



REGULAR PORT COMMISSION MEETING

Tuesday, January 16, 2024 at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the Port Commission of the City of Port Lavaca, Texas, will hold a meeting TUESDAY, JANUARY 16, 2024 beginning at 10:00 a.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

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

Join Zoom

Meeting: <https://us02web.zoom.us/j/83041236264?pwd=WWR4endLSXdlQzJQN2JZdnZwUDZZdz09>

Meeting ID: 830 4123 6264

Passcode: 067416

One Tap Mobile

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

Dial by your location

+1 346 248 7799 US (Houston)

CALL TO ORDER

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

CONSENT AGENDA

1. APPROVAL OF MINUTES
 - a) MINUTES OF DECEMBER 19, 2023 - REGULAR MEETING
2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

REPORTS

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

6. RECEIVE HARBOR MASTER'S OPERATIONS, PROMOTION/DEVELOPMENT ACTIVITY REPORT
 - a) City Harbor
 - b) Nautical Landings Building
 - c) Nautical Landings Marina
 - d) Smith Harbor
 - e) Harbor of Refuge

ACTION ITEMS: LEASES

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

COMMENTS

9. COMMENTS FROM COMMISSIONERS.

ADJOURNMENT**CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a regular meeting of The Port Commission of The City of Port Lavaca, scheduled for **Tuesday, January 16, 2024**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **3:00 p.m. Friday, January 12, 2024**.

/s/ Rachel Garza .

Rachel Garza, *Administrative Assistant*

ADA NOTICE

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

COMMUNICATION

SUBJECT: APPROVAL OF MINUTES

INFORMATION:

a) MINUTES OF DECEMBER 19, 2023 - REGULAR MEETING



REGULAR PORT COMMISSION MEETING

Tuesday, December 19, 2023, at 10:00 AM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

MINUTES

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

On this the 19TH day of December 2023, the Port Commission of the City of Port Lavaca, Texas, convened in regular session at 10:02 a.m. in the regular meeting place in City Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

ROLL CALL:

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

And with the following Commissioner absent:

Sue Traylor	Commissioner
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1. APPROVAL OF MINUTES

a) MINUTES OF NOVEMBER 21, 2023 - REGULAR MEETING

Motion made by Commissioner McGuire

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

THAT, the Regular Minutes of the Port Commission regular meeting held on December 19th, 2023, are hereby approved.

Seconded by Commissioner Butler.

Motion passed by the following vote:

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

Voting Nay: None

2. RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

Motion made by Commissioner McGuire

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

THAT, the Harbor Master’s November 2023 Inspection Report of the Port Commission regular meeting held on December 19th, 2023, are hereby approved.

Seconded by Commissioner Butler.

Motion passed by the following vote:

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

Voting Nay: None

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

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

A copy of these reports, in their entirety, can be found in the Port Commission's meeting packet dated December 19th, 2023.

Agenda item discussed.

No action was taken.

4. RECEIVE STATUS REPORTS

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

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

From: Robin Kolton, TPWD

Please send me the updates and I will submit them to FWS.

1. How will the pilings be driven and what is their diameter? If you do not have this info at this time, let me know.
2. Determination of Effects:
 - a. Why is the manatee unlikely to be found with the project site?
 - b. I would agree that some sea turtles may be affected by the project, so a may affect, not likely to adversely affect call may be warranted, but that call may not be necessary for each turtle species. Again, a discussion for each turtle regarding it's habitat preferences like you did for each of the other species is needed to determine what call to make for each. If we do end up with a may affect not likely call, we will have to get concurrence from NOAA.
 - c. In section B. the BMPs provided are good for the FWS species, but NOAA Fisheries' BMPs for sea turtles may also be needed, depending on the diameter of the pilings and how they are driven.

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

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

After some informal meetings with TPWL, it appears we can realistically consider placing the breakwater as originally proposed, but there will be a requirement for reef relocation (which can be performed by Mott McDonald's subcontractor Triton and can be done immediately before construction). There will be a requirement for mitigation; M/M doesn't anticipate having to construct any additional features. However, we will be required to prepare a mitigation plan and there will be monitoring required for some period of time. These items may extend the schedule of permitting, but (hopefully) not extensively. Note that these conclusions are based on feedback from only one agency, but the one who is likely to have the largest concern with impacts to the oysters. There will be other concerns from other agencies. For example, there is a pending listing of the Green Sea Turtle as Endangered, and NMFS and USACE are very cautious around the topic and are requiring consultation with NMFS on the topic for many projects where we would never have seen that in the past. That will require preparation of an Environmental and Biological Assessment, which is more than we would typically anticipate for this project in this location. That will all get clarity as we move into JEM meeting and permitting, coming early next year.

NOTE: If we take the path to place the breakwater in the originally proposed breakwater location to better protect Fisher Harbor, we will need to relocate the reef which will require a mitigation and monitoring plan and will require a commitment to monitor oysters in the project area for a minimum of 5 years after construction. This is outside the current grant budget estimate. Mott McDonald is getting me a cost estimate to be prepared for the anticipated monitoring and reporting efforts. This monitoring and other item associated with the mitigation are outside the scope of the original grant and will require additional funding.

Our primary objective is to satisfy GLO's goals and objectives which led them to award the grant for this project in the first place. I have asked Joshua to discuss this with Joshua Oyer of GLO. If the additional protection of Fisher Harbor is something that is important enough to GLO to advocate for the relocation of the oysters, then I would think they would provide some additional funding. If this is not a key objective for them and the city would need to pay the additional cost, then we need to carefully take that into consideration. Once we have a bit more information about this, we can set up a meeting with M/M's sub-Triton for more details.

Next step is finalizing our permit plans and permit documents (underway now) and presenting at a JEM meeting. Then, if JEM does not raise unexpected issues, submitting the permit application, likely in late January.

c) Restore Project - Presenter Jody Weaver

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

From: Samantha Litchke

The contract is at its last stop before final signature and execution. Before signature can you please verify the correct TIN for me? The contract file that you signed; I believe the TIN is incorrect (see image below). I have on the original application for the project the TIN is 74-6001927. Once this is resolved and I have clarified the correct TIN it will be moved on to sign.

Texas Commission on Environmental Quality Subgrant Reimbursement Contract	
Contract Name:	City of Port Lavaca Shoreline Clean-up
Contract Number:	582.23-42179
Performing Party Identification Number:	3-455455455
Maximum Authorized Reimbursement:	\$500,000.00 (Not to Exceed Amount)

I am checking in on this contract daily so please feel free to check in with me at any time. Once the project is underway, I will have a larger hand in day-to-day matters and am looking forward to working with you and being as proficient as possible.

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

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

As reported at the last Port Commission meeting, the City Council has awarded the culvert replacement project to Lester CONTINGENT upon Helena agreeing to pay all costs in excess of the \$300,000 that Council has budgeted for the project.

To date, an agreement with Helena has not been reached. Lester has agreed to hold the price as long as their suppliers do, which should be at least through January.

On a parallel track, we have made an application to utilize CDBG-MIT funds to construct this repair. If approved, we will engage Mott McDonald to prepare, design and contract documents to bid the project out hopefully sometime in 2024.

5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

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

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

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

There is no information to report. We do not expect to hear anything back until March 2024.

b) Status report regarding GLO CEPRA grant applications - Presenter Jody Weaver

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

As you recall, we made an application earlier this year for CEPRA grant funding for Engineering for the Shoreline protection projects at the Harbor of Refuge - west side of the channel at the edge of the former landfill, the east side of the peninsula, and the shoreline south of the north/south channel.

We learned recently that we have been awarded this grant. CEPRA funding is \$412,800 and our match is \$275,200.

\$200,000 of which we are getting from the Matagorda Bay Mitigation Trust.

We have also been awarded a grant for an engineering study of the Lighthouse Beach area as well. \$75,000 from CEPRA and \$50,000 match.

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

A) City Harbor

- 1) February 28, 2024, Prestige Oysters will need a new lease. They are also interested in track 9 & 9A.

B) Nautical Landings Building

- 1) December 5, 2023 – Barefoot Construction commenced work.

C) Nautical Landings Marina

- 1) Abandon boat – no updates
- 2) Horizon Environmental has been onsite 14 times since the last PC meeting.

D) Smith Harbor

- 1) Jody Weaver submitted application to Matagorda Bay Mitigation Trust October 16, 2023.

E) Harbor of Refuge

- 1) December 8, 2023, CEPRA Grant was approved.
- 2) LCI has been hauling fill material & stockpiling.
- 3) Encore Dredging cleaning moving equipment to track 11.
- 4) December 11, 2023, City Council voted to wait for grant funds for RR drain culvert replacement.
- 5) Spoke to Hendry Schorr with Manson Dredging sent demand letter October 11, 2023 about dredge pipe.
- 6) Aerial spraying – No updates

ACTION ITEMS: NEW BUSINESS

**7. DISCUSS NEW LEASE AGREEMENT FOR ALLIED UNIVERSAL - PRESENTER
JODY WEAVER**

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

Proposed New Rent as of 3/1/2024 - \$710.00 (\$2.22/sf)

Rent:	\$40.00 (\$1.25/sf)
Trash Service:	\$30.00
Janitorial	\$110.00
Subtotal Rent	\$540.00
Water / Sewer	\$30.00
Elect	\$140.00 (\$0.44/sf)
Total	\$710.00 (\$2.22/sf)

Motion made by Commissioner Nichols

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

THAT, Chairman Davila, makes recommendation to accept the new rental rate for Allied Universal.

Seconded by Commissioner Butler.

Motion passed by the following vote:

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

Voting Nay: None

Motion carries.

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

Interim City Manager Weaver was not in attendance; however, addressed Port Commission via memo:

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

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

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

COMMENTS

9. COMMENTS FROM COMMISSIONERS.

Agenda item discussed.

