SPECIAL PORT COMMISSION MEETING DEC. 7, 2021

Tuesday, December 07, 2021 at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

CALL TO ORDER

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

CONSENT AGENDA

REPORTS

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

ACTION ITEMS: LEASES

2. REVIEW / CONSIDER submitted proposal(s) for ground leases of Tract 3 and Tract 11 at the Harbor of Refuge.

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

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

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

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, DECEMBER 07, 2021**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **10:00 a.m. Friday, DECEMBER 03, 2021**.

_____

Rachel Garza, *Administrative Assistant*

ADA NOTICE

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

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

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

MONTHLY TARIFF REPORT

DATE: October 19, 2021

REPORTING PERIOD: October (MONTH) 2021 (YEAR)

COMPANY NAME: HELENA AGRI-ENTERPRISES, LLC

MAILING ADDRESS: PO BOX 419
(P. O. Box Number or Street)

PORT LAVACA (City) TX (State) 77979 (Zip Code)

4,713.605	Tons of Fertilizer	Barge (Name Product)	@ 0.65¢ per ton
743.575	Tons of Fertilizer	Rail (Name Product)	@ 0.65¢ per ton
$5.56 credit			

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ $3,541.61 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 19 day of October , 2021 .

Terminal Manager (Title)

Trey Franz (Printed Name)

(Duly Authorized Signature)

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

BARGES	*MATERIAL / REF #*	*DATE*	*HELENA / Tons*	*LIQUID / DRY*
LTD 753B	UREA	10/5/2021	1,633.789	DRY
LTD 759	POTASH2	10/15/2021	1,606.531	DRY
MTC 741	MICRO		1,473.285	DRY

RAIL CARS	*MATERIAL / REF #*	*DATE*	*HELENA / Tons*	*LIQUID / DRY*
PPAX6158	PHOSPH06		97.250	LIQUID
PROX12170	PHOSPH06		97.800	LIQUID
TGAX131463	PHOSPH06		97.300	LIQUID
TILX140001	PHOSPH06		99.750	LIQUID
TILX150050	PHOSPH06		99.800	LIQUID
UTLX24685	PHOSPH06		100.050	LIQUID
UTLX971239	ANHYDRO1		76.025	LIQUID
UTLX971218	ANHYDRO1		75.600	LIQUID
			HELENA / Tons	
	TOTAL		5457.180	

Barge
4,713.605
$3,547.17
Rail
743.575

-$5.56 overpaid

$3,541.61

BARGE SURVEY

Published: 09/

Vessel ID:	LTD753B	Commodity:	UREA	Empty Survey D/T:	09/08/21 0:00	Complete Date:	09/09/2021
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:	09/09/21 0:00	Release Date:	09/09/21 1:45
Vessel Type:	BARGE	Order No. :	32735836	Placement Date:	08/28/21 7:00	Origin City:	Donaldsonville
Voyage ID:	7976	Surveyor ID:		Start Date:	09/08/21 20:51	Origin State:	LA

Vessel Facts

Depth:	14	Ft.	0	In.	Bilge Radius:	0 Ft.	0	In.
Beam:	35	Ft.	0	In.	Rake Horizontal:	0 Ft.	0	In.
Length:	200	Ft.	0	In.	Rake Vertical:	0 Ft.	0	In.

Order Information

Order No:	32735836	Cust PO No:	563967020
Cust/Bill To:	100292		CHS INC
Ship To:	207591		CUSTOMER ARRANGED BARGE
City/State:			

Freeboard

	Empty	Loaded
Fwd/Bow Port:	12'-6.250"	4'-11.500"
Fwd/BowStar:	12'-6.500"	5'-0.000"
Mid Port:	12'-6.000"	4'-11.500"
Mid Star:	12'-6.000"	5'-0.000"
Aft/Stern Port:	12'-6.250"	5'-1.000"
Aft/Stern Star:	12'-6.500"	5'-1.000"
Mean Freeboard:	12'-6.250"	5'-0.170"
Mean Draft:	1'-5.750"	8'-11.830"
Water Density:	0.997	0.9971
Net Tons:	-4.528	1,629.261

Tons Corrected for Density:	1,633.789

Tank Soundings

Empty

Bow: 0 Ft. 5.00 In.

	Port		Starboard	
No. 1:	0 Ft.	0.00 In.	0 Ft.	5.00 In.
No. 2:	0 Ft.	5.00 In.	0 Ft.	5.00 In.
No. 3:	0 Ft.	5.00 In.	0 Ft.	5.00 In.
No. 4:	0 Ft.	0.00 In.	0 Ft.	5.00 In.
No. 5:	0 Ft.	5.00 In.	0 Ft.	0.00 In.
No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.

Stern: 0 Ft. 5.00 In.

Loaded

Bow: 0 Ft. 5.00 In.

	Port		Starboard	
No. 1:	0 Ft.	0.00 In.	0 Ft.	5.00 In.
No. 2:	0 Ft.	0.00 In.	0 Ft.	1.00 In.
No. 3:	0 Ft.	0.00 In.	0 Ft.	1.00 In.
No. 4:	0 Ft.	0.00 In.	0 Ft.	5.00 In.
No. 5:	0 Ft.	0.00 In.	0 Ft.	5.00 In.
No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.

Stern: 0 Ft. 5.00 In.

C&C Maritime
17574 Hard Hat Drive, Suite 5
Covington, LA 70435

Telephone: +1 (225) 289 4594
Facsimile: +1 (225) 289 4642
Ops@candcmaritime.com
candcmaritime.com

BARGE DRAFT SURVEY REPORT

Client Name: Waterway AG
Address: Metropolis, IL

BARGE NAME: LTD 759

Cargo description: GMOP

Our Ref: 002240
DATE: September 18, 2021

Date of Initial survey: September 16, 2021
Initial Location: Cooper Laplace
Date of Final survey: September 18, 2021
Final Location: Cooper Laplace

To/Ex: MV BRITTA OLDENDORFF

BARGE DESCRIPTION

Type: Box
Covers - Type: FL

	Initial	Final
Weather Conditions:	Mild	Mild
Water Conditions:	Choppy	Choppy

Barge dimensions: Depth 14' Length 200' Width 35' 00"

Measurements

FREEBOARDS	INITIAL	FINAL
Fwd Port	12' 5 3/4"	5' 3 1/2"
Mid Port	12' 6"	5' 0"
Aft Port	12' 6 1/2"	5' 1"
Fwd Stbd	12' 4 3/4"	5' 4 3/4"
Mid Stbd	12' 5 1/4"	5' 0 3/4"
Aft Stbd	12' 5 1/4"	5' 1 1/4"
Trim in	0.625	-3.000

	MEANS - inches	
L T	F&A mean	149.563
	Mid mean	149.625
	Mean/means	149.594
H V Y	F&A mean	62.625
	Mid mean	60.375
	Mean/means	61.500

Draft Calculations

	INITIAL	FINAL
Port waterline length		
Stbd waterline length		
Mean waterline length	200.000	200.000
Water Density	0.995	0.995

Freeboards (inches)

149.609	Lt QTR mean
60.938	Hvy QTR mean
88.672	Change in Draft

Quarter Mean Draft: 8'-11 1/16"

Total Cargo Weights

1,606.531	Short Tons
1,434.403	Long Tons
1,457.435	Metric Tons
3,213,062	Pounds

Reported By: C&C Maritime, USA

Survey conducted in accordance with "TFI Inland Barge Survey Procedure" v 1.0

Observations / Remarks

CAROLINA
MES10
Report of Survey
Mosaic Global Sales, LLC

September 11-16, 2021
Artco Stevedoring
Waggaman, LA
Ref. No. 21-6036

DRAFT SURVEY BY DISPLACEMENT

MTC 741

Barge Type : **RAKE**

Depth =	13.000 ft	Length of Box =	172.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9965 **(LIGHT** Condition)	Rake Length =	28.000 ft
Spec Grv =	0.9965 **(LOADED** Condition)	Rake Height =	13.000 ft

LIGHT FREEBOARDS				LOADED FREEBOARDS			
Fwd Port =	11 ft	0.250	in	Fwd Port =	4 ft	5.500	in
Fwd Stbd =	11 ft	0.000	in	Fwd Stbd =	4 ft	1.500	in
Mid Port =	11 ft	5.250	in	Mid Port =	4 ft	5.000	in
Mid Stbd =	11 ft	5.000	in	Mid Stbd =	4 ft	0.000	in
Aft Port =	11 ft	9.250	in	Aft Port =	4 ft	5.250	in
Aft Stbd =	11 ft	9.250	in	Aft Stbd =	4 ft	2.000	in

Full Load:

Mean Draft =	8 ft	8.792	in
Volume (Cu. Ft.) =		57,519.441	

Light Barge:

Mean Draft =	1 ft	7.167	in
Volume (Cu. Ft.) =		10,155.691	

Cargo Deadweight:

Pounds =	2,946,570
Short Tons =	**1,473.285**
Metric Tons =	1,336.543
Long Tons =	1,315.433

Marine Technical Surveyors, Inc.

Tommy L. Prejean, Operations

REACTING MANUFACTURE 2420422

Railcar Shipping Notification & Request for CHARGE102 Requisition

City of Reaction: Port Lavaca

Attention: Alicia Garcia / Trey Franz / Jason Puente

From: Abby Hammermiller

Copy to: John Odle

Copy to:

1) Once your cars have shipped, periodically trace them on the Rail website. Update the Reacting company with this information either by e-mail or phone.

