



REGULAR PORT COMMISSION MEETING

Tuesday, October 17, 2023 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, OCTOBER 17, 2023 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/89248821739?pwd=R3FBdXFIRDVvWUJDRk1lV010NFRMdz09>

Meeting ID: 892 4882 1739

Passcode: 259278

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 SEPTEMBER 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 - Presenter Jody Weaver
 - b) CRG Limited Phase II Environmental Site Assessment of the Harbor of Refuge Tracts 16, 17 and 17Ar - Presenter Jody Weaver
 - c) Discuss proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2023-2024-01 - 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 SPIRETEK INTERNATIONAL -
PRESENTER JODY WEAVER

NEW BUSINESS

8. DISCUSS PROPOSED REVISION TO NAUTICAL LANDINGS MARINA RULES -
PRESENTER JODY WEAVER

COMMENTS

9. COMMENTS FROM THE COMMISSIONERS.

ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The Port Commission of The City of Port Lavaca, scheduled for **Tuesday, October 17, 2023**, beginning at 10:00 a.m., was posted at city hall, easily accessible to the public, as of **10:00 a.m. Friday, October 13, 2023**.

/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 SEPTEMBER 19, 2023 - REGULAR MEETING



REGULAR PORT COMMISSION MEETING

Tuesday, September 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 September 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
Sue Traylor	Commissioner
Robert Knox	Commissioner
Larry Nichols	Commissioner

And with the following Commissioner absent:

Jaimie O'Neil	Commissioner
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CONSENT AGENDA

1. APPROVAL OF MINUTES

a) MINUTES OF AUGUST 15, 2023 - REGULAR MEETING

Motion made by Commissioner McGuire.

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

THAT, the minutes of the Port Commission, Regular Meeting held on September 19th, 2023, are hereby approved.

Seconded by Commissioner Traylor.

Motion passed by the following vote:

Voting Aye: Alex Davila, Raymond Butler, Mike McGuire, Sue Traylor, Robert Knox, and Larry Nichols.

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 Inspection Report of the Port Commission Special Meeting held on September 19th, 2023, are hereby approved.

Seconded by Commissioner Traylor.

Motion passed by the following vote:

Voting Aye: Alex Davila, Raymond Butler, Mike McGuire, Sue Traylor, Robert Knox, and Larry Nichols.

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 September 19, 2023.

Agenda item discussed.

No action was taken.

4. RECEIVE STATUS REPORTS

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

- Jody Weaver, Interim City Manager advised Commissioners, there is no new information at this time.

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

- Jody Weaver provided the board with a copy of the updated presentation that Mott McDonald shared on September 13th, regarding the project. Mott McDonald had to do some redesign when the Habitat Survey found that there were live oyster reefs conflicting in some areas with the proposed layout. They plan to meet with the COE in October and submit the permit application in November.
- Copies of this report can be found in the September 19, 2023, packet.

c) Restore Project - Presenter Jody Weaver

- Jody Weaver, Interim City Manager advised Commissioners, there is no new information at this time.

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

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

As you recall in April, the Port Commission made a recommendation to Council to solicit bids to replace the culvert in Corporation Ditch under the railroad in the Harbor of Refuge. In June, the City Council approved Urban Engineering Task Order #32 to prepare bid documents. Plans were prepared to install 2 ea. 96" polymer coated Galvanized corrugated pipe. This allows for increased runoff that will come with future development.

We submitted the plans for UPRR review in accordance with our 1971 Track Agreement on 8.09.23.

Bids were opened on Wednesday September 6. Although we were anticipating at least two bids, only one was received from Lester Contracting, Inc. A bid tabulation is attached.

The Base Bid of \$749,850 is for the pipe specification that is specified by Union Pacific (8 Gauge thickness and comes only from Illinois with a lead time of 10-12 weeks). Alternate Bid No. 1 is for an alternate pipe specification that meets railroad E80 loading but is less expensive and is more available with a lead time of 4-6 weeks. We were unable to get any feedback from the railroad regarding the alternate pipe specification prior to bidding, so we bid both alternatives.

Lester Contracting states that once they have the pipe, the actual work will take approximately 30 days.

Our request for approval to use the alternate pipe spec has been submitted to UPRR engineering, but we do not anticipate a response until next week. My contact at UPRR stated that as long as the pipe meets the required E80 loading then it will probably be OK, but it is not his call.

Financial Impact:

The adopted FY 2023-24 Capital Improvement Plan has \$300,000 budgeted for this culvert work, so we will require another \$449,850 or \$339,850 from General Fund Reserves depending upon which alternate we are able to construct.

I have provided the bid tabulation to Helena and asked them to let us know how they can participate financially. They have an internal meeting scheduled for early next week to discuss. City Council voted to table a decision on a construction contract award until September 25 to provide time to hear back from Helena Chemical.

5. RECEIVE STATUS REPORTS ON SPECIAL PROJECTS**a) Status report regarding Voluntary Restoration Project II at the Harbor of Refuge
- Presenter Jody Weaver**

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

As you recall, TCEQ has approved our plan, which was prepared earlier this year by Urban Engineering, to construct a Voluntary Restoration of the shoreline along the east side of the Harbor of Refuge site which had been previously disturbed by a tenant. The attached Draft Opinion of Probable Cost for this project shows a cost of about \$426,000. Staff has proposed that we apply to GLO to use part of our \$9.1M allocation of CDBG-MIT dollars to fund this project.

We recently went out for Engineering RFQ's to select an engineer for this proposed project. A selection committee comprised of myself, Public Works Director Wayne Shaffer and Harbor Master Jim Rudellat reviewed and scored the 7 SOQ's received. The committee scored Urban Engineering the highest for this experience category (B) Shoreline erosion protection/restoration including coordination with TCEQ Municipal Solid Waste.

The City Council approved a resolution Monday night to select Urban Engineering from this RFQ solicitation. We are working with Grant Administrator KSBR on this application which is due on October 20.

Copies of these draft documents can be found in the September 19, 2023, packet.

- Opinion of Probable Cost
- General Location Map
- Restoration Exhibit.

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

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

We received the attached approval letter from TCEQ on August 15. Note in the 4th paragraph that TCEQ states that TRRP Standard B Commercial/Industrial has been attained and no post response action care is required.

TCEQ requires that we establish "institutional control" of the site, in other words memorialize the "commercial/industrial" designation with a deed restriction. They do not want any residential development on these tracts. Attached is the draft Environmental Deed Notice prepared by CRG, which will cover the 74 acres described in the landfill closure document.

Copies of these documents can be found in the September 19, 2023, packet.

- TCEQ Approval of the Affected Property Assessment Report (APAR) Draft copy of the required Environmental Deed Notice

c) Discuss proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2023-2024-01 - Presenter Jody Weaver

Comments from Interim Jody Weaver, Matagorda Bay Mitigation Trust has opened a request for proposals. The project that I have identified is to make some enhancements to the Poor Boy's Bait area. Propose the following:

- Bulkhead in front of Poor Boy's Bait area
- 8 or 10 ft public walkway
- deck for fishing and crabbing
- provide 4 transient public dock spaces – recreational only.
- deck for leisure.

A copy of the handout for Request of Proposals can be found in the September 19, 2023, packet.

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

A) City Harbor

- 1) AIMS Companies have scheduled CCTV to scan storm drains on September 20, 2023.

B) Nautical Landings Building

- 1) June 12, 2023, Barefoot Construction commenced work on the new electric service and siding replacement.
- 2) Received letter from Spiretek International requesting a new lease for 2024. Current Lease expires October 31, 2023

C) Nautical Landings Marina

- 1) Matt Estes boat sank Tuesday May 9, 2023, have contracted to have it refloated.
- 2) Abandon boat – no updates.

- 3) Horizon Environmental has been onsite 18 times since the last PC meeting.

D) Smith Harbor

- 1) Dredge spoils – no updates

E) Harbor of Refuge

- 1) LCI has been hauling fill material & stockpiling.
- 2) Encore Dredging cleaning moving equipment to track 11.
- 3) RR drain culvert replacement bid opening September 6, 2023, received one bid LCI.
- 4) Contacted by Jason Svetlik with Simplot about available property to lease.
- 5) Dredge pipe west shoreline – trying to contact the owner.
**Chairman Alex Davila task Robert Know, Jody Weaver and Jim Rudellat to draft a demand letter.
- 6) Aerial spraying – no updates

Motion made by Commissioner Knox.

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

THAT, Chairman Davila, makes recommendation to propose to Council to eliminate the option to provide Liveboard's at the Nautical Landings Marina.

Seconded by Commissioner McGuire.

Motion passed by the following vote: Voting Aye: Alex Davila, Mike McGuire, Raymond Butler, Sue Traylor, Robert Knox, and Larry Nichols.

Voting Nay: None

RECEIVE REPORTS AND DISCUSS STATUS OF LEASES

**7. DISCUSS NEW LEASE AGREEMENT FOR SPIRETEK INTERNATIONAL
- PRESENTER JODY WEAVER**

Port Commission made a recommendation to staff to add janitorial service to Spiretek's new lease agreement and table until the next Regular Port Commission Meeting on October 17, 2023.

COMMENTS

8. COMMENTS FROM THE COMMISSIONERS.

Agenda item discussed.

No action necessary.

ADJOURNMENT

Commissioner Nichols made a motion to adjourn the meeting.

Commissioner McGuire seconded this motion.

Motion passed by the following vote:

Voting Aye: Alex Davila, Raymond Butler, Mike McGuire, Sue Traylor, Robert Knox, and Larry Nichols.

Voting Nay: None

The meeting was adjourned at 11:50 a.m.

These minutes were approved on October 17, 2023.

ATTEST:

Alex Davila, Chairman

Rachel Garza, Admin. Assistant

COMMUNICATION

SUBJECT: RECEIVE HARBOR MASTER'S INSPECTION / MAINTENANCE REPORT

INFORMATION:

Port Lavaca Port Commission

Monthly Inspection

Month: 17 OCTOBER 2023 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: 31 March 2023, Put disposable oil boom out at south end of harbor where the city storm drain spills in harbor, due to oil coming from drain. 20 SEPTEMBER 2023 AIMS COMPANIES ran CCTV up outfall found Sewer and grease running in to storm drain from sewer.

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 9 OCTOBER 2023 Port Lavaca Plumbing replaced drain pipe Under sink in the bathroom at the Evelyns building.

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & RollersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & FendersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & KeelsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Gates & LocksCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. RailingCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. Cement SlabCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. BulkheadCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission

Monthly Building Inspection

Month: 17 OCTOBER 2023 Location: NLB

1. Building Maintenance:

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: 16 February 2023 Barefoot Construction commenced

Repairs. Build a new cupola, replaced siding at the north end of building and replaced about 30 % of bad deck boards and stained on the deck.

12 June 2023 commenced work 400 amp electrical panel received for new electrical services. 28 JULY 23 AEP connected new electrical service. New siding, fascia, soffit & roof awaiting completion of relocating phone and Cable boxes.

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 & LightsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

7. HVACCondition: **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 & StepsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission Monthly Inspection

Month: 17 OCTOBER 2023 Location: Harbor of Refuge

1. Road

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Rail spur

Condition: Satisfactory Unsatisfactory Not Applicable

Comments: Matt Glaze working on bid package for the drain pipe replacement under the rail spur. 4 AUGUST 23 plans completed 9 AUGUST 23 plans submitted to UP for approval. Awaiting UP approval.