No action necessary.

ADJOURNMENT

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner Butler seconded this motion.

Motion passed by the following vote:

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

Voting Nay: None

The meeting was adjourned at 10:49 a.m.

These minutes were approved on January 16, 2024.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin Assist.

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

INFORMATION:

Port Lavaca Port Commission Monthly Inspection

Month: 16 JANUARY 2024 Location: City Harbor

1. Fueling Area

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. CLEAN UP

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

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

9. Cleats & Kevels

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

10. Gates & Locks

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

11. Railing

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

12. Cement Slab

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

13. Bulkhead

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

Harbor Master: _____

Port Lavaca Port Commission Monthly Building Inspection

Month: 16 JANUARY 2024 Location: NLB

1. Building Maintenance:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

5 December 2023 Barefoot Construction commenced work

Repair flat roof over day room and some metal roof repair, replace soffit & siding completed 15 December 2023.

9 January 2024 Wendt Services relaced the weather head and riser on the electric service south end of building.

2. Decking:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

3. Flooring:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

4. Windows:

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

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

7. HVAC

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

8. Roof:

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

9. Parking:

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

10. Fire Extinguishers:

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

11. Hand Railing:

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

12. Stairs & Steps

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

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 16 JANUARY 2024 Location: NLM / Smith Harbor

1. Sunk Boats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

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

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

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

9. Cleats & Keels

Condition: Satisfactory Unsatisfactory Not Applicable

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

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Dredging

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Comment

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 16 JANUARY 2024 Location: Harbor of Refuge

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Rail spur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Environmental

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. PERMIT

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

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

9. Cleats & Keels

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

10. Gates & Locks

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

11. Mulch

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

12. Cement Cap

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

13. Bulkhead

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

14. CLEAN UP

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

Harbor Master: _____

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

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

HELENA CHEMICAL

0.79

Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	BARGE ONLY	RAIL ONLY	TOTAL TARIFF AMOUNT PAID @ \$0.79 PER TON
11/1/2023	ACH PMT	HELENA CHEMICAL	4199.908	0	10/2023	4,199.908	\$3,317.93	\$0.00	\$3,317.93
12/13/2023	ACH PMT	HELENA CHEMICAL	11897.681	0	11/2023	9,399.170	\$9,399.17	\$0.00	\$9,399.17
12/27/2023	ACH PMT	HELENA CHEMICAL	9736.646		12/2023	7,691.950	\$7,691.95	\$0.00	\$7,691.95
	ACH PMT	HELENA CHEMICAL			01/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			02/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			03/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			04/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			05/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			06/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			07/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			08/2024		\$0.00	\$0.00	\$0.00
	ACH PMT	HELENA CHEMICAL			09/2024				
TOTAL			25834.235	0					
FY 2023-2024 - TOTAL							\$20,409.05	\$0.00	\$20,409.05

** Payment cleared our bank account in January 2024

99-1810-00
MONTHLY RAIL FEE

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



MONTHLY TARIFF REPORT

DATE: 12/20/23

REPORTING PERIOD: December 2023
(MONTH) (YEAR)

COMPANY NAME: Helena Agri-Enterprises, LLC

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

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

<u>9736.646</u> Tons	Tons of Fertilizer BARGE / RAIL	<u>DRY OR LIQUID</u> (Name of Product)	@ 0.79¢ per ton
<u>0</u> Tons	Barrels of Crude Oil	<u>CRUDE CONDENSATE</u> (Name of Product)	@ 0.125¢ per barrel

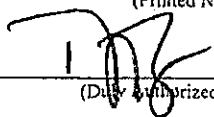
Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 7,691.95 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 20th day of December, 2023

Terminal Manager
(Title)

Trey Franz
(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

BARGE SURVEY

Published: 11/20/23

Item #3.

Vessel ID:	LTD11146 ✓	Commodity:	UREA	Empty Survey D/T:		Complete Date:	11/19/2023
Wet Dry:	DRY	Equipment Type:	RAKE	Loaded Survey D/T:		Release Date:	11/19/23 10:20
Vessel Type:	BARGE	Order No.:	36600438	Placement Date:	11/18/23 7:00	Origin City:	Donaldsonville
Voyage ID:	11118	Surveyor ID:		Start Date:	11/19/23 3:59	Origin State:	LA

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

Order Information			
Order No:	36600438	Cust PO No:	594880019
Cust/Bill To:	100292	CHS INC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

Freeboard		
	Empty	Loaded
Fwd/Bow Port:	11'-2.000"	4'-5.000"
Fwd/Bow Star:	11'-1.500"	4'-5.750"
Mid Port:	11'-4.750"	4'-5.000"
Mid Star:	11'-4.250"	4'-5.000"
Aft/Stern Port:	11'-9.250"	4'-3.750"
Aft/Stern Star:	11'-9.000"	4'-5.500"
Mean Freeboard:	11'-5.120"	4'-5.000"
Mean Draft:	1'-6.870"	8'-7.000"
Water Density:	0.999	0.9990
Net Tons:	15.006	1,461.204
Tons Corrected for Density:		1,446.198 ✓

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

Barge Survey

Published: 11/20/23 10:19:02



DRAFT SURVEY BY DISPLACEMENT

ACBL 3441 B ✓

Barge Type : **BOX**

Depth =	13.000 ft	Length of Box =	200.000 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9965 (LIGHT Condition)		
Spec Grv =	0.9960 (LOADED Condition)		

LIGHT FREEBOARDS

LOADED FREEBOARDS

Fwd Port =	11 ft	3.750 in	Fwd Port =	4 ft	4.000 in
Fwd Stbd =	11 ft	4.250 in	Fwd Stbd =	4 ft	4.000 in
Mid Port =	11 ft	4.500 in	Mid Port =	4 ft	7.000 in
Mid Stbd =	11 ft	4.250 in	Mid Stbd =	4 ft	7.250 in
Aft Port =	11 ft	4.750 in	Aft Port =	4 ft	10.750 in
Aft Stbd =	11 ft	3.750 in	Aft Stbd =	4 ft	10.000 in

Full Load:

Mean Draft = 8 ft 4.833 in
 Volume (Cu. Ft.) = 58,796.106

Light Barge:

Mean Draft = 1 ft 7.792 in
 Volume (Cu. Ft.) = 11,521.801

Cargo Deadweight:

Pounds = 2,939,170
Short Tons = 1,469.585 ✓
 Metric Tons = 1,333.187
 Long Tons = 1,312.129

AmSpec MTS Inc.



Tommy L. Prejean, Operations

11/27/2023
 Page 1

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KIRBY 24704, KIRBY 28306 ✓

RECAPITULATION

CERTIFICATE OF OFFICIAL QUANTITY BASED ON SHORE TANK FIGURES

<u>QUANTITY</u>	<u>SHORE FIGURES</u>	<u>BARGE FIGURES</u>	<u>SHORT TONS</u>
Pounds	12,040,244.00	Before	6,196.818
Long Tons	5,375.11	After	0.000
Metric Tons	5,461.369	Difference	6,196.818
Short Tons	6,020.122 ✓		

Details of shore figures and barge measurements are attached.

AmSpec MTS Inc.



Larry C. Zeringue, Operations

12/19/2023
Page 1

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TARIFF AM Item #3.
 PAID @ \$0.125
 PER BARREL

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	PER BARREL
11/29/2023	1201384	EQUALIZER, INC.	OIL	/	10/2023	65,049.370	\$8,131.17
		EQUALIZER, INC.	OIL	/	11/2023		Pending Report & PMT
		EQUALIZER, INC.	OIL	/	12/2023		
		EQUALIZER, INC.	OIL	/	01/2024		
		EQUALIZER, INC.	OIL	/	02/2024		
		EQUALIZER, INC.	OIL	/	03/2024		
		EQUALIZER, INC.	OIL	/	04/2024		
		EQUALIZER, INC.	OIL	/	05/2024		
		EQUALIZER, INC.	OIL	/	06/2024		
		EQUALIZER, INC.	OIL	/	07/2024		
		EQUALIZER, INC.	OIL	/	08/2024		
		EQUALIZER, INC.	OIL	/	09/2024		

FY 2023-2024 - TOTAL	\$8,131.17
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DAILY DOCK RENTAL

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

Rachel Garza

From: Mary Miller <mmiller@equalizerinc.com>
Sent: Friday, January 12, 2024 11:21 AM
To: Rachel Garza
Subject: RE: Tariff Reports

Rachel,
We are working on them.

MARY MILLER
EQUALIZER INC
PHONE (254) 799-4979
FAX (254) 799-8639
MMILLER@EQUALIZERINC.COM

From: Rachel Garza <rgarza@portlavaca.org>
Sent: Friday, January 12, 2024 10:09 AM
To: Mary Miller <mmiller@equalizerinc.com>
Subject: Tariff Reports

Good Morning Mary,

Could you please send me November's Tariff report.
The last report I received was 11.20.2023 for October.