2) Please enter a requisition for Charge102 as soon as possible. Your Anhydrous Ammonia and Phos Acid will automatically have PO numbers assigned and will now be transferred to you as soon as Texas Inventory receives a copy of the APP manufacture sheet.

3) Have the Railcar Numbers and Analylsis available for the Reacting Company when they arrive.

4) Immediately upon reacting completion, email a copy of the APP manufacture sheet to Texas Inventory.

ACID

Product Code: PHOSPHO6

Phosacid P.O. No: 2417134

Phosacid Vendor: PCS 21349

Total Number of Phosacid railcars to ship: 6

Item	Railcar TAG No.	Date Tag Applied	Railcar No.	Ship Date	Cargo Weight	Analysis
1			PPAX6158	9/9/2021	97.250	69.11
2			PROX12170	9/9/2021	97.800	69.11
3			TGAX131463	9/9/2021	97.300	69.11
4			TILX140001	9/9/2021	99.750	69.31
5			TILX150050	9/9/2021	99.800	69.31
6			UTLX24685	9/9/2021	100.050	69.31
7						
8						
9						
10						
11						
12						

Total Tonnage : 591.950

Anhydrous Ammonia

ANHYDRO1

Anhydrous P.O. No.: 2420417

CF Industries 57259

Item	Railcar No.	Railcar TAG No.	Date Tag Applied	Actual Ship Date	Cargo Weight
1	UTLX971239			09/13/21	76.025
2	UTLX971218			09/13/21	75.600
3					
4					

151.625 *Total Nh3 Tonnage*

Reactor

Reactor P.O. No.: 2420422

Reacting Company: APP Conversions

APP Conversions - John Odle

Mobile No.: (316) 259-5148

Product Code: Charge102

Price:

Est. Reacting Tons:

CITY OF PORT LAVACA
PORT COMMISSION

MONTHLY TARIFF REPORT

DATE: 9/30/2021

REPORTING PERIOD: SEPTEMBER (MONTH) 2021 (YEAR)

COMPANY NAME: EQUALIZER INC

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

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

_____	Tons of Fertilizer	BARGE (Name Product)	@ 0.65¢ per ton
31,774.88	Barrels of Crude Oil	CRUDE OIL (Name Product)	@ 0.010¢ per barrel
_____	Sacks of Oysters	_____	@ 0.10¢ per sack

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ 3177.48 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 30 day of SEPTEMBER, 2021.

COMPTROLLER (Title)

MARY MILLER (Printed Name)

Mary Miller (By Authorized Signature)

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

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

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Megan Grall / GulfMark Energy Inc. megang@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : MM - 96 & 98
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 1

Date : 08-SEP-2021
File NA° : PVI-12443
Ref. NA° : ER210901-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F	14,929.25
Free Water	0.00
GSV	
Barrels @ 60 °F	14,929.25
Gallons @ 60 °F	627,028.50
Long Tons - Air	2,113.013
Metric Tons - Air	2,146.921
Short Tons - Air	2,366.575
Kilograms - Air	2,146,921.0
Pounds - Air	4,733,150.0
API Gravity @ 60 °F (T)	24.6
NSV	
Barrels @ 60 °F	14,922.23
Gallons @ 60 °F	626,733.66
Long Tons - Air	2,112.020
Metric Tons - Air	2,145.911
Short Tons - Air	2,365.462
Kilograms - Air	2,145,911.0
Pounds - Air	4,730,924.0
S&W %	0.047**
S&W Vol.	7.02
S&W Source	

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

Total Vessel Quantities

Vessel : MM - 98

TCV, Bbls @ 60 °F	14,961.29
Free Water	0.00
GSV	

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Megan Grall / GulfMark Energy Inc. megang@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : MM - 95 & 97B
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2

Date : 26-SEP-2021
File NA° : PVI-12457
Ref. NA° : ER210902-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F	12,040.84
Free Water	0.00
GSV	
Barrels @ 60 °F	12,040.84
Gallons @ 60 °F	505,715.28
Long Tons - Air	1,700.929
Metric Tons - Air	1,728.223
Short Tons - Air	1,905.040
Kilograms - Air	1,728,223.0
Pounds - Air	3,810,080.0
API Gravity @ 60 °F (T)	24.9
NSV	
Barrels @ 60 °F	12,034.70
Gallons @ 60 °F	505,457.40
Long Tons - Air	1,700.061
Metric Tons - Air	1,727.342
Short Tons - Air	1,904.069
Kilograms - Air	1,727,342.0
Pounds - Air	3,808,137.0
S&W %	0.051**
S&W Vol.	6.14
S&W Source	

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

Total Vessel Quantities

	Vessel : MM - 95
TCV, Bbls @ 60 °F	11,900.36
Free Water	0.00
GSV	

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Megan Grall / GulfMark Energy Inc. megang@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : FMT - 3194
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2

Date : 24-SEP-2021
File NA° : PVI-12454
Ref. NA° : VG210901-B

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F	4,821.38
Free Water	0.00
GSV	
Barrels @ 60 °F	4,821.38
Gallons @ 60 °F	202,497.96
Long Tons - Air	681.957
Metric Tons - Air	692.900
Short Tons - Air	763.792
Kilograms - Air	692,900.0
Pounds - Air	1,527,584.0
API Gravity @ 60 °F (T)	24.7
NSV	
Barrels @ 60 °F	4,817.95
Gallons @ 60 °F	202,353.90
Long Tons - Air	681.472
Metric Tons - Air	692.400
Short Tons - Air	763.249
Kilograms - Air	692,408.0
Pounds - Air	1,526,497.0
S&W %	0.071**
S&W Vol.	3.43
S&W Source	

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

Total Vessel Quantities

Vessel : FMT - 3194

TCV, Bbls @ 60 °F	4,785.02
Free Water	0.00
GSV	

CITY OF PORT LAVACA
PORT COMMISSION

MONTHLY TARIFF REPORT

DATE: 10/31/2021

REPORTING PERIOD: OCTOBER (MONTH) 2021 (YEAR)

COMPANY NAME: EQUALIZER INC

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

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

_____	Tons of Fertilizer	BARGE (Name Product)	@ 0.65¢ per ton
29,755.85	Barrels of Crude Oil	CRUDE OIL (Name Product)	@ 0.010¢ per barrel
_____	Sacks of Oysters	_____	@ 0.10¢ per sack

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ 2,975.58 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 31 day of OCTOBER, 2021.

COMPTROLLER (Title)

MARY MILLER (Printed Name)

Mary Miller (Duly Authorized Signature)

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

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

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Megan Grall / GulfMark Energy Inc. megang@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : MM - 96 & 98
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2

Date : 12-OCT-2021
File NA° : PVI-12473
Ref. NA° : ER211001-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F	14,956.52
Free Water	0.00
GSV	
Barrels @ 60 °F	14,956.52
Gallons @ 60 °F	628,173.84
Long Tons - Air	2,115.516
Metric Tons - Air	2,149.463
Short Tons - Air	2,369.378
Kilograms - Air	2,149,463.0
Pounds - Air	4,738,756.0
API Gravity @ 60 °F (T)	24.7
NSV	
Barrels @ 60 °F	14,952.03
Gallons @ 60 °F	627,985.26
Long Tons - Air	2,114.881
Metric Tons - Air	2,148.818
Short Tons - Air	2,368.667
Kilograms - Air	2,148,818.0
Pounds - Air	4,737,333.0
S&W %	0.030**
S&W Vol.	4.49
S&W Source	

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

Total Vessel Quantities

Vessel : MM - 98

TCV, Bbls @ 60 °F	14,871.13
Free Water	0.00
GSV	

From : Camin Cargo Control
To : GulfMark Energy Inc.

Attn : Megan Grall / GulfMark Energy Inc. megang@gulfmarkenergy.com
Shelly Smith / GulfMark Energy Inc. shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL

Vessel : MM - 96 & 98
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2

Date : 27-OCT-2021
File NA° : PVI-12493
Ref. NA° : ER211002-A

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F	10,070.93
Free Water	
GSV	0.00
Barrels @ 60 °F	10,070.93
Gallons @ 60 °F	422,979.06
Long Tons - Air	1,425.390
Metric Tons - Air	1,448.263
Short Tons - Air	1,596.437
Kilograms - Air	1,448,263.0
Pounds - Air	3,192,874.0
API Gravity @ 60 °F (T)	24.6
NSV	
Barrels @ 60 °F	10,060.01
Gallons @ 60 °F	422,856.42
Long Tons - Air	1,424.977
Metric Tons - Air	1,447.844
Short Tons - Air	1,595.974
Kilograms - Air	1,447,844.0
Pounds - Air	3,191,949.0
S&W %	0.029**
S&W Vol.	2.92
S&W Source	

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

Total Vessel Quantities

Vessel : MM - 96

TCV, Bbls @ 60 °F	10,079.66
Free Water	
GSV	0.00

BARGE: Florida Marine - FMT 3194 (1191579)
Product/Cargo: Crude
Port/Location: Port Lavaca, TX
AmSpec File#: 155-21-02893
Client Ref#: VG211101-B
Date: 11/04/2021

Gulfmark Energy

AmSpec

Certificate of Quantity

The undersigned herewith declares that the quantities are as follows:

	TCV (Total Calculated Volume)	GSV (Gross Standard Volume)	NSV (Net Standard Volume)
Barrels @ 60°F	4,750.06	4,750.06	4,735.81
US Gallons @ 60°F	199,502.52	199,502.52	198,904.02
Imperial Gallons @ 60°F	166,120.60	166,120.60	165,622.24
Pounds	1,505,953	1,505,953	1,501,435
Long Tons	672.300	672.300	670.283
Short Tons	752.976	752.976	750.717
Kilograms	683,089	683,089	681,039
Metric Tons (AIR)	683.089	683.089	681.039
Metric Tons (VAC)	683.892	683.892	681.840
Cubic Meters @ 15°C	754.882	754.882	752.618
Cubic Meters @ 20°C	757.722	757.722	755.449
Cubic Meters @ 60°F	755.199	755.199	752.934
Litres @ 15°C	754,882	754,882	752,618
Litres @ 20°C	757,722	757,722	755,449
Litres @ 60°F	755,199	755,199	752,934

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

Comments: **Summary precision is displayed as per user preferences.**

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

AmSpec: Ernest Brown

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

AmSpec, LLC

301 Omaha Dr
Corpus Christi, Texas 78408
Telephone: +1-361-882-4900
Email: corpuschristi@amspecgroup.com

CITY OF PORT LAVACA
MONTHLY TARIFF REPORT

DATE: 11-3-2021

REPORTING PERIOD: October (MONTH) 2021 (YEAR)

COMPANY NAME: Prestige Oysters Inc

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

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

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

---

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ 0 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 3rd day of November, 2021.

