REGULAR PORT COMMISSION MEETING

Tuesday, September 15, 2026, at 3:30 PM
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 the 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, SEPTEMBER 15, 2026 beginning at 3:30 p.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/84640991117?pwd=KQdE0LVuXKMSd7RB4JKJsQJVBsNVr8.1

Meeting chat link

https://us02web.zoom.us/launch/jc/84640991117

Meeting ID: 846 4099 1117

Passcode: 341647

+13462487799,,84640991117#,,,,*341647# US (Houston)

Join by SIP

• 84640991117@zoomcrc.com

Join instructions

https://us02web.zoom.us/meetings/84640991117/invitations?signature=UanZ2-kyUZlG0ocwjZA2a4ss3x1-BffubySbzTX9WNE

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

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

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

1. APPROVAL OF MINUTES

   Approve minutes of the August 18, 2026 Regular Port Commission Meeting.

2. APPROVAL OF MINUTES

   Receive the Harbor Master's Inspection Report for August 2026.

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

   a) Tariff Report
   b) Account Aging Report
   c) Payment Report
   d) Port Commission Financial Snapshot

4. CITY MANAGER'S REPORT

   1.) Community Development Block Grant Mitigation Coastal Resilience Living Shoreline Project (CDBG-MIT):

2.) Community Development Block Grant Mitigation Round 2 - Replacement of Culverts Under Rail at Corporation Ditch and Voluntary Restoration of Harbor of Refuge Shoreline (CDBG-MIT):

3.) Matagorda Bay Mitigation Trust Grant Downtown Waterfront Public Access Improvement (MBMT):

4.) Matagorda Bay Mitigation Trust Grant Application (MBMT): Improvements to Boat Ramp at Harbor of Refuge

5.) Matagorda Bay Mitigation Trust Grant Application (MBMT): Litter Catchers at the Marina

6.) Texas Department of Transportation (TxDOT) Truck Route Signs:

7.) Texas Ports Association (TPA):

8.) Texas Department of Transportation (TxDOT) Maritime Division:

5. 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:

6. REVIEW THE CERTIFICATE OF COMPLETION AND CONSIDER RECOMMENDATION TO CITY COUNCIL FOR APPROVAL AND RELEASE OF RETAINAGE FOR THE CITY OF PORT LAVACA DOWNTOWN WATERFRONT PUBLIC ACCESS PARKING LOT AND SIDEWALK IMPROVEMENTS PRESENTER JODY WEAVER

ACTION ITEMS: LEASES

7. CONSIDER ENTERING INTO A NEW LEASE WITH SPIRETEK, NAUTICAL LANDINGS BUILDING, SUITE 2. PRESENTER JODY WEAVER

8. CONSIDER ENTERING INTO A NEW LEASE WITH BAY LTD. AT NAUTICAL LANDINGS BUILDING, SUITE 5. PRESENTER JODY WEAVER

9. CONSIDER ENTERING INTO A LEASE WITH ZBIGNIEW ZBOROWSKI AT NAUTICAL LANDINGS BUILDING, STE. 3 PRESENTER JODY WEAVER

10. TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY), IN ACCORDANCE WITH CHAPTER 551, TITLE 5, SECTION 551.072 OF THE TEXAS GOVERNMENT CODE

11. RETURN TO OPEN SESSION AND TAKE ANY ACTION DEEMED NECESSARY WITH REGARD TO MATTTERS IN CLOSED SESSION

COMMENTS

12. COMMENTS FROM COMMISSIONERS

ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of the Port Commission of the City of Port Lavaca, scheduled for **Tuesday, September 15, 2026**, beginning at 3:30 p.m., was posted at City Hall, easily accessible to the public, as of **5:00 p.m. Wednesday, September 9, 2026**.

Oralia G. Munoz, Executive 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 Lorena Perez-Diaz at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: APPROVAL OF MINUTES

INFORMATION:

Approve minutes of the August 18, 2026 Regular Port Commission Meeting.

REGULAR PORT COMMISSION MEETING

Tuesday, August 18, 2026, at 3:30 PM
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 18th day of August 2026, the Port Commission of the City of Port Lavaca, Texas, convened in a regular session at 3:30 p.m. in the regular meeting place, City Council Chambers, at City Hall, 202 N. Virginia Street, Port Lavaca, Texas, with the following Commissioners in attendance:

ROLL CALL

Raymond Butler	Commissioner/Chairman
Jerry Smith	Commissioner/Secretary
Larry Nichols	Commissioner
Louis Rubio	Commissioner
Jim Ward	Commissioner
Jamie O'Neil	Commissioner
Laurie Harvey	Commissioner

And the following Commissioners absent:

None.

CALL TO ORDER

Chairman Raymond Butler called the meeting to order at 3:30 p.m. and presided.

INVOCATION

Commissioner Jim Ward gave the invocation

PLEDGE OF ALLEGIANCE

Chairman Raymond Butler led the Pledge of Allegiance.

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 the first page of this agenda).*

CONSENT AGENDA

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

1. **APPROVAL OF MINUTES**

MINUTES OF THE JULY 21, 2026 – REGULAR PORT COMMISSION MEETING

Motion was made by Commissioner Louis Rubio.

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

THAT, the July 21st, 2026, minutes of the Regular Port Commission meeting held on August 18th, 2026, are hereby approved.

Seconded by Commissioner Jim Ward.

Motion passed by the following votes:

Voting Aye: Raymond Butler, Laurie Harvey, Jerry Smith, Larry Nichols, Louis Rubio, Jamie O'Neil, and Jim Ward.

Voting Nay: None.

Motion carried.

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

RECEIVE HARBOR MASTER'S INSPECTION/MAINTENANCE REPORT FOR JULY 2026.

Motion was made by Commissioner Jerry Smith.

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

THAT the Harbor Master's July 2026 Inspection Reports of the Port Commission Regular Meeting held on August 18, 2026, are hereby approved.

Seconded by Commissioner Louis Rubio.

Motion passed by the following votes:

Voting Aye: Raymond Butler, Laurie Harvey, Jerry Smith, Larry Nichols, Louis Rubio, Jamie O'Neil, and Jim Ward.

Voting Nay: None.

Motion carried.

REPORTS

3. RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

a) Tariff Report

b) Account Aging Report

c) Payment Report

d) Port Commission Financial Snapshot

- A copy of these reports, in their entirety, can be found in the Port Commission Meeting packet dated August 18, 2026.

Agenda item discussed.

No action taken.

4. CITY MANAGER'S REPORT

1.) <u>Community Development Block Grant Mitigation Coastal Resilience Living Living Shoreline Project</u>:

See the latest weekly Construction Update Report dated 8/11/2026.
Maverick started to haul the stockpiled dredged material from Smith Harbor to Clement Cove today. This material will be used to construct a new marsh area between the reef breakwater and the Clement Cove wetlands.

2.) <u>ReStore (cleanup of old barge(s) in Smith Harbor):</u>

Taylor Marine has completed the removals, and we have received all documents to close out the project. A recommendation to Council to approve the project and release retainage is a separate agenda item in today's agenda.

3.) **Community Development Block Grant Mitigation Round 2 - Replacement of Culverts Under Rail at Corporation Ditch and Voluntary Restoration of Harbor of Refuge Shoreline**:
The Pre-bid was held on August 6 at 2:30 at City Hall with 2 prospective bidders in attendance. Bids are due on August 20 at 2:30 pm.

4.) **General Land Office Coastal Erosion Planning & Response Act Grant (Harbor of Refuge Shoreline Protection)**:
No Update.

5.) **Matagorda Bay Mitigation Trust Grant Downtown Waterfront Public Access Improvement**:
The project is complete and is awaiting ADA inspections. We decided to remove the section of shared use path across Live Oak and include it in a future project.

6.) **Texas Department of Transportation Truck Route Signs**:
Public Works is working with Lester to have them schedule soon to erect the large signs. I saw where the TxDOT contractor had installed one of the new Truck Route signs on SH35 at Virginia, so hopefully they have all the signs in now and will start getting those installed.

7.) **Texas Ports Association**:
The link to our Ports & Harbors website is still broken on the TPA website, and Jim is having difficulty getting a response from TPA regarding making the correction.

8.) **Texas Department of Transportation Maritime Division**:
TxDOT has sent us a draft of our Port Profile. Our feedback is vital to verify that we're accurately represented to the Texas Legislature. Please review and provide feedback at the meeting. I need to submit any comments by Tuesday, August 18.
Here is a link to the draft:

https://app.govisually.com/open/c1b900149aecc4096f52137af1392cf93ba71f1736ab00f097/6a72265127e2db0015381e0c?rm=1

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

a) City Harbor

1) 13 July 2026 I spoke with Blerim Halili with Prestige Oysters about a sublease for Tract 9 & 9A City Harbor to Maverick Constructors.

10 August 2026, the City of Port Lavaca gave written approval to Prestige Oysters to sublease tract 9 & 9A to Maverick Constructors.

b) Nautical Landings Building

1) On 7 July 2026, delivered a new lease for Suite 3 to Zbigniew Zborowski.