Thank you,

Rachel Garza
Exec. Assist to the City Manager / H.R.
City of Port Lavaca
Phone: (361)552-9793 EXT 221
Fax: (361)552-6062
rgarza@portlavaca.org

ACTIVE ACCOUNT AGING REPORT

STAT: Active

ACCOUNT NO#	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
99-1415-00	1/3/2024	A						0
99-1583-06	12/12/2023	A	7,400.00CR					7,400.00CR
99-1733-02	12/28/2023	A	178.46CR					178.46CR
99-1734-00	1/2/2024	A						0
99-1745-01	12/1/2023	A	2,530.75					2,530.75
99-1746-01	12/1/2023	A	3,036.90					3,036.90
99-1783-00	1/2/2024	A						0
99-1800-01	1/3/2024	A						0
99-1801-01	11/27/2023	A	300	300				600
99-1810-00	1/2/2024	A	0.82CR					0.82CR
99-1883-00	1/2/2024	A	438.09					438.09
99-1893-00	1/3/2024	A						0
99-1909-01	1/8/2024	A	494.38CR					494.38CR
99-1913-02	1/10/2024	A						0
99-1923-06	12/22/2023	A						0
99-1930-01	12/22/2023	A						0
99-1931-07	1/8/2024	A	168.68CR					168.68CR
99-1932-06	1/8/2024	A	168.68CR					168.68CR
99-1933-03	12/27/2023	A						0
99-1963-04	1/3/2024	A						0
99-1973-06	1/11/2024	A						0
99-1983-09	1/5/2024	A						0
99-1993-04	1/5/2024	A						0
99-2003-04	1/2/2024	A	0.31CR					0.31CR
99-2013-09	8/3/2022	A	264.6	264.6	264.6	264.6	3,492.72	4,551.12
99-2015-15	1/4/2024	A	221.87CR					221.87CR
99-2043-07	1/3/2024	A						0
99-2053-11	1/3/2024	A						0
99-2063-10	1/2/2024	A	0.1					0.1
99-2073-09	1/10/2024	A	291.90CR					291.90CR
99-2103-07	1/3/2024	A						0
99-2153-04	1/3/2024	A						0
99-2163-03	1/3/2024	A						0
99-2193-07	1/2/2024	A						0
99-2213-04	1/3/2024	A						0
99-2233-07	12/8/2023	A	228.9					228.9
99-2243-12	12/12/2023	A	1,449.00CR					1,449.00CR
99-2253-07	11/17/2023	A	228.9	228.9				457.8
99-2273-08	11/1/2023	A						0
99-2313-14	1/3/2024	A						0
99-2421-07	1/3/2024	A						0
99-2443-05	1/3/2024	A						0
99-2481-05	1/3/2024	A						0
99-2543-09	1/3/2024	A						0
99-2573-06	1/3/2024	A						0

***** BOOK # : 00 : 45 3345.86CR 793.5 264.6 264.6 3492.72 1469.56

99-2013-09 Received all 3 certified letter back unclaimed

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-103058 BAREFOOT, MARK E.	I-002071	504 51000542.25	R & M- BUILDING	: ROOF & SIDING REPAIR	064549	\$4,870.00
01-103058 BAREFOOT, MARK E.	I-002072	504 51000533.14	CONTRACTED SERVICES	: HEATING SYSTEM - SOUTH SUITES	064549	\$320.00
01-103058 BAREFOOT, MARK E.	I-002073	504 51000529.11	LIGHTING & DECORATION	: EXTERIOR DECORATIVE LIGHTS - NL	064549	\$1,350.00
01-103058 BAREFOOT, MARK E.	I-002074	504 51000543.22	R & M- BUILDING	: EXTERIOR DOOR REPAIR - EVELYN'S	064549	\$275.00
VENDOR TOTALS						\$6,815.00
01-102565 CARD SERVICE CENTER	I-0305/112023	504 51000531.04	DUES, SUBSC. & PUBLICATIONS	: US DRUG TEST - ANNUAL FEE	000530	\$199.95
01-102565 CARD SERVICE CENTER	I-0305/112023	504 51000533.14	CONTRACTED SERVICES	: MILLHOUSE - DELIVERY	000530	\$175.00
01-102565 CARD SERVICE CENTER	I-0305/112023	504 51000532.07	LEGAL- REGULAR	: FILING ENVIROMENT DEED NOTICE	000530	\$76.00
VENDOR TOTALS						\$450.95
01-102645 GEXA ENERGY, LP.	I-33819078-4	504 51000536.01	ELECTRICITY	: ELECTRICITY SERVICES NOVEMBER 2023	064462	\$2,301.58
			AC/BAY LIMITED			\$0.00
			LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER			\$0.00
			SPIRETECH			\$182.06
			AC/EDWARD JONES & SOMETHING MORE			
			LIGHTS/DAYROOM, HARBOR MASTER			
			SUB PANEL/EDWARD JONES			\$248.84
			PL PLUMBING, G4S, & CONF. ROOM			\$271.23
			NL MARINA BUILDING FLOOD LIGHT			\$57.28
			NL BOAT SLIPS			\$497.93
			HARBOR OF REFUGE			\$0.00
			HARBOR OF REFUGE FLOOD LIGHT			\$541.96
			CITY HARBOR			\$0.00
			106 S COMMERCE ST UNIT MAIN			\$502.28
VENDOR TOTALS						\$2,301.58

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-100700 MCGREW, TERRI	I-412769	504 51000523.03	CLEANING & JANITORIAL :	CLEANING SUPPLIES	064474	\$620.00
VENDOR TOTALS						\$620.00
01-104228 PATTILLO, BROWN & HILL	I-472676	504 51000532.01	AUDIT FEES :	AUDIT FEES	064535	\$1,000.00
VENDOR TOTALS						\$1,000.00
01-100334 PORT LAVACA, CITY OF	I-202312280504	504 51000523.03	CLEANING & JANITORIAL:	NL CLEANING SERVICES	064639	\$200.00
VENDOR TOTALS						\$200.00
01-100335 PORT LAVACA, CITY OF	I-11/2023	504 51000536.03	WATER :	WATER / SEWER NOVEMBER 2023	064489	\$1,167.24
VENDOR TOTALS						\$1,167.24
01-102309 REPUBLIC SERVICES #847	I-0847-001305542	504 51000533.14	CONTRACTED SERVICES :	CONTAINER - PORT COMMISSION	064609	\$378.88
VENDOR TOTALS						\$378.88
01-102621 UNIFIRST CORPORATION	I-2680042397	504 51000523.03	CLEANING & JANITORIAL :	CLEANING SUPPLIES	064501	\$51.24
01-102621 UNIFIRST CORPORATION	I-2680043159	504 51000523.03	CLEANING & JANITORIAL :	CLEANING SUPPLIES	064501	\$51.24
01-102621 UNIFIRST CORPORATION	I-2680043877	504 51000523.03	CLEANING & JANITORIAL :	CLEANING SUPPLIES	064625	\$70.28
01-102621 UNIFIRST CORPORATION	I-2680044593	504 51000523.03	CLEANING & JANITORIAL :	CLEANING SUPPLIES	064625	\$51.24
VENDOR TOTALS						\$224.00
01-102014 VERIZON WIRELESS	I-9949458361	504 51000536.02	TELEPHONE :	CELL PHONE CHARGES	064505	\$40.21
VENDOR TOTALS						\$40.21

REPORT GRAND TOTAL:	\$13,197.86
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CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2023

Item #3.

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	65,110.90	189,506.11	0.00	483,182.89	28.17
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	1,300.37	4,684.18	0.00	30,915.82	13.16
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	66,411.27	194,190.29	0.00	1,726,813.71	10.11
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	128.44	246.88	0.00	1,175.12	17.36
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	7,000.00	9,000.00	0.00	321,000.00	2.73
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
OPERATIONS	1,804,066	1,804,066	0	24,113.74	71,712.47	0.00	1,732,353.53	3.98
NON DEPARTMENTAL	0	0	0	0.00	59.86	0.00	(59.86)	0.00
TOTAL EXPENDITURES	2,183,488	2,183,488	0	31,242.18	83,603.15	0.00	2,099,884.85	3.83
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	35,169.09	110,587.14	0.00	(373,071.14)	42.13-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2023

Item #3.

504-PORT & HARBORS FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	4,063.19	15,889.57	0.00	99,110.43	13.82
436.09 HOR - DAILY DOCK RENTA	7,200	7,200	0	15,250.00	39,500.00	0.00	32,300.00	548.61
436.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
436.11 HOR - DOCK LEASES	250,932	250,932	0	21,587.27	68,406.33	0.00	182,525.67	27.26
436.12 TARIFFS	110,000	110,000	0	9,399.17	20,848.27	0.00	89,151.73	18.95
436.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	0.00	0.00	500.00	0.00
436.21 N L-DOCK LEASE	85,000	85,000	0	5,991.30	18,711.00	0.00	66,289.00	22.01
436.22 N L -BLDG LEASE	80,077	80,077	0	7,144.97	21,125.94	0.00	58,951.06	26.38
436.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
436.24 SMITH HARBOR RENT	19,980	19,980	0	1,675.00	5,025.00	0.00	14,955.00	25.15
TOTAL USER & SERVICE CHARGES	672,689	672,689	0	65,110.90	189,506.11	0.00	483,182.89	28.17
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE								
451.01 INTEREST INCOME	35,000	35,000	0	1,300.37	4,486.18	0.00	30,513.82	12.82
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	600	600	0	0.00	198.00	0.00	402.00	33.00
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	1,300.37	4,684.18	0.00	30,915.82	13.16
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN- 206 FARE FUND	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	66,411.27	194,190.29	0.00	1,726,813.71	10.11

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2023

Item #3.

504-PORT & HARBORS FUND
 TECHNOLOGY SERVICES
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES								
50070536.504 CABLE & INTERNET	<u>1,422</u>	<u>1,422</u>	<u>0</u>	<u>128.44</u>	<u>246.88</u>	<u>0.00</u>	<u>1,175.12</u>	<u>17.36</u>
TOTAL SERVICES	<u>1,422</u>	<u>1,422</u>	<u>0</u>	<u>128.44</u>	<u>246.88</u>	<u>0.00</u>	<u>1,175.12</u>	<u>17.36</u>
TOTAL TECHNOLOGY SERVICES	<u>1,422</u>	<u>1,422</u>	<u>0</u>	<u>128.44</u>	<u>246.88</u>	<u>0.00</u>	<u>1,175.12</u>	<u>17.36</u>

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2023

Item #3.

504-PORT & HARBORS FUND
 CITY HARBOR
 DEPARTMENTAL EXPENDITURES

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

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item #3.