V.P
(Title)

Lisa Hall
(Printed Name)

(Duly 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

ACCOUNT NO#	--------- NAME ---------	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALAN
99-1303-00	RLB CONTRACTING, INC.	11/01/2021	A	5,000.00CR					5,000.00CR
99-1415-00	PRESTIGE OYSTER, INC	11/08/2021	A	6,051.67CR					6,051.67CR
99-1583-05	WILD REEF SEAFOOD LLC	10/27/2021	A	3,200.00					3,200.00
99-1733-02	BIG BEAR SHRIMP & SEAFOO	6/21/2021	A	2,826.78CR					2,826.78CR
99-1734-00	MILLER SEAFOOD CO INC	11/02/2021	A						0.00
99-1745-00	T. W. LaQUAY MARINE,LLC	4/06/2021	A	1,350.00	1,350.00	1,350.00	1,350.00	4,050.00	9,450.00
99-1746-00	T. W. LaQUAY MARINE, LLC	4/06/2021	A	4,227.02	4,227.02	4,227.02	4,227.02	12,681.06	29,589.14
99-1783-00	EQUALIZER INC	11/01/2021	A						0.00
99-1800-01	POOR BOYS BAIT SHOP (LEA	11/15/2021	A						0.00
99-1801-01	REYNA-RUBIO, AUSENCIO	10/20/2021	A	300.00					300.00
99-1810-00	HELENA CHEMICAL COMPANY	10/29/2021	A						0.00
99-1883-00	CABLE ONE, INC	10/01/2021	A	288.75					288.75
99-1893-00	PRESTIGE OYSTER'S INC.	11/08/2021	A						0.00
99-1909-01	EDWARD D JONES & CO.(HEA	11/01/2021	A	579.58CR					579.58CR
99-1913-02	SOMETHING MORE MEDIA, IN	10/26/2021	A	640.00					640.00
99-1923-06	BAY LTD	11/05/2021	A						0.00
99-1930-01	PORT LAVACA PLUMBING	10/29/2021	A						0.00
99-1931-06	G4S SECURE SOLUTIONS (US	11/02/2021	A	223.00CR					223.00CR
99-1932-05	G4S SECURE SOLUTIONS (US	11/02/2021	A	223.00CR					223.00CR
99-1933-03	SPIRETEK INTERNATIONAL,	10/25/2021	A						0.00
99-1963-04	HUSSONG, KEITH	11/08/2021	A						0.00
99-1973-06	SULLIVAN, TROY	11/02/2021	A	282.80CR					282.80CR
99-1983-08	PEREZ-DEL RIO, JOSE FERN	11/03/2021	A						0.00
99-1993-04	RABE, MICHAEL	10/15/2021	A	317.10					317.10
99-2003-04	ROBERTS, PERCIVAL L	11/01/2021	A						0.00
99-2013-09	COX, TERRY	9/14/2021	A	264.60					264.60
99-2043-07	HUNSAKER, ROBERT	10/28/2021	A	184.00					184.00
99-2053-10	LARGENT, CRAIG	9/30/2021	A	* 302.00	296.00 *				598.00
99-2063-09	BAIN, NORMAN D	11/08/2021	A						0.00
99-2093-07	MASSARIA, TIM	10/21/2021	A	298.20					298.20
99-2103-07	BURKLAND, JERRY	10/15/2021	A	367.50					367.50
99-2153-04	ORSBON, LIZ	10/13/2021	A	8.10CR					8.10CR
99-2193-07	McCOLLOUGH, DAVID	10/09/2021	A	176.40					176.40
99-2213-04	CAMPBELL, ED	11/02/2021	A						0.00
99-2223-10	BALLARD, SHAWN	10/04/2021	A	260.90					260.90
99-2233-06	CARTER, NICOLAS	10/12/2021	A	0.20CR					0.20CR
99-2253-07	WILEY, LEAH	8/29/2021	A	29.40CR					29.40CR
99-2273-06	JONES, CHARLIE	11/15/2021	A						0.00
99-2293-14	WALSH, TIMOTHY J.	10/12/2021	A	228.90					228.90
99-2443-05	WALLER, KENNETH L. JR	10/16/2021	A	279.30					279.30
99-2453-08	DEWITT, TONY	6/10/2021	A	837.90CR					837.90CR
99-2481-05	FERNUNG, LLOYD M	9/03/2021	A	9.72					9.72
99-2543-09	CHRISTENSEN, GARY OR PAU	0/00/0000	A	* 319.20	319.20 *				638.40
99-2589-05	WASICEK, LD	6/14/2021	A	235.20	235.20	235.20	235.20	235.20	1,176.00
**** BOOK # :0099	TOTAL ACCOUNTS:	44		2813.64CR	6427.42	5812.22	5812.22	16966.26	32204.48
REPORT TOTALS	TOTAL ACCOUNTS:	44		2813.64CR	6427.42	5812.22	5812.22	16966.26	32204.48

* Christensen - new customer - signed up for auto draft* Karen will deduct balance.

* Largent - To provide proof of pmt made for $296.00

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-103963	**NEWMAN, AMIE**	I-202110079679	504 51000523.03	CLEANING & JANITORIAL: CLEANING SUPPLIES		58489	$600.00
				VENDOR TOTALS			**$600.00**
01-102855	**DOWELL PEST CONTROL**	I-21407	504 51000542.03	R & M- BUILDING: PEST CONTROL		58576	$77.25
				VENDOR TOTALS			**$77.25**
01-102882	**FRONTIER SOUTHWEST INC.**	I-18830907065/102021	504 51000536.02	TELEPHONE: PHONE CHARGES OCTOBER 2021		58611	$103.40
				VENDOR TOTALS			**$103.40**
01-102645	**GEXA ENERGY, LP**	I-32796039-4	504 51000536.01	ELECTRICITY: ELECTRICITY SERVICES SEPTEMBER 2021		58511	$2,154.82
				AC/BAY LIMITED			$161.59
				LIGHT/BAY LIMITED & AC/DAYROOM &HARBOR MASTER			$120.22
				SPIRETECH			$161.80
				AC/EDWARD JONES & SOMETHING MORE LIGHTS/DAYROOM, HARBOR MASTER SUB PANEL/EDWARD JONES			$211.77
				PL PLUMBING, G4S, & CONF. ROOM			$310.28
				NL MARINA BUILDING FLOOD LIGHT			$48.43
				NL BOAT SLIPS			$684.38
				HARBOR OF REFUGE			$0.00
				HARBOR OF REFUGE FLOOD LIGHT			$456.35
				CITY HARBOR			$0.00
				VENDOR TOTALS			**$2,154.82**
01-101839	**HARRISON,WALDROP**	I-82930	504 51000532.01	AUDIT FEES: AUDIT FEES		58518	$300.00
				VENDOR TOTALS			**$300.00**

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-101749	**RICHARD A LEWIS**	I-10376	504 51000543.04		R & M IMPROVEMENT: REPLACE BROKEN HOSE	58586	$165.02
				VENDOR TOTALS			**$165.02**
01-100335	**PORT LAVACA, CITY OF**	I-10/2021	504 51000536.03		WATER: WATER/SEWER OCTOBER 2021	58634	$284.06
				VENDOR TOTALS			**$284.06**
01-102309	**REPUBLIC SERVICES #847**	I-0847-001170426	504 51000533.14		CONTRACTED SERVICES: CONTAINER - PORT COMMISSION	58545	$303.70
				VENDOR TOTALS			**$303.70**
01-104017	**THERMO FLUIDS, INC.**	I-87289249	504 51000533.14		CONTRACTED SERVICES: DRUM FILTER	58588	$107.50
				VENDOR TOTALS			**$107.50**
01-102621	**UNIFIRST HOLDINGS, INC.**	I-815-0922164	504 51000523.03		CLEANING & JANITORIAL: CLEANING SUPPLIES	58557	$79.33
01-102621	**UNIFIRST HOLDINGS, INC.**	I-815-0922836	504 51000523.03		CLEANING & JANITORIAL: CLEANING SUPPLIES	58481	$50.77
01-102621	**UNIFIRST HOLDINGS, INC.**	I-815-0923554	504 51000523.03		CLEANING & JANITORIAL: CLEANING SUPPLIES	58645	$69.06
01-102621	**UNIFIRST HOLDINGS, INC.**	I-815-0924258	504 51000523.03		CLEANING & JANITORIAL: CLEANING SUPPLIES	58645	$51.89
				VENDOR TOTALS			**$251.05**
01-102014	**VERIZON WIRELESS**	I-9890785266	504 51000536.02		TELEPHONE: CELL PHONE CHARGES	58648	$40.22
				VENDOR TOTALS			**$40.22**
						REPORT GRAND TOTAL:	**$4,387.02**