2) On 5 August 2026, Garcia's AC & Heat installed a new HVAC system in Suite 2.

3) 11 August 2026 Consider building a retaining wall on the south side of the building. See attached Scope of Work and photos.

c) Nautical Landings Marina

1) Horizon Environmental has not been on-site since the last Port Commission Meeting.

2) On 21 July 2026, Maverick Constructors commenced building the Matrix block breakwater.

3) 11 August 2026: Review sidewalk drainage issues at Nautical Landings Marina.

d) Smith Harbor

1) 29 July 2026: Meeting with Poor Boys Bait (Lencho) to complete planning details on where to put his building, etc.

e) Harbor of Refuge

1) Matt Glaze with Urban Engineering is working on plans for the HOR boat ramp.

2) On 5 May 2026, I spoke with Matt Salinas about cameras to put on AEP light poles.

3) On 7 August 2026, the Alcoa Point Comfort site has an interest in entering into an agreement with the City of Port Lavaca to take all of our mulch from the Harbor of Refuge for use in their mud lakes. This will be free of cost to Alcoa.

f) To Do List – Raymond Butler

ACTION ITEMS:

6. REVIEW THE CERTIFICATE OF COMPLETION AND CONSIDER RECOMMENDATION TO CITY COUNCIL FOR APPROVAL AND RELEASE OF THE PROJECT RETAINAGE FOR THE B1 MIP1 CITY OF PORT LAVACA SHORELINE CLEANUP NO. 582-23-42179 - PRESENTER JODY WEAVER

Motion made by Commissioner Jerry Smith.

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

THAT, the Port Commission recommends that City Council pay the balance of $40,700.00 for the remainder of the cleanup effort. For approval

and release of the project retainage for the B1 MIP1 City of Port Lavaca Shoreline Cleanup NO. 582-23-42179.

Seconded by Commissioner Jim Ward.

Motion passed by the following votes:

Voting Aye: Raymond Butler, Laurie Harvey, Jerry Smith, Larry Nichols, Louis Rubio, Jamie O'Neil, and Jim Ward.

Voting Nay: None.

Motion carried.

7. CONSIDER CHANGING THE STARTING TIME FOR THE REGULAR PORT COMMISSION MEETINGS FROM 3:30 TO 3:00 P.M. - PRESENTER JODY WEAVER

City Manager Jody Weaver asked for this item to be passed. Commissioner Jamie O'Neil stated that the meeting would remain at 3:30 pm

No action necessary and none taken.

ACTION ITEMS: LEASES

8. CONSIDER A NEW LEASE WITH SOMETHING MORE MEDIA AT NAUTICAL LANDINGS BUILDING STE. 4 – PRESENTER JODY WEAVER

Motion made by Commissioner Larry Nichols

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

THAT, the Port Commission recommends that City Council agree to a 2-year lease with a one-year option with Something More Media at Nautical Landings Building, Ste. 4.

Seconded by Jerry Smith

Motion passed by the following votes:

Voting Aye: Raymond Butler, Laurie Harvey, Jerry Smith, Larry Nichols, Louis Rubio, Jamie O'Neil, and Jim Ward.

Voting Nay: None.

Motion carried.

COMMENTS

9. COMMENTS FROM COMMISSIONERS

Agenda item discussed.

No action taken.

ADJOURNMENT

Chairman Raymond Butler asked for a motion to adjourn.

Motion made by Commissioner Larry Nichols to adjourn the meeting.

Seconded by Commissioner Laurie Harvey

.Motion passed by the following votes:

Voting Aye: Raymond Butler, Laurie Harvey, Jerry Smith, Larry Nichols, Louis Rubio, Jamie O'Neil, and Jim Ward.

Voting Nay: None.

Motion carried.

The meeting adjourned at 5:04 p.m.

These minutes were approved on September 15th, 2026.

ATTEST:

_____

Raymond Butler, Chairman

_____

Oralia G. Munoz, Exec. Admin. Asst.

COMMUNICATION

SUBJECT: RECEIVE FINANCIAL REPORTS OF PORT REVENUE FUND

INFORMATION:

a) Tariff Report b) Account Aging Reportc) Payment Reportd) Port Commission Financial Snapshot

EQUALIZER / GULF MARK

TARIFF REPORT FY 2025-2026

Date Received	Reference	Description	CRUDE OIL	/	REPORTING MONTH	BARRELS OF CRUDE OIL	TARIFF AMOUNT PAID @ $0.125 PER BARREL	TOTAL TARIFF AMOUNT PAID PREV YEAR	% DIFF FROM PREV YEAR
11/24/2025	1285072	EQUALIZER, INC.	OIL	/	10/2025	28,394.510	$3,549.31	$4,551.05	-22.01%
12/18/2025	1288042	EQUALIZER, INC.	OIL	/	11/2025	25,151.910	$3,143.99	$6,237.70	-49.60%
2/2/2026	1292622	EQUALIZER, INC.	OIL	/	12/2025	26,692.840	$3,336.61	$5,989.50	-44.29%
2/25/2026	1295559	EQUALIZER, INC.	OIL	/	01/2026	25,793.880	$3,224.24	$5,842.64	-44.82%
4/6/2026	1300209	EQUALIZER, INC.	OIL	/	02/2026	30,640.490	$3,830.06	$5,824.43	-34.24%
4/15/2026	1301678	EQUALIZER, INC.	OIL	/	03/2026	26,012.940	$3,251.62	$5,402.27	-39.81%
5/29/2026	1306323	EQUALIZER, INC.	OIL	/	04/2026	25,765.220	$3,220.65	$4,578.29	-29.65%
6/26/2026	1309480	EQUALIZER, INC.	OIL	/	05/2026	28,405.820	$3,550.73	$4,455.19	-20.30%
7/22/2026	1312496	EQUALIZER, INC.	OIL	/	06/2026	27,153.200	$3,394.15	$4,140.16	-18.02%
8/21/2026	1315984	EQUALIZER, INC.	OIL	/	07/2026	26,734.150	$3,341.77	$4,624.31	-27.73%
		EQUALIZER, INC.	OIL	/	08/2026			$4,620.03	-100.00%
		EQUALIZER, INC.	OIL	/	09/2026				#DIV/0!
						FY 2025-2026 - TOTAL	$33,843.13	$56,265.57	-39.85%

DAILY DOCK RENTAL

Date Received	REPORTING MONTH	Reference	Description	Public Dock	REPORTING MONTH	PAID
11/24/2025	OCTOBER	1258068	MONTHLY DOCK FEE	$900.00	10/2025	PAID
12/18/2025	NOVEMBER	1288038 & 1288036	MONTHLY DOCK FEE	$900.00	11/2025	PAID
2/2/2026	DECEMBER	1292620 & 1292619	MONTHLY DOCK FEE	$900.00	12/2025	PAID
2/25/2026	JANUARY	1295560 & 1295561	MONTHLY DOCK FEE	$900.00	01/2026	PAID
4/7/2026	FEBRUARY	1300637 & 1300636	MONTHLY DOCK FEE	$900.00	02/2026	PAID
4/15/2026	MARCH	01301674&1301675	MONTHLY DOCK FEE	$900.00	03/2026	PAID
5/29/2026	APRIL	1306318&1306310	MONTHLY DOCK FEE	$900.00	04/2026	PAID
6/26/2026	MAY	1309482&1309481	MONTHLY DOCK FEE	$900.00	05/2026	PAID
7/22/2026	JUNE	1312495&1312494	MONTHLY DOCK FEE	$900.00	06/2026	PAID
8/21/2026	JULY	1315982&1315981	MONTHLY DOCK FEE	$900.00	07/2026	PAID
	AUGUST		MONTHLY DOCK FEE		08/2026	
	SEPTEMBER		MONTHLY DOCK FEE		09/2026	

MONTHLY TARIFF REPORT

DATE: 7/31/2026

REPORTING PERIOD: JULY (MONTH) 2026 (YEAR)

COMPANY NAME: EQUALIZER INC

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

WACO (City) TX (State) 76715-4579 (Zip Code)

_____ Tons	Tons of Fertilizer BARGE / RAIL	DRY OR LIQUID (Name of Product)	@ 0.79¢ per ton
26,734.15 Tons	Barrels of Crude Oil	CRUDE CONDSENSATE (Name of Product)	@ 0.125¢ per barrel

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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 $ 3,341.77 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 31 day of JULY , 2026 .