504-PORT & HARBORS FUND
 HARBOR OF REFUGE
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50820533.20 CONTRACTED SERV- HOR	230,000	230,000	0	0.00	2,000.00	0.00	228,000.00	0.87
TOTAL SERVICES	230,000	230,000	0	0.00	2,000.00	0.00	228,000.00	0.87
<hr/>								
MAINTENANCE								
50820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	7,000.00	7,000.00	0.00	93,000.00	7.00
TOTAL MAINTENANCE	100,000	100,000	0	7,000.00	7,000.00	0.00	93,000.00	7.00
<hr/>								
TOTAL HARBOR OF REFUGE	<u>330,000</u>	<u>330,000</u>	<u>0</u>	<u>7,000.00</u>	<u>9,000.00</u>	<u>0.00</u>	<u>321,000.00</u>	<u>2.73</u>

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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504-PORT & HARBORS FUND
 SMITH HARBOR
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES								
50840533.20 CONTRACTED SERV- SMITH	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00

CITY OF PORT LAVACA
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504-PORT & HARBORS FUND
 NAUTICAL LANDINGS MARINA
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
SERVICES								
50860533.20 CONTRACTED SERV- NL MA	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
TOTAL SERVICES	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
MAINTENANCE								
50860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50860542.21 R & M- INFRAS- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
50860543.27 R & M- IMPROV OTB- NL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
TOTAL NAUTICAL LANDINGS MARINA	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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504-PORT & HARBORS FUND
 OPERATIONS
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	79,875	79,875	0	6,030.80	17,921.67	0.00	61,953.33	22.44
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	4,514	4,514	0	440.76	1,325.35	0.00	3,188.65	29.36
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	352.80	1,060.75	0.00	3,399.25	23.78
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	1,026.44	3,079.34	0.00	7,866.66	28.13
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,762.60	0.00	37.40	97.92
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	102,095	102,095	0	7,850.80	25,149.71	0.00	76,945.29	24.63
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,000	1,000	0	0.00	53.63	0.00	946.37	5.36
51000523.03 CLEANING & JANITORIAL	11,000	11,000	0	844.00	2,162.59	0.00	8,837.41	19.66
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	1,000	1,000	0	0.00	54.25	0.00	945.75	5.43
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	1,350.00	1,350.00	0.00	650.00	67.50
TOTAL MATERIALS & SUPPLIES	15,300	15,300	0	2,194.00	3,620.47	0.00	11,679.53	23.66
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04 DUES, SUBSCR., & PUBLI	5,500	5,500	0	199.95	199.95	0.00	5,300.05	3.64
51000532.01 AUDIT FEES	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	5,000	5,000	0	76.00	76.00	0.00	4,924.00	1.52
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	873.88	3,973.20	0.00	20,026.80	16.56
51000535.01 GENERAL LIABILITY INSU	3,287	3,287	0	0.00	4,528.57	0.00	(1,241.57)	137.77
51000535.10 WINDSTORM INS	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
51000535.11 FLOOD INS	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
51000536.01 ELECTRICITY	31,627	31,627	0	2,301.58	5,019.43	0.00	26,607.57	15.87
51000536.02 TELEPHONE	2,100	2,100	0	40.21	345.89	0.00	1,754.11	16.47
51000536.03 WATER	6,200	6,200	0	1,167.24	3,355.35	0.00	2,844.65	54.12
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	106,014	106,014	0	4,658.86	17,498.39	0.00	88,515.61	16.51
MAINTENANCE								
51000541.02 LANDSCAPING	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
51000542.03 R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.21 R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25 R & M- BUILD (NAUTICAL	80,000	80,000	0	4,870.00	8,890.00	0.00	71,110.00	11.11
51000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22 R & M- BUILD (CITY HAR	0	0	0	275.00	275.00	0.00	(275.00)	0.00
51000544.50 R & M- FURNITURE & EQU	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
51000544.55 R & M- VEHICLES & TRAI	500	500	0	0.00	40.83	0.00	459.17	8.17

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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504-PORT & HARBORS FUND
 OPERATIONS
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
51000544.65 R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75 DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	92,200	92,200	0	5,145.00	9,205.83	0.00	82,994.17	9.98
SUNDRY								
51000551.11 VEHICLE LEASES	12,215	12,215	0	0.00	957.83	0.00	11,257.17	7.84
51000552.02 PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03 BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15 DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25 DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FD 001- ADMI	51,181	51,181	0	4,265.08	12,795.24	0.00	38,385.76	25.00
51000553.02 XFER OUT- FD 310- '08	125,785	125,785	0	0.00	0.00	0.00	125,785.00	0.00
51000553.05 XFER OUT- FD 322 - 201	132,276	132,276	0	0.00	0.00	0.00	132,276.00	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	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84 BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	321,457	321,457	0	4,265.08	13,753.07	0.00	307,703.93	4.28
CAPITAL EXPENDITURES								
51000561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000562.03 CE- BUILDING & IMPROV	0	0	0	0.00	2,485.00	0.00	2,485.00	0.00
51000563.05 CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	0.00	1,167,000.00	0.00
TOTAL CAPITAL EXPENDITURES	1,167,000	1,167,000	0	0.00	2,485.00	0.00	1,164,515.00	0.21
TOTAL OPERATIONS	1,804,066	1,804,066	0	24,113.74	71,712.47	0.00	1,732,353.53	3.98

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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504-PORT & HARBORS FUND
 NON DEPARTMENTAL
 DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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	33.92	0.00 (	33.92)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	25.94	0.00 (	25.94)	0.00
59800512.40 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	59.86	0.00 (	59.86)	0.00
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	59.86	0.00 (	59.86)	0.00
TOTAL EXPENDITURES	2,183,488	2,183,488	0	31,242.18	83,603.15	0.00	2,099,884.85	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	35,169.09	110,587.14	0.00 (	373,071.14)	42.13-
*** END OF REPORT ***								

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	351,058.87
112.11.6001	INVESTMENTS-LOGIC	277,611.66
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	77,768.58
113.27.1004	ACCTS REC-HARBOR OF REFU	1,160,520.00
116.01.0001	PREPAID INSURANCE	13,810.30
151.01.1000	LAND	1,919,338.57
152.01.1000	BUILDINGS	1,313,990.38
152.02.2000	ACCUM DEPRECIATION-BUIL(	853,854.24)
153.01.1000	IMPROVEMENTS OTHER THAN	2,050,980.24
153.02.2000	ACCUM DEPR-IMPR OTHER T(	1,709,300.60)
154.01.1000	MACHINERY & EQUIPMENT	43,140.00
154.02.2000	ACCUM DEPR-MACHINERY & (	29,844.16)
155.01.1000	CONSTRUCTION IN PROGRESS	57,151.00
156.01.1000	INFRASTRUCTURE	7,996,420.23
156.02.2000	ACCUM DEPREC.- INFRASTR(	2,832,083.21)

9,817,757.17

351,058.87+

277,611.66+

002

628,670.53*

TOTAL ASSETS

9,817,757.17

LIABILITIES

207.21	CUSTOMER DEPOSIT (	50.00)
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	5,227.20
213.01	BOND PREMIUM (SERIES '18	82,933.89
215.90.1004	DEFERRED REV-HARBOR OF R	1,160,520.00
216.20.3006	BONDS PAYABLE-CURRENT	180,000.00
217.11	NL MARINA DEPOSITS	684.60
221.20	BONDS PAYABLE NON-CURREN	1,745,000.00

3,174,311.34

TOTAL LIABILITIES

3,174,311.34

FUND EQUITY/BALANCE

320.07	ENCUMBRANCES (195,050.30)
320.08	RESERVE FOR ENCUMBRANCES	195,050.30

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504-PORT & HARBORS FUND

ACCOUNT#	TITLE		
320.09	PRIOR YEAR ENCUMBRANCE	188,424.23	
320.10	PRIOR YEAR RESERV/ENC (	188,424.23)	
320.60	FUND BALANCE COMMITTED	90,552.00	
320.65	NET INVEST. IN CAPITAL A	3,393,536.00	
320.98	FUND BALANCE UNRESV	3,048,770.69	
	TOTAL FUND EQUITY/BALANCE		<u>6,532,858.69</u>
	TOTAL REVENUES	194,190.29	
	TOTAL EXPENSES	83,603.15	
	EXCESS REVENUES OVER EXPENDITURES		<u>110,587.14</u>
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		<u>9,817,757.17</u> =====

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210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE		
ASSETS			
<u>=====</u>			
104.02.0004	DUE FROM OTHER GOVERNMEN	120,000.00	
111.21	CLAIM ON CONS CASH (	42,700.00)	
113.29.1000	ACCOUNTS RECEIVABLE- MIS	2,500.00	
155.01.1000	CONSTRUCTION IN PROGRESS	40,200.00	
			120,000.00
TOTAL ASSETS			120,000.00
			<u>=====</u>
 LIABILITIES			
<u>=====</u>			
		0.00	
TOTAL LIABILITIES		0.00	
 FUND EQUITY/BALANCE			
<u>=====</u>			
320.07	ENCUMBRANCES (	1,124,330.36)	
320.08	RESERVE FOR ENCUMBRANCES	1,124,330.36	
320.98	FUND BALANCE UNRESV	120,000.00	
			120,000.00
TOTAL FUND EQUITY/BALANCE		120,000.00	
TOTAL REVENUES		0.00	
TOTAL EXPENSES		0.00	
EXCESS REVENUES OVER EXPENDITURES		0.00	
TOTAL LIABILITIES & FUND EQUITY/BALANCE			120,000.00
			<u>=====</u>