' REVENUE FUND
FI L SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
REVENUE SUMMARY								
USER & SERVICE CHARGES	621,500	607,500	14,000	63,531.92	63,531.92	0.00	543,968.08	10.46
FINES & FORFEITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	1,306,075	650	1,305,425	0.00	0.00	0.00	650.00	0.00
GRANT AND CONTRIBUTION R	0	14,000,000	(14,000,000)	0.00	0.00	0.00	14,000,000.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,927,575	14,608,150	(12,680,575)	63,531.92	63,531.92	0.00	14,544,618.08	0.43
EXPENDITURE SUMMARY								
TECHNOLOGY SERVICES	1,500	1,500	0	119.49	119.49	0.00	1,380.51	7.97
CITY HARBOR	0	27,000	(27,000)	0.00	0.00	0.00	27,000.00	0.00
HARBOR OF REFUGE	0	36,000	(36,000)	0.00	0.00	19,983.71	16,016.29	55.51
SMITH HARBOR	50,000	51,000	(1,000)	0.00	0.00	0.00	51,000.00	0.00
NAUTICAL LANDINGS MARINA	0	15,000	(15,000)	0.00	0.00	0.00	15,000.00	0.00
OPERATIONS	1,876,075	14,730,507	(12,854,432)	8,295.84	8,295.84	366,460.34	14,355,750.82	2.54
NON DEPARTMENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,927,575	14,861,007	(12,933,432)	8,415.33	8,415.33	386,444.05	14,466,147.62	2.66
REVENUES OVER/(UNDER) EXPENDITURES	0	(252,857)	252,857	55,116.59	55,116.59	(386,444.05)	78,470.46	131.03

* Due to the finacial system remaining open in order to finalize the 2020 Fiscal Year, the Amended Budget column will show the FY 2022 Budget. Please ignore "Original Budget" and "Budget Adjustment" columns.

REVENUE FUND

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES									
436.01	CITY HARBOR-DOCK LEASE	95,000	100,000	(5,000)	8,523.64	8,523.64	0.00	91,476.36	8.52
436.09	HOR - DAILY DOCK RENTA	0	0	0	600.00	600.00	0.00	(600.00)	0.00
436.10	HOR - RENTAL	0	41,000	(41,000)	1,432.02	1,432.02	0.00	39,567.98	3.49
436.11	HOR - DOCK LEASES	247,000	215,000	32,000	22,470.05	22,470.05	0.00	192,529.95	10.45
436.12	TARIFFS	130,000	100,000	30,000	17,414.31	17,414.31	0.00	82,585.69	17.41
436.20	N L DOCK RENT- TRANSIE	1,000	500	500	0.00	0.00	0.00	500.00	0.00
436.21	N L-DOCK LEASE	85,000	80,000	5,000	7,006.10	7,006.10	0.00	72,993.90	8.76
436.22	N L -BLDG LEASE	50,000	70,000	(20,000)	6,010.80	6,010.80	0.00	63,989.20	8.59
436.23	N L - BLDG RENTAL	5,000	1,000	4,000	75.00	75.00	0.00	925.00	7.50
436.24	SMITH HARBOR RENT	8,500	0	8,500	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES		621,500	607,500	14,000	63,531.92	63,531.92	0.00	543,968.08	10.46
FINES & FORFEITURES									
442.01	LATE PAYMENT PENALTIES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES		0	0	0	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE									
451.01	INTEREST INCOME	5,000	500	4,500	0.00	0.00	0.00	500.00	0.00
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71	WASHER-DRYER INCOME	150	150	0	0.00	0.00	0.00	150.00	0.00
459.90	MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92	EQUITY BALANCE FORWARD	1,300,925	0	1,300,925	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE		1,306,075	650	1,305,425	0.00	0.00	0.00	650.00	0.00
GRANT AND CONTRIBUTION R									
481.01	GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02	GRANT REVENUE	0	14,000,000	(14,000,000)	0.00	0.00	0.00	14,000,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R		0	14,000,000	(14,000,000)	0.00	0.00	0.00	14,000,000.00	0.00
INTERGOVERNMENTAL REVENUE									
493.00.1	XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE		0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,927,575	14,608,150	(12,680,575)	63,531.92	63,531.92	0.00	14,544,618.08	0.43

REVENUE FUND
TE GY SERVICES
DE ITAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	119.49	119.49	0.00	1,380.51	7.97
TOTAL SERVICES	1,500	1,500	0	119.49	119.49	0.00	1,380.51	7.97
TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	119.49	119.49	0.00	1,380.51	7.97

'21 02:24 PM

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

PAGE:

REVENUE FUND
CI BOR
DE ENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% BUDGET
SERVICES									
50800533.20	CONTRACTED SERV-CITY H	0	25,000	(25,000)	0.00	0.00	0.00	25,000.00	0.00
TOTAL SERVICES		0	25,000	(25,000)	0.00	0.00	0.00	25,000.00	0.00
MAINTENANCE									
50800542.21	R & M- INFRAS- CITY HA	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
50800543.22	R & M- BLDG.- CITY HAR	0	1,000	(1,000)	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		0	2,000	(2,000)	0.00	0.00	0.00	2,000.00	0.00
TOTAL CITY HARBOR		0	27,000	(27,000)	0.00	0.00	0.00	27,000.00	0.00

' REVENUE FUND
HA F REFUGE
DE NTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES									
50820533.20	CONTRACTED SERV- HOR	0	25,000	(25,000)	0.00	0.00	19,983.71	5,016.29	79.93
TOTAL SERVICES		0	25,000	(25,000)	0.00	0.00	19,983.71	5,016.29	79.93
MAINTENANCE									
50820542.21	R & M- INFRASTRUCTURE	0	11,000	(11,000)	0.00	0.00	0.00	11,000.00	0.00
TOTAL MAINTENANCE		0	11,000	(11,000)	0.00	0.00	0.00	11,000.00	0.00
TOTAL HARBOR OF REFUGE		0	36,000	(36,000)	0.00	0.00	19,983.71	16,016.29	55.51

REVENUE FUND
SM RBOR
DE NTAL EXPENDITURES

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

[illegible] REVENUE FUND
NA [illegible] LANDINGS MARINA
DE [illegible]NTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES									
50860533.20	CONTRACTED SERV- NL MA	0	10,000	(10,000)	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES		0	10,000	(10,000)	0.00	0.00	0.00	10,000.00	0.00
MAINTENANCE									
50860542.03	R & M- BUILDING- NL MA	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
50860542.21	R & M- INSFRAS- NL MAR	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
50860542.25	R & M- BUILD (NAUTICAL	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
50860543.26	R & M- INFRAS- NL MARI	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
50860543.27	R & M- IMPROV OTB- NL	0	1,000	(1,000)	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE		0	5,000	(5,000)	0.00	0.00	0.00	5,000.00	0.00
TOTAL NAUTICAL LANDINGS MARINA		0	15,000	(15,000)	0.00	0.00	0.00	15,000.00	0.00

T REVENUE FUND
ONS
DE NTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES									
51000511.01	SALARIES & WAGES	66,139	74,703	(8,564)	5,910.68	5,910.68	0.00	68,792.32	7.91
51000511.06	SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07	SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05	EMPLOYER-SOCIAL SECURI	5,161	4,514	647	421.14	421.14	0.00	4,092.86	9.33
51000512.10	EMPLOYER-T.M.R.S.	4,134	4,460	(326)	515.98	515.98	0.00	3,944.02	11.57
51000512.20	GROUP H/D INS PREMIUMS	16,637	10,946	5,691	841.31	841.31	0.00	10,104.69	7.69
51000512.30	WORKER'S COMPENSATION	1,849	1,800	49	0.00	0.00	0.00	1,800.00	0.00
51000512.31	UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40	SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES		94,419	96,923	(2,504)	7,689.11	7,689.11	0.00	89,233.89	7.93
MATERIALS & SUPPLIES									
51000521.01	OFFICE	800	1,200	(400)	7.33	7.33	0.00	1,192.67	0.61
51000523.03	CLEANING & JANITORIAL	3,500	3,500	0	171.72	171.72	0.00	3,328.28	4.91
51000524.19	COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01	FUEL	600	1,000	(400)	0.00	0.00	0.00	1,000.00	0.00
51000526.01	GENERAL SAFETY & TOOLS	300	300	0	0.00	0.00	0.00	300.00	0.00
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	0.00	0.00	2,000.00	0.00
TOTAL MATERIALS & SUPPLIES		7,200	8,000	(800)	179.05	179.05	0.00	7,820.95	2.24
SERVICES									
51000531.01	TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04	DUES, SUBSCR., & PUBLI	200	700	(500)	0.00	0.00	0.00	700.00	0.00
51000532.01	AUDIT FEES	2,985	3,000	(15)	0.00	0.00	0.00	3,000.00	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	0.00	0.00	0.00	5,000.00	0.00
51000533.14	CONTRACTED SERVICES	16,500	24,000	(7,500)	0.00	0.00	0.00	24,000.00	0.00
51000535.01	GENERAL LIABILITY INSU	1,900	4,292	(2,392)	0.00	0.00	0.00	4,292.00	0.00
51000535.10	WINDSTORM INS	8,500	3,000	5,500	0.00	0.00	0.00	3,000.00	0.00
51000535.11	FLOOD INS	1,375	1,500	(125)	0.00	0.00	0.00	1,500.00	0.00
51000536.01	ELECTRICITY	30,000	25,000	5,000	0.00	0.00	0.00	25,000.00	0.00
51000536.02	TELEPHONE	2,600	2,000	600	143.62	143.62	0.00	1,856.38	7.18
51000536.03	WATER	2,800	3,300	(500)	284.06	284.06	0.00	3,015.94	8.61
51000536.07	CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES		72,360	72,292	68	427.68	427.68	0.00	71,864.32	0.59
MAINTENANCE									
51000541.02	LANDSCAPING	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000542.03	R & M- BUILDING	0	0	0	0.00	0.00	747.00	(747.00)	0.00
51000542.21	R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25	R & M- BUILD (NAUTICAL	5,000	11,000	(6,000)	0.00	0.00	0.00	11,000.00	0.00
51000543.04	R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06	R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22	R & M- BUILD (CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
51000544.50	R & M- FURNITURE & EQU	1,000	6,000	(5,000)	0.00	0.00	0.00	6,000.00	0.00
51000544.55	R & M- VEHICLES & TRAI	500	500	0	0.00	0.00	0.00	500.00	0.00