COMPTROLLER (Title)

MARY MILLER (Printed Name)

Mary Miller (Duly Authorized Signature)

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

BARGE: Florida Marine - FMT 3060
Product/Cargo: Crude / Crude Oil
Port/Location: Port Lavaca, TX Gulfmark Energy Inc
AmSpec File#: 162-26-00266
Client Ref#: VG260701-B, FMT 3060 PORT LAVACA 7/15/26
Date: 07/15/26

AmSpec

Certificate of Quantity

The undersigned herewith declares that the quantities are as follows:

	TCV (Total Calculated Volume)	GSV (Gross Standard Volume)	NSV (Net Standard Volume)
Barrels @ 60°F	9,248.21	9,248.21	9,245.90
US Gallons @ 60°F	388,424.82	388,424.82	388,327.80
Imperial Gallons @ 60°F	323,431.32	323,431.32	323,350.53
Pounds	2,956,696	2,956,696	2,955,958
Long Tons	1,319.954	1,319.954	1,319.624
Short Tons	1,478.348	1,478.348	1,477.979
Kilograms	1,341,135	1,341,135	1,340,800
Metric Tons (AIR)	1,341.135	1,341.135	1,340.800
Metric Tons (VAC)	1,342.697	1,342.697	1,342.362
Cubic Meters @ 15°C	1,469.745	1,469.745	1,469.378
Cubic Meters @ 20°C	1,475.187	1,475.187	1,474.818
Cubic Meters @ 60°F	1,470.348	1,470.348	1,469.981
Litres @ 15°C	1,469,745	1,469,745	1,469,378
Litres @ 20°C	1,475,187	1,475,187	1,474,818
Litres @ 60°F	1,470,348	1,470,348	1,469,981

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

Comments: _____

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

Joshua Pargas
AmSpec: Joshua Pargas

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

AmSpec, LLC

151 Alcoa Dr.
Port Lavaca, TX 77979
Email: portlavaca@amspecgroup.com

BARGE: Magnolia Marine - MM 314
Product/Cargo: Crude / Heavy Crude Oil
Port/Location: Port Lavaca, TX Gulfmark Energy Inc
AmSpec File#: 162-26-00288
Client Ref#: ER260701, MM 314 PORT LAVACA 7/31/26
Date: 07/31/26

Certificate of Quantity

The undersigned herewith declares that the quantities are as follows:

	TCV (Total Calculated Volume)	GSV (Gross Standard Volume)	NSV (Net Standard Volume)
Barrels @ 60°F	17,495.93	17,495.93	17,488.25
US Gallons @ 60°F	734,829.06	734,829.06	734,506.50
Imperial Gallons @ 60°F	611,873.19	611,873.19	611,604.60
Pounds	5,600,777	5,600,777	5,598,318
Long Tons	2,500.347	2,500.347	2,499.249
Short Tons	2,800.388	2,800.388	2,799.159
Kilograms	2,540,469	2,540,469	2,539,354
Metric Tons (AIR)	2,540.469	2,540.469	2,539.354
Metric Tons (VAC)	2,543.424	2,543.424	2,542.308
Cubic Meters @ 15°C	2,780.491	2,780.491	2,779.270
Cubic Meters @ 20°C	2,790.756	2,790.756	2,789.531
Cubic Meters @ 60°F	2,781.631	2,781.631	2,780.410
Litres @ 15°C	2,780,491	2,780,491	2,779,270
Litres @ 20°C	2,790,756	2,790,756	2,789,531
Litres @ 60°F	2,781,631	2,781,631	2,780,410

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

Comments: _____

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

Joshua Pargas
AmSpec: Joshua Pargas

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

AmSpec, LLC

151 Alcoa Dr.
Port Lavaca, TX 77979
Email: portlavaca@amspecgroup.com

HELENA CHEMICAL

							0.79				
Date Received	Reference	Description	BARGE SHORT TONS	RAIL SHORT TONS	REPORTING MONTH	TOTAL FERTILIZER BULK TONS	BARGE ONLY	RAIL ONLY	TOTAL TARIFF AMOUNT PAID @ $0.79 PER TON	TOTAL TARIFF AMOUNT PAID PREV YEAR	% DIFF FROM PREV YEAR
10/27/2025	ACH PMT	HELENA CHEMICAL	17421.851	0	10/2025	17,421.851	$13,763.26	$0.00	$13,763.26	$7,460.90	84.47%
11/26/2025	ACH PMT	HELENA CHEMICAL	10199.207	0	11/2025	10,199.207	$8,057.37	$0.00	$8,057.37	$3,569.26	125.74%
1/14/2026	ACH PMT	HELENA CHEMICAL	4656.732	0	12/2025	4656.732	$3,678.82	$0.00	$3,678.82	$11,089.56	-66.83%
4/1/2026	ACH PMT	HELENA CHEMICAL	6522.817	0	01/2026	6522.817	$5,153.03	$0.00	$5,153.03	$3,927.70	31.20%
2/25/2026	ACH PMT	HELENA CHEMICAL	21547.252	0	02/2026	21547.252	$17,022.33	$0.00	$17,022.33	$6,013.56	183.07%
3/20/2026	ACH PMT	HELENA CHEMICAL	18073.137	0	03/2026	18073.137	$14,277.78	$0.00	$14,277.78	$11,825.85	20.73%
4/29/2026	ACH PMT	HELENA CHEMICAL	1607.589	0	04/2026	1607.589	$1,270.00	$0.00	$1,270.00	$9,627.43	-86.81%
5/27/2026	ACH PMT	HELENA CHEMICAL	10732.045	0	05/2026	10,732.045	$8,478.32	$0.00	$8,478.32	$2,569.13	230.01%
	ACH PMT	HELENA CHEMICAL		0	06/2026			$0.00		$6,226.39	-100.00%
	ACH PMT	HELENA CHEMICAL		0	07/2026			$0.00		$2,516.15	-100.00%
8/27/2026	ACH PMT	HELENA CHEMICAL	18354.666	0	08/2026	18,354.666	$14,500.19	$0.00	$14,500.19	$0.00	#DIV/0!
	ACH PMT	HELENA CHEMICAL		0	09/2026					$1,213.41	-100.00%
		TOTAL	109115.296	0		FY 2025-2026 - TOTAL	$86,201.10	$0.00	$86,201.10	$66,039.34	30.53%

Receivalbes - 5008

MONTHLY RAIL FEE

Date Received	REPORTING MONTH	Reference	Description	RAIL	REPORTING MONTH	PAID
	OCT	ACH	MONTHLY RAIL FEE		10/2025	
	NOV	ACH	MONTHLY RAIL FEE		11/2025	
	DEC	ACH	MONTHLY RAIL FEE		12/2025	
	JAN	ACH	MONTHLY RAIL FEE		01/2026	
	FEB	ACH	MONTHLY RAIL FEE		02/2026	
	MAR	ACH	MONTHLY RAIL FEE		03/2026	
	APR	ACH	MONTHLY RAIL FEE		04/2026	
	MAY	ACH	MONTHLY RAIL FEE		05/2026	
	JUNE	ACH	MONTHLY RAIL FEE		06/2026	
	JULY	ACH	MONTHLY RAIL FEE		07/2026	
	AUG	ACH	MONTHLY RAIL FEE		08/2026	
	SEPT	ACH	MONTHLY RAIL FEE		09/2026	

$0.00

A70721026

MONTHLY TARIFF REPORT

DATE: Aug 21, 2026

REPORTING PERIOD: July (MONTH) 2026 (YEAR)

COMPANY NAME: Helena Agri-Enterprises, LLC

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

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

12,068.25 Tons	Tons of Fertilizer BARGE / RAIL	DRY OR LIQUID (Name of Product)	@ 0.79¢ per ton
0 Tons	Barrels of Crude Oil	CRUDE CONDSENSATE (Name of Product)	@ 0.125¢ per barrel

---

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ 9,533.92 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 21st day of AUG, 2026

Terminal Manager (Title)

Trey Franz (Printed Name)

(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 221 rgurza@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

01.25182, 51634.05

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
STC422	NITSOL	7/30/2026	6,024.790 ✓	LIQUID
STC3033T	NITSOL	7/30/2026	0.000	LIQUID
VPF211B	NITSOL	7/30/2026	6,043.460 ✓	LIQUID
VPF3012	NITSOL	7/30/2026	0.000	LIQUID

RAIL CARS	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
			HELENA / Tons	
	TOTAL		12068.250	

Barge
12,068.250 ✓
$9,533.92
Rail
0.000

CF

Customer Liquid Barge IT
Four Parkway North

Deerfield IL 60015

Shipping Confirmation
BOL No: 34921758
Shipping Date: 07/28/2026
Order No: 34921758
Customer No: 2986339-1
Reference No:

Sold To
100070
HELENA AGRI-ENTERPRISES, LLC
223 LEVERIDGE ST
810
EAST BERNARD,TX 77435

Ship To
201098
HELENA DOCK
MILE 485

PORT LAVACA,TX 77979

Routing:
Delivering Carrier:
Freight Charges to be: Prepaid by CF
Shipping Type : Barge

Product Description: UAN 32-0-0
Analysis %:

Vehicle No	Qty Shipped	Gross Wt	Tare Wt	Net Wt
VPF211B, VPF3012	6043.460 TON	0.000 TON	0.000 TON	6043.460 TON ✓

Trailer ID: George Banta
Seal Numbers:

Note: BOL's are available to registered users within 24 hours of shipment by clicking the following link:
https://cfportal.force.com

DO NOT REPLY to this email address as it is not monitored. Please contact Sales Support at 1-800-462-8565 with any questions

CF

Customer Liquid Barge IT
Four Parkway North

Deerfield IL 60015

Shipping Confirmation
BOL No: 34921759
Shipping Date: 07/27/2026
Order No: 34921759
Customer No: 2986339-2
Reference No:

Sold To
100070
HELENA AGRI-ENTERPRISES, LLC
223 LEVERIDGE ST
810
EAST BERNARD,TX 77435

Ship To
201098
HELENA DOCK
MILE 485

PORT LAVACA,TX 77979

Routing:
Delivering Carrier:
Freight Charges to be: Prepaid by CF
Shipping Type : Barge

Product Description: UAN 32-0-0
Analysis %:

Vehicle No	Qty Shipped	Gross Wt	Tare Wt	Net Wt
STC422, STC3033T	6024.790 TON	0.000 TON	0.000 TON	6024.790 TON

Trailer ID: BOBBY JONES
Seal Numbers:

Note: BOL's are available to registered users within 24 hours of shipment by clicking the following link:
https://cfportal.force.com

DO NOT REPLY to this email address as it is not monitored. Please contact Sales Support at 1-800-462-8565 with any questions

7082126

MONTHLY TARIFF REPORT

DATE: Aug 21, 2026

REPORTING PERIOD: August (MONTH) 2026 (YEAR)

COMPANY NAME: Helena Agri-Enterprises, LLC

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

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

6,286.416 Tons	Tons of Fertilizer BARGE / RAIL	DRY OR LIQUID (Name of Product)	@ 0.79¢ per ton
0 Tons	Barrels of Crude Oil	CRUDE CONDSENSATE (Name of Product)	@ 0.125¢ per barrel

---

Subject to the tariff adopted by the City of Port Lavaca Port Commission are hereby reported by the above-named company during the period covered hereby and payment in the amount of $ 4,966.27 is attached hereto representing tariff due in accordance with the above rate.

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

WITNESS MY HAND this 21st day of AUG, 2026.

Terminal Manager (Title)

Trey Franz (Printed Name)

(Authorized Signature)

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

01.25182. 5163405

BARGES	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
CC1145B	MICRO	8/19/2026	1,603.566 ✓	DRY
CC1180B	MICRO	8/12/2026	1,609.614 ✓	DRY
CC2221	MAP	8/7/2026	1,470.426 ✓	DRY
AGS870B	UREA	8/6/2026	1,602.810 ✓	DRY

RAIL CARS	MATERIAL / REF #	DATE	HELENA / Tons	LIQUID / DRY
			HELENA / Tons	
	TOTAL		6286.416	

Barge
6,286.416 ✓
$4,966.27
Rail
0.000

DRAFT SURVEY BY DISPLACEMENT

AGS 870 B

Barge Type : **BOX**

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

LIGHT FREEBOARDS				LOADED FREEBOARDS			
Fwd Port =	11 ft	6.250	in	Fwd Port =	4 ft	1.500	in
Fwd Stbd =	11 ft	6.750	in	Fwd Stbd =	4 ft	4.500	in
Mid Port =	11 ft	7.000	in	Mid Port =	4 ft	1.000	in
Mid Stbd =	11 ft	7.500	in	Mid Stbd =	4 ft	2.750	in
Aft Port =	11 ft	7.250	in	Aft Port =	4 ft	2.000	in
Aft Stbd =	11 ft	8.000	in	Aft Stbd =	4 ft	5.000	in

Full Load:

Mean Draft =	8 ft	9.208	in
Volume (Cu. Ft.) =		61,348.190	

Light Barge:

Mean Draft =	1 ft	4.875	in
Volume (Cu. Ft.) =		9,820.412	

Cargo Deadweight:

Pounds =	3,205,620
Short Tons =	**1,602.810** ✓
Metric Tons =	1,454.047
Long Tons =	1,431.080

AmSpec Inc.

Larry C. Zeringue, Operations

7/19/2026
Page 1

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RSB009

BARGE REPORT

AGS 870 B

Barge Type : Box with Fiberglass Lift Top.

Water in Void Compartments

Empty Barge		Loaded Barge	
Bow = 1.25"		Bow = 1.25"	
1 Port = 0.50"	1 Stbd = Empty	1 Port = 1.50"	1 Stbd = Empty
2 Port = 1.50"	2 Stbd = 1.00"	2 Port = 2.00"	2 Stbd = 0.50"
3 Port = 1.00"	3 Stbd = Empty	3 Port = 1.00"	3 Stbd = Empty
4 Port = 1.50"	4 Stbd = 1.00"	4 Port = 2.00"	4 Stbd = Trace
5 Port = 0.25"	5 Stbd = 0.50"	5 Port = 1.50"	5 Stbd = Empty
Stern = 2.50"		Stern = 2.50"	

ADDITIONAL COMMENTS: Cargo box was found to be clean and free of previous cargo

AmSpec Inc.

Larry C. Zeringue, Operations

7/19/2026
Page 2

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DRAFT SURVEY BY DISPLACEMENT

CC 2221

Barge Type : **RAKE**

Depth =	13.000	ft	Length of Box =	167.250	ft
Beam =	35.000	ft	Bilge Radius =	0.500	ft
Spec Grv =	0.9965	**(LIGHT** Condition)	Rake Length =	27.750	ft
Spec Grv =	0.9965	**(LOADED** Condition)	Rake Height =	12.000	ft

LIGHT FREEBOARDS				LOADED FREEBOARDS			
Fwd Port =	11 ft	0.500	in	Fwd Port =	4 ft	1.750	in
Fwd Stbd =	11 ft	0.500	in	Fwd Stbd =	4 ft	0.000	in
Mid Port =	11 ft	4.000	in	Mid Port =	4 ft	1.750	in
Mid Stbd =	11 ft	3.500	in	Mid Stbd =	3 ft	11.500	in
Aft Port =	11 ft	8.000	in	Aft Port =	4 ft	1.500	in
Aft Stbd =	11 ft	8.000	in	Aft Stbd =	4 ft	0.000	in

Full Load:

Mean Draft =	8 ft	11.250	in
Volume (Cu. Ft.) =		57,535.592	

Light Barge:

Mean Draft =	1 ft	7.917	in
Volume (Cu. Ft.) =		10,263.752	

Cargo Deadweight:

Pounds =	2,940,852
Short Tons =	**1,470.426** ✓
Metric Tons =	1,333.950
Long Tons =	1,312.880

AmSpec Inc.

Larry C. Zeringue, Operations

7/18/2026
Page 1

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RSB009

BARGE REPORT

CC 2221

Barge Type : Rake with Steel Lift Top.

Water in Void Compartments

Empty Barge		Loaded Barge	
Bow = Empty		Bow = Empty	
1 Port = Empty	1 Stbd = Empty	1 Port = Empty	1 Stbd = Empty
2 Port = Empty	2 Stbd = Empty	2 Port = Empty	2 Stbd = Empty
3 Port = Empty	3 Stbd = Empty	3 Port = Empty	3 Stbd = Empty
4 Port = Empty	4 Stbd = Empty	4 Port = Empty	4 Stbd = Empty
5 Port = OMIT	5 Stbd = OMIT	5 Port = Empty	5 Stbd = Empty
Stern = Empty		Stern = Empty	

ADDITIONAL COMMENTS: Cargo box was found to be clean and free of previous cargo

AmSpec Inc.

Larry C. Zeringue, Operations

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RSB009

DRAFT SURVEY BY DISPLACEMENT

CC 1145 B

Barge Type : **BOX**

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

LIGHT FREEBOARDS			LOADED FREEBOARDS		
Fwd Port =	11 ft	4.750 in	Fwd Port =	4 ft	1.500 in
Fwd Stbd =	11 ft	5.000 in	Fwd Stbd =	4 ft	2.000 in
Mid Port =	11 ft	5.750 in	Mid Port =	4 ft	0.000 in
Mid Stbd =	11 ft	6.000 in	Mid Stbd =	3 ft	11.500 in
Aft Port =	11 ft	5.000 in	Aft Port =	4 ft	1.000 in
Aft Stbd =	11 ft	5.000 in	Aft Stbd =	4 ft	1.250 in

Full Load:

Mean Draft =	8 ft	11.125 in
Volume (Cu. Ft.) =		62,466.245

Light Barge:

Mean Draft =	1 ft	6.750 in
Volume (Cu. Ft.) =		10,914.162

Cargo Deadweight:

Pounds =	3,207,132
Short Tons =	**1,603.566** ✓
Metric Tons =	1,454.732
Long Tons =	1,431.755

AmSpec Inc.

Larry C. Zeringue, Operations

6/29/2026
Page 1

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RSB009

BARGE REPORT

CC 1145 B

Barge Type : Box with Fiberglass Lift Top.

Water in Void Compartments

Empty Barge		Loaded Barge	
Bow = 1.50"		Bow = 1.50"	
1 Port = 0.75"	1 Stbd = 0.50"	1 Port = Empty	1 Stbd = 1.25"
2 Port = Empty	2 Stbd = Empty	2 Port = Empty	2 Stbd = Empty
3 Port = 0.50"	3 Stbd = 1.50"	3 Port = 0.50"	3 Stbd = 2.00"
4 Port = Empty	4 Stbd = Empty	4 Port = Empty	4 Stbd = Empty
5 Port = Empty	5 Stbd = Empty	5 Port = Empty	5 Stbd = 0.50"
Stern = 1.50"		Stern = 1.50"	

ADDITIONAL COMMENTS: Cargo box was found to be clean and free of previous cargo

AmSpec Inc.