310-08 FC DEBT SERVICE

ACCOUNT# TITLE

<u>ASSETS</u>			
111.21	CLAIM ON CONS CASH	88,987.19	
		<u>88,987.19</u>	
	TOTAL ASSETS		<u>88,987.19</u>
 <u>LIABILITIES</u>			
212.60	ACCRUED BOND INTEREST	3,824.00	
		<u>3,824.00</u>	
	TOTAL LIABILITIES		<u>3,824.00</u>
 <u>FUND EQUITY/BALANCE</u>			
320.01	FUND BAL-RSRV'D/DEBT SER	24,244.46	
320.10	PRIOR YEAR RESERV/ENC (	1,320.75)	
320.98	FUND BALANCE UNRESV	62,059.22	
	TOTAL FUND EQUITY/BALANCE	<u>84,982.93</u>	
	TOTAL REVENUES	180.26	
	TOTAL EXPENSES	<u>0.00</u>	
	EXCESS REVENUES OVER EXPENDITURES		<u>180.26</u>
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		<u>88,987.19</u>

322-SERIES 2018 DEBT SERVICE

ACCOUNT# TITLE

ASSETS
=====

111.21	CLAIM ON CONS CASH	(132.54)	
		(132.54)	
	TOTAL ASSETS		(132.54)

LIABILITIES
=====

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

FUND EQUITY/BALANCE
=====

320.98	FUND BALANCE	(6,800.54)	
	TOTAL FUND EQUITY/BALANCE	(6,800.54)	
	TOTAL REVENUES	0.00	
	TOTAL EXPENSES	400.00	
	EXCESS REVENUES OVER EXPENDITURES	(400.00)	
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		(132.54)

Port Commission Snapshot

	October	November	December	FYTD	
City Harbor					
Revenue	\$ 7,763.19	\$ 4,063.19	\$ 4,063.19	\$ 15,889.57	
Expenses	\$ 4,441.23	\$ 4,153.53	\$ 1,851.62	\$ 10,446.37	
Gain / (Loss)	<u>\$ 3,321.96</u>	<u>\$ (90.34)</u>	<u>\$ 2,211.57</u>	<u>\$ 5,443.20</u>	
Harbor of Refuge					
Revenue	\$ 34,359.53	\$ 48,158.63	\$ 46,236.44	\$ 128,754.60	
Expenses	\$ 11,475.33	\$ 7,920.03	\$ 14,953.07	\$ 34,348.43	
Gain / (Loss)	<u>\$ 22,884.20</u>	<u>\$ 40,238.60</u>	<u>\$ 31,283.37</u>	<u>\$ 94,406.17</u>	
Nautical Landings					
Revenue	\$ 12,575.90	\$ 14,322.77	\$ 13,136.27	\$ 40,034.94	
Expenses	\$ 7,588.73	\$ 13,372.71	\$ 14,074.11	\$ 35,035.54	
Gain / (Loss)	<u>\$ 4,987.17</u>	<u>\$ 950.06</u>	<u>\$ (937.84)</u>	<u>\$ 4,999.40</u>	
Smith Harbor					
Revenue	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 5,025.00	
Expenses	\$ 562.66	\$ 361.76	\$ 363.38	\$ 1,287.80	
Gain / (Loss)	<u>\$ 1,112.34</u>	<u>\$ 1,313.24</u>	<u>\$ 1,311.62</u>	<u>\$ 3,737.20</u>	
Total Gain / (Loss)	<u>\$ 32,305.68</u>	<u>\$ 42,411.56</u>	<u>\$ 33,868.72</u>	<u>\$ 108,585.96</u>	\$ 194,190.29

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

Cash Profit and Loss Statement

	October	November	December	FYTD
City Harbor				
Dock Lease	\$ 7,763.19	\$ 4,063.19	\$ 4,063.19	\$ 15,889.57
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total City Harbor	\$ 7,763.19	\$ 4,063.19	\$ 4,063.19	\$ 15,889.57
Harbor of Refuge				
Tarrifs				
Oil	\$ -	\$ 8,131.17	\$ -	\$ 8,131.17
Fertilizer	\$ -	\$ 3,317.93	\$ 9,399.17	\$ 12,717.10
Oyster	\$ -	\$ -	\$ -	\$ -
Rentals				
Daily Dock Rental	\$ 12,800.00	\$ 11,450.00	\$ 15,250.00	\$ 39,500.00
Dock Rentals	\$ -	\$ -	\$ -	\$ -
Dock Leases	\$ 21,559.53	\$ 25,259.53	\$ 21,587.27	\$ 68,406.33
Late Payment Penalties		\$ -		\$ -
Total Harbor of Refuge	\$ 34,359.53	\$ 48,158.63	\$ 46,236.44	\$ 128,754.60
Nautical Landings				
Dock Rent	\$ -	\$ -	\$ -	\$ -
Dock Lease	\$ 5,541.90	\$ 7,177.80	\$ 5,991.30	\$ 18,711.00
Building Lease	\$ 6,836.00	\$ 7,144.97	\$ 7,144.97	\$ 21,125.94
Building Rentals	\$ -	\$ -		\$ -
Washer-Dryer	\$ 198.00	\$ -		\$ 198.00
Miscellaneous	\$ -	\$ -		\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Auction Proceeds	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 12,575.90	\$ 14,322.77	\$ 13,136.27	\$ 40,034.94
Smith Harbor				
Rent	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 5,025.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Smith Harbor	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 5,025.00
Interest Income	\$ 1,928.89	\$ 1,256.92	\$ 1,300.37	\$ 4,486.18
Total Income	\$ 58,302.51	\$ 69,476.51	\$ 66,411.27	\$ 194,190.29

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

Cash Profit and Loss Statement

Item #3.

	October	November	December	FYTD	
City Harbor					
Overhead Allocation	\$ 2,441.23	\$ 1,569.59	\$ 1,576.62	\$ 5,587.43	
R&M Infrastructure	\$ -			\$ -	
R&M Building	\$ 2,000.00	\$ -	\$ 275.00	\$ 2,275.00	
Contracted Services	\$ -	\$ 2,583.94	\$ -	\$ 2,583.94	
Total City Harbor	\$ 4,441.23	\$ 4,153.53	\$ 1,851.62	\$ 10,446.37	
Harbor of Refuge					
Overhead Allocation	\$ 11,475.33	\$ 7,378.07	\$ 7,411.11	\$ 26,264.51	
Electricity	\$ -	\$ 541.96	\$ 541.96	\$ 1,083.92	
R&M Infrastructure	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	
Contracted Services	\$ -	\$ -	\$ -	\$ -	
Total Harbor of Refuge	\$ 11,475.33	\$ 7,920.03	\$ 14,953.07	\$ 34,348.43	
Nautical Landings					
Overhead Allocation	\$ 4,708.24	\$ 3,027.17	\$ 3,040.72	\$ 10,776.12	
Cable & Internet	\$ -	\$ 118.44	\$ 128.44	\$ 246.88	
R&M Building	\$ 135.00	\$ 3,885.00	\$ 4,870.00	\$ 8,890.00	
R&M Infrastructure	\$ -	\$ -		\$ -	
R&M Furniture & Equip	\$ -	\$ -		\$ -	
Cleaning & Janitorial	\$ 293.99	\$ 1,024.60	\$ 844.00	\$ 2,162.59	
Lighting & Decoration	\$ -	\$ -	\$ 1,350.00	\$ 1,350.00	
Contracted Services	\$ 2,288.00	\$ 811.32	\$ 873.88	\$ 3,973.20	
Windstorm Insurance	\$ -	\$ -		\$ -	
Flood Insurance	\$ -	\$ -		\$ -	
Electricity	\$ -	\$ 2,175.89	\$ 1,759.62	\$ 3,935.51	
Telephone	\$ 163.50	\$ 142.18	\$ 40.21	\$ 345.89	
Water	\$ -	\$ 2,188.11	\$ 1,167.24	\$ 3,355.35	
Landscaping	\$ -	\$ -		\$ -	
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -	
Total Nautical Landings	\$ 7,588.73	\$ 13,372.71	\$ 14,074.11	\$ 35,035.54	
Smith Harbor					
Overhead Allocation	\$ 562.66	\$ 361.76	\$ 363.38	\$ 1,287.80	
Contracted Services	\$ -	\$ -	\$ -	\$ -	
Total Smith Harbor	\$ 562.66	\$ 361.76	\$ 363.38	\$ 1,287.80	
Total Expenses	\$ 24,067.94	\$ 25,808.03	\$ 31,242.18	\$ 81,118.15	
Operating Cash Flow	\$ 34,234.57	\$ 43,668.48	\$ 35,169.09	\$ 113,072.14	
CE- Land & Improvements	\$ -	\$ -	\$ -	\$ -	
CE - Buildings	\$ -	\$ 2,485.00	\$ -	\$ 2,485.00	
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -	
Dredging		\$ -		\$ -	
Transfer Out Fund 310	\$ -	\$ -	\$ -	\$ -	
Transfer Out Fund 322	\$ -	\$ -	\$ -	\$ -	
Net Cash Flow	\$ 34,234.57	\$ 41,183.48	\$ 35,169.09	\$ 110,587.14	\$ 83,603.15

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

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PORT COMMISSION MONTHLY OVERHEAD

Personnel Services	\$	7,850.80
Office		
Travel & Training		
Fuel		
General safety and tools		
Non -Capitalized Assets		
Dues & Subscriptions	\$	199.95
Audit Fees		
Health & Fitness		
Legal - Regular	\$	76.00
General Liability Ins.		
R & M Vehicles		
Vehicle Leases	\$	-
Administrative costs	\$	4,265.08
Total	\$	<u>12,391.83</u>

	% allocation	Allocation amount
City Harbor	12.72%	\$ 1,576.62
Harbor of Refuge	59.81%	\$ 7,411.11
Nautical Landings	24.54%	\$ 3,040.72
Smith Harbor	2.93%	\$ 363.38
	100.00%	\$ 12,391.83