T REVENUE FUND
ONS
ENTAL 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	450,000	0	450,000	0.00	0.00	16,075.00	(16,075.00)	0.00
TOTAL MAINTENANCE		475,200	36,200	439,000	0.00	0.00	16,822.00	19,378.00	46.47
SUNDRY									
51000552.02	PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03	BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25	DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01	XFER OUT- FD 001- ADMI	35,583	42,371	(6,788)	0.00	0.00	0.00	42,371.00	0.00
51000553.02	XFER OUT- FD 310- '08	127,128	123,395	3,733	0.00	0.00	0.00	123,395.00	0.00
51000553.05	XFER OUT- FD 322 - 201	133,201	134,326	(1,125)	0.00	0.00	0.00	134,326.00	0.00
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	185,984	0	185,984	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		481,896	300,092	181,804	0.00	0.00	0.00	300,092.00	0.00
CAPITAL EXPENDITURES									
51000561.02	CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03	CE- BUILDING & IMPROV	80,000	0	80,000	0.00	0.00	36,740.00	(36,740.00)	0.00
51000563.05	CE- INFRASTRUCTURE	665,000	14,217,000	(13,552,000)	0.00	0.00	312,898.34	13,904,101.66	2.20
TOTAL CAPITAL EXPENDITURES		745,000	14,217,000	(13,472,000)	0.00	0.00	349,638.34	13,867,361.66	2.46
TOTAL OPERATIONS		1,876,075	14,730,507	(12,854,432)	8,295.84	8,295.84	366,460.34	14,355,750.82	2.54

I REVENUE FUND
ARTMENTAL
DE ENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES									
59800512.03	GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05	EMPLOYER- SOCIAL SECUR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.10	EMPLOYER- TMRS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.40	SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		0	0	0	0.00	0.00	0.00	0.00	0.00
SUNDRY									
59800551.203	GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY		0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL		0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,927,575	14,861,007	(12,933,432)	8,415.33	8,415.33	386,444.05	14,466,147.62	0.00
REVENUES OVER/(UNDER) EXPENDITURES		0	(252,857)	252,857	55,116.59	55,116.59	(386,444.05)	78,470.46	131.03

*** END OF REPORT ***

11-09-2021 02:19 PM C I T Y O F P O R T L A V A C A PAGE: 1
BALANCE SHEET - UNAUDITED
AS OF: OCTOBER 31ST, 2021

504-PORT REVENUE FUND

ACCOUNT#	TITLE			
ASSETS				
111.21	CLAIM ON CONS CASH	738,433.43		
112.11.6001	INVESTMENTS-LOGIC	753,003.46		
113.24	UNAPPLIED CREDITS	(4,375.02)		
113.27	PTC ACCTS RECEIVABLE (UB	79,612.56		
116.01.0001	PREPAID INSURANCE	12,761.32		
151.01.1000	LAND	1,919,338.57		
152.01.1000	BUILDINGS	1,313,990.38		
152.02.2000	ACCUM DEPRECIATION-BUIL(	757,535.28)		
153.01.1000	IMPROVEMENTS OTHER THAN	1,967,672.24		
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,561,633.44)		
154.01.1000	MACHINERY & EQUIPMENT	27,343.00		
154.02.2000	ACCUM DEPR-MACHINERY & (	27,343.00)		
155.01.1000	CONSTRUCTION IN PROGRESS	60,560.91		
156.01.1000	INFRASTRUCTURE	4,590,627.69		
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,782,183.55)		
			6,330,273.27	
	TOTAL ASSETS			6,330,273.27
LIABILITIES				
207.21	CUSTOMER DEPOSIT	100.00		
211.10	AP PENDING (DUE TO CONS	2,041.64		
211.99	YMCA	(4.35)		
212.30	ACCRUED VACATION	1,606.28		
213.01	BOND PREMIUM (SERIES '18	99,435.95		
216.20.3006	BONDS PAYABLE-CURRENT	160,000.00		
221.20	BONDS PAYABLE NON-CURREN	2,270,000.00		
			2,533,179.52	
	TOTAL LIABILITIES		2,533,179.52	
FUND EQUITY/BALANCE				
320.07	ENCUMBRANCES	(502,910.64)		
320.08	RESERVE FOR ENCUMBRANCES	502,910.64		
320.09	PRIOR YEAR ENCUMBRANCE	110,587.52		
320.10	PRIOR YEAR RESERV/ENC	(110,587.52)		
320.60	FUND BALANCE COMMITTED	90,552.00		

BALANCE SHEET - UNAUDITED
AS OF: OCTOBER 31ST, 2021

504-PORT REVENUE FUND

ACCOUNT#	TITLE		
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	999,973.60	
	TOTAL FUND EQUITY/BALANCE		4,484,061.60
	TOTAL REVENUES	63,531.92	
	TOTAL EXPENSES	8,415.33	
	UNPOSTED PRIOR YEAR	(742,084.44)	
	EXCESS REVENUES OVER EXPENDITURES		(686,967.85)
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		6,330,273.27

BALANCE SHEET - UNAUDITED
AS OF: OCTOBER 31ST, 2021

210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE			
ASSETS				
104.02.0004	DUE FROM OTHER GOVERNMEN	120,000.00		
111.21	CLAIM ON CONS CASH	(162,700.00)		
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00		
155.01.1000	CONSTRUCTION IN PROGRESS	2,152,085.00		
			2,111,885.00	
	TOTAL ASSETS			2,111,885.00
LIABILITIES				
			0.00	
	TOTAL LIABILITIES		0.00	
FUND EQUITY/BALANCE				
320.07	ENCUMBRANCES	(1,094,330.36)		
320.08	RESERVE FOR ENCUMBRANCES	1,094,330.36		
320.98	FUND BALANCE UNRESV	2,152,085.00		
	TOTAL FUND EQUITY/BALANCE		2,152,085.00	
	TOTAL REVENUES	0.00		
	TOTAL EXPENSES	0.00		
	UNPOSTED PRIOR YEAR	(40,200.00)		
	EXCESS REVENUES OVER EXPENDITURES		(40,200.00)	
	TOTAL LIABILITIES & FUND EQUITY/BALANCE			2,111,885.00

CITY OF PORT LAVACA
TRIAL BALANCE - UNAUDITED
AS OF: OCTOBER 31ST, 2021

310-08 PC DEBT SERVICE

ACCT#	ACCOUNT NAME	*** MONTH TO DATE *** DEBITS	CREDITS	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS					
111.21	CLAIM ON CONS CASH	10,282.92		96,703.70	
LIABILITIES AND FUND EQUITY/BALANCE					
212.60	ACCRUED BOND INTEREST	0.00			4,296.00
320.01	FUND BAL-RSRV'D/DEBT SERVICE	0.00			24,244.46
320.10	PRIOR YEAR RESERV/ENC	0.00		1,320.75	
320.98	FUND BALANCE UNRESV	0.00			59,200.82
REVENUES					
493.05	XFER IN- FD 504 08 DEBT		10,282.92		137,410.92
EXPENDITURES					
51000552.01	DEBT SERVICE-PRINCIPAL	0.00		95,000.00	
51000552.02	DEBT SERVICE-INTEREST	0.00		32,127.75	
*** TOTALS ***		10,282.92	10,282.92	225,152.20	225,152.20

*** END OF REPORT ***

322-SERIES 2018 DEBT SERVICE

ACCT#	ACCOUNT NAME	*** MONTH TO DATE *** DEBITS	CREDITS	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS					
111.21	CLAIM ON CON CASH	11,193.83		11,453.60	
LIABILITIES AND FUND EQUITY/BALANCE					
212.60	ACCRUED INTEREST PAYABLE	0.00			7,541.00
320.98	FUND BALANCE	0.00		7,282.19	
REVENUES					
493.05	XFER IN- FD 504 2018 DEBT		11,193.83		144,394.79
EXPENDITURES					
51000552.01	DEBT SERVICE- PRINCIPAL	0.00		75,000.00	
51000552.02	DEBT SERVICE- INTEREST	0.00		57,800.00	
51000552.03	ADMINISTRATIVE FEE	0.00		400.00	
*** TOTALS ***		11,193.83	11,193.83	151,935.79	151,935.79