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. PERMITCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

8. Rub Rails & FendersCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

9. Cleats & KevelsCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

10. Gates & LocksCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

11. MulchCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

12. Cement CapCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

13. BulkheadCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

14. CLEAN UPCondition: **Satisfactory** Unsatisfactory Not Applicable

Comments:

Harbor Master: _____

Port Lavaca Port Commission

Monthly Inspection

Month: 17 OCTOBER 2023 Location: NLM / Smith Harbor

1. Gangway

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

2. Decking

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

3. Main Frame & Floats

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

4. Dock Boxes

Condition: Satisfactory Unsatisfactory Not Applicable

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

5. Water Lines, Valves, Etc.

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

6. Electrical & Lights

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

7. Pilings, Guides & Rollers

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

8. Rub Rails & Fenders

Condition: Satisfactory Unsatisfactory Not Applicable

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

9. Cleats & Keels

Condition: Satisfactory Unsatisfactory Not Applicable

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

10. Gates & Locks

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

11. Dredging

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

12. Cement Cap

Condition: Satisfactory Unsatisfactory Not Applicable

Comments:

13. Bulkhead

Condition: Satisfactory Unsatisfactory Not Applicable

Com

Harbor Master: _____

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

							0.65		
Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	BARGE ONLY	RAIL ONLY	TOTAL TARIFF AMOUNT PAID @ \$0.65 PER TON
11/15/2022	ACH PMT	HELENA CHEMICAL	3624.191	0	10/2022	3,624.191	\$2,355.72	\$0.00	\$2,355.72
12/2/2022	ACH PMT	HELENA CHEMICAL	11789.2	0	11/2022	11,789.200	\$7,662.98	\$0.00	\$7,662.98
1/11/2023	ACH PMT	HELENA CHEMICAL	1629.902	0	12/2022	1,629.902	\$1,059.44	\$0.00	\$1,059.44
1/27/2023	ACH PMT	HELENA CHEMICAL	3046.271	1509.621	01/2023	4,555.892	\$1,980.08	\$981.25	\$2,961.33
3/2/2023	ACH PMT	HELENA CHEMICAL	22473.47	756.675	02/2023	23,230.145	\$14,607.76	\$491.84	\$15,099.59
3/28/2023	ACH PMT	HELENA CHEMICAL	2992.468	1864.775	03/2023	4,857.243	\$1,945.10	\$1,212.10	\$3,157.21
4/24/2023	ACH PMT	HELENA CHEMICAL	14395.064	739.625	04/2023	15,134.689	\$9,356.79	\$480.76	\$9,837.55
6/2/2023	ACH PMT	HELENA CHEMICAL	9318.756	0	05/2023	9,318.756	\$6,057.19	\$0.00	\$6,057.19
6/27/2023	ACH PMT	HELENA CHEMICAL	4722.938	0	06/2023	4,722.938	\$3,069.91	\$0.00	\$3,069.91
7/26/2023	ACH PMT	HELENA CHEMICAL	1450.233	0	07/2023	1,450.233	\$942.65	\$0.00	\$942.65
9/11/2023	ACH PMT	HELENA CHEMICAL	7625.856	0	08/2023	7,625.856	\$7,625.86	\$0.00	\$4,956.81
9/28/2023	ACH PMT	HELENA CHEMICAL	7422.329	0	09/2023	7,422.329	\$7,422.33	\$0.00	\$4,824.51
TOTAL			90490.678	4870.696	FY 2022-2023 - TOTAL		\$64,085.80	\$3,165.95	\$67,251.76

99-1810-00

MONTHLY RAIL FEE

Date Received	REPORTING MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
10/27/2022	OCT	ACH	MONTHLY RAIL FEE	\$833.00	10/2022	PAID
11/30/2022	NOV	ACH	MONTHLY RAIL FEE	\$833.00	11/2022	PAID
12/29/2022	DEC	ACH	MONTHLY RAIL FEE	\$833.00	12/2022	PAID
1/4/2023	JAN	ACH	MONTHLY RAIL FEE	\$833.00	01/2023	PAID
1/31/2023	FEB	ACH	MONTHLY RAIL FEE	\$833.00	02/2023	PAID
2/28/2023	MAR	ACH	MONTHLY RAIL FEE	\$833.00	03/2023	PAID
4/4/2023	APR	ACH	MONTHLY RAIL FEE	\$833.00	04/2023	PAID
4/27/2023	MAY	ACH	MONTHLY RAIL FEE	\$833.00	05/2023	PAID
5/30/2023	JUNE	ACH	MONTHLY RAIL FEE	\$833.00	06/2023	PAID
6/27/2023	JULY	ACH	MONTHLY RAIL FEE	\$833.00	07/2023	PAID
7/28/2023	AUG	ACH	MONTHLY RAIL FEE	\$833.00	08/2023	PAID
8/28/2023	SEPT	ACH	MONTHLY RAIL FEE	\$833.00	09/2023	PAID

MONTHLY TARIFF REPORT

DATE: September 14, 2023

REPORTING PERIOD:	September	2023
	(MONTH)	(YEAR)

COMPANY NAME: HELENA AGRI-ENTERPRISES, LLC

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

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

7,422.329 Tons of Fertilizer Barge @ 0.65¢ per ton

(Name Product)

0	Rail	@ 0.65¢ per ton
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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 \$ \$4,824.51 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 14 day of September, 2023

Terminal Manager

(Title)

Trey Franz
(Printed Name)

(Duly Authorized Signature)

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

September 2023

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
AGS 865	UREA	8/22/2023	1,609.923	DRY
MTC 757B	UREA	8/29/2023	1,585.173	DRY
AEP 7026	MAP	9/1/2023	1,443.008	DRY
IN165470	POTASH2	9/7/2023	1,391.050	DRY
IN995462	POTASH2	9/14/2023	1,393.175	DRY

[illegible]

Barge
7,422.329
\$4,824.51
Rail
0.000

BARGE SURVEY

Published: 08/03/23 10:15:44

Vessel ID:	AGS865B	Commodity:	UREA	Empty Survey D/T:	08/02/23 0:00	Complete Date:	08/02/2023
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:	08/02/23 0:00	Release Date:	08/02/23 23:14
Vessel Type:	BARGE	Order No. :	35606718	Placement Date:	07/24/23 7:00	Origin City:	Donaldsonville
Voyage ID:	10739	Surveyor ID:		Start Date:	08/02/23 9:35	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:	35606718	Cust PO No:	CON-2023-2308
Cust/Bill To:	100035	MACROSOURCE LLC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

Freeboard

	Empty	Loaded
Fwd/Bow Port:	11'-7.000"	4'-3.000"
Fwd/BowStar:	11'-8.000"	4'-3.000"
Mid Port:	11'-8.000"	4'-2.000"
Mid Star:	11'-7.000"	4'-2.000"
Aft/Stern Port:	11'-7.000"	4'-3.000"
Aft/Stern Star:	11'-7.000"	4'-2.000"
Mean Freeboard:	11'-7.330"	4'-2.500"
Mean Draft:	1'-4.670"	8'-9.500"
Water Density:	0.996	0.9960
Net Tons:	11.731	1,621.654

Tons Corrected
for Density:

1,609.923

Tank Soundings

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

BARGE SURVEY

Published: 08/08/23 Item #3.

Vessel ID:	MTC757	Commodity:	UREA	Empty Survey D/T:	08/07/23 0:00	Complete Date:	08/07/2023
Wet Dry:	DRY	Equipment Type:	BOX	Loaded Survey D/T:	08/07/23 0:00	Release Date:	08/07/23 10:55
Vessel Type:	BARGE	Order No. :	34616401	Placement Date:	08/07/23 7:00	Origin City:	Donaldsonville
Voyage ID:	10757	Surveyor ID:		Start Date:	08/07/23 2:56	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:	34616401	Cust PO No:	
Cust/Bill To:	100141	KOCH FERTILIZER LLC	
Ship To:	207591	CUSTOMER ARRANGED BARGE	
City/State:			

Freeboard

	Empty	Loaded
Fwd/Bow Port:	11'-7.500"	4'-3.000"
Fwd/Bow Star:	11'-7.500"	4'-3.000"
Mid Port:	11'-7.000"	4'-3.000"
Mid Star:	11'-6.500"	4'-3.000"
Aft/Stern Port:	11'-6.000"	4'-3.000"
Aft/Stern Star:	11'-6.500"	4'-3.000"
Mean Freeboard:	11'-6.830"	4'-3.000"
Mean Draft:	1'-5.170"	8'-9.000"
Water Density:	0.995	0.9950
Net Tons:	2.847	1,588.020
Tons Corrected for Density:		1,585.173

Tank Soundings

Empty						Loaded					
Bow						Bow					
0 Ft. 1.00 In.						0 Ft. 1.00 In.					
Port			Starboard			Port			Starboard		
No. 1:	0 Ft.	0.00 In.	0 Ft.	0.00 In.		No. 1:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	
No. 2:	0 Ft.	0.00 In.	0 Ft.	25.00 In.		No. 2:	0 Ft.	5.00 In.	0 Ft.	0.00 In.	
No. 3:	0 Ft.	0.00 In.	0 Ft.	25.00 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.	1.00 In.	0 Ft.	0.00 In.	
No. 5:	0 Ft.	0.00 In.	0 Ft.	25.00 In.		No. 5:	0 Ft.	5.00 In.	0 Ft.	0.00 In.	
No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.		No. 6:	0 Ft.	0.00 In.	0 Ft.	0.00 In.	
Stern						Stern					
0 Ft. 3.00 In.						0 Ft. 3.00 In.					



DRAFT SURVEY BY DISPLACEMENT

AEP 7026

Barge Type : **RAKE**

Depth =	13.000 ft	Length of Box =	172.250 ft
Beam =	35.000 ft	Bilge Radius =	0.500 ft
Spec Grv =	0.9955 (LIGHT Condition)	Rake Length =	27.750 ft
Spec Grv =	0.9955 (LOADED Condition)	Rake Height =	12.750 ft

LIGHT FREEBOARDS

Fwd Port =	11 ft	2.000 in
Fwd Stbd =	11 ft	0.000 in
Mid Port =	11 ft	4.750 in
Mid Stbd =	11 ft	4.750 in
Aft Port =	11 ft	9.750 in
Aft Stbd =	11 ft	7.500 in

LOADED FREEBOARDS

Fwd Port =	4 ft	6.500 in
Fwd Stbd =	4 ft	3.000 in
Mid Port =	4 ft	5.000 in
Mid Stbd =	4 ft	4.000 in
Aft Port =	4 ft	6.500 in
Aft Stbd =	4 ft	5.000 in

Full Load:

Mean Draft =	8 ft	7.000 in
Volume (Cu. Ft.) =	56,600.526	

Light Barge:

Mean Draft =	1 ft	7.208 in
Volume (Cu. Ft.) =	10,163.517	

Cargo Deadweight:

Pounds =	2,886,016
Short Tons =	1,443.008 ✓
Metric Tons =	1,309.076
Long Tons =	1,288.400

AmSpec MTS Inc.