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets	As of 10/31/2023	As of 11/30/2023	As of 12/31/2023
Ending Cash	\$ 311,154.93	\$ 334,986.95	\$ 351,058.87
Inventments Logic	\$ 275,054.37	\$ 276,311.29	\$ 277,611.66
Fund 210 Port Projects	\$ (42,700.00)	\$ (42,700.00)	\$ (42,700.00) *1
Debt Service Funds (310 & 322)	\$ 88,939.47	\$ 88,854.65	\$ 88,854.65
Total Ending Cash Assets	\$ 632,448.77	\$ 657,452.89	\$ 674,825.18

Current Encumbrances				Ordered	Received	Outstanding
<u>PO#</u>	<u>Task Order</u>	<u>Contractor</u>	<u>Project Description</u>			
23-00039	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 14,246.43	\$ 10,753.57
23-00097	#32	Victoria Engineering	Culvert Replacement	\$ 35,000.00	\$ 21,000.00	\$ 14,000.00
23-00034		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
					Total	\$ 54,753.57

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

Remaining Bond Payments			
1	FY 23/24 Remaining Bond Payments		\$ 257,561.00
			Total
			\$ 257,561.00

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

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

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS

INFORMATION:

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

Jody Weaver

(Breakwater) 4a

From: Robin Kolton <Robin.Kolton@tpwd.texas.gov>
Sent: Monday, January 8, 2024 7:43 PM
To: Jody Weaver
Cc: Dana Lagarde; Rachel Garza; Jim Rudellat; 'Matt Glaze'
Subject: RE: TPWL Recreational Grant Port Lavaca TX F-321-B-1,

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

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Monday, January 8, 2024 9:29 AM
To: Robin Kolton <Robin.Kolton@tpwd.texas.gov>
Cc: Dana Lagarde <Dana.Lagarde@tpwd.texas.gov>; Rachel Garza <rgarza@portlavaca.org>; Jim Rudellat <jrudellat@portlavaca.org>; 'Matt Glaze' <mglaze@urbanvictoria.com>
Subject: RE: TPWL Recreational Grant Port Lavaca TX F-321-B-1,

Some people who received this message don't often get email from jweaver@portlavaca.org. [Learn why this is important](#)

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

Good morning Robin,

I have a Port Commission meeting next Tuesday. I would like to be able to provide some good news regarding this breakwater project. It is my understanding that we responded to the issues below in December.

Can you please provide a status for me on this crucial project? I'm afraid we are going to have another hurricane season this summer without benefit of this needed breakwater.

JoAnna P. "Jody" Weaver, P.E.
Interim City Manager
Phone: 361-552-9793
Mobile: 361-827-3601
Email: jweaver@portlavaca.org
202 N. Virginia Street Port Lavaca, Texas 77979



CITY OF PORT LAVACA
TEXAS



PROUD TO BE
A Certified Scenic City

4b.

Jody Weaver

From: Thomas Everett <Thomas.Everett@mottmac.com>
Sent: Wednesday, January 10, 2024 10:39 AM
To: Jody Weaver; Veronica Pauda
Cc: Joshua Carter
Subject: RE: CPL Living Shoreline Breakwater - November-December Progress Report

Jody,

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

Let me know if you have any questions about this.

Thanks,
Thomas

Thomas Everett, PE

Pronouns: he, him, his
Project Manager - Coastal

D +1 (512) 777 3075
thomas.everett@mottmac.com

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Monday, January 8, 2024 9:36 AM
To: Thomas Everett <Thomas.Everett@mottmac.com>; Veronica Pauda <veronica@ksbr-llc.com>
Cc: Joshua Carter <Joshua.Carter@mottmac.com>
Subject: RE: CPL Living Shoreline Breakwater - November-December Progress Report

Thomas/Joshua,

I'm working on my monthly report to the Port Commission. What is the status of meeting with the COE?

Jody

From: Thomas Everett <Thomas.Everett@mottmac.com>
Sent: Tuesday, January 2, 2024 2:04 PM
To: Jody Weaver <jweaver@portlavaca.org>; Veronica Pauda <veronica@ksbr-llc.com>
Cc: Joshua Carter <Joshua.Carter@mottmac.com>
Subject: CPL Living Shoreline Breakwater - November-December Progress Report

Jody,

Please find our progress report for November 9th – December 31st attached in this email. Let me know if you have any questions.

Monthly Progress Report

Reporting Period: 11/9 through 12/31 2023

Project Information

Project Name	Port Lavaca Living Shoreline Breakwater
City Resolution	R-050922-5
CDBG-MIT Contract	20-087-001-D226
City PM	Jody Weaver
Mott MacDonald PM	Thomas Everett
Mott MacDonald Project Number	507107066
Date	1/2/2024

Project Milestones

Milestone Description	Date (Actual=A)	Notes
Task 1: Project Kickoff		
Project Kickoff Meeting	6/8/2022 (A)	
Memorandum of Project Understanding	6/21/2022 (A)	
Task 2: Data Collection and Analysis		
Collect available coastal processes data	7/29/2022 (A)	
Collect USACE historical survey data		Not yet started
Collect new bathymetric and topographic data	8/3/2022 (A)	New data collection complete
Collect new geotechnical data	8/4/2023	Field data 6/26 to 29, 2023; data collection lab work memo from subcontractor received 11/9/2023, MM geotechnical analysis in progress 12/31/2023
Collect new cultural resources data	8/31/2023	Work initiated; progressing; Data collection expected Jan 2024
Collect new habitat data	7/21/2023 (A)	Field work complete 6/12-16 2023; report 7/21/2023
Technical memorandum on data collection	10/13/2023 (A)	Complete; as part of 30% report
Task 3: Coastal Analysis, Alts Development, Alt Eval		
Coastal Engineering Analysis	11/4/2022 (A)	Via presentation 11/4/2022
Alternatives Development	11/4/2022 (A)	Via presentation 11/4/2022
Meeting on Alternatives Development	11/4/2022 (A)	Completed in person on 11/4/2022
Alternatives Evaluation	2/20/2023 (A)	complete
Meeting on Alternatives Evaluation	2/22/2023 (A)	complete
Tech Memo on CEA and Alts Analysis	10/13/2023 (A)	Complete; as part of 30% report
Task 4: Preliminary Design		
Prelim design: 30% plans, cost, report	10/13/2023 (A)	Complete; submitted 10/13/2023
Task 5: Regulatory Compliance		
Prepare application and permit plans	01/24/2024	In development
USACE Regulatory Permitting		
USACE pre-application meeting	01/24/2024	In development
Submit USACE Permit Application	02/07/2024	
Issuance of USACE Permit	10/18/2024	Assuming 9 months to issue permit
TXGLO Coastal Lease		
Submit coastal lease application to GLO	4/1/2024	Will time this to wait until we know USACE is preparing approved permit
Task 6: Engineering Design		

Milestone Description	Date (Actual=A)	Notes
Submit 70% Design	4/1/2024	
Submit 95% Design	7/29/2024	
Develop for proposal package	11/18/2024	Set to 1 month after receipt of permit
Task 7: Construction Proposal Solicitation Assistance		
Out to bid	01/2025	
Issue Construction NTP	02/2025	

Project Budget

Budget Summary	% Complete by Budget	notes
Task 1: Develop Project Understanding	100%	
Task 2: Data Collection and Analysis	98% Mott / 90% by sub	Survey, Geotech, Habitat surveys complete; Geotech lab work complete, Geotech analysis in progress, Cultural Resources work in progress
Task 3: Coastal Analysis, Alts Development, Alts Eval	100%	
Task 4: Preliminary Design	100%	
Task 5: Regulatory Compliance	53%	Coordination on CR surveys, Permit application development in progress
Task 6: Final Design	5%	
Task 7: Bidding Phase Services	0%	
Task 8: Engineering Services during Construction	0%	
Task 9: Project Management	62%	
Overall	51%	

Activities Performed This Period

Activity Summary

Task 1: Project Kickoff

- Task Completed

Task 2: Existing and New Data Collection

- Bathy and magnetometer survey completed 8/3/2022; deliverable received 8/9/2022. Survey deliverable submitted.
- Geotech data collection complete. Work in field began 6/26/23. Deliverable received 8/4/23. Geotech report finalized by subcontractor 11/9/23. Internal Geotech analysis for breakwater design in progress.
- Habitat Survey was conducted 6/12-6/22/2023. Deliverable received 7/21/23
- Cultural resources surveys have been given NTP; Marine and terrestrial Antiquities Permit applications have been approved by the THC; field survey expected January 2024.

Task 3: Coastal Analysis, Alts Development, Alts Evaluation

- Coastal data processing and analysis is complete
- Coastal modeling of site is complete

Activity Summary

- Storm surge model is set up for existing conditions; runs complete.
- Local wave model is set up for existing conditions; runs for existing conditions complete.
- Modeling of flushing of harbor for existing and w/ project conditions complete.
- Alternatives development
 - Completed development of alternatives for evaluation.
 - Modeling of proposed alternatives are complete
 - Wave transmission through artificial reefs
 - Typical wave conditions
 - Storm wave conditions
 - Flushing of alternatives
 - Developed and evaluated breakwater modifications based on initial evaluation for improvements to water quality (flushing) and wave protection; work complete.
- Reporting
 - Conducted meeting on CEA and alternatives development with the City and KSBR on 11/4/2022 to discuss avoidance and minimization of impact to habitat
 - Completed drafting of CEA and Alternatives Development and Evaluation memo submitted 10/13/2023.
 - Conducted meeting on Alternatives Analysis with the City and KSBR on 2/22/2023
 - Conducted meeting on Alternatives Analysis results with the City and KSBR 10/24/23
- Revisions to preferred alt required due to results of habitat survey. New alignment was developed and evaluated in the numerical model.