*** END OF REPORT ***

Cash & Financial Commitments

	As of 8/31/2021	As of 9/30/2021	As of 10/31/202
En Cash Assets			
ng Cash	$ 199,949.93	$ 181,451.35	$ 205,378.1
Inventments Logic	$ 752,980.91	$ 752,980.91	$ 753,026.43
Fund 210 Port Projects	$ (162,700.00)	$ (162,700.00)	$ (162,700.00) 2
Debt Service Funds (310 & 322)	$ 64,986.47	$ 86,420.78	$ 108,157.30
Total Ending Cash Assets	**$ 952,930.84**	**$ 934,432.26**	**$ 903,861.85**

Less Current Encumbrances

PO#	Task Order	Contractor	Project Description	Ordered	Received	Outstanding
01-10444		J & S Contractors, Inc	Low Docks	$ 204,641.91	$ 199,593.57	$ 5,048.34
01-10448	#18	Victoria Engineering	Smith Harbor Dredging	$ 37,650.00	$ 21,575.00	$ 16,075.00
01-10511		Civilcorp, LLC	Aerial Photography	$ 2,438.62	$ 1,219.31	$ 1,219.31
01-10530	#22	Victoria Engineering	Harbor of Refuge Restoration	$ 25,000.00	$ 6,235.60	$ 18,764.40
01-10682		Derrick Construction	Smith Harbor Dredging	$ 294,750.00	$ -	$ 294,750.00
01-10686		Barefoot Construction	Replacement of 9 doors @ NL	$ 36,740.00		$ 36,740.00
					Total	**$ 372,597.05**

Less Budgeted Capital Improvement Projects

1	Texas Parks & Wildlife Match	$ 167,000.00
2	Master Plan	$ 50,000.00
	Total	**$ 217,000.00**

Less Commitments

1	FY 21/22 Remaining Bond Payments	$ 236,244.25
	Total	**$ 236,244.25**

Total Uncommited Funds **$ 78,020.55**

1 The Difference in ending cash is due to a Journal Entry made by the Auditors as of 9/30/20 in the amount of $431,155 from Fund 504 Port Revenue to Fund 210 Port Comission Projects for the EDA Grant matching funds as budgeted.

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

For Informational Purposes only (Does not effect Port Commission Balance Sheet)

Fund 175 FEMA	Low Docks	$ 287,328.51
Fund 175 FEMA	Dock B	$ 97,912.38
Total Fund 175 FEMA		**$ 385,240.89**

Port Commission Snapshot

	August	September	October	FYTD
City Harbor				
Revenue	$ 7,012.14	$ 6,835.14	$ 6,923.64	$ 6,923.64
Expenses	$ 2,013.38	$ 2,314.67	$ 1,512.93	$ 1,512.93
Gain / (Loss)	**$ 4,998.76**	**$ 4,520.47**	**$ 5,410.71**	**$ 5,410.71**
Harbor of Refuge				
Revenue	$ 28,743.25	$ 33,603.75	$ 41,916.38	$ 41,916.38
Expenses	$ 6,597.48	$ 11,831.19	$ 6,860.18	$ 6,860.18
Gain / (Loss)	**$ 22,145.77**	**$ 21,772.56**	**$ 35,056.20**	**$ 35,056.20**
Nautical Landings				
Revenue	$ 12,503.96	$ 13,272.73	$ 13,091.90	$ 13,091.90
Expenses	$ 5,326.64	$ 8,614.70	$ 3,257.35	$ 3,257.35
Gain / (Loss)	**$ 7,177.32**	**$ 4,658.03**	**$ 9,834.55**	**$ 9,834.55**
Smith Harbor				
Revenue	$ 1,600.00	$ 1,600.00	$ 1,600.00	$ 1,600.00
Expenses	$ 345.54	$ 541.83	$ 315.80	$ 315.80
Gain / (Loss)	**$ 1,254.46**	**$ 1,058.17**	**$ 1,284.20**	**$ 1,284.20**
Total Gain / (Loss)	**$ 35,576.31**	**$ 32,009.23**	**$ 51,585.67**	**$ 51,585.67**

Cash Profit and Loss Statement

	August	September	October	FYTD
City Harbor				
Dock Lease	$ 7,012.14	$ 6,835.14	$ 6,923.64	$ 6,923.64
Oyster Tarrifs			$ -	$ -
Total City Harbor	**$ 7,012.14**	**$ 6,835.14**	**$ 6,923.64**	**$ 6,923.64**
Harbor of Refuge				
Tarrifs				
Oil		$ 8,501.68	$ 3,177.49	$ 3,177.49
Fertilizer	$ 4,841.18		$ 14,236.82	$ 14,236.82
Oyster			$ -	$ -
Rentals				
Daily Dock Rental		$ 1,200.00	$ 600.00	$ 600.00
Dock Rentals	$ 1,432.02	$ 1,432.02	$ 1,432.02	$ 1,432.02
Dock Leases	$ 22,470.05	$ 22,470.05	$ 22,470.05	$ 22,470.05
Total Harbor of Refuge	**$ 28,743.25**	**$ 33,603.75**	**$ 41,916.38**	**$ 41,916.38**
Nautical Landings				
Dock Rent		$ 352.80	$ -	$ -
Dock Lease	$ 6,618.80	$ 7,408.00	$ 7,006.10	$ 7,006.10
Building Lease	$ 5,885.16	$ 5,511.93	$ 6,010.80	$ 6,010.80
Building Rentals			$ 75.00	$ 75.00
Washer-Dryer			$ -	$ -
Miscellaneous			$ -	$ -
Total Nautical Landings	**$ 12,503.96**	**$ 13,272.73**	**$ 13,091.90**	**$ 13,091.90**
Smith Harbor				
Dock Rentals	$ 1,600.00	$ 1,600.00	$ 1,600.00	$ 1,600.00
Total Smith Harbor	**$ 1,600.00**	**$ 1,600.00**	**$ 1,600.00**	**$ 1,600.00**
Interest Income	**$ 24.88**	**$ 22.55**	**$ 22.97**	**$ 22.97**
Total Income	**$ 49,884.23**	**$ 55,334.17**	**$ 63,554.89**	**$ 63,554.89**

Cash Profit and Loss Statement

	August	September	October	FYTD
City Harbor				
Overhead Allocation	$ 1,514.38	$ 2,314.67	$ 1,512.93	$ 1,512.93
R&M Building			$ -	$ -
Contracted Services	$ 499.00		$ -	$ -
Total City Harbor	**$ 2,013.38**	**$ 2,314.67**	**$ 1,512.93**	**$ 1,512.93**
Harbor of Refuge				
Overhead Allocation	$ 6,207.54	$ 11,379.64	$ 6,860.18	$ 6,860.18
Electricity	$ 389.94	$ 451.55		$ -
R&M Infrastructure			$ -	$ -
Contracted Services			$ -	$ -
Total Harbor of Refuge	**$ 6,597.48**	**$ 11,831.19**	**$ 6,860.18**	**$ 6,860.18**
Nautical Landings				
Overhead Allocation	$ 2,700.42	$ 4,494.70	$ 2,538.46	$ 2,538.46
Cable & Internet		$ 119.49	$ 119.49	$ 119.49
R&M Building	$ 150.00	$ 317.97	$ -	$ -
Cleaning & Janitorial	$ 531.22	$ 1,013.09	$ 171.72	$ 171.72
Lighting & Decoration			$ -	$ -
Contracted Services	$ 253.70	$ 446.03	$ -	$ -
Windstorm Insurance			$ -	$ -
Flood Insurance			$ -	$ -
Electricity	$ 1,359.54	$ 1,642.62	$ -	$ -
Telephone	$ 142.21	$ 180.86	$ 143.62	$ 143.62
Water	$ 189.55	$ 399.94	$ 284.06	$ 284.06
R&M Improvement OTB				$ -
Total Nautical Landings	**$ 5,326.64**	**$ 8,614.70**	**$ 3,257.35**	**$ 3,257.35**
Smith Harbor				
Overhead Allocation	$ 345.54	$ 541.83	$ 315.80	$ 315.80
Contracted Services				$ -
Total Smith Harbor	**$ 345.54**	**$ 541.83**	**$ 315.80**	**$ 315.80**
Total Expenses	**$ 14,283.04**	**$ 23,302.39**	**$ 11,946.25**	**$ 11,946.25**
Operating Cash Flow	**$ 35,601.19**	**$ 32,031.78**	**$ 51,608.64**	**$ 51,608.64**
CE - Buildings				$ -
CE - Infrastructure	$ 16,953.86	$ 18,298.00	$ 18,298.00	$ 18,298.00
Dredging				$ -
Net Cash Flow	**$ 18,647.33**	**$ 13,733.78**	**$ 33,310.64**	**$ 33,310.64**

