Tenant may, at its sole option, receive railroad services for the Leased Premises. Tenant shall be responsible for all costs and charges in connection therewith and agrees to pay the same promptly as such charges accrue, and to protect, indemnify and hold City harmless from and against any and all liability for any such costs or charges.

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

**Article 9. Transfer by Tenant.**

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

**Section 9.02. Liens.** Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

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

damages, but City shall not unreasonably interfere with Tenant's use or quiet enjoyment of the Leased Premises.

### **Article 11. Insurance.**

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

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

### **ARTICLE 12. INDEMNITY.**

**TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HERINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) AND FOR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW).**

INCLUDING COSTS, EXPENSES, PENALTIES AND INTEREST, ATTORNEY FEES AND SETTLEMENTS HEREINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

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

### Article 13. Casualty Loss.

#### Section 13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during the Term, Tenant

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

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

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

#### **Article 14. Condemnation.**

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

**Section 14.02. Partial Taking.** If a Partial Taking of the Leased Premises occurs, as defined in Article 1 above, (a) this Lease shall continue in effect as to the portion of the Leased Premises not taken, and (b) Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the parties shall be entitled to receive and retain the Award for the portion of the Leased Premises taken, as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the

provisions of Section 6.01 above.] In addition, upon a Partial Taking, the Land Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

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

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

**Article 16. Default.**

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

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

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

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

**Section 16.04. City's Right of Reentry Upon Default.** At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

**Article 17. Right of Reentry.**

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

holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

**Article 18. Miscellaneous.**

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

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

**Section 18.03. Assignment by City.** City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or this Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

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

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

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

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

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

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

and

- (b) Tenant shall be:  
 PRESTIGE OYSTERS, INC.  
 P.O. BOX 8448  
 Bacliff, TX 77518  
 Attn: Blerim Halili

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

**Section 18.09. Entire Agreement, Amendment and Binding Effect.** This Lease constitutes the entire agreement between City and Tenant relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by City and Tenant, and any alleged amendment which is not so documented shall not be



effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

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

**Section 18.11. Construction.** Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

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

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

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

within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

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

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

[Signatures follow on Next Page]