Task 4: Preliminary Design

- 30% design plans complete, submitted 10/13/2023.
- Completed developing preliminary geometric design of structures

Task 5: Regulatory Compliance

- Permit application development in progress. Coordination with subcontractor (Triton) on permit application progress.
 - Permit drawings in progress
- Ongoing coordination with subcontractor (Gray and Pape) on Texas antiquities permit and cultural resources survey.

Task 6: Final Design

- Development of design specifications document in progress
- Updates and modifications to 30pct design layout

Task 7: Bidding Phase Services

- Not yet started

Task 8: Construction Proposal Solicitation Assistance

- Not yet started

Task 9: Project Management

- Ongoing internal project management e.g. scheduling, invoicing, resourcing, etc.
-

Anticipated Effort Next Period

- Complete field work for cultural resources investigations
- Complete preliminary geotechnical engineering
- Preliminary design documentation after receipt of field data (cultural resources)
- Permit application development and preparation for USACE JEM meeting
- Continue monthly invoicing against second milestone draw (Final Design).

Outstanding Items

None

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,



Thomas Everett, PE
Project Manager; Office: 512-777-3075
Email: Thomas.Everett@mottmac.com



Josh Carter, PE, D. CE
Project Principal; Office: 504-383-9785
Email: Joshua.Carter@mottmac.com

4c.

Jody Weaver

From: Samantha Litchke <Samantha.Litchke@tceq.texas.gov>
Sent: Thursday, December 21, 2023 10:50 AM
To: Jody Weaver
Cc: Marissa Jimenez; Kacy Hill; Brenda Stott; Christopher Jones; Johnathan Laing; RestoreGrants; Port Lavaca - Mitigation; Diane Mazuca; David Timberger
Subject: B1-MIP1-Mitigation-Lavaca Clean up-42179 Executed Contract
Attachments: B1-MIP1-Mitigation-Lavaca Clean up-42179_FINAL_20231218.pdf; B1-MIP1-Mitigation-Port Lavaca Cleanup-42179_Pass Through_Frm_20221205.pdf; B1-MIP1-Mitigation-Lavaca Clean up-42179 Coverletter.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Jody,

Please see the attached cover letter and fully executed contract for the City of Port Lavaca Shoreline Clean-up project.

As the cover letter explains, I will now set up a post award meeting for us to discuss all aspects of the project. Please let me know of any dates the week of Jan 15th or Jan 22nd that work best for you. Please also let me know if there are any other individuals (name and title) I should include in this meeting.

I have also attached the Federal Reporting of Pass-Through Funding Report. The report is a federal requirement for grantees that provides a subaward, pass-through, federal funding to a subgrantee. Please keep this for your files.

If you have any questions, please feel free to reach me. I will be out of the office starting tomorrow until Jan 2nd but will reply to you as soon as I can.

Thank you and Merry Christmas!

Samantha Litchke

Grant Specialist
General Law Division/RESTORE Team
Texas Commission on Environmental Quality
(512) 239-0686

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

[December 21, 2023]

JoAnna P. Weaver
City of Port Lavaca
202 North Virginia
Port Lavaca, TX 77979

Via Electronic Mail

Re: City of Port Lavaca Shoreline Clean-up, 582-23-42179

Dear Ms. Weaver:

Please find attached the fully executed subgrant contract for the City of Port Lavaca Shoreline Clean-up project.

The next step is to set up a post-award meeting in the next few weeks, so both parties may review the contract together. Please send me dates that all relevant individuals will be available for this meeting.

Once a date is found, TCEQ staff will create an agenda and distribute it to all attendees via the meeting invite.

If you have questions, please contact me at (512) 239-0686 or samantha.litchke@tceq.texas.gov.

Sincerely,

Samantha Litchke, RESTORE Grant Specialist
Office of Legal Services

Texas Commission on Environmental Quality Subgrant Reimbursement Contract ("Contract")

CONTRACT SIGNATURE PAGE

Contract Name: **City of Port Lavaca Shoreline Clean-up**
 Contract Number: **582-23-42179**
 Performing Party: **City of Port Lavaca**
 Performing Party Identification Number: **17460019270**
 Maximum Authorized Reimbursement: **\$500,000.00 (Not to Exceed Amount)**

Effective Date: Date of last signature
 Expiration Date: **March 31, 2026** Last day of Fiscal Year in which the Contract was signed

If checked, this Contract requires matching funds. Match Requirement: N/A
 If checked, this Contract is funded with federal funds.

CFDA Number: **21.015** UEI Number: **CH61XFADMHV7**
 Federal Grant Number: **1RDCGR480168-01-00**

This Contract is entered under: Gov't Code ch. 771 Gov't Code ch. 791 Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and **City of Port Lavaca**, a political subdivision of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas and applicable federal laws.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized organizational functions and TCEQ will reimburse Allowable Costs subject to the Uniform Guidance, 2 CFR Part 200 (Uniform Guidance) and this Contract.

**Texas Commission on Environmental Quality
(TCEQ)**



Authorized Signature

Steven Schar

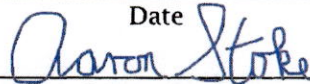
Printed Name

Interim Deputy Executive Director/Chief of Staff

Title

12/18/2023

Date



Procurements & Contract Representative

Aaron Stoke - CTCM, CTCD

Printed Name

Dec. 12, 2023

Date

**City of Port Lavaca
(Performing Party)**

JoAnna P. Weaver Digitally signed by JoAnna P. Weaver
Date: 2023.11.02 10:34:05 -05'00'

Authorized Signature

JoAnna "Jody" Weaver, PE

Printed Name

City Manager

Title

11/02/2023

Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In this Contract, the Contract may be referred to as: "Contract," "Agreement," "Grant Agreement," "Subgrant Contract," or "Subgrant." The term "Award" does not refer to this Contract but, to the federal RESTORE Award, and any amended awards issued to the TCEQ and included as Attachment L hereto. The Contract includes all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Federal Section (Including Attachment I and Completed Forms)
- Special Terms and Conditions
- RESTORE Program Terms and Conditions
- Subgrant Activities (including Project Statement - **Attachment A**)
- General Terms and Conditions
- Attachments:**

- Attachment A:** Project Statement
- Attachment B:** Estimated Subgrant Budget
- Attachment C:** TCEQ Financial Status Report (FSR)
- Attachment D:** Release of Claims
- Attachment E:** FFATA - Federal Funding Accountability and Transparency Act (FFATA) Reporting Form
- Attachment F:** RESTORE Act Direct Component Certification
- Attachment G:** Disclosure of Lobbying Activities Form (SF-LLL) and instructions
- Attachment H:** SF-PPR- Performance Report
- Attachment I:** Restore Act - Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (June 2022)
- Attachment J:** Reserved
- Attachment K:** Reporting Requirements (Attachment K identifies certain attachments included in this list which must be used to comply with reporting requirements)
- Attachment L:** Financial Assistance Award
- Attachment M:** Direct Component Milestone Report [Sample]
- Attachment N:** Assurances - Construction
- Attachment O:** Status of Performance Report
- Attachment P:** Covenant of Purpose, Use and Ownership
- Attachment Q:** SF-429 - Real Property Status Report
- Attachment R:** SF-429A - Real Property Status Report - General Reporting
- Attachment S:** SF-429B - Real Property Status Report - Request to Acquire, Improve or Furnish
- Attachment T:** SF-429C- Real Property Status Report - Disposition or Encumbrance

FEDERAL TERMS AND CONDITIONS
[SEE ATTACHMENT I]

This Grant Award is funded by a Federal Financial Assistance Award from the United States Department of the Treasury under ID Number 1RDCGR480168-01-00. TCEQ as recipient and **City of Port Lavaca** (Performing Party) as subrecipient must follow all applicable requirements of 2 CFR Part 200 and of Financial Assistance Award No. ID Number 1RDCGR480168-01-00, which includes the Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (June 2022) attached to this Subgrant Contract on the following pages. Performing Party must follow all requirements which apply to subrecipients on their face and also must provide all information and perform all activities necessary to enable TCEQ to meet its own requirements as recipient.

The remainder of the contract docs are found on the City's project page for this project on the website.

CITY OF PORT LAVACA

MEETING: JANUARY 16, 2024 **AGENDA ITEM 4d**

DATE: 1.10.2024

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

FROM: JODY WEAVER, INTERIM CITY MANAGER

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

There has been no new developments regarding Helena's interest in funding this project.

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

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

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

CITY OF PORT LAVACA

MEETING: JANUARY 16, 2024 **AGENDA ITEM 5a**

DATE: 1.10.2024

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

FROM: JODY WEAVER, INTERIM CITY MANAGER

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

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

There is no new information to report. We hope to hear back from GLO regarding our application in March.

CITY OF PORT LAVACA

5 b

PORT COMMISSION MEETING: JANUARY 16, 2024

DATE: 1.08.2024

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

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: GLO CEPRA GRANT (HARBOR OF REFUGE)

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

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

The step following this will be to execute an engineering agreement with Mott McDonald for these projects.

The total funds required are \$688,000. \$412,800 is CEPRA funds, \$200,000 are funds granted from the Matagorda Bay Mitigation Fund and \$75,200 from the General Fund.

5



#5c

MATAGORDA BAY MITIGATION TRUST

Steven J. Raabe, P.E., Trustee

P.O. Box 1269

Poth, Texas 78147-1269

Trustee@mbmTrust.com

January 8, 2024

JoAnna P. Weaver, P.E.
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979
Email: jweaver@portlavaca.org

Re: City of Port Lavaca Downtown Waterfront Public Access Improvements

Dear Ms. Weaver,

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

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

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

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

Please let me know if you have any questions.

Sincerely,

Steven J. Raabe, P.E.
Trustee, Matagorda Bay Mitigation Trust

COMMUNICATION

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

INFORMATION:

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

A) City Harbor

- 1) 28 February 2024 Prestige Oysters will need new lease. They are also interested in track 9 & 9A.
- 2) Federation (Matagorda Bay Cooperative)

B) Nautical Landings Building

- 1) 28 February 2024 Allied Universal will need new lease.