Tommy L. Prejean, Operations

8/11/2023
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Loading Facility: St Louis
 Shelly
Prepared By: McCallister
 Tabatha
Attn: Bookmiller

Barge ID: IN165470
Load Date 5/20/2023
Load Time 14:20

Railcar #	STN	Product	Customer	CP Date	AP Date
PLCX021640	99.475	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
AEX 025518	99.700	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
AOKX494577	99.550	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
AOKX181518	99.500	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
MOCX494133	99.100	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
MOCX494093	98.800	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
TCMX321174	99.825	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
PLCX020180	99.525	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
AOKX410218	98.275	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
MOCX412042	99.725	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
AOKX009375	99.500	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
MOCX482206	99.525	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
MOCX499137	99.425	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
ITFX330181	99.125	MOP, 60% Crystal Granular	MOSAIC	5/19/2023	5/19/2023
Total	1,391.050 ✓	STN			

Loading Facility: St Louis
 Shelly
Prepared By: McCallister
 Tabatha
Attn: Bookmiller

Barge ID: IN995462
Load Date 5/24/2023
Load Time 16:05

Railcar #	STN	Product	Customer	CP Date	AP Date
NAHX000228	98.925	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
MOCX412388	100.075	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
MOCX479003	99.825	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
AOKX410118	98.575	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
AOKX494450	98.950	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
ITFX466409	97.900	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
MOCX499053	101.150	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
MOCX412032	99.925	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
AOKX244029	98.550	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
FURX828953	100.200	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
CBFX321258	98.625	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
PLCX017005	99.100	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
MOCX499322	101.700	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023
XTRX075891	99.675	MOP, 60% Red Granular	MOSAIC	5/24/2023	5/24/2023

Total 1,393.175 ✓ **STN**

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	PAID @ \$0.10 PER BARREL
11/29/2022	1159283	EQUALIZER, INC.	OIL	/	10/2022	32,424.330	\$3,242.43
1/11/2023	1164810	EQUALIZER, INC.	OIL	/	11/2022	52,978.240	\$5,297.82
1/27/2023	1165940	EQUALIZER, INC.	OIL	/	12/2022	72,185.200	\$7,218.52
2/22/2023	1169217	EQUALIZER, INC.	OIL	/	01/2023	51,425.550	\$5,142.55
3/21/2023	1172029	EQUALIZER, INC.	OIL	/	02/2023	50,414.030	\$5,041.41
4/26/2023	1176422	EQUALIZER, INC.	OIL	/	03/2023	66,110.200	\$6,611.02
5/26/2023	1179992	EQUALIZER, INC.	OIL	/	04/2023	72,043.510	\$7,204.35
6/29/2023	1183886	EQUALIZER, INC.	OIL	/	05/2023	58,158.560	\$5,815.86
8/1/2023	1187558	EQUALIZER, INC.	OIL	/	06/2023	60,497.010	\$6,049.70
8/25/2023	1190372	EQUALIZER, INC.	OIL	/	07/2023	56,371.100	\$5,637.11
9/26/2023	1193839	EQUALIZER, INC.	OIL	/	08/2023	40,867.230	\$4,086.72
		EQUALIZER, INC.	OIL	/	09/2023		

FY 2022-2023 - TOTAL	\$51,623.66
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DAILY DOCK RENTAL

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
11/29/2022	OCTOBER	1159264	MONTHLY DOCK FEE	\$400.00	10/2022	PAID
12/30/2022	NOVEMBER	1162894	MONTHLY DOCK FEE	\$600.00	11/2022	PAID
1/24/2023	DECEMBER	1165848	MONTHLY DOCK FEE	\$800.00	12/2022	PAID
2/22/2023	JANUARY	1169222	MONTHLY DOCK FEE	\$600.00	01/2023	PAID
3/22/2023	FEBRUARY	1172061	MONTHLY DOCK FEE	\$600.00	02/2023	PAID
4/26/2023	MARCH	1176417	MONTHLY DOCK FEE	\$600.00	03/2023	PAID
5/26/2023	APRIL	1179997	MONTHLY DOCK FEE	\$600.00	04/2023	PAID
6/29/2023	MAY	1183887	MONTHLY DOCK FEE	\$600.00	05/2023	PAID
N/A	JUNE	N/A	MONTHLY DOCK FEE	N/A	06/2023	N/A
8/4/2023	JULY	1188002	MONTHLY DOCK FEE	\$400.00	07/2023	PAID
8/22/2023	AUGUST	1190227	MONTHLY DOCK FEE	\$400.00	08/2023	PAID
	SEPTEMBER		MONTHLY DOCK FEE		09/2023	

CITY OF PORT LAVACA PORT COMMISSION

MONTHLY TARIFF REPORT

DATE: 8/31/2023

REPORTING PERIOD: AUGUST 2023
(MONTH) (YEAR)

COMPANY NAME: EQUALIZER INC

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

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

____ Tons of Fertilizer BARGE @ 0.65¢ per ton
(Name Product)

40,867.23 Barrels of Crude Oil CRUDE OIL @ 0.010¢ per barrel
(Name Product)

____ Sacks of Oysters _____ @ 0.10¢ per sack

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of \$ 4,086.72 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 31 day of AUGUST, 2023.

COMPTROLLER
(Title)

MARY MILLER
(Printed Name)

(Duly Authorized Signature)

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

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

From : Camlin Cargo Control
To : GulfMark Energy Inc.

Item #3.

Attn : Paul Migala / GulfMark Energy Inc.
Shelly Smith / GulfMark Energy Inc.

paulm@gulfmarkenergy.com
shellys@gulfmarkenergy.com

Load RECAP - Original

Product : CRUDE OIL
Vessel : MM - 90 & 97B
Location : Gulfmark -Port Lavaca, TX
Tank(s) - 2 | 1
Date : 25-AUG-2023
File NA° : PVI-13019
Ref. NA° : ER230801

Sequence: 1

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 19,444.67
Free Water 0.00
GSV

Barrels @ 60 °F 19,444.67
Gallons @ 60 °F 816,676.14

Long Tons - Air 2,760.959
Metric Tons - Air 2,805.264
Short Tons - Air 3,092.274
Kilograms - Air 2,805,264.0
Pounds - Air 6,184,548.0

API Gravity @ 60 °F (C) 24.1

NSV

Barrels @ 60 °F 19,436.03
Gallons @ 60 °F 816,313.26

Long Tons - Air 2,759.732
Metric Tons - Air 2,804.018
Short Tons - Air 3,090.900
Kilograms - Air 2,804,018.0
Pounds - Air 6,181,800.0

S&W % 0.044**
S&W Vol. 8.64
S&W Source

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

Total Vessel Quantities

Vessel : MM - 90
TCV, Bbls @ 60 °F 19,625.96
Free Water 0.00

From : Camin Cargo Control
To : GulfMark Energy Inc.

Item #3.

Attn : Paul Migala / GulfMark Energy Inc.
Shelly Smith / GulfMark Energy Inc.

paulm@gulfmarkenergy.com
shellys@gulfmarkenergy.com

Load RECAP - Original

Product

: CRUDE OIL

Vessel

: FMT - 3060

Location

: Gulfmark -Port Lavaca, TX

Tank(s) - 2 | 1

Date

: 05-AUG-2023

File NA°

: PVI-13011

Ref. NA°

: VG230801

QUANTITIES - CRUDE OIL

Total Load Quantities - Based on Shore Figures

TCV, Barrels @ 60 °F 21,437.51
Free Water 0.00
GSV

Barrels @ 60 °F 21,437.51
Gallons @ 60 °F 900,375.42

Long Tons - Air 3,040.863
Metric Tons - Air 3,097.790
Short Tons - Air 3,414.728
Kilograms - Air 3,097,790.0
Pounds - Air 6,829,456.0

API Gravity @ 60 °F (C) 23.9

NSV

Barrels @ 60 °F 21,431.20
Gallons @ 60 °F 900,110.40

Long Tons - Air 3,047.967
Metric Tons - Air 3,096.878
Short Tons - Air 3,413.723
Kilograms - Air 3,096,878.0
Pounds - Air 6,827,447.0

S&W % 0.029**
S&W Vol. 6.31
S&W Source

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

Total Vessel Quantities

Vessel : FMT - 3060

TCV, Bbls @ 60 °F 21,496.99
Free Water 0.00
GSV

ACTIVE ACCOUNT AGING REPORT

10/13/2023

Item #3.

ACCOUNT NO#	----- NAME -----	LAST PAY	CURRENT	1 MONTHS	2 MONTHS	3 MONTHS	4 MONTHS	- -BALANCE--
99-1415-00		6/9/2023	1,196.85CR					1,196.85CR
99-1733-02		10/6/2023	178.46CR					178.46CR
99-1734-00		10/3/2023						0
99-1745-00		9/16/2022					PENDING DECISION	
99-1745-01		10/5/2023	30.75					30.75
99-1746-00		9/16/2022					PENDING DECISION	
99-1746-01		10/5/2023	36.9					36.9
99-1783-00		10/11/2023						0
99-1800-01		10/2/2023						0
99-1801-01		9/1/2023	300					300
99-1810-00		9/26/2023	581.69CR					581.69CR
99-1883-00		10/2/2023	438.09					438.09
99-1893-00		10/2/2023						0
99-1909-01		10/3/2023	579.10CR					579.10CR
99-1913-02		9/11/2023	693.13					693.13
99-1923-06		9/29/2023	116.56CR					116.56CR
99-1930-01		9/22/2023	31.39CR					31.39CR
99-1931-07		10/11/2023	49.67CR					49.67CR
99-1932-06		10/11/2023	49.67CR					49.67CR
99-1933-03		9/26/2023	71.58					71.58
99-1963-04		10/2/2023						0
99-1973-06		10/4/2023						0
99-1983-09		9/29/2023						0
99-1993-04		9/29/2023						0
99-2003-04		10/2/2023	0.22CR					0.22CR
99-2013-09	1	8/3/2022	264.6	264.6	291.06	264.6	2,672.46	3,757.32
99-2043-07		10/2/2023						0
99-2053-11		8/31/2023						0
99-2063-10		10/2/2023	0.1					0.1
99-2103-07		10/2/2023						0
99-2153-04		10/2/2023						0
99-2163-03		10/2/2023						0
99-2193-07		9/29/2023						0
99-2213-04		10/2/2023						0
99-2233-07	2	9/11/2023	228.9	228.9	176.39			634.19
99-2253-07		9/14/2023	228.9					228.9
99-2313-14		10/2/2023						0
99-2421-07		10/2/2023						0
99-2433-04	3	6/1/2023				252.3	846.9	1,099.20
99-2443-05		10/2/2023						0
99-2453-09	4	6/1/2023				252.3	1,099.20	1,351.50
99-2453-10		9/1/2023						0
99-2481-05		10/2/2023						0
99-2543-09		10/2/2023						0
99-2573-06		9/27/2023	319.20CR					319.20CR

=====	=====	=====	=====	=====	=====	=====	=====	=====
**** BOOK # :	0099	TOTAL ACCOUNTS	: 45	809.86CR	493.5	467.45	769.2	50134.21
								51054.5

1 - 99-2013-09 / Waiting on 3rd letter to be returned.

2 - 99-2233-07 / Mailed Demand Letter

3 - 99-2433-04 / Bad Debt Collector

4 - 99-2453-09 / Bad Debt Collector

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-101258 ACE HARDWARE	C-179734	504 51000542.03	R & M- BUILDING : RETURN		63901	-\$5.18
01-101258 ACE HARDWARE	I-178340	504 51000526.01	GENERAL SAFETY : CUT KEYS		63685	\$6.87
01-101258 ACE HARDWARE	I-179670	504 51000542.03	R & M- BUILDING : BATTERY		63901	\$58.33
VENDOR TOTALS						\$60.02
01-103058 BAREFOOT, MARK E.	I-001998-6	504 51000562.03	CE- BUILDING : STRUCTURE / ELECTRIC REPAIR		63798	\$20,698.83
01-103058 BAREFOOT, MARK E.	I-002046	504 51000562.03	CE- BUILDING : STRUCTURE / ELECTRIC REPAIR		63798	\$4,875.99
01-103058 BAREFOOT, MARK E.	I-002046	504 51000562.03	CE- BUILDING : STRUCTURE / ELECTRIC REPAIR		63798	\$4,065.01
VENDOR TOTALS						\$29,639.83
01-102565 CARD SERVICE CENTER	I-0305/082023	504 51000521.01	OFFICE : EYEGLASS REPAIR		469	\$408.95
VENDOR TOTALS						\$408.95
01-101609 COASTAL OFFICE PRODUCT	I-OE-QT-24386-1	504 51000521.01	OFFICE : CHAIRMAT		63809	\$104.82
VENDOR TOTALS						\$104.82
01-104071 ENTERPRISE FM TRUST	I-FBN4804405	504 51000544.55	R & M- VEHICLE : PORT COMMISSION		63712	\$40.83
01-104071 ENTERPRISE FM TRUST	I-FBN4804405	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT		63712	\$957.83
01-104071 ENTERPRISE FM TRUST	I-FBN4821747	504 51000544.55	R & M- VEHICLE : PORT COMMISSION		63819	\$40.83
01-104071 ENTERPRISE FM TRUST	I-FBN4821747	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT		63819	\$957.83
VENDOR TOTALS						\$1,997.32
01-102882 FRONTIER SOUTHWEST, INC.	I-18830907065/082023	504 51000536.02	TELEPHONE : PHONE CHARGES AUGUST 2023		63717	\$130.91
01-102882 FRONTIER SOUTHWEST, INC.	I-18830907065/092023	504 51000536.02	TELEPHONE : PHONE CHARGES SEPTEMBER 2023		63929	\$138.56
VENDOR TOTALS						\$269.47