Larry C. Zeringue, Operations

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RSB009

DRAFT SURVEY BY DISPLACEMENT

CC 1180 B

Barge Type : **BOX**

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

LIGHT FREEBOARDS				LOADED FREEBOARDS			
Fwd Port =	11 ft	5.000	in	Fwd Port =	4 ft	0.000	in
Fwd Stbd =	11 ft	5.000	in	Fwd Stbd =	4 ft	0.250	in
Mid Port =	11 ft	5.750	in	Mid Port =	3 ft	11.000	in
Mid Stbd =	11 ft	5.000	in	Mid Stbd =	3 ft	11.500	in
Aft Port =	11 ft	5.500	in	Aft Port =	4 ft	2.000	in
Aft Stbd =	11 ft	4.750	in	Aft Stbd =	4 ft	2.000	in

Full Load:

Mean Draft =	8 ft	11.542	in
Volume (Cu. Ft.) =		62,709.301	

Light Barge:

Mean Draft =	1 ft	6.833	in
Volume (Cu. Ft.) =		10,962.773	

Cargo Deadweight:

Pounds =	3,219,228
Short Tons =	**1,609.614** ✓
Metric Tons =	1,460.219
Long Tons =	1,437.155

AmSpec Inc.

Larry C. Zeringue, Operations

6/29/2026
Page 1

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RSB009

BARGE REPORT

CC 1180 B

Barge Type : Box with Fiberglass Lift Top.

Water in Void Compartments

Empty Barge		Loaded Barge	
Bow = 2.50"		Bow = 2.50"	
1 Port = Empty	1 Stbd = Empty	1 Port = Empty	1 Stbd = Empty
2 Port = 0.75"	2 Stbd = 1.50"	2 Port = 0.50"	2 Stbd = 0.50"
3 Port = 0.50"	3 Stbd = 3.50"	3 Port = 0.25"	3 Stbd = 3.00"
4 Port = Empty	4 Stbd = 1.25"	4 Port = Trace	4 Stbd = 0.50"
5 Port = Empty	5 Stbd = 0.75"	5 Port = Empty	5 Stbd = 0.50"
Stern = 1.50"		Stern = 1.50"	

ADDITIONAL COMMENTS: Cargo box was found to be clean and free of previous cargo

AmSpec Inc.

Larry C. Zeringue, Operations

6/29/2026
Page 2

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

RSB009

MONTHLY TARIFF REPORT

DATE: 9/8/26

REPORTING PERIOD: August (MONTH) 2026 (YEAR)

COMPANY NAME: Prestige Oysters Inc

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

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

_____	Tons of Fertilizer Barge/Rail	Dry or Liquid _____ (Name Product)	@ 0.79¢ per ton
_____	Barrels of Crude Oil Fertilizer	Crude Condensate _____ (Name Product)	@ 0.125¢ per barrel
0	Sacks of Oysters	0	@ 0.00 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 $ 0 is attached hereto representing tariff due in accordance with above rate.

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

WITNESS MY HAND this 8th day of September, 2026

VP
(Title)

Lisa Haliti
(Printed Name)

(Duly Authorized Signature)

Port Commission's Main Office Phone Number: (361) 552-9793 Ext. 229 omunoz@portlavaca.org
Port Commission's Main Mailing Address: City of Port Lavaca Port Commission 202 N. Virginia St Port Lavaca, TX 77979

ACCOUNT AGING REPORT

9/9/2026

ACCOUNT NO#	--------- NAME ---------	LAST PAY	LAST TRANS AMT	T	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
5001		9/10/2026	$ 1,500.00	$	-					$ -
5002		9/1/2026	$ 3,700.00	$	-					$ -
5003		8/10/2026	$ 437.22	$	-					$ 437.22
5004		8/31/2026	$ 4,020.00	$	-					$ -
5005		9/3/2026	$ 2,823.00	$	-					$ -
5006		9/3/2026	$ 2,934.43	$	-					$ -
5006		9/3/2026	$4,200.00	$	-					$ -
5007		9/10/2026	$ 3,117.81	$	-					$ -
5007		9/10/2026	$ 1,754.61	$	-					$ -
5007		9/10/2026	$ 3,121.68	$	-					$ -
5008		8/26/2026	$ 9,969.50	$	-					$ -
5009		9/3/2026	$ 835.45	$	-					$ -
5011		6/9/2026	$ 2,200.00	$	1,027.52	due to credit of $13.84				$ 1,027.52
5012		8/25/2026	$ 1,862.49	$	-					$ -
5013		9/1/2026	$ 787.22	$	-					$ -
5014		9/10/2026	$ 2,351.04	$	-					$ -
										$ -
99-1963-04		9/1/2026	$ 291.00	$	-					$ -
99-1973-08		9/7/2026	$ 347.00	$	-					$ -
99-1983-09		9/1/2026	$ 291.00	$	-					$ -
99-1993-05		9/1/2026	$ 347.00	$	-					$ -
99-2003-05		8/10/2026	$ 375.00	$	-					$ 375.00
99-2015-16		9/1/2026	$ 375.00	$	-					$ -
99-2043-07		9/1/2026	$ 375.00	$	-					$ -
99-2053-12		8/31/2026	$ 294.00	$	-					$ -
99-2063-12		9/1/2026	$ 403.00	$	-					$ -
99-2073-09		9/1/2026	$ 319.00	$	-					$ -
99-2443-05		9/1/2026	$ 266.00	$	-					$ -
99-2133-07		7/1/2026	$ 319.00	$	701.80					$ 701.80
99-2134-11		9/1/2026	$ 347.00	$	-					$ -
99-2173-08		8/7/2026	$ 347.00	$	-					$ 347.00
99-2193-07		8/24/2026	$ 196.00	$	-					$ -
99-2213-04		9/1/2026	$ 196.00	$	-					$ -
99-2243-14		9/1/2026	$ 263.00	$	-					$ -
99-2253-07		9/1/2026	$ 249.00	$	-					$ -
99-2233-08		9/1/2026	$ 196.00	$	-					$ -
99-2273-08		9/1/2026	$ 196.00	$	-					$ -
99-2313-15		8/31/2026	$ 196.00	$	-					$ -
99-2443-06		9/1/2026	$ 252.00	$	-					$ -
99-2481-05		9/1/2026	$ 266.00	$	-					$ -
99-2513-07		9/1/2026	$ 238.00	$	-					$ -
99-2421-07		9/1/2026	$ 294.00	$	-					$ -
99-2543-09		9/1/2026	$ 343.00	$	-					$ -
99-2163-03		9/1/2026	$ 630.00	$	-					$ -
**** BOOK # :00	99 TOTAL ACCOUNTS:	43	$ 53,825.45		1,729.32	0	0	0	0	2,888.54

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME DESCRIPTION	CHECK #	AMOUNT
01-104500 AMAZON CAPITAL SERVICE	I-1GC3-RW17-WHRR	504 51000521.01	OFFICE : LUMBAR SUPPORT PILLOW	482	$47.71
			VENDOR TOTALS		**$47.71**
01-103058 BAREFOOT, MARK E.	I-002293	504 51000541.02	LANDSCAPING : HOSES, SPRINKLERS & SOD - NL	71436	$850.00
01-103058 BAREFOOT, MARK E.	I-002295	504 51000542.25	R & M- BUILD : RESTORE DAYROOM RESTROOM	71473	$7,500.00
			VENDOR TOTALS		**$8,350.00**
01-104071 ENTERPRISE FLEET MANAGEMENT	I-FBN5697175	504 51000551.11	VEHICLE LEASE : MAINTENANCE MANAGEMENT	1754	$724.65
			VENDOR TOTALS		**$724.65**
01-104610 ESCOBEDO, ROCIO	I-202608031671	504 51000523.03	CLEANING & JANITORIAL : CLEANING SERVICES	71448	$550.00
			VENDOR TOTALS		**$550.00**
01-104611 GARCIA, JOSE F	I-2632	504 51000542.25	R & M- BUILDING : HVAC REPLACEMENT	71558	$7,218.94
01-104611 GARCIA, JOSE F	I-2632	504 51000542.25	R & M- BUILDING : HVAC REPLACEMENT	71558	$95.00
			VENDOR TOTALS		**$7,313.94**
01-102645 GEXA ENERGY, LP	I-BG72116748	504 51000536.01	ELECTRICITY : ELECTRICITY SVCS JULY 2026	1711	$2,479.64
			NAUTICAL LANDING FLOOD LIGHT		$73.29
			NL BOAT SLIPS		$865.59
			HARBOR OF REFUGE		$0.00
			HARBOR OF REFUGE FLOOD LIGHT		$389.55
			CITY HARBOR		$0.00
			106 S COMMERCE ST UNIT MAIN		$1,151.21
			VENDOR TOTALS		**$2,479.64**
01-104228 PATTILLO, BROWN & HILL	I-523262	504 51000532.01	AUDIT FEES : AUDIT FEES	71569	$1,000.00
			VENDOR TOTALS		**$1,000.00**