C) Nautical Landings Marina

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

D) Smith Harbor

- 1) 8 January 2023 grant awarded from Matagorda Bay Mitigation Trust.

E) Harbor of Refuge

- 1) 5 January 2024 had meeting CEPR Grant project.
- 2) 2 January 2024 Mulching was completed (Alcoa is scheduling).
- 3) LCI has been hauling fill material & stockpiling.
- 4) Encore Dredging cleaning moving equipment to track 11.
- 5) 11 December 2023 City Council wants to wait for grant funds RR drain culvert replacement.
- 6) Encore is in the process of purchasing the dredge pipe from Manson.
- 7) Aerial spraying

F) To Do List - Raymond Butler

COMMUNICATION

SUBJECT: DISCUSS NEW LEASE AGREEMENT FOR ALLIED UNIVERSAL -
PRESENTER JODY WEAVER

INFORMATION:

OFFICE LEASE AGREEMENT

DATE: March 1, 2024

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

TENANT:

Company name & address: Allied Universal Security Services
5656 South Staples
Corpus Christi, Texas 789411

Home office address: Same

Contact #'s & email: Robert Fortune
William.fortune@aus.com

Local responsibility: _____

Emergency contact: _____

PREMISES: SUITE 1E and 1F NAUTICAL LANDINGS BUILDING (Ref. Exhibit A)

Approximate square feet: 320 square feet
Name of Building: Nautical Landings
Street address/suite: 106 S. Commerce, Suite 1E and 1F
City, state, zip: Port Lavaca, Texas 77979

Term (months): _____

Commencement Date: March 1, 2024

Termination Date: February, 202

Monthly payments due:

Premises lease at \$1.25/sf:	\$ 400.00
Restroom/breakroom/Janitorial:	\$110.00
Trash Service:	<u>\$30.00</u>
Subtotal Rent:	\$540.00
Electricity:	\$145.00
Water/sewer:	<u>\$25.00</u>
Total monthly rent payments:	\$710.00

The Premises lease rate shall be adjusted on October 1st each year by the increase of the Municipal Cost Index as of the latest date 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. *See also Sections B.l.g.i-iv*

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$145/month (*ref Section B.1.g.i*)

Tenant's Water/Sewer Share: \$25/month (*ref Section B.1.g.ii*)

Tenant's Use of Restroom/Breakroom and Janitorial Services for same:: \$110/month (*ref Section B.1.g.iii*)

Tenant's Trash Disposal Service Share: \$30/month (*ref Section B.1.g.iv*)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

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

A. Definitions

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

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

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

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

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

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

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

B. Tenant's Obligations

B.1. Tenant agrees to -

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

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

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

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

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

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

B.1.g.i. **Electricity service:** Tenant shall reimburse Landlord directly for its electric service with a monthly sum of **\$145.00**, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of **\$0.04586/kWh**. Such payment for electricity is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

B.1.g.ii. **Water and Sewer service:** Tenant shall reimburse Landlord directly for its water and sewer service with a monthly sum of **\$25.00**, being a mutually agreed upon estimate of the average cost of water and sewer services used monthly, based upon the water and sewer rates in effect on the beginning date of this lease. Such payment for water and sewer service is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the water and sewer rate being paid by Landlord.

B.1.g.iii. **Janitorial services for and use of restrooms/breakroom:** Tenant shall reimburse Landlord directly for janitorial services for and use of the restrooms and breakroom with a monthly sum of **\$110.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of janitorial services paid by Landlord.

B.1.g.iv. **Trash Disposal:** Tenant shall reimburse Landlord directly for trash disposal services (use of dumpster) with a monthly sum of **\$30.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of trash disposal service services paid by Landlord.

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

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

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

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

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

B.2. Tenant agrees not to -

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

B.2.b. Create a nuisance.

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

B.2.d. Permit any waste.

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

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

B.2.g. Alter the Premises.

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

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

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

C. Landlord's Obligations***C.1. Landlord agrees to -***

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

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

C.1.c. Provide the Essential Services.

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

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE**

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

C.2. Landlord agrees not to -

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

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

D. General Provisions

Landlord and Tenant agree to the following:

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

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

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

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

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE

OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.6. Casualty/Total or Partial Destruction

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

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

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

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

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

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default

are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

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

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

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

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

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

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

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

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

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT

EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

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

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

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

E. Special Provisions

Tenant shall have the right with ninety (90) days advance written notice to City to exercise _____ () year option to extend the lease until _____, 202__, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being _____, 202__.

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

John D. "Jack" Whitlow, Mayor

(TENANT)

Printed Name: _____

EXHIBIT "A"

Photos of Leased Space Suite 1E and 1F
_____, 2024

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

8

PORT COMMISSION MEETING: JANUARY 16, 2024**DATE:** 01/10/2024**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: CONSIDER RENTAL RATES AND TERMS FOR NEW LEASE FOR TRACT 10 - CH**

Information for consideration:

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

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

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

CITY OF PORT LAVACA

PORT COMMISSION MEETING: JANUARY 16, 2024,

DATE: 01/10/2024

TO: PORT COMMISSION

CC: JIM RUDELLAT, HARBOR MASTER

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Lease of Tracts 9, 9A at the City Harbor

Information for consideration

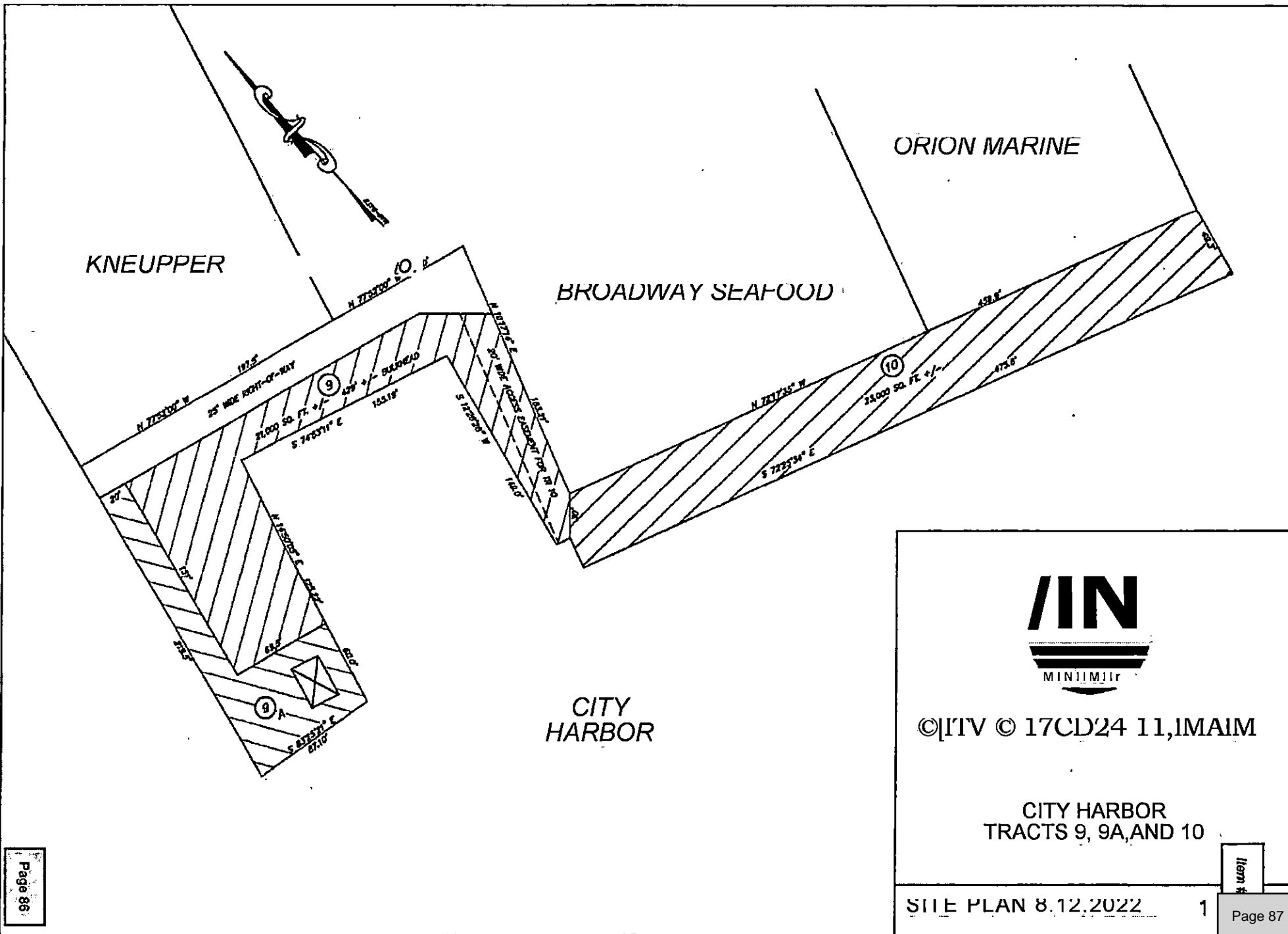
Reference the attached Site Plan of Tracts 9, 9A, and 10.

According to the Valbridge Appraisal Report, we should expect an annual rental rate of \$1.03/SF for Tract 9 and 9A, or an annual rental rate of \$30,000.

Tract 9 is 21,000 sf (\$21,630 annual rate) = \$1,802.50/Mo (*429.4 LF dock equates to \$4.20/LF*)

Tract 9A is 8230 sf (\$8,477 annual rate) = \$706.42/Mo

Combined = \$2,508.92/Mo = \$30,107 annual rate.



©ITV © 17CD24 11,IMAIM

CITY HARBOR
TRACTS 9, 9A, AND 10