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-102645 GEXA ENERGY, LP.	I-33696522-4	504 51000536.01		ELECTRICITY : ELECTRICITY SERVICES AUGUST 2023	63826	\$2,977.53
				AC/BAY LIMITED		\$189.67
				LIGHT/BAY LIMITED & AC/DAYROOM & HARBOR MASTER		\$133.41
				SPIRETECH		\$171.04
				AC/EDWARD JONES & SOMETHING MORE		\$0.00
				LIGHTS/DAYROOM, HARBOR MASTER		\$0.00
				SUB PANEL/EDWARD JONES		\$234.65
				PL PLUMBING, G4S, & CONF. ROOM		\$349.27
				NL MARINA BUILDING FLOOD LIGHT		\$53.91
				NL BOAT SLIPS		\$973.11
				HARBOR OF REFUGE		\$0.00
				HARBOR OF REFUGE FLOOD LIGHT		\$872.47
				CITY HARBOR		\$0.00
				VENDOR TOTALS		\$2,977.53
01-102016 MARVELOUS GARDENS INC.	I-11319	504 51000533.14		CONTRACTED SERVICES : HERBICIDE CONTROL	63732	\$95.00
				VENDOR TOTALS		\$95.00
01-100334 PORT LAVACA, CITY OF	I-202308240364	504 51000523.03		CLEANING & JANITORIAL : CLEANING SUPPLIES	63745	\$14.96
				VENDOR TOTALS		\$14.96
01-104355 PORT LAVACA PLUMBING	I-000057	504 51000542.25		R & M- BUILDING : REPAIR TO TOILET - CAP OFF VENT PIPE	63859	\$149.00
				VENDOR TOTALS		\$149.00
01-101749 RICHARD A LEWIS	I-000014	504 51000542.25		R & M- BUILDING : REPAIR TO NAUTICAL LANDING	63746	\$405.00
				VENDOR TOTALS		\$405.00

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-100335 PORT LAVACA, CITY OF	I-07/2023	504 51000536.03	WATER : WATER / SEWER JULY 2023		63748	\$1,425.30
01-100335 PORT LAVACA, CITY OF	I-08/2023	504 51000536.03	WATER : WATER / SEWER AUGUST 2023		63863	\$751.53
VENDOR TOTALS						\$2,176.83
01-100373 QUILL CORPORATION	I-34436587	504 51000521.01	OFFICE : TAPE		63866	\$18.79
VENDOR TOTALS						\$18.79
01-102309 REPUBLIC SERVICES #847	I-0847-001290078	504 51000533.14	CONTRACTED SERVICES : CONTAINER - PORT COMMISSION		63867	\$271.76
VENDOR TOTALS						\$271.76
01-100925 ULINE	I-167538552	504 51000544.50	R & M- FURNITURE & EQUIPMENT : TABLES		63767	\$1,486.54
VENDOR TOTALS						\$1,486.54
01-102621 UNIFIRST CORPORATION	I-2680032970	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		63879	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680033669	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		63879	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680034375	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		63879	\$50.42
01-102621 UNIFIRST CORPORATION	I-2680035084	504 51000523.03	CLEANING & JANITORIAL : CLEANING SUPPLIES		63957	\$111.36
VENDOR TOTALS						\$262.62
01-102014 VERIZON WIRELESS	I-9942187459	504 51000536.02	TELEPHONE : CELL PHONE CHARGES		63773	\$40.18
01-102014 VERIZON WIRELESS	I-9944590534	504 51000536.02	TELEPHONE : CELL PHONE CHARGES		63962	\$40.18
VENDOR TOTALS						\$80.36

REPORT GRAND TOTAL: \$40,418.80

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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
REVENUE SUMMARY								
USER & SERVICE CHARGES	705,843	705,843	0	54,560.08	691,986.27	0.00	13,856.73	98.04
FINES & FORFEITURES	12,000	12,000	0	0.00	4,638.38	0.00	7,361.62	38.65
OTHER REVENUE	6,666	6,666	0	2,901.56	26,299.15	0.00	(19,633.15)	394.53
GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	57,461.64	722,923.80	0.00	1,015,577.20	41.58
EXPENDITURE SUMMARY								
TECHNOLOGY SERVICES	1,500	1,500	0	0.00	1,328.84	0.00	171.16	88.59
CITY HARBOR	17,000	17,000	0	0.00	9,471.55	0.00	7,528.45	55.72
HARBOR OF REFUGE	125,000	125,000	0	1,045.00	84,290.46	45,753.57	(5,044.03)	104.04
SMITH HARBOR	51,000	51,000	0	0.00	6,219.16	1,716.93	43,063.91	15.56
NAUTICAL LANDINGS MARINA	15,000	15,000	0	1,442.00	7,640.07	0.00	7,359.93	50.93
OPERATIONS	1,856,044	1,856,044	0	176,491.68	606,395.03	0.00	1,249,648.97	32.67
NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00	(66.52)	0.00
TOTAL EXPENDITURES	2,065,544	2,065,544	0	178,978.68	715,411.63	47,470.50	1,302,661.87	36.93
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	(121,517.04)	7,512.17	(47,470.50)	(287,084.67)	12.22

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

104-PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
136.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	4,063.19	73,527.04	0.00	41,472.96	63.94
136.09 HOR - DAILY DOCK RENTAL	5,000	5,000	0	400.00	61,000.00	0.00	56,000.00	1,220.00
136.10 HOR - RENTAL	18,043	18,043	0	0.00	4,296.06	0.00	13,746.94	23.81
136.11 HOR - DOCK LEASES	280,000	280,000	0	20,911.01	244,409.19	0.00	35,590.81	87.29
136.12 TARIFFS	110,000	110,000	0	13,868.04	123,332.38	0.00	13,332.38	112.12
136.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	432.80	0.00	67.20	86.56
136.21 N L-DOCK LEASE	80,000	80,000	0	6,923.30	84,505.53	0.00	4,505.53	105.63
136.22 N L -BLDG LEASE	73,600	73,600	0	6,719.54	80,008.27	0.00	6,408.27	108.71
136.23 N L - BLDG RENTAL	4,500	4,500	0	0.00	550.00	0.00	3,950.00	12.22
136.24 SMITH HARBOR RENT	19,200	19,200	0	1,675.00	19,925.00	0.00	725.00	103.78
TOTAL USER & SERVICE CHARGES	705,843	705,843	0	54,560.08	691,986.27	0.00	13,856.73	98.04
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	12,000	12,000	0	0.00	4,638.38	0.00	7,361.62	38.65
TOTAL FINES & FORFEITURES	12,000	12,000	0	0.00	4,638.38	0.00	7,361.62	38.65
OTHER REVENUE								
451.01 INTEREST INCOME	6,066	6,066	0	1,901.56	22,827.75	0.00	16,761.75	376.32
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	2,095.65	0.00	2,095.65	0.00
459.71 WASHER-DRYER INCOME	600	600	0	0.00	375.75	0.00	224.25	62.63
459.90 MISCELLANEOUS	0	0	0	1,000.00	1,000.00	0.00	1,000.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	6,666	6,666	0	2,901.56	26,299.15	0.00	19,633.15	394.53
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	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN- 206 FARM FUND	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL REVENUES	1,738,501	1,738,501	0	57,461.64	722,923.80	0.00	1,015,577.20	41.58

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

04-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								
0070536.504 CABLE & INTERNET	1,500	1,500	0	0.00	1,328.84	0.00	171.16	88.59
TOTAL SERVICES	1,500	1,500	0	0.00	1,328.84	0.00	171.16	88.59
TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	0.00	1,328.84	0.00	171.16	88.59

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

04-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	15,000	15,000	0	0.00	8,250.00	0.00	6,750.00	55.00
TOTAL SERVICES	15,000	15,000	0	0.00	8,250.00	0.00	6,750.00	55.00
MAINTENANCE								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	116.59	0.00	883.41	11.66
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	1,104.96	0.00	104.96	110.50
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	1,221.55	0.00	778.45	61.08
TOTAL CITY HARBOR	17,000	17,000	0	0.00	9,471.55	0.00	7,528.45	55.72

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

04-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
SERVICES								
0820533.20 CONTRACTED SERV- HOR	25,000	25,000	0	0.00	49,853.83	10,753.57 (	35,607.40)	242.43
TOTAL SERVICES	25,000	25,000	0	0.00	49,853.83	10,753.57 (	35,607.40)	242.43
MAINTENANCE								
0820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	1,045.00	34,436.63	35,000.00	30,563.37	69.44
TOTAL MAINTENANCE	100,000	100,000	0	1,045.00	34,436.63	35,000.00	30,563.37	69.44
TOTAL HARBOR OF REFUGE	125,000	125,000	0	1,045.00	84,290.46	45,753.57 (	5,044.03)	104.04

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

004-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	50,000	50,000	0	0.00	6,219.16	1,716.93	42,063.91	15.87
TOTAL SERVICES	50,000	50,000	0	0.00	6,219.16	1,716.93	42,063.91	15.87
MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL SMITH HARBOR	51,000	51,000	0	0.00	6,219.16	1,716.93	43,063.91	15.56

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

04-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	10,000	10,000	0	1,442.00	6,942.00	0.00	3,058.00	69.42
TOTAL SERVICES	10,000	10,000	0	1,442.00	6,942.00	0.00	3,058.00	69.42
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- INSFRAS- NL MAR	3,000	3,000	0	0.00	698.07	0.00	2,301.93	23.27
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	698.07	0.00	4,301.93	13.96
TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	1,442.00	7,640.07	0.00	7,359.93	50.93

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

104-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	75,966	75,966	0	8,751.52	75,969.84	0.00 (	3.84)	100.01
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	4,515	4,515	0	435.52	5,567.26	0.00 (	1,052.26)	123.31
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	511.95	4,489.74	0.00 (	29.74)	100.67
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	1,026.46	11,511.45	0.00 (	565.45)	105.17
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,684.21	0.00	115.79	93.57
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	98,187	98,187	0	10,725.45	99,222.50	0.00 (	1,035.50)	101.05
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,200	1,200	0	533.82	1,460.96	0.00 (	260.96)	121.75
51000523.03 CLEANING & JANITORIAL	10,500	10,500	0	262.62	9,462.84	0.00	1,037.16	90.12
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	5,000	5,000	0	0.00	199.14	0.00	4,800.86	3.98
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	0.00	154.96	0.00	145.04	51.65
51000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	393.97	0.00 (	393.97)	0.00
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	1,629.90	0.00	370.10	81.50
TOTAL MATERIALS & SUPPLIES	19,000	19,000	0	796.44	13,301.77	0.00	5,698.23	70.01
SERVICES								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	568.76	0.00 (	68.76)	113.75
51000531.04 DUES, SUBSCR., & PUBLI	5,700	5,700	0	0.00	199.95	0.00	5,500.05	3.51
51000532.01 AUDIT FEES	3,500	3,500	0	0.00	5,100.00	0.00 (	1,600.00)	145.71
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	15,000	15,000	0	0.00	1,458.33	0.00	13,541.67	9.72
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	271.76	15,226.49	0.00	8,773.51	63.44
51000535.01 GENERAL LIABILITY INSU	2,819	2,819	0	0.00	3,547.76	0.00 (	728.76)	125.85
51000535.10 WINDSTORM INS	21,681	21,681	0	0.00	5,835.65	0.00	15,845.35	26.92
51000535.11 FLOOD INS	1,700	1,700	0	0.00	1,792.00	0.00 (	92.00)	105.41
51000536.01 ELECTRICITY	26,955	26,955	0	2,977.53	24,814.19	0.00	2,140.81	92.06
51000536.02 TELEPHONE	2,000	2,000	0	178.74	2,088.47	0.00 (	88.47)	104.42
51000536.03 WATER	3,300	3,300	0	751.53	5,403.68	0.00 (	2,103.68)	163.75
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	107,155	107,155	0	4,179.56	66,035.28	0.00	41,119.72	61.63
MAINTENANCE								
51000541.02 LANDSCAPING	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000542.03 R & M- BUILDING	0	0	0	53.15	192.14	0.00 (	192.14)	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	11,000	11,000	0	149.00	4,300.53	0.00	6,699.47	39.10
51000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22 R & M- BUILD (CITY HAR	0	0	0	0.00	28.96	0.00 (	28.96)	0.00
51000544.50 R & M- FURNITURE & EQU	6,000	6,000	0	0.00	2,552.36	0.00	3,447.64	42.54
51000544.55 R & M- VEHICLES & TRAI	500	500	0	40.83	512.43	0.00 (	12.43)	102.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