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME DESCRIPTION	CHECK #	AMOUNT
01-100339 SOMETHING MORE NEWSPAPER	I-INV-0229	504 51000531.05	ADVERTISING & LEGAL NOTICES : #3504 ITB 24-065-167	71513	$487.50
			VENDOR TOTALS		**$487.50**
01-100335 PORT LAVACA, CITY OF	I-07/2026	504 51000536.03	WATER : WATER / SEWER - JULY 2026	71459	$431.71
01-100335 PORT LAVACA, CITY OF	I-08/2026	504 51000536.03	WATER : WATER / SEWER - AUGUST 2026	71572	$785.83
			VENDOR TOTALS		**$1,217.54**
01-102309 REPUBLIC SERVICES #847	I-0847-001462513	504 51000533.14	CONTRACTED SERVICES : CONTAINER - PORT COMMISSION	1734	$359.26
			VENDOR TOTALS		**$359.26**
01-100093 SPARKLIGHT	I-6990127725/0826	504 50070536.504	CABLE & INTERNET : INTERNET SERVICES	71464	$141.56
			VENDOR TOTALS		**$141.56**
01-104372 TIMECLOCK PLUS,LLC	I-INV00496613	504 116.01.004	PREPAID MISC : AUTOMATED TIME SYSTEM	71524	$186.46
			VENDOR TOTALS		**$186.46**
01-100925 ULINE	I-210579982	504 51000544.50	R & M- FURNITURE : CHAIR MATS	438	$75.59
			VENDOR TOTALS		**$75.59**
01-104795 US ARMY CORPS OF ENGINEERING	I-202607291665	504 50820533.20	CONTRACTED SERVICES : MATAGORDA SHIP CHANNEL	453	$19,900.00
			VENDOR TOTALS		**$19,900.00**
01-104238 VC3, INC.	I-VC3-257365	504 51000536.02	TELEPHONE : VOICE ORDER SVCS - AUGUST 2026	71529	$25.79
			VENDOR TOTALS		**$25.79**
			REPORT GRAND TOTAL		**$42,859.64**

CITY OF PORT LAVACA
202 N. Virginia, Port Lavaca, Texas 77979-0105 www.portlavaca.org
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Members of the Port Commision
From: Brittney Hogan, Finance Director
Subject: FY 25-26 Financial Highlights through August 31, 2026
Date: September 8, 2026

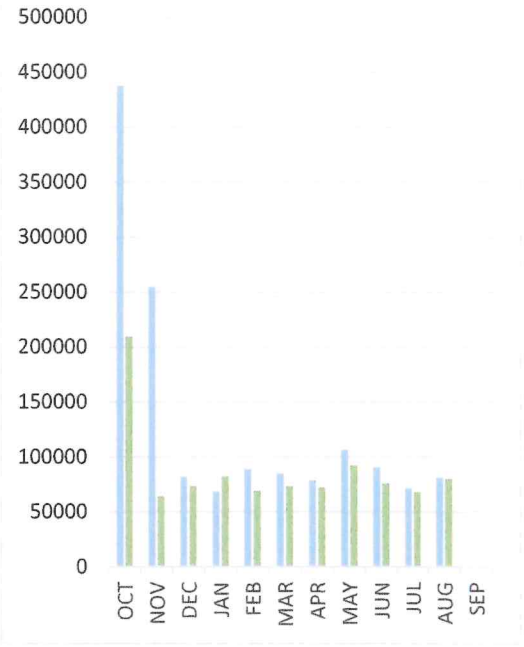
Port Commission Snapshot

	June	July	August	FYTD	
City Harbor					
Revenue	$ 12,863.12	$ 12,882.59	$ 12,882.59	$ 142,012.82	
Expenses	$ 2,401.46	$ 3,015.72	$ 2,462.59	$ 29,924.34	
Gain / (Loss)	**$ 10,461.66**	**$ 9,866.87**	**$ 10,420.00**	**$ 112,088.48**	
Harbor of Refuge					
Revenue	$ 35,984.47	$ 35,577.89	$ 50,670.02	$ 479,761.06	
Expenses	$ 11,677.93	$ 34,465.55	$ 11,965.29	$ 180,382.46	
Gain / (Loss)	**$ 24,306.54**	**$ 1,112.34**	**$ 38,704.73**	**$ 299,378.60**	
Nautical Landings					
Revenue	$ 16,128.08	$ 19,282.12	$ 14,046.81	$ 174,878.47	
Expenses	$ 36,245.07	$ 28,228.56	$ 24,797.62	$ 260,552.48	
Gain / (Loss)	**$ (20,116.99)**	**$ (8,946.44)**	**$ (10,750.81)**	**$ (85,674.01)**	
Smith Harbor					
Revenue	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 16,515.14	
Expenses	$ 553.49	$ 695.07	$ 567.58	$ 6,643.49	
Gain / (Loss)	**$ 946.51**	**$ 804.93**	**$ 932.42**	**$ 9,871.65**	
Interest Income	**$ 2,113.18**	**$ 2,465.36**	**$ 2,373.52**	**$ 28,152.60**	
Property Tax Revenue	**$ -**	**$ -**	**$ -**	**$ 96,284.00**	
Grant Revenue	**$ 22,101.25**	**$ -**	**$ -**	**$ 509,691.81**	
Total Gain / (Loss)	**$ 39,812.15**	**$ 5,303.06**	**$ 41,679.86**	**$ 969,793.12**	$ 1,447,295.90

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

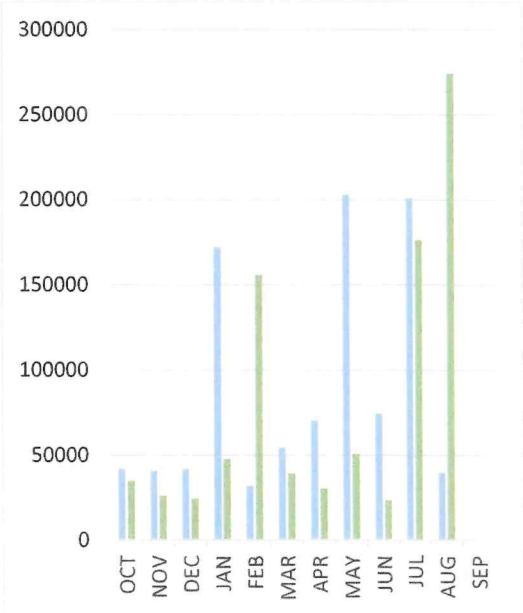
PORTS AND HARBORS REVENUE FUND

MONTH	2026 REVENUE	2025 REVENUE	VARIANCE
OCT	$437,650.61	$209,551.26	$ 228,099.35
NOV	$255,253.15	$64,149.79	$ 191,103.36
DEC	$81,935.79	$73,311.75	$ 8,624.04
JAN	$68,974.38	$82,215.56	$ (13,241.18)
FEB	$88,994.17	$69,478.78	$ 19,515.39
MAR	$85,233.63	$73,361.91	$ 11,871.72
APR	$79,018.84	$72,119.48	$ 6,899.36
MAY	$106,364.33	$92,349.21	$ 14,015.12
JUN	$90,690.10	$76,101.95	$ 14,588.15
JUL	$71,707.96	$68,274.47	$ 3,433.49
AUG	$81,472.94	$80,109.50	$ 1,363.44
SEP			
TOTAL	$1,447,295.90	$961,023.66	$ 486,272.24



PORTS AND HARBORS EXPENDITURE FUND

MONTH	2026 EXPENSES	2025 EXPENSES	VARIANCE
OCT	$42,120.48	$35,084.57	$ 7,035.91
NOV	$40,847.23	$26,164.06	$ 14,683.17
DEC	$41,898.46	$24,400.98	$ 17,497.48
JAN	$172,061.46	$47,704.64	$ 124,356.82
FEB	$31,985.15	$155,794.53	$ (123,809.38)
MAR	$54,625.15	$39,162.21	$ 15,462.94
APR	$70,525.91	$30,592.40	$ 39,933.51
MAY	$203,067.09	$50,727.24	$ 152,339.85
JUN	$74,520.45	$23,560.29	$ 50,960.16
JUL	$201,323.16	$176,231.15	$ 25,092.01
AUG	$39,793.08	$274,310.83	$ (234,517.75)
SEP			
TOTAL	$972,767.62	$883,732.90	$ 89,034.72