EFFECTIVE \_\_\_\_\_ and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_,

**CITY OF PORT LAVACA:**

\_\_\_\_\_  
John D. Whitlow, Mayor

**ATTEST:**

\_\_\_\_\_  
Mandy Grant, City Secretary

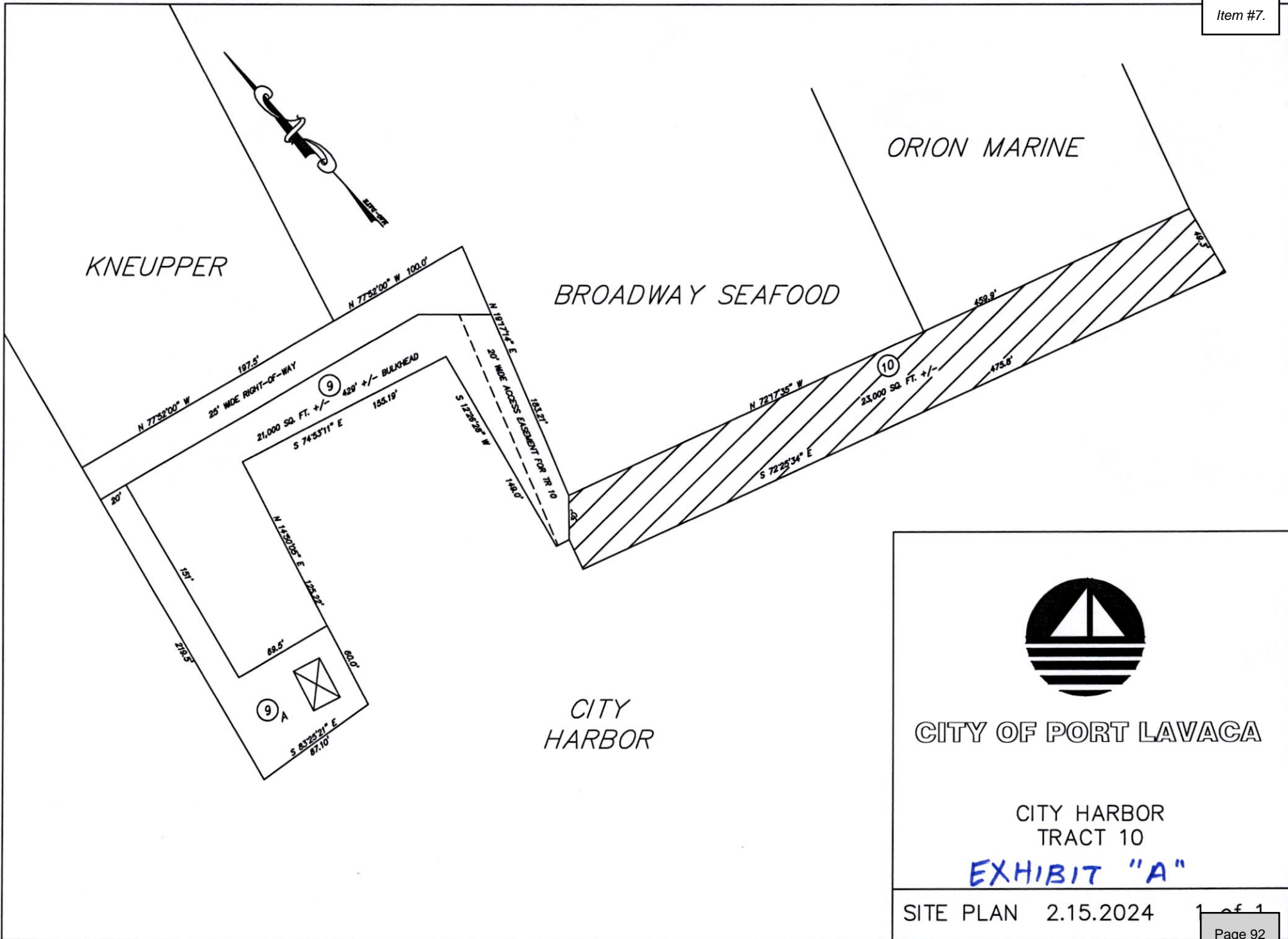
TENANT


**PRESTIGE OYSTERS, INC.**

By: \_\_\_\_\_

Name: Blerim Halili

Title: \_\_\_\_\_



  
**CITY OF PORT LAVACA**  
  
 CITY HARBOR  
 TRACT 10  
**EXHIBIT "A"**  
  
 SITE PLAN 2.15.2024

# COMMUNICATION

**SUBJECT:** DISCUSS AND CONSIDER AMENDMENTS TO THE TARIFF 1A WHICH GOVERNS THE RULES AND FEES ASSOCIATED WITH THE WATER WAYS LOCATED IN THE CITY OF PORT LAVACA AND ITS ETJ - PRESENTER JODY WEAVER

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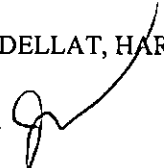
## INFORMATION:

**CITY OF PORT LAVACA**

**MEETING:** FEBRUARY 20, 2024 **AGENDA ITEM** <sup># 8</sup> ~~5a~~

**DATE:** 2.17.2024

**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER

**FROM:** JODY WEAVER, INTERIM CITY MANAGER 

**SUBJECT:** **TARIFF 1A**

Below is a copy of the Tariff 1A as it is published on the City's Municode Code of Ordinances.

Section Number	Subject	Fee Amount
	<i>Tariffs:</i>	
	Oysters per sack	\$0.00
	Oysters per barrel	\$0.00
	Shrimp per ton	\$0.00
	Crude/condensate per barrel	\$0.125
	Bulk product liquid or dry per ton	\$0.79
	Public Dock Space	
	Per day per barge up to 200 LF	\$200.00
	Per day per barge greater than 200 LF	\$250.00
	Harbor of Refuge	
	Dockage Space - LF/month	\$4.00
	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	
	Transient rate < 35 ft.	\$15.75
	Transient rate > 35 ft.	\$21.00
	Commercial Fishing Vessel Dockage Rate:	\$175.00
	First 25 ft. in length per month	
	For each additional foot of length > 25 ft. per month	\$5.00

**Items for discussion:**

- The current rate schedule provides for only a monthly rent for commercial Fishing Vessels. This is because normally we do not have any boat slips available for rent besides those 2 slips next to Big Bear, which are on a monthly rate, but because Tract 9 is not currently leased, recently we had many boats come and go along the dock of Tract 9 for periods of days or weeks. Let's discuss how we want to address this for any future similar occurrence.

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**CITY OF PORT LAVACA**

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- The question was brought up about whether we should be collecting tariffs for materials brought in by truck at the Harbor of Refuge. Our current Standard Form Lease states:

**“ Section 5.02. Cargo Dockage Charges.** In addition to such Land Rent, Tenant shall pay all dockage charges for Tenant’s use applicable under City’s Tariffs as those charges accrue. Said charges are due on the first of each month and shall be assessed a late fee if paid after the 10<sup>th</sup> day of the month.”

A close look at the language of the older version of the lease entered into with Helena in 2018, clarifies that the per ton of BULK materials tariff is for “material that crosses the dock”.

I recommend we consider adding a specific fee for a “Bulk product liquid or dry per ton carried by rail” for clarification and to reflect what has historically been paid by Helena, being the same bulk rate whether it came by barge or rail.

Regarding materials brought by truck, we can discuss this during the meeting Tuesday. Note: Helena is still paying the \$1,000/month use of rail fee, which is intended to pay toward maintaining the rail.

- I did look at the amount of bulk that Helena has brought in the first 4 months of 2023-24 vs the first 4 months of 2022-23. Last fiscal year they had paid for 21,599.18 tons vs this fiscal year 29,211.8 tons for the first 4 months.