CITY OF PORT LAVACA, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2020

	Business-type Activities - Enterprise Funds			
	Public Utility	Port Revenue	Beach Operating	Total
ASSETS				
Current assets				
Cash and cash equivalents	$ 5,274,363	$ 1,519,812	$ 500,429	$ 7,294,604
Receivables (net)	972,458	62,967	451	1,035,876
Due from other governments	23,259	120,000	-	143,259
Prepaid items	10,085	5,449	1,835	17,369
Inventory	30,861	-	-	30,861
Total current assets	6,311,026	1,708,228	502,715	8,521,969
Noncurrent assets				
Capital assets				
Land and other assets not being depreciated	1,013,312	4,258,969	564,750	5,837,031
Assets being depreciated (net)	17,882,799	3,034,247	1,130,893	22,047,939
Net noncurrent assets	18,896,111	7,293,216	1,695,643	27,884,970
Total assets	25,207,137	9,001,444	2,198,358	36,406,939
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflow related to OPEB	5,647	-	-	5,647
Deferred amount on refunding	86,317	-	-	86,317
Total deferred outflows of resources	91,964	-	-	91,964
LIABILITIES				
Current liabilities				
Accounts payable	833,816	113,601	146,849	1,094,266
Payroll related liabilities	34,163	2,111	-	36,274
Accrued interest payable	4,101	11,837	-	15,938
Due to other governments	8,330	-	-	8,330
Accrued compensated absences	3,163	1,182	-	4,345
Unearned revenue	75,643	4,375	-	80,018
Customer deposits	207,809	400	900	209,109
Current portion of noncurrent liabilities				
Bonds and certificates	770,000	170,000	-	940,000
Total current liabilities	1,937,025	303,506	147,749	2,388,280
Long-term liabilities, net of current portion				
Accrued compensated absences	6,423	2,399	-	8,822
Net pension liability	37,163	-	-	37,163
OPEB liability	30,319	-	-	30,319
Bonds and certificates (net of unamortized deferred amounts)	980,000	2,194,717	-	3,174,717
Total long-term liabilities	1,053,905	2,197,116	-	3,251,021
Total liabilities	2,990,930	2,500,622	147,749	5,639,301
DEFERRED INFLOWS OF RESOURCES				
Deferred inflow related to pension	19,627	-	-	19,627
Deferred inflow related to OPEB	2,184	-	-	2,184
Total deferred inflows of resources	21,811	-	-	21,811
NET POSITION				
Net investment in capital assets	17,232,428	4,928,499	1,695,643	23,856,570
Unrestricted	5,053,932	1,572,323	354,966	6,981,221
Total net position	$ 22,286,360	$ 6,500,822	$ 2,050,609	$ 30,837,791

The accompanying notes are an integral part of this statement.

CITY OF PORT LAVACA, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the year ended September 30, 2020

	Business-type Activities - Enterprise Funds			
	Public Utility	Port Revenue	Beach Operating	Total
OPERATING REVENUES				
Charges for services				
Water sales	$ 2,336,799	$ -	$ -	$ 2,336,799
Sewer services	1,889,516	-	-	1,889,516
Waste collection	798,830	-	-	798,830
Tap and service fees	337,535	-	-	337,535
Gate fees	-	-	37,070	37,070
Leases and rentals	-	472,966	232,186	705,152
Port tariffs	-	104,277	-	104,277
Miscellaneous	267,165	2,100	3,532	272,797
Total operating revenues	5,629,845	579,343	272,788	6,481,976
OPERATING EXPENSES				
Personnel services	637,155	87,213	6,839	731,207
Materials and supplies	54,789	5,209	6,553	66,551
Services	1,515,424	132,466	77,305	1,725,195
Water purchases	1,115,532	-	-	1,115,532
Maintenance and repairs	486,413	45,921	15,182	547,516
Depreciation and amortization	653,988	187,980	75,701	917,669
Miscellaneous	54,603	-	2,063	56,666
Total operating expenses	4,517,904	458,789	183,643	5,160,336
Operating income (loss)	1,111,941	120,554	89,145	1,321,640
NONOPERATING REVENUES (EXPENSES)				
Gain (loss) on sale of capital assets	-	-	(5,633)	(5,633)
Investment income	58,412	19,258	7,905	85,575
Interest and fiscal charges	(37,142)	(96,348)	-	(133,490)
Net nonoperating revenues	21,270	(77,090)	2,272	(53,548)
Income before capital contributions and transfers	1,133,211	43,464	91,417	1,268,092
Capital grants and contributions	68,352	406,151	-	474,503
Transfers out	(244,130)	(28,932)	(6,982)	(280,044)
Change in net position	957,433	420,683	84,435	1,462,551
Total net position at beginning of year, as restated	21,328,927	6,080,139	1,966,174	29,375,240
Total net position at end of year	$ 22,286,360	$ 6,500,822	$ 2,050,609	$ 30,837,791

The accompanying notes are an integral part of this statement.

CITY OF PORT LAVACA, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the year ended September 30, 2020

	Business-type Activities - Enterprise Funds			
	Public Utility	Port Revenue	Beach Operating	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from customers	$ 5,522,114	$ 676,864	$ 272,787	$ 6,471,765
Cash payments to suppliers for goods and services	(3,453,828)	(325,738)	(29,073)	(3,808,639)
Cash payments to employees for services	(675,790)	(85,499)	(6,839)	(768,128)
Net cash provided (used) by operating activities	1,392,496	265,627	236,875	1,894,998
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers to other funds	(244,130)	(28,932)	(6,982)	(280,044)
Net cash provided (used) by noncapital financing activities	(244,130)	(28,932)	(6,982)	(280,044)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:				
Acquisition of capital assets	(1,698,728)	(1,047,598)	(689,397)	(3,435,723)
Receipts from capital grants and contributions	246,990	1,469,452	-	1,716,442
Principal paid on capital debt	(760,000)	(160,000)	-	(920,000)
Interest paid on capital debt	(38,679)	(97,588)	-	(136,267)
Net cash provided (used) by capital financing activities	(2,250,417)	164,266	(689,397)	(2,775,548)
CASH FLOWS FROM INVESTING ACTIVITIES:				
Investment income	58,412	19,258	7,905	85,575
Net cash provided (used) by investing activities	58,412	19,258	7,905	85,575
Net increase (decrease) in cash and cash equivalents	(1,043,639)	420,219	(451,599)	(1,075,019)
Cash and cash equivalents at beginning of year	6,318,002	1,099,593	952,028	8,369,623
Cash and cash equivalents at end of year	$ 5,274,363	$ 1,519,812	$ 500,429	$ 7,294,604

CITY OF PORT LAVACA, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the year ended September 30, 2020

	Business-type Activities - Enterprise Funds			
	Public Utility	Port Revenue	Beach Operating	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:				
Operating income	$ 1,111,941	$ 120,554	$ 89,145	$ 1,321,640
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	653,988	187,980	75,701	917,669
Change in assets and liabilities:				
(Increase) decrease in accounts receivable	(157,158)	107,810	-	(49,348)
(Increase) decrease in prepaid expense	1,195	843	236	2,274
(Increase) decrease in inventory	(8,819)	-	-	(8,819)
(Increase) decrease in deferred outflow related to pension	77,320	-	-	77,320
(Increase) decrease in deferred outflow related to OPEB	(3,370)	-	-	(3,370)
Increase (decrease) in accounts and other payables	(223,128)	(142,985)	71,793	(294,320)
Increase (decrease) in payroll related liabilities	2,939	(261)	-	2,678
Increase (decrease) in due to other governments	3,685	-	-	3,685
Increase (decrease) in compensated absences	(4,264)	1,975	-	(2,289)
Increase (decrease) in net pension liability	(117,004)	-	-	(117,004)
Increase (decrease) in OPEB liability	111	-	-	111
Increase (decrease) in unearned revenue	59,563	(9,639)	-	49,924
Increase (decrease) in customer deposits	(10,135)	(650)	-	(10,785)
Increase (decrease) in deferred inflow related to pension	5,060	-	-	5,060
Increase (decrease) in deferred inflow related to OPEB	572	-	-	572
Net cash provided (used) by operating activities	$ 1,392,496	$ 265,627	$ 236,875	$ 1,894,998

The accompanying notes are an integral part of this statement.

COMMUNICATION

SUBJECT: REVIEW / CONSIDER submitted proposal(s) for ground leases of Tract 3 and Tract 11 at the Harbor of Refuge.

INFORMATION:

ENCORE
DREDGING PARTNERS

December 2, 2021

Subject: City of Port Lavaca RFP for Tract 3 and Tract 11 Due December 2, 2021

City Manager's Office
202 N. Virginia St.
Port Lavaca, TX 77979

Dear City Manager,

Pursuant to the Request for Proposal for Ground Leases 1) Harbor of Refuge Tract 3, and 2) Harbor of Refuge Tract 11, Encore Dredging Partners is pleased to submit a proposal for Tract 3.

Encore Dredging Partners (EDP) is a dredging company, formed in December of 2020 and immediately purchased an existing dredging company named Inland Dredging Company, LLC that had been in business for over 24 years with an excellent history of successful operations, primarily in the rivers and lakes of southeastern United States. In addition, in April 2021, EDP purchased the dredging assets of RLB Contracting and formed a Coastal Division of EDP headquartered in Port Lavaca and has rented office space at 225 N. Virginia St., Port Lavaca, Texas. The primary point of contact at the Port Lavaca office is Mark Slider. His contact details are:

Name:	Mark Slider
Address:	225 N. Virgina St., Suite 2, Port Lavaca, TX 77979
Phone :	361-551-6031

The team in Port Lavaca is comprised of personnel with long-term dredging experience at both Orion Marine Construction and RLB Contracting. In short order, the team has won and been awarded three (3) major contracts with the United States Army Corps of Engineers and are now executing these projects.