304-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		35,200	35,200	0	242.98	7,586.42	0.00	27,613.58	21.55
SUNDRY									
51000551.11	VEHICLE LEASES	13,992	13,992	0	957.83	8,739.05	0.00	5,252.95	62.46
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	65,121	65,121	0	5,426.75	65,121.00	0.00	0.00	100.00
51000553.02	XFER OUT- FD 310- '08	124,813	124,813	0	99,893.52	124,813.00	0.00	0.00	100.00
51000553.05	XFER OUT- FD 322 - 201	130,576	130,576	0	24,629.32	130,576.00	0.00	0.00	100.00
51000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65	XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80	XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY		334,502	334,502	0	130,907.42	329,249.05	0.00	5,252.95	98.43
CAPITAL EXPENDITURES									
51000561.02	CE- LAND & IMPROVEMENT	0	0	0	0.00	1,590.00	0.00	(1,590.00)	0.00
51000562.03	CE- BUILDING & IMPROV	95,000	95,000	0	29,639.83	89,410.01	0.00	5,589.99	94.12
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		1,262,000	1,262,000	0	29,639.83	91,000.01	0.00	1,170,999.99	7.21
TOTAL OPERATIONS									
		1,856,044	1,856,044	0	176,491.68	606,395.03	0.00	1,249,648.97	32.67

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

Item #3.

504-PORT & HARBORS FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
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	36.98	0.00 (	36.98)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	29.54	0.00 (	29.54)	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	66.52	0.00 (	66.52)	0.00
<hr/>								
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
<hr/>								
TOTAL NON DEPARTMENTAL	0	0	0	0.00	66.52	0.00 (	66.52)	0.00
<hr/>								
TOTAL EXPENDITURES	2,065,544	2,065,544	0	178,978.68	715,411.63	47,470.50	1,302,661.87	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	(327,043)	(327,043)	0	(121,517.04)	7,512.17	(47,470.50)	(287,084.67)	12.22
<hr/>								
*** END OF REPORT ***								

504-PORT & HARBORS FUND

ACCOUNT# TITLE

ASSETS

=====

111.21	CLAIM ON CONS CASH	273,263.49
112.11.6001	INVESTMENTS-LOGIC	273,765.70
113.22	ALLOWANCE FOR UNCOLLECT(	14,575.43)
113.24	UNAPPLIED CREDITS (	4,375.02)
113.27	PTC ACCTS RECEIVABLE (UB	74,367.57
113.27.1004	ACCTS REC-HARBOR OF REFU	1,160,520.00
116.01.0001	PREPAID INSURANCE	30,333.94
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)

9,749,238.46

273,263.49+
273,765.70+
002
547,029.19*

TOTAL ASSETS

9,749,238.46

LIABILITIES

=====

207.21	CUSTOMER DEPOSIT (	50.00)
211.10	AP PENDING (DUE TO CONS	2,245.28
211.99	YMCA (	4.35)
212.30	ACCRUED VACATION	5,055.84
213.01	BOND PREMIUM (SERIES '18	82,933.89
215.90	DEFERRED REVENUE-OTHER	3,700.00
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	319.20
221.20	BONDS PAYABLE NON-CURREN	1,745,000.00

3,179,719.86

TOTAL LIABILITIES

3,179,719.86

FUND EQUITY/BALANCE

=====

504-PORT & HARBORS FUND

ACCOUNT#	TITLE	
320.07	ENCUMBRANCES (	210,767.23)
320.08	RESERVE FOR ENCUMBRANCES	210,767.23
320.09	PRIOR YEAR ENCUMBRANCE	156,670.66
320.10	PRIOR YEAR RESERV/ENC (	156,670.66)
320.60	FUND BALANCE COMMITTED	90,552.00
320.65	NET INVEST. IN CAPITAL A	3,393,536.00
320.98	FUND BALANCE UNRESV	3,077,918.43
TOTAL FUND EQUITY/BALANCE		6,562,006.43
TOTAL REVENUES		722,923.80
TOTAL EXPENSES		715,411.63
EXCESS REVENUES OVER EXPENDITURES		7,512.17
TOTAL LIABILITIES & FUND EQUITY/BALANCE		9,749,238.46

210-PORT COMMISSION PROJECTS

ACCOUNT#	TITLE		
ASSETS			
<hr/>			
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	
		<hr/>	120,000.00
			<hr/>
TOTAL ASSETS			120,000.00
			<hr/>
LIABILITIES			
<hr/>			
		<hr/>	0.00
			<hr/>
TOTAL LIABILITIES			0.00
			<hr/>
FUND EQUITY/BALANCE			
<hr/>			
320.07	ENCUMBRANCES (	1,124,330.36)	
320.08	RESERVE FOR ENCUMBRANCES	1,124,330.36	
		<hr/>	0.00
TOTAL FUND EQUITY/BALANCE			<hr/>
TOTAL REVENUES		120,000.00	
TOTAL EXPENSES		0.00	
		<hr/>	
EXCESS REVENUES OVER EXPENDITURES			120,000.00
			<hr/>
TOTAL LIABILITIES & FUND EQUITY/BALANCE			120,000.00
			<hr/>

310-08 PC DEBT SERVICE

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	88,806.93	
			88,806.93
	TOTAL ASSETS		88,806.93

LIABILITIES

212.60	ACCRUED BOND INTEREST	3,824.00	
			3,824.00
	TOTAL LIABILITIES		3,824.00

FUND EQUITY/BALANCE

320.01	FUND BAL-RSRV'D/DEBT SER	24,244.46	
320.10	PRIOR YEAR RESERV/ENC (	1,320.75)	
320.98	FUND BALANCE UNRESV	60,201.63	
	TOTAL FUND EQUITY/BALANCE		83,125.34
	TOTAL REVENUES	126,420.09	
	TOTAL EXPENSES	124,562.50	
	EXCESS REVENUES OVER EXPENDITURES		1,857.59
	TOTAL LIABILITIES & FUND EQUITY/BALANCE		88,806.93

322-SERIES 2018 DEBT SERVICE

ACCOUNT# TITLE

ASSETS

111.21	CLAIM ON CONS CASH	267.46	
			267.46
	TOTAL ASSETS		267.46

LIABILITIES

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

FUND EQUITY/BALANCE

320.98	FUND BALANCE	(6,803.14)	
	TOTAL FUND EQUITY/BALANCE		(6,803.14)

TOTAL REVENUES	130,577.60
TOTAL EXPENSES	130,575.00

EXCESS REVENUES OVER EXPENDITURES	2.60
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TOTAL LIABILITIES & FUND EQUITY/BALANCE	267.46
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Port Commission Snapshot

	July	August	September	FYTD	
City Harbor					
Revenue	\$ 4,015.19	\$ 11,463.19	\$ 4,063.19	\$ 73,527.04	
Expenses	\$ 2,896.78	\$ 1,901.21	\$ 2,250.03	\$ 33,260.18	
Gain / (Loss)	<u>\$ 1,118.41</u>	<u>\$ 9,561.98</u>	<u>\$ 1,813.16</u>	<u>\$ 40,266.86</u>	
Harbor of Refuge					
Revenue	\$ 22,253.66	\$ 45,597.82	\$ 35,179.05	\$ 437,626.66	
Expenses	\$ 10,557.37	\$ 20,741.43	\$ 12,494.04	\$ 201,815.21	
Gain / (Loss)	<u>\$ 11,696.29</u>	<u>\$ 24,856.39</u>	<u>\$ 22,685.01</u>	<u>\$ 235,811.45</u>	
Nautical Landings					
Revenue	\$ 13,633.32	\$ 12,791.97	\$ 14,642.84	\$ 169,017.35	
Expenses	\$ 9,991.04	\$ 10,927.55	\$ 9,553.35	\$ 122,251.89	
Gain / (Loss)	<u>\$ 3,642.28</u>	<u>\$ 1,864.42</u>	<u>\$ 5,089.49</u>	<u>\$ 46,765.46</u>	
Smith Harbor					
Revenue	\$ 1,665.00	\$ 1,665.00	\$ 1,675.00	\$ 19,925.00	
Expenses	\$ 1,962.98	\$ 438.20	\$ 518.59	\$ 11,695.34	
Gain / (Loss)	<u>\$ (297.98)</u>	<u>\$ 1,226.80</u>	<u>\$ 1,156.41</u>	<u>\$ 8,229.66</u>	
Total Gain / (Loss)	<u>\$ 16,158.99</u>	<u>\$ 39,325.07</u>	<u>\$ 32,645.63</u>	<u>\$ 331,073.43</u>	\$ 722,923.80

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

Cash Profit and Loss Statement

	July	August	September	FYTD
City Harbor				
Dock Lease	\$ 4,015.19	\$ 11,463.19	\$ 4,063.19	\$ 73,527.04
Oyster Tarrifs	\$ -	\$ -	\$ -	\$ -
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total City Harbor	\$ 4,015.19	\$ 11,463.19	\$ 4,063.19	\$ 73,527.04
Harbor of Refuge				
Tarrifs				
Oil	\$ -	\$ 11,686.81	\$ 4,086.72	\$ 61,268.96
Fertilizer	\$ 942.65	\$ -	\$ 9,781.32	\$ 61,984.89
Oyster	\$ -	\$ -	\$ -	\$ 78.53
Rentals				
Daily Dock Rental	\$ 400.00	\$ 13,000.00	\$ 400.00	\$ 61,000.00
Dock Rentals	\$ -	\$ -	\$ -	\$ 4,296.06
Dock Leases	\$ 20,911.01	\$ 20,911.01	\$ 20,911.01	\$ 244,409.19
Late Payment Penalties	\$ -	\$ -	\$ -	\$ 4,589.03
Total Harbor of Refuge	\$ 22,253.66	\$ 45,597.82	\$ 35,179.05	\$ 437,626.66
Nautical Landings				
Dock Rent	\$ -	\$ 352.80	\$ -	\$ 432.80
Dock Lease	\$ 6,810.20	\$ 5,742.20	\$ 6,923.30	\$ 84,505.53
Building Lease	\$ 6,673.12	\$ 6,647.62	\$ 6,719.54	\$ 80,008.27
Building Rentals	\$ 150.00	\$ -	\$ -	\$ 550.00
Washer-Dryer	\$ -	\$ -	\$ -	\$ 375.75
Miscellaneous	\$ -	\$ -	\$ 1,000.00	\$ 3,095.65
Late Payment Penalties	\$ -	\$ 49.35	\$ -	\$ 49.35
Auction Proceeds	\$ -	\$ -	\$ -	\$ -
Total Nautical Landings	\$ 13,633.32	\$ 12,791.97	\$ 14,642.84	\$ 169,017.35
Smith Harbor				
Rent	\$ 1,665.00	\$ 1,665.00	\$ 1,675.00	\$ 19,925.00
Late Payment Penalties	\$ -	\$ -	\$ -	\$ -
Total Smith Harbor	\$ 1,665.00	\$ 1,665.00	\$ 1,675.00	\$ 19,925.00
Interest Income	\$ 1,678.78	\$ 1,815.47	\$ 1,901.56	\$ 22,827.75
Total Income	\$ 43,245.95	\$ 73,333.45	\$ 57,461.64	\$ 722,923.80

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

Cash Profit and Loss Statement

Item #3.