Cash Profit and Loss Statement

	June	July	August	FYTD
City Harbor				
Dock Lease	$ 12,863.12	$ 12,882.59	$ 12,882.59	$ 141,823.26
Oyster Tariffs	$ -	$ -	$ -	$ -
Late Payment Penalties	$ -	$ -	$ -	$ 189.56
Total City Harbor	**$ 12,863.12**	**$ 12,882.59**	**$ 12,882.59**	**$ 142,012.82**
Harbor of Refuge				
Tarrifs				
Oil	$ 3,550.73	$ 3,394.15	$ 3,341.77	$ 34,827.88
Fertilizer	$ -	$ -	$ 14,500.19	$ 85,216.35
Oyster	$ -	$ -	$ -	$ -
Rentals				
Daily Dock Rental	$ 8,650.00	$ 8,400.00	$ 8,650.00	$ 101,575.00
Rental	$ 294.00	$ 294.00	$ 294.00	$ 1,176.00
Dock Rentals	$ -	$ -	$ -	$ -
Dock Leases	$ 23,489.74	$ 23,489.74	$ 23,884.06	$ 249,498.99
Railroad Fee	$ -	$ -	$ -	$ 5,000.00
Late Payment Penalties	$ -	$ -	$ -	$ 2,466.84
Total Harbor of Refuge	**$ 35,984.47**	**$ 35,577.89**	**$ 50,670.02**	**$ 479,761.06**
Nautical Landings				
Dock Rent	$ -	$ -		$ -
Dock Lease	$ 7,944.00	$ 7,600.00	$ 7,653.00	$ 80,945.60
Building Lease	$ 7,814.28	$ 11,607.15	$ 6,359.11	$ 92,159.39
Building Rentals	$ -	$ -	$ -	$ -
Washer-Dryer	$ 306.00	$ -	$ -	$ 570.00
Miscellaneous	$ -	$ -	$ -	$ 129.55
Late Payment Penalties	$ 63.80	$ 74.97	$ 34.70	$ 1,073.93
Auction Proceeds	$ -	$ -	$ -	$ -
Total Nautical Landings	**$ 16,128.08**	**$ 19,282.12**	**$ 14,046.81**	**$ 174,878.47**
Smith Harbor				
Rent	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 16,515.14
Late Payment Penalties	$ -	$ -		$ -
Total Smith Harbor	**$ 1,500.00**	**$ 1,500.00**	**$ 1,500.00**	**$ 16,515.14**
Interest Income	**$ 2,113.18**	**$ 2,465.36**	**$ 2,373.52**	**$ 28,152.60**
Property Tax Revenue	**$ -**	**$ -**	**$ -**	**$ 96,284.00**
Grant Revenue	**$ 22,101.25**	**$ -**	**$ -**	**$ 509,691.81**
Total Income	**$ 90,690.10**	**$ 71,707.96**	**$ 81,472.94**	**$ 1,447,295.90**

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

Cash Profit and Loss Statement

	June	July	August	FYTD	
City Harbor					
Overhead Allocation	$ 2,401.46	$ 3,015.72	$ 2,462.59	$ 28,824.34	
R&M Infrastructure	$ -	$ -	$ -	$ -	
R&M Building	$ -	$ -	$ -	$ -	
Contracted Services	$ -	$ -	$ -	$ 1,100.00	
Total City Harbor	**$ 2,401.46**	**$ 3,015.72**	**$ 2,462.59**	**$ 29,924.34**	
Harbor of Refuge					
Overhead Allocation	$ 11,288.38	$ 14,175.81	$ 11,575.74	$ 135,492.87	
Electricity	$ 389.55	$ 389.74	$ 389.55	$ 3,811.32	
R&M Infrastructure	$ -	$ -	$ -	$ 3,979.75	
Contracted Services	$ -	$ 19,900.00	$ -	$ 37,098.52	
Total Harbor of Refuge	**$ 11,677.93**	**$ 34,465.55**	**$ 11,965.29**	**$ 180,382.46**	
Nautical Landings					
Overhead Allocation	$ 4,631.54	$ 5,816.22	$ 4,749.44	$ 55,591.67	
Cable & Internet	$ 391.76	$ 141.56	$ 141.56	$ 1,675.80	
R&M Building	$ 15,077.25	$ -	$ 14,813.94	$ 69,339.80	
R&M Infrastructure	$ -	$ -	$ -	$ 659.12	
R&M Furniture & Equip	$ -	$ 75.59	$ -	$ 75.59	
Cleaning & Janitorial	$ 651.81	$ 651.81	$ 550.00	$ 6,619.70	
Lighting & Decoration	$ -	$ -	$ -	$ -	
Contracted Services	$ 631.79	$ 305.70	$ 359.26	$ 7,686.37	
Windstorm Insurance	$ -	$ -	$ -	$ 21,262.32	
Flood Insurance	$ -	$ -	$ -	$ 2,754.00	
Electricity	$ 1,571.64	$ 1,827.17	$ 2,090.09	$ 18,219.11	
Telephone	$ 37.20	$ 125.92	$ 25.79	$ 1,947.44	
Water	$ 262.08	$ 293.13	$ 1,217.54	$ 3,829.12	
Landscaping	$ 250.00	$ -	$ 850.00	$ 1,290.00	
R&M Improvement OTB	$ 12,740.00	$ 18,991.46	$ -	$ 69,602.44	
Total Nautical Landings	**$ 36,245.07**	**$ 28,228.56**	**$ 24,797.62**	**$ 260,552.48**	
Smith Harbor					
Overhead Allocation	$ 553.49	$ 695.07	$ 567.58	$ 6,643.49	
Contracted Services	$ -	$ -	$ -	$ -	
Total Smith Harbor	**$ 553.49**	**$ 695.07**	**$ 567.58**	**$ 6,643.49**	
Total Expenses	**$ 50,877.95**	**$ 66,404.90**	**$ 39,793.08**	**$ 477,502.78**	
Operating Cash Flow	**$ 39,812.15**	**$ 5,303.06**	**$ 41,679.86**	**$ 969,793.12**	
CE- Land & Improvements	$ 23,642.50	$ 4,048.76	$ -	$ 233,525.84	
CE - Buildings	$ -	$ -	$ -	$ -	
CE - Infrastructure	$ -	$ -	$ -	$ -	
Dredging	$ -	$ -	$ -	$ -	
Transfer Out Fund 310	$ -	$ 63,569.00	$ -	$ 127,138.00	
Transfer Out Fund 322	$ -	$ 67,300.50	$ -	$ 134,601.00	
Net Cash Flow	**$ 16,169.65**	**$ (129,615.20)**	**$ 41,679.86**	**$ 474,528.28**	**$ 972,767.62**

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

PORT COMMISSION MONTHLY OVERHEAD

Personnel Services	$	12,623.73
Office	$	50.05
Travel & Training	$	-
Fuel	$	-
General safety and tools	$	-
Non -Capitalized Assets	$	-
Dues & Subscriptions	$	-
Audit Fees	$	1,000.00
Health & Fitness	$	37.00
Legal - Regular	$	487.50
General Liability Ins.	$	-
R & M Vehicles	$	-
Vehicle Leases	$	724.65
Administrative costs	$	4,432.42
Total	$	19,355.35

	% allocation		Allocation amount
City Harbor	12.72%	$	2,462.59
Harbor of Refuge	59.81%	$	11,575.74
Nautical Landings	24.54%	$	4,749.44
Smith Harbor	2.93%	$	567.58
	100.00%	$	19,355.35

Cash, Encumbrances, Budgeted CIP, & Bond Payments

Ending Cash Assets	As of 6/30/26	As of 7/31/26	As of 8/31/26
Ending Cash	$ 1,103,481.75	$ 985,427.98	$ 1,004,669.27
Inventments Logic	$ 638,600.15	$ 640,683.69	$ 642,779.40
Fund 210 Port Projects	$ (72,700.00)	$ (72,700.00)	$ (72,700.00)
Debt Service Funds (310 & 322)	$ (15,644.40)	$ 92,061.45	$ 92,061.45
Total Ending Cash Assets	**$ 1,632,243.00**	**$ 1,645,473.12**	**$ 1,666,810.12**

Current Encumbrances				Ordered	Received	Outstanding
PO#	Task Order	Contractor	Project Description			
26-00005		Victoria Engineering	Smith Harbor Bulkhead - Engineering	**$ 24,775.00**	$ -	$ 24,775.00
26-00033		Victoria Engineering	Downtown WaterFront Public Access	$ 75,000.00	$ 74,918.25	$ 81.75
26-00055		Barefoot, Mark E.	NL Window Replacement (6)	$ 44,898.00	$ 43,898.00	$ 1,000.00
26-00076		Lester Contracting, Inc.	Parking Lot & Sidewalk Improvement Phase 2	$ 238,848.75	$ 227,544.71	$ 11,304.04
26-00101		Barefoot, Mark E.	Restore Dayroom Restroom	$ 44,988.00	$ 37,500.00	$ 7,488.00
					Total	**$ 46,375.79**

Budgeted Capital Improvement Projects		
1 Nautical Landing Parking Lot		$ 150,000.00
2 Bulkhead Smith Harbor		$ 200,000.00
	Total	**$ 350,000.00**