Approach and Scope

Given that the Coastal Division of Encore Dredging Partners was just founded in April of 2021, the Coastal Division would like to make Port Lavaca it's long-term home here in Texas. Tract 3 offers enough space for the development of an office building, workshop, and warehouse such that this space could be our long-term home. However, for this development to take place, Encore will need to enter into discussions and planning with the City of Port Lavaca for a long-term agreement such that Encore could make this type of investment. If we are successful in negotiating with the City of Port Lavaca in regards to this development, then ultimately there would be a normal workforce of approximately 20 to 30 personnel working at this facility. In regards to timing of these improvements, Encore would like these improvements to occur within three (3) years.

The Coastal Division of Encore has a sister division named the Rivers and Lakes Division that is based out of Dyersberg, Tennessee. This division of EDP utilizes a facility north of Mobile, Alabama at David Lake. This facility is 40 acres in size and has office space, multiple warehouses, as well as significant bulkhead space and a drydock facility for lifting dredges and boats for repairs. This facility has been leased for years with no issues.

Proposed Rent and Term

Encore proposes the following terms for the renting of Tract 3, given its current state of development:

Rent:	$1,500 per month
Term:	5 years
Dock Space:	$3.30/LF

Encore realizes that this falls short of the requested rental amount in the RFP. However, Encore does wish to confirm that we would like to negotiate the long-term development of Tract 3 into a much more valuable asset to the City and to Encore. In addition, Encore wishes for the City to confirm that in the event that the City receives written objection from the public to the priority usage of the dockspace that the following is observed:

1. All nuisance or torturous interference objections are thrown out as a matter of good business practice,
2. Encore be give a minimum of 60 days to resolve any objection or complaint, and
3. If the objection or complaint cannot be resolved that Encore be given a minimum of 30 days to remove any vessels or barges from the Harbor of Refuge before the $200/day /barge rate be implemented.

References

1. OBFaulkner, Wade Faulkner, 210-860-8423
2. David Lake Facility, James E. Mohead, 731-676-8601

Financial Capacity

A Financial Statement will be provided separately as requested.

Agreement

Please find attached the Standard Ground Lease Agreement with requested modifications.

Sincerely,
Encore Dredging Partners

Mark Slider
President, Coastal Division

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of _____ (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 _____ (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 Tract(s) consisting of _____ 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 1st of any given year and ending September 30th of the following year.

"Force Majeure" shall mean acts of God;

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

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

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

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

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

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

"Permitted Use" shall mean the operation ofTenant's business, _____. use of the transportation infrastructure access via the right-of-way to City's general cargo dock, the storage of equipment and use of any agreed upon railroad right-of-ways, and including blending, mixing, storage, and related handling of such materials and components in both bulk and non-bulk forms, and including use of the transportation infrastructure access to any other easements, privately owned or leased docks or terminals, or public highways.

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

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

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

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

Article 2. Leased Premises.

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

Section 2.02. Right-of-Ways. Both parties acknowledge that this document gives a nonexclusive right to the railroad right of way located on City property.

Article 3. Term.

Section 3.01. This lease is for a term of year(s) commencing on the first day of . Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in 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 ofthe 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 USED BY TENANT, 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 per month, beginning and on the first (1st) day of each month thereafter during the term of this Lease Rent shall be adjusted on October 1st each year by the greater of five percent (5%) or pursuant to the annual increase of the Municipal Cost Index as of the latest date it was published prior to October 1st City may give a courtesy notice of any increase annually; however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. Rent shall be prorated for any partial month.

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 1oth 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 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. 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. 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. To the extent of the risks and liabilities expressly assumed herein by Tenant, 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. To the extent of the risks and liabilities expressly assumed herein by Tenant, The coverage shall also provide for a waiver of all rights of subrogation.

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

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED,, AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, s 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~~ CLAIMS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

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

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

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

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

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

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

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

Article 14. Condemnation.

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

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

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

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

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

Article 16. Default.

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

(a) The failure of Tenant to pay any amount due under this Lease on or before the 10th day of the month.

(b) The failure by a Tenant to perform, comply with or observe any other agreement, obligation or undertaking of such Tenant, and the continuance of such failure for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying such failure, except that if cure is not reasonably possible within such thirty (30) day period, Tenant shall not be in default if it promptly commences cure within such period and thereafter diligently pursues cure until completion;

(c) The filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, or seeking any relief under the federal Bankruptcy Code or any similar debtor relief laws; or

(d) Use of the Leased Premises by Tenant or its successors or assigns for any purpose other than a Permitted Use, as defined in Article 1, and Tenant's failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

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

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

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

Article 17. Right of Reentry.

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

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

Article 18. Miscellaneous.

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

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

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

Section 18.04. Estoppel Certificates. From time to time at the request of City, Tenant will promptly and without compensation or consideration execute, have acknowledged and deliver a certificate stating (a) the rights (if any) ofTenant 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:

_____

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 afForce 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

By:_____
Name: _____
Title: _____

PERSONAL GUARANTY OF LEASE
(JOINT AND SEVERAL)

In consideration of and as an inducement to landlord to enter into that certain lease dated _____ ("lease") between Cityof Port Lavaca ("Landlord") and _____ ("tenant") in reliance on this guaranty, _____ ("guarantors"), jointly and severally unconditionally guarantee the due and punctual payment of all rent, both basic and additional, if any (as defined in the lease), and all other amounts due (including interest and penalties) and to be paid by tenant pursuant to the lease and the performance by tenant of all the terms, conditions, covenants, and agreements of the lease, and guarantors jointly and severally agree to pay all of landlord's costs, expenses, and reasonable attorney's fees incurred in enforcing the covenants and agreements of tenant in the lease or incurred by landlord in enforcing this guaranty.

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

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

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

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

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

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

Guarantors have caused this agreement to be executed _____

_____

Guarantor

T.W. LAQUAY MARINE, LLC

To whom it may concern:

Thank you for giving T. W. LaQuay Marine, LLC. an opportunity to tell you what we are using the property at the Harbor of Refuge for, as well as our plans for the future.

We leased this property in 2020. When we acquired the lease, the property had been unused for a long time. The electrical that was located at the dock had been stripped and all the copper stolen out of the wiring. We spent over $10,000.00 to have this repaired. We then undertook the cleanup of the area. The area was unmowed, and apparently had become a dumping facility for the entire area. We removed trailer loads of trash and garbage and hauled it to the dump at our expense. The entire peninsula area was impassable. It had years of scrap trees, and scrubs grown up. We cleared the area and shaped it to the best of our ability. We spoke several times to members of the commission as well as the city, with our serious concern of the erosion that has taken place over many years on the bay side of this peninsula. This Harbor was constructed as a "safe harbor" in case of storms, or hurricanes. If this peninsula is ever breached the harbor will no longer be a shelter. We have offered to some of the city employees if they would bring their concrete rubble, or extra dirt, that we would, in exchange for some credit on our monthly lease, spread and place the materials on the bay side to try to help stabilize the remaining land. It appears from old maps we have, and have furnished to you, that you have lost half of this property. There was no access to the peninsula in the form of a road. There are no utilities there. What we have, and will use it for, is to do repairs to our equipment, and also to pull out dredge pipe, weld up dredge pipe, and repair lines as we need to.

Our Company expects to be operating for a very long time going forward. We are a home grown industry, and the third Company that our family has chosen to base in Calhoun County. We have been here creating jobs when other companies were not around. We are a Woman-Owned Hub Zone Contractor. We normally employ approximately 60 people, but each additional piece of equipment we acquire raises that number. We always hire locally. We contribute to the local economy in many ways, including but not limited to charities, purchasing locally when we can, we participate in the County Fair Auction and have been for many, many years, when these out of town companies, do not. We are a Dredging and Marine Construction Company. We must have a dock and water access. The lease of this dock is vital to our existence. We are the ONLY small, woman owned family Dredging Company located in the State of Texas. Our payroll normally injects over $4,000,000.00 per year.

This has been a very hard 12-18 months, not just for us, but also for everyone else. We have had issues that other companies have not, but some have had worse than us. We expect going forward to be good

MAIN OFFICE P.O. BOX 24 / 24 FISHER RD
PORT LAVACA, TEXAS 77979
(361) 552-2010 – OFFICE
(361) 552-1534 – FAX

YARD 1800 S VIRGINIA
PORT LAVACA, TEXAS 77979

DOCK 2110 S. VIRGINIA
PORT LAVACA, TEXAS 77979

things for us and our employees, as well as the City and the Port. We expect to have our lease paid up thru the end of the current year as soon as possible, and be able to pay the next year in full.

If this lease is not renewed, then our Company will be forced to move from Calhoun County, for the first time since 1940. There are not many family businesses that have stayed in this area for this long.

We have been good stewards of this property. We have had compliments from many who have remarked what a good job we have done cleaning up and maintaining. We believe we contribute greatly to the County and the City. We would certainly hate to have to leave.

I appreciate your time in looking at this information. I have photos of the areas before we leased and after we have been improving it if anyone would like to review. As I said, we are pleased to offer again to work with your employees to help address the erosion issue.

Yours truly,

T. W. LaQuay Marine, LLC.



Linda LaQuay

C.E.O.

T. W. LaQuay

We propose to lease the following Harbor of Refuge tracts for a term of five years.

Harbor of Refuge Tract 3 (4.30 acres) for $10,000.00 per month.

Harbor of Refuge Tract 11 (17.6 +/- acres) for $2,500.00 per month.

These leased areas will be used for operations of a dredging company.

References are as follows;

Raymond Butler

713-882-9750

Mickey Sappington

361-550-2322

Johnny Rozsypal

281-8094-5892