	July	August	September	FYTD	
City Harbor					
Overhead Allocation	\$ 1,791.82	\$ 1,901.21	\$ 2,250.03	\$ 23,759.67	
R&M Infrastructure	\$ -	\$ -	\$ -	\$ 116.59	
R&M Building	\$ 1,104.96	\$ -	\$ -	\$ 1,133.92	
Contracted Services	\$ -	\$ -	\$ -	\$ 8,250.00	
Total City Harbor	\$ 2,896.78	\$ 1,901.21	\$ 2,250.03	\$ 33,260.18	
Harbor of Refuge					
Overhead Allocation	\$ 8,422.72	\$ 8,936.92	\$ 10,576.57	\$ 111,685.70	
Electricity	\$ 504.65	\$ 504.51	\$ 872.47	\$ 5,839.05	
R&M Infrastructure	\$ 1,630.00	\$ 11,300.00	\$ 1,045.00	\$ 34,436.63	
Contracted Services	\$ -	\$ -	\$ -	\$ 49,853.83	
Total Harbor of Refuge	\$ 10,557.37	\$ 20,741.43	\$ 12,494.04	\$ 201,815.21	
Nautical Landings					
Overhead Allocation	\$ 3,455.78	\$ 3,666.75	\$ 4,339.49	\$ 45,823.78	
Cable & Internet	\$ 118.44	\$ 244.88	\$ -	\$ 1,328.84	
R&M Building	\$ 710.00	\$ 603.99	\$ 202.15	\$ 4,492.67	
R&M Infrastructure	\$ 488.07	\$ 210.00	\$ -	\$ 698.07	
R&M Furniture & Equip	\$ -	\$ 1,486.54	\$ -	\$ 2,552.36	
Cleaning & Janitorial	\$ 1,068.25	\$ 766.22	\$ 262.62	\$ 9,462.84	
Lighting & Decoration	\$ 1,629.90	\$ -	\$ -	\$ 1,629.90	
Contracted Services	\$ 321.76	\$ 473.88	\$ 1,713.76	\$ 22,168.49	
Windstorm Insurance	\$ -	\$ -	\$ -	\$ 5,835.65	
Flood Insurance	\$ -	\$ -	\$ -	\$ 1,792.00	
Electricity	\$ 1,531.38	\$ 1,838.72	\$ 2,105.06	\$ 18,975.14	
Telephone	\$ 179.81	\$ 211.27	\$ 178.74	\$ 2,088.47	
Water	\$ 487.65	\$ 1,425.30	\$ 751.53	\$ 5,403.68	
Landscaping	\$ -	\$ -	\$ -	\$ -	
R&M Improvement OTB	\$ -	\$ -	\$ -	\$ -	
Total Nautical Landings	\$ 9,991.04	\$ 10,927.55	\$ 9,553.35	\$ 122,251.89	
Smith Harbor					
Overhead Allocation	\$ 412.98	\$ 438.20	\$ 518.59	\$ 5,476.18	
Contracted Services	\$ 1,550.00	\$ -	\$ -	\$ 6,219.16	
Total Smith Harbor	\$ 1,962.98	\$ 438.20	\$ 518.59	\$ 11,695.34	
Total Expenses	\$ 25,408.18	\$ 34,008.38	\$ 24,816.01	\$ 369,022.62	
Operating Cash Flow	\$ 17,837.77	\$ 39,325.07	\$ 32,645.63	\$ 353,901.18	
CE- Land & Improvements	\$ -	\$ -	\$ -	\$ 1,590.00	
CE - Buildings	\$ -	\$ 11,565.00	\$ 29,639.83	\$ 89,410.02	
CE - Infrastructure	\$ -	\$ -	\$ -	\$ -	
Dredging	\$ -	\$ -	\$ -	\$ -	
Transfer Out Fund 310	\$ -	\$ -	\$ 99,893.52	\$ 124,813.00	
Transfer Out Fund 322	\$ -	\$ -	\$ 24,629.32	\$ 130,576.00	
Net Cash Flow	\$ 17,837.77	\$ 27,760.07	\$ (121,517.04)	\$ 7,512.16	\$ 715,411.64

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

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Item #3.

Ending Cash Assets	As of 07/31/2023	As of 08/31/2023	As of 09/30/2023
Ending Cash	\$ 368,818.29	\$ 426,113.73	\$ 273,263.49
Investments Logic	\$ 271,251.95	\$ 272,529.95	\$ 273,765.70
Fund 210 Port Projects	\$ (42,700.00)	\$ (42,700.00)	\$ (42,700.00) *1
Debt Service Funds (310 & 322)	\$ (35,661.25)	\$ (35,661.25)	\$ 89,074.39
Total Ending Cash Assets	\$ 561,708.99	\$ 620,282.43	\$ 593,403.58

Current Encumbrances				Ordered	Received	Outstanding
PO#	Task Order	Contractor	Project Description			
23-00039	#22	Victoria Engineering	Harbor of Refuge Restoration	\$ 25,000.00	\$ 14,246.43	\$ 10,753.57
23-00046		LJA Engineering	Planning Services - Waterfront	\$ 50,000.00	\$ 48,283.07	\$ 1,716.93
23-00097	#32	Victoria Engineering	Culvert Replacement	\$ 35,000.00	\$ -	\$ 35,000.00
23-00034		Victoria Engineering	Breakwater Engineering	\$ 40,000.00	\$ 10,000.00	\$ 30,000.00
					Total	\$ 77,470.50

Budgeted Capital Improvement Projects

1 Texas Parks & Wildlife Match		\$ 167,000.00
	Total	\$ 167,000.00

Remaining Bond Payments

1 FY 22/23 Remaining Bond Payments		\$ -
	Total	\$ -

*1 This amount represents the negative fund balance in Fund 210 to be reimbursed by Fund 504. This amount includes Engineering for Breakwater for \$40,000, 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

CITY OF PORT LAVACA

PORT COMMISSION MEETING: OCTOBER 17, 2023

DATE: 10.15.2023

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

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CDBG-MIT Coastal Resiliency Project

Attached is a copy of the Mott McDonald Monthly Progress Report for August and September 2023. On the Projects Transparency page of the City's website, you will find a copy of the REVIEW SET of the 30% Design drawings and Technical Memorandum under "Living Shoreline Breakwater" project. For your convenience following is the link:

https://cleargov.com/texas/calhoun/city/port-lavaca/projects/7897/living-shoreline-breakwater-_glo-cdbg_mit-coastal-resiliency-grant

Below are comments from Joshua Carter regarding the expressed concern over the reduced protection. We are trying to set up a meeting where Raymond Butler can be in attendance to discuss this further.

"We will need to bring in our regulatory expert to comment on what happens with the potential for mitigation. In my experience, mitigation is a real bear, and I would generally strongly recommend avoiding if at all possible. If mitigation is required, permittee becomes accountable for the success of mitigation, which means things need to grow, usually on the order a ratio of mitigation:impacted area of 3:1 to 15:1 of the area impacted (ratios can vary depending on lots of factors; up to the regulators to specify). It is hard to control what grows. The permittee is liable for the success of mitigation, and if mitigation doesn't work you have to keep at it until it does. Mitigation requires a commitment for monitoring the mitigation until it is deemed successful. That typically includes monitoring at a frequency and duration approved by the resource agencies – typically a few times per year for at least 5 years. And that assumes they would even approve a permit to impact a live oyster reef; they may not. There may be other options for mitigation that we can consider (eg: expanding the existing oyster reef by adding cultch over an area to help the reef expand, or similar). I'm not sure if the grant funds can pay for that component, will need to talk with KSBR on that."

I would like to know specifically what are the areas of concern with the shorten breakwater and what we are protecting from, so we can think about configuring a solution in a way to provide the protection. We have a few other geometries we considered, but they are longer and in deeper water, meaning more material quantity. That may be able to be offset by lowering the overall breakwater, but lowering the breakwater reduced protection from larger storms."

I believe we will be able to meet with the COE in November, probably in the second half of the month."

- Joshua Carter, P.E.

- Ports and Coastal Portfolio Manager, Mott McDonald

Monthly Progress Report

Reporting Period: September 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	10/13/2023

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; lab work expected 8/4/2023
Collect new cultural resources data	8/31/2023	Work initiated; progressing
Collect new habitat data	7/21/2023 (A)	Field work complete 6/12-16 2023; draft 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	11/1/2023	Delivery date updated to reflect new habitat and CR survey schedule
USACE Regulatory Permitting		
USACE pre-application meeting	11/14/2023	In development
Submit USACE Permit Application	12/5/2023	
Issuance of USACE Permit	8/18/2024	Assuming 9 months to issue permit
TXGLO Coastal Lease		
Submit coastal lease application to GLO	2/1/2024	Will time this to wait until we know USACE is preparing approved permit
Task 6: Engineering Design		
Submit 70% Design	3/1/2024	

Milestone Description	Date (Actual=A)	Notes
Submit 95% Design	6/29/2024	
Develop for proposal package	9/18/2024	Set to 1 month after receipt of permit
Task 7: Construction Proposal Solicitation Assistance		
Out to bid	11/2024	
Issue Construction NTP	12/2024	

Project Budget

Budget Summary	% Complete by Budget	notes
Task 1: Develop Project Understanding	100%	
Task 2: Data Collection and Analysis	95% Mott / 86% by sub	Survey, Geotech, Habitat surveys complete; Geotech lab work 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	7%	Initiation coordination on habitat and CR surveys
Task 6: Final Design	0%	
Task 7: Bidding Phase Services	0%	
Task 8: Engineering Services during Construction	0%	
Task 9: Project Management	32%	
Overall	41%	

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 initiated. Work in field began 6/26/23. Deliverable expected 8/4/23
- Habitat Survey was conducted 6/12-6/22/2023. Deliverable received 7/21/23
- Cultural resources surveys have been given NTP; field survey expected in November.

Task 3: Coastal Analysis, Alts Development, Alts Evaluation

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

Activity Summary

- 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
 - Completed drafting of CEA and Alternatives Development and Evaluation memo.
 - Conducted meeting on Alternatives Analysis with the City and KSBR on 2/22/2023
 - 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.
 - Completed developing preliminary geometric design of structures
-

Task 5: Regulatory Compliance

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

Task 6: Final Design

- Not yet started
-

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 cultural resources investigations
- Complete preliminary geotechnical engineering
- Finalize 30% design plans; preliminary design documentation after receipt of field data (cultural resources) and discussions on Fisher Harbor protection
- Note in budget: After data collection and 30% design is complete, we will be at the end of our first draw of funding. We plan to start 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,

Handwritten signature of Thomas Everett in black ink.

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

Handwritten signature of Josh Carter in black ink.

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

Restore Update

Jody Weaver

From: Sheri Land <Sheri.Land@tceq.texas.gov>
Sent: Friday, October 13, 2023 4:09 PM
To: Jody Weaver
Cc: Samantha Litchke; Marissa Jimenez; Brittney Hogan
Subject: RE: Port Lavaca Clean up 42179

We are still trying to get it through. Total shutdown here with the new system.....no invoices can even be paid right now,

Sheri Land

RESTORE PROGRAM MANAGER

Texas Commission on Environmental Quality

RESTORE Act Program

General Law Division, MC 173

Phone: 512-239-0627

Cell: 512-815-7899

Sheri.Land@tceq.texas.gov

From: Jody Weaver <jweaver@portlavaca.org>
Sent: Friday, October 13, 2023 2:00 PM
To: Sheri Land <Sheri.Land@tceq.texas.gov>
Cc: Samantha Litchke <Samantha.Litchke@tceq.texas.gov>; Marissa Jimenez <Marissa.Jimenez@tceq.texas.gov>; Brittney Hogan <bhogan@portlavaca.org>
Subject: RE: Port Lavaca Clean up 42179

Any word at all on this ReStore Grant?

Kind Regards,

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

CITY OF PORT LAVACA

MEETING: OCTOBER 17, 2023 **AGENDA ITEM 4d**

DATE: 10.13.2023

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

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT

Councilman Tippit and I spoke again with representatives of Helena on September 26. I had in part misunderstood what was said in our first meeting with them, so let me state my understanding now.

Without the use of the rail, it's obvious that the City will receive \$0.00 in tariffs from rail, but initially, there may *not* be a big difference in the amount of tariffs we receive from barge traffic. Note that over the past 12 months, we have received \$3,165.95 in tariffs from rail and \$56,663.47 from barge. At the new \$0.79/ton rate this same quantity would translate to \$3,847.85 and \$68,867.91.

What I now understand is that although initially we may not see a difference in the barge tariffs, because Helena will necessarily have to change up how they do business without rail in Port Lavaca, we could see a significant reduction of the barge tariffs from the Helena Port Lavaca operations over some time. They pointed out that this exercise to rework their operation may require new contracts and arrangements with other locales and vendors which may have the result that, once the rail is finally available in Port Lavaca, they may not return to the same level of operation as they had here before this issue.

They again offered the \$50,000 with no reimbursement, and an additional amount up to 25% of the construction cost that would be reimbursed through a consideration of tariff, dock, and lease rates over the next 15 years.

I did mention the option that Raymond Butler suggested at the last meeting, which was that Helena could pay for the repairs upfront and the City reimburse over time. Since we had \$300,000 budgeted and they offered \$50,000, I asked whether it might be possible for them to pay the shortfall upfront and City would reimburse over 10-15 years. To clarify, Allen and I did not say that this would even be an agreeable proposition by Council, but we thought it worth the dialogue. At this time however, Helena will not agree to this option. They pointed out that when Helena made the decision to stay and invest in Port Lavaca with their new upgraded facility it was with the understanding that rail was available to the site.

To restate the dollars involved assuming the less expensive 12 ga helical lock seam:
 \$639,850 (less \$50,000 Helena, less the \$300,000 we budgeted) = \$289,850 is our shortfall.
 Considering Helena's offer of 25% of \$639,850 = \$159,962.50
 So \$639,850 - \$300,000 budgeted - \$159,962.50 = \$179,887.50 additional general fund dollars
 (\$109,962.50 of the \$159,962.50 would be reimbursed over time)

CITY OF PORT LAVACA

I told Council that the Port Commission as a whole strongly supports maintaining rail service to the Harbor of Refuge. I think we can all agree that in order to do that, this culvert must be replaced, but instead of spending General Fund dollars now we DO have this opportunity to utilize CDBG-MIT grant funds to pay for this project (*assuming the GLO would approve it*). The cost will certainly be greater, but the dollars would all be grant dollars. The risk I guess to consider is potential lost revenue over the next 15 years if Helena does significantly alter their Port Lavaca operation as a result of being without rail for 18 months +/- . But none of us have a crystal ball and not even Helena knows yet how they are going to work this out.

Note:

- I am fairly confident that GLO will approve this project and if needed, I would argue that Hurricane Harvey was probably what caused the damage to the upstream side which accelerated the corrosion, but I can't guarantee their approval.
- It is also possible that we *could* get this culvert done in a shorter amount of time - perhaps 12 months, but with the pace that GLO works and all the projects they have to look at right now, I'm being told this is not realistic.
- I did speak with Michael Ada with GCRPC and there is the possibility that this could be funded with an EDA grant, but he didn't think the time frame would be any better than GLO.
- We still do not have any approval from the UPRR, so any award would necessarily be contingent upon UPRR approval. I did speak with Lester Contracting and they will still honor the bid through the November 13th Council meeting. Therefor Council voted on October 9 to postpone a formal vote on the acceptance or rejection of the bid to November 13.
- Council did though approve including the culvert project into the scope of the application to use CDBG-MIT funds. This application is due on October 20.

Port Commission Recommendation:

Council is interested in the Port Commission's recommendation as to whether they should dip into general fund reserves to pay the shortfall, or reject these bids and plan on using CDBG-MIT funds or if need be, apply for EDA or other grant dollars in the near future. I would think we would know whether the project has been approved by GLO by sometime first quarter of 2024.

COMMUNICATION

SUBJECT: RECEIVE STATUS REPORTS ON SPECIAL PROJECTS

INFORMATION:

- a) Status report regarding Voluntary Restoration Project II at the Harbor of Refuge - Presenter Jody Weaver
- b) CRG Limited Phase II Environmental Site Assessment of the Harbor of Refuge Tracts 16, 17 and 17Ar - Presenter Jody Weaver
- c) Discuss proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2023-2024-01 - Presenter Jody Weaver

CITY OF PORT LAVACA

COUNCIL MEETING: OCTOBER 17, 2023**AGENDA ITEM 5a****DATE:** 10.13.2023**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: VOLUNTARY SHORELINE RESTORATION PROJECT (II) AT THE HARBOR OF REFUGE**

BACKGROUND:

The CDBG-MIT grant application is due on October 20 and will include a request for funding of this Voluntary Shoreline Restoration (II) project at the Harbor of Refuge.

CITY OF PORT LAVACA

PORT COMMISSION MEETING: OCTOBER 17, 2023**Agenda Item 5b****DATE:** 10.13.2023**TO:** PORT COMMISSION BOARD MEMBERS CC: JIM RUDELLAT, HARBOR MASTER**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CRG Limited Phase II ESA HOR

With my being out for nearly a solid week with the TML conference, I was not able to prepare the fieldnotes for the application tracts of 16, 17, and 17A. John Hogue is on vacation until the 16th, so I will get these prepared over the week-end and submitted to him on Monday. Once this deed restriction is filed, this will close this Phase II ESA.

Matagorda Bay Mitigation Trust
RFP for 2023-2024 Funding Cycle Projects

Item #5.

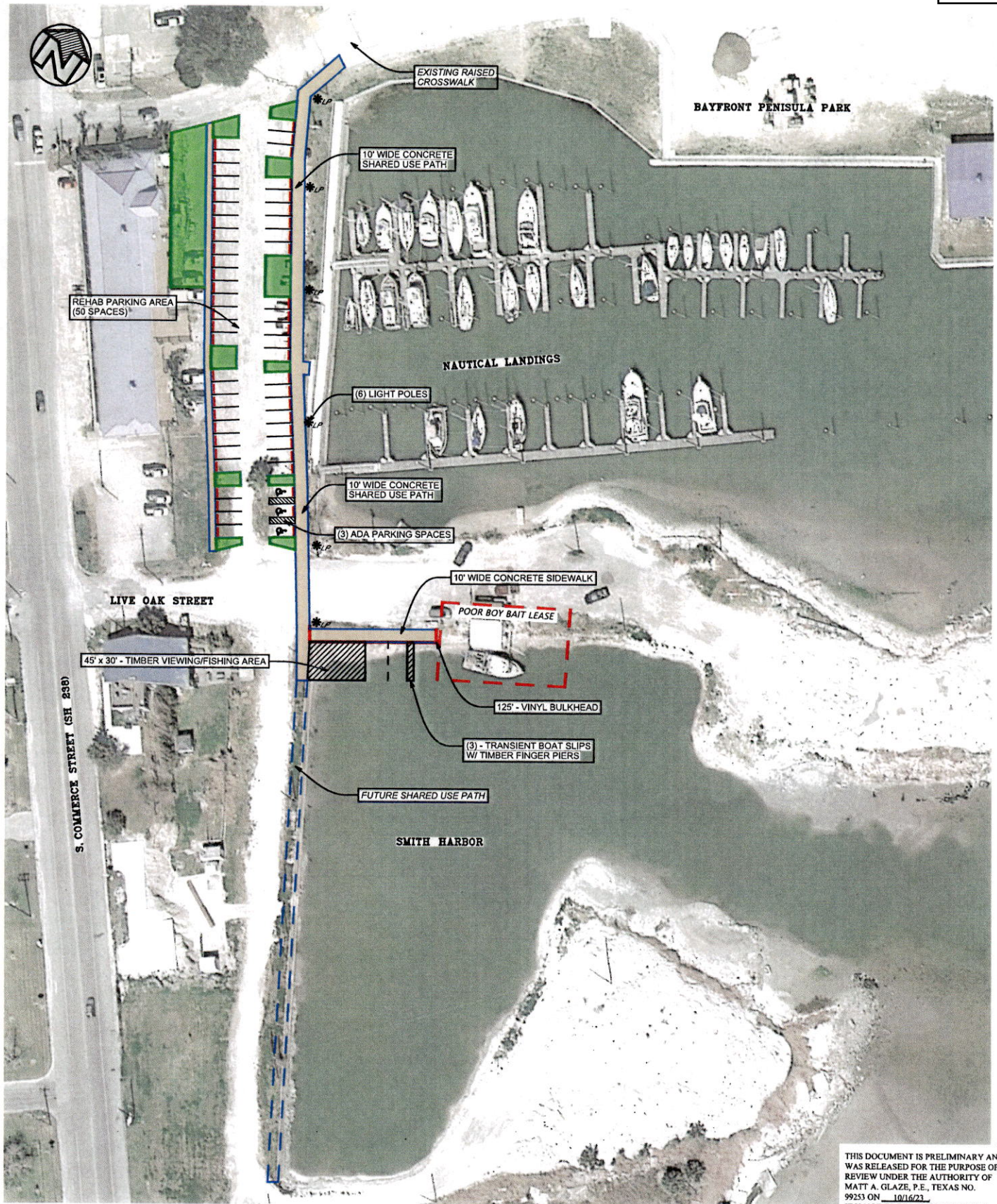
13. Financial information:

- a) Total budget for this project: \$700,000
- b) Matching funds (in-kind services or cash)
(Not required but desirable for proposals in response to the general call for proposals. Insert the 60% match from GLO or other funding for proposals in response to the specific call for proposals): \$300,000
- c) Amount being requested from the Trust \$400,000

14. Please provide a task and expense budget. Note: Indirect/overhead costs are limited to 15% of salaries charged to the project.

ESTIMATE OF PROBABLE COST BY CONSTRUCTION CONTRACT					
City of Port Lavaca					
Downtown Waterfront Public Access Improvements					
PREPARED BY: URBAN ENGINEERING					
October 13, 2023					
ITEM NO.	DESCRIPTION	ESTIMATE D QUANTITY	UN IT	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Insurance and bonds	1	LS	\$ 30,000.00	\$ 30,000.00
2.	Barricading and Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
3.	Vinyl Bulkhead (including Pilings and Tie-Rods)	125	LF	\$ 850.00	\$ 106,250.00
4.	Construct Timber Finger Pier (30 ft long x 5 ft wide) including pilings	1	EA	\$ 25,000.00	\$ 25,000.00
5.	Construct Timber Viewing/Fishing/Crabbing deck with handrail	1	LS	\$ 80,000.00	\$ 80,000.00
6.	Additional timber piles	10	EA	\$ 1,500.00	\$ 15,000.00
7.	Concrete 10 ft wide Shared Use Path	6250	SF	\$ 15.00	\$ 93,750.00
8.	Concrete 5 ft concrete sidewalk	1650	SF	\$ 15.00	\$ 24,750.00
9.	Rehabilitate existing parking area	3200	SY	\$ 20.00	\$ 64,000.00
10.	Two course surface treatment	3200	SY	\$ 6.00	\$ 19,200.00
11.	Curb stops				\$ 10,000.00
12.	Pavement striping				\$ 2,000.00
13.	Green Space infrastructure				\$ 100,000.00
14.	Shared Use Path/Parking Area Lights	6	EA	\$ 5,000.00	\$ 30,000.00
15.	Educational signage				\$ 15,050.00
				Subtotal	\$ 625,000.00
				Engineering Surveying, Testing & Permitting	\$ 75,000.00

**TOTAL
ESTIMATED
PROJECT
COST \$ 700,000.00**



THIS DOCUMENT IS PRELIMINARY AND WAS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF MATT A. GLAZE, P.E., TEXAS NO. 99253 ON 10/16/23. IT IS NOT TO BE RELIED UPON AS A COMPLETE ENGINEERING DOCUMENT.

CITY OF PORT LAVAVA - DOWNTOWN WATERFRONT ACCESS IMPROVEMENTS

MATAGORDA BAY MITIGATION TRUST GRANT EXHIBIT

URBAN
engineering

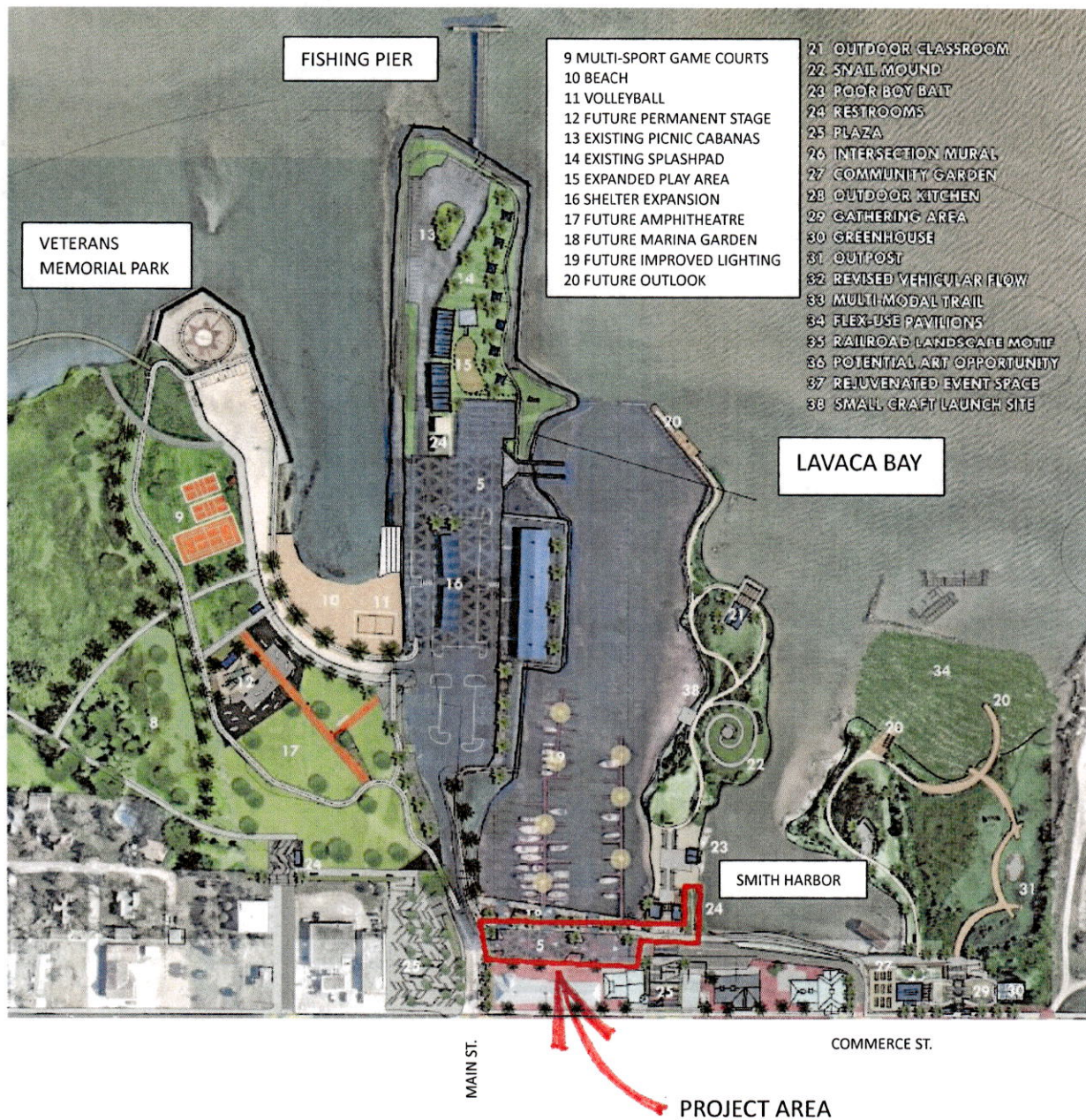
2004 N. Commerce, Victoria, Texas 77901 · 36
urbanvictoria.com · TREF# F-160

Page 70

ATTACHMENT C SHEET 2/3

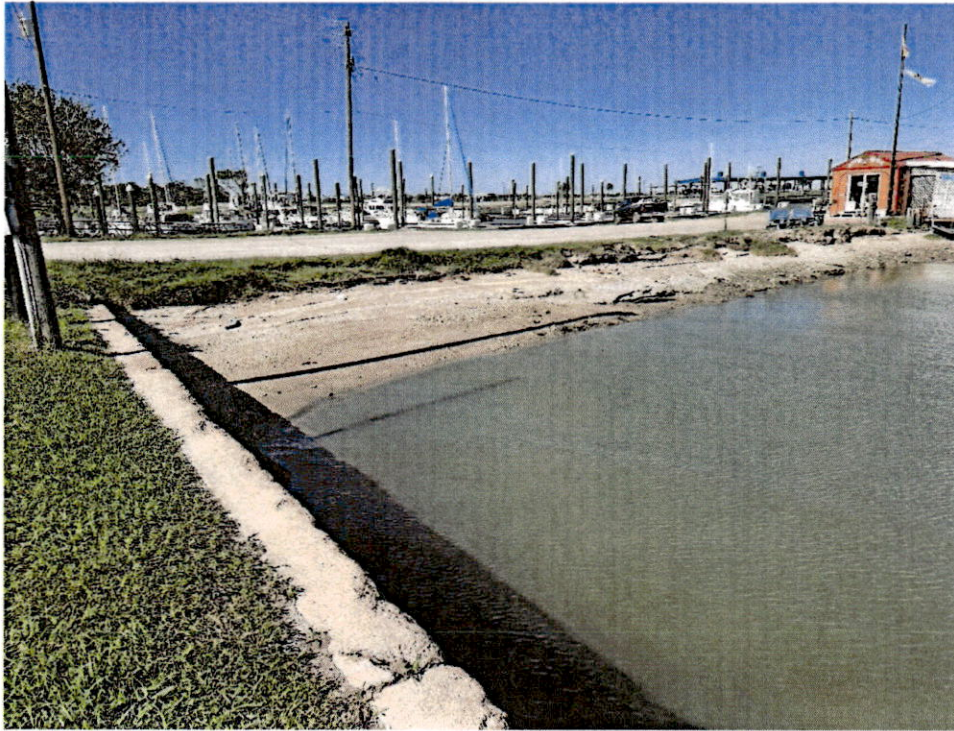
VICINITY MAP

CITY OF PORT LAVACA DOWNTOWN WATERFRONT AREA



This is copied from the last page of the Downtown Waterfront Masterplan to show the location of the proposed project within the overall Downtown Waterfront area. Existing currently, within the Bayfront Peninsula Park, is a 1.0 mile walking trail and a 0.5 mile 10-ft wide shared use path to which this project is proposed to extend. Future extensions of this Shared use path will take it further south to connect to Commerce Street at Austin Street. The complete adopted plan can be downloaded at the following link: <https://cleargov.com/texas/calhoun/city/port-lavaca/dashboards/935/community-development>

ATTACHMENT C SHEET 3/3



Looking North from Seawall at location of proposed future fishing/crabbing dock and transient boat slips. Photo taken 10.15.2023



Looking Northeast from Seawall at location of proposed future fishing/crabbing dock and transient boat slips. Photo taken 10.15.2023

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

20 September 2023 AIMS Companies completed CCTV storm drain inspection.

B) Nautical Landings Building

- 1) 12 June 2023 Barefoot Construction commenced work on the new electric service and siding replacement.
- 2) Working on new lease for Spiretek International .

C) Nautical Landings Marina

- 1) 13 October 2023 Matt Estes boat was refloated pulled out water.
- 2) Abandon boat.
- 3) Horizon Environmental has been onsite 17 times since last PC meeting.

D) Smith Harbor

- 1) Jody Weaver will be submitting application to Matagorda Bay Mitigation Trust 16 October 2023.

E) Harbor of Refuge

- 1) LCI has been hauling fill material & stockpiling.
- 2) Encore Dredging cleaning moving equipment to track 11.
- 3) RR drain culvert replacement.
- 4) Spoke to Hendry Schorr with Manson Dredging sent demand letter 11 October 2023 about dredge pipe.
- 5) Aerial spraying

F) To Do List - Raymond Butler

COMMUNICATION

SUBJECT: DISCUSS NEW LEASE AGREEMENT FOR SPIRETEK INTERNATIONAL -
PRESENTER JODY WEAVER

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION MEETING: OCTOBER 17, 2023

DATE: 10.13.2023
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 SPIRETEK**

Following the discussion at the last Port Commission meeting, I have adjusted the proposed monthly rent payment for this space to include adequate funds to cover 1/3rd of the janitorial costs associated with the south end of the office building as well as 1/9th the monthly cost of the typical Republic Dumpster. (9= 6 tenants + Day Rm + Jim's office + Marina)

RENTAL RATES FOR SPIRETEK (1440 sf)

The proposed rent is as follows:

Premises lease at \$1.25/sf: \$ 1,800.00
Restroom/breakroom/Janitorial: \$110.00
Trash Service: \$30.00
Electricity: \$240.00
Water/sewer: \$30.00
Total monthly rent payments: \$2,210.00

Before finalizing the lease, Jim will take photographs of the interior of the leased space to include as attached documentation of current conditions.

A copy of the proposed lease agreement is included in your packet.

Action is needed to recommend

- Monthly rates
- Term of lease (number of years)
- With or without an option to extend
- Annual MCI with or without the 2% minimum/5% maximum

OFFICE LEASE AGREEMENT

DATE: November 1, 2023

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

TENANT:

Company name & address: Spiretek International, Inc.
10782 FM 1960 Rd. West
Houston, Texas 77070

Home office address: Same

Contact #'s & email: Leonard Lan 281-970-5019
Leonard@spiretek.com

Local responsibility: Courtney Lacy 361-482-7681 courtney@spiretek.com
Desiree Calvaro 361-746-2086 desiree@spiretek.com

Emergency contact: any above

PREMISES: SUITE 2 NAUTICAL LANDINGS BUILDING

Approximate square feet: 1440 square feet
Name of Building: Nautical Landings
Street address/suite: Suite 2
City, state, zip: Port Lavaca, Texas 77979

Term (months): ## *Spiretek would like a 2 year lease*

Commencement Date: November 1, 2023

Termination Date: October 31, 202

Monthly payments due:

Premises lease at \$1.25/sf: \$ 1,800.00
Restroom/breakroom/Janitorial: \$110.00
Trash Service: \$30.00
Electricity: \$240.00
Water/sewer: \$30.00
Total monthly rent payments: \$2,210.00

The Unit 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, with a 2% minimum and a 5% maximum. City may give a courtesy notice of any increase annually, however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. *See also Sections B.l.g.i-iv*

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$240/month (*ref Section B.1.g.i*)

Tenant's Water/Sewer Share: \$30/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 **\$240.00**, 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 **\$30.00**, 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 untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

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

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

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

E. Special Provisions

Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until October 31, 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 October 31, 202#.

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

John D. "Jack" Whitlow, Mayor

(TENANT)

Printed Name: _____