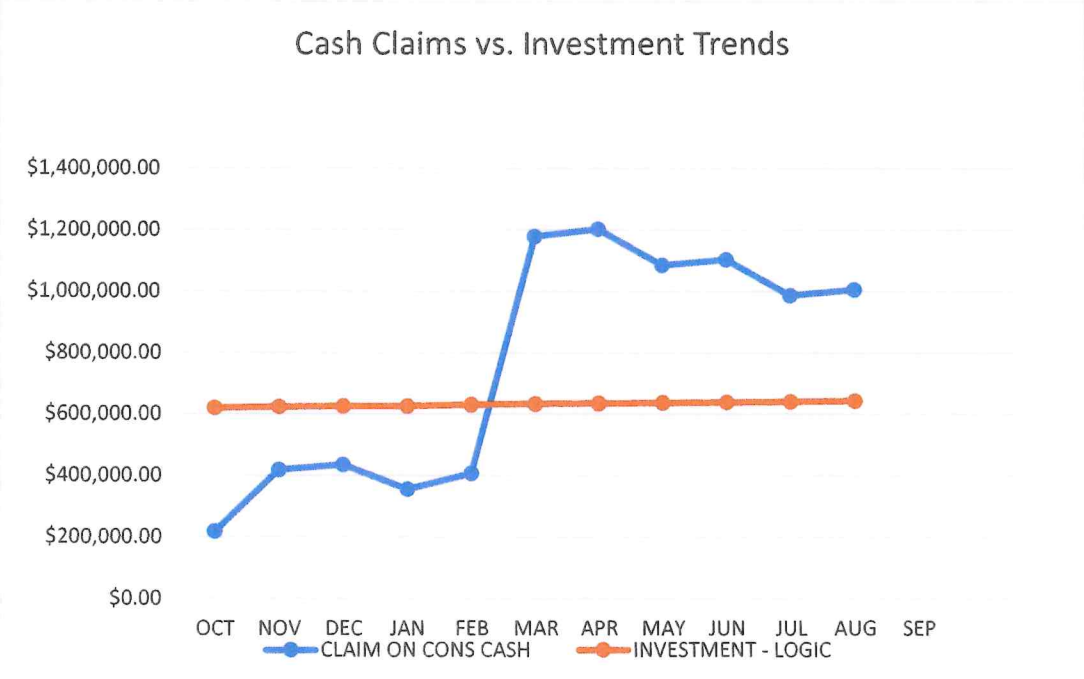
Remaining Bond Payments		
1 FY 25/26 Remaining Bond Payments		$ -
	Total	**$ -**

***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.**

PORTS AND HARBORS CLAIM ON CONS CASH & INVESTMENT - LOGIC

MONTH	CLAIM ON CONS CASH	INVESTMENT - LOGIC
OCT	$218,383.01	$620,725.39
NOV	$419,524.54	$623,170.28
DEC	$436,329.82	$625,619.76
JAN	$355,954.46	$625,619.76
FEB	$408,281.38	$630,167.65
MAR	$1,178,006.38	$632,537.71
APR	$1,202,100.41	$634,776.53
MAY	$1,083,763.10	$636,824.30
JUN	$1,103,481.75	$638,600.15
JUL	$985,427.98	$640,683.69
AUG	$1,004,669.27	$642,779.40
SEP		
TOTAL	**$8,395,922.10**	**$6,951,504.62**



COMMUNICATION

SUBJECT: CITY MANAGER'S REPORT

INFORMATION:

1.) Community Development Block Grant Mitigation Coastal Resilience Living Shoreline Project (CDBG-MIT):

2.) Community Development Block Grant Mitigation Round 2 - Replacement of Culverts Under Rail at Corporation Ditch and Voluntary Restoration of Harbor of Refuge Shoreline (CDBG-MIT):

3.) Matagorda Bay Mitigation Trust Grant Downtown Waterfront Public Access Improvement (MBMT):

4.) Matagorda Bay Mitigation Trust Grant Application (MBMT): Improvements to Boat Ramp at Harbor of Refuge

5.) Matagorda Bay Mitigation Trust Grant Application (MBMT): Litter Catchers at the Marina

6.) Texas Department of Transportation (TxDOT) Truck Route Signs:

7.) Texas Ports Association (TPA):

8.) Texas Department of Transportation (TxDOT) Maritime Division:

CITY OF PORT LAVACA

MEETING: September 15, 2026 **AGENDA ITEM ____**

DATE: 9.10.2026

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

FROM: JODY WEAVER, CITY MANAGER

SUBJECT: **CITY MANAGER'S MONTHLY REPORT**

1. **CDBG-MIT Coastal Resilience Living Shoreline Project :**
   See ***attached*** meeting notes from the September 8th weekly construction update meeting.

2. **CDBG-MIT Round 2 - Replacement of culverts under rail at Corporation Ditch and Voluntary Restoration of Harbor of Refuge Shoreline.**

   On August 20th 3 bids were received for the Voluntary Restoration of the Harbor of Refuge Shoreline.

Bidder	Total Base Bid	Total Base Bid + Alt Bid No. 1	Calendar Days to Substantial Completion
Rexco, Inc.	$139,871.00	$145,241.00	30
Lester Contracting, Inc.	$178,150.00	$195,650.00	90
Spartan Divers, LLC	$250,950.00	$275,450.00	90

   I have ***attached*** the bid tabulation. Because the low bidder was a local, well-known contractor with no issues with the bid process, and this involves 100% grant funds, and due to the timing of the Port Commission meeting and the Council meeting, I am taking the award of this contract to Council on September 14 (Monday night) with a recommendation from staff and Urban Engineering to award this to Rexco, Inc.

3. **MBMT Grant Downtown Waterfront Public Access Improvement:**
   The construction passed ADA inspection on September 4. We have been holding Lester's retainage for some time, waiting first for Maverick to complete hauling of the spoils and then waiting on the ADA inspection when we decided to wait and pour the last section of Shared Use path with the next project, so with the Port Commission's approval Tuesday, I will put the release of retainage approval on the City Council's special meeting next Monday night, September 21.

4. **MBMT Grant Application: Improvements to Boat Ramp at Harbor of Refuge**
   The Matagorda Bay Mitigation Trust has issued their 2026 Request for Proposals, which are due by 5 pm on October 14, 2026. I am working with Matt Glaze to submit an application to rebuild the Harbor of Refuge Boat Ramp. The anticipated individual project maximum award is $750,000.

5. **MBMT Grant Application: Litter catchers at the Marina**
   Our partners at GLO Clean Coast Texas have done some research for me on Litter catchers, specifically for the two storm drain pipes that drain into the Nautical Landings Marina. I am working with them to submit an application to the MBMT to provide litter catchers for these two outfalls, and possibly others.

6. **TxDOT Truck Route signs**:
   Public Works is working with Lester Contracting on a schedule when Lester can assemble a crew to do this work for us. Still on the critical path is TxDOT's contractor, as they are still not complete with the installation of the small signs.

7. **Texas Ports Association**:
   I reached out last Thursday to the info email address for TPA and got in touch with someone that it supposed to be updating the website address on their site.

8. **TxDOT Maritime Division:**
   TxDOT Maritime Division shared the following timeline with me regarding our application to fund improvements to the public dock at the Harbor of Refuge:

> The Legislative Session should wrap up around June 2027, at which point TxDOT will understand what monies may be allocated to them for grants. They will then look to the Port Mission Plan for projects, the PAAC (along with a scoring committee) will review them and make recommendations for funding to the Texas Transportation Commission (again, dependent on whether funding was allocated) – this typically happens in late June. TxDOT will then take those recommendations before the Texas Transportation Commission in August (typically) for approval. If we are approved for the funding, we would anticipate having those funds available in early 2028.

COAST & HARBOR ENGINEERING

Meeting Minutes

Project Title	Port Lavaca Living Shoreline Project
Subject	Weekly Construction Update Meeting #11
Location	Web Meeting (Microsoft Teams)
Date and Time of Meeting	09/08/2026, 09:30 AM CST
Project Number	507107066
Attendees	City of Port Lavaca (CPL): Jody Weaver, Kateryna Thomas, Jim Rudellat KSBR: Veronica Pauda Coast & Harbor Engineering (CHE): Josh Carter, Thomas Everett, Anna Hnatow, Cody Johnson, Josh Joubert Maverick Constructors (Maverick): Jeff Mizzi

Number	Item
1	**Contract Status and Information** ○ Contract Amount: $10,247,134.00 - Contract Amount after CO #1: $10,258,234.00 ○ Notice to Proceed: March 10, 2026 ○ Substantial Completion: October 26, 2026 ○ Day **182** of 230 contract days (79%)
2	**Previous Action Items** ✓ Maverick (Fuselier) to deliver the Pre-Construction Rock Breakwater corridor resurvey data for CHE review prior to rock placement. ✓ CHE to issue ESI No. 3 documenting the revised Borrow Site A/B cut elevations. ○ CHE to review the progress surveys and truck tickets to evaluate the reef breakwater bedding stone shortage and prepare a potential change order for the additional bedding stone. ○ CHE to coordinate haul routes and document road conditions with photos for hauling material from the Lighthouse Beach boat ramp to the Marsh Creation. ○ Maverick to give CPL a few days' heads-up on start and duration of material excavation at the Lighthouse Beach boat ramp. ○ CHE to review the spec on invoicing frequency and coordinate with KSBR and CPL moving to twice-monthly pay applications (and possible joint-check/stockpile-invoice options for Dirt Rocks).
3	**Construction Schedule and Progress** ○ Maverick completed the Reef Breakwater on Friday (9/4). ○ Maverick noted that Saturday and Sunday were down days while waiting on the rock breaker and gearing up to finish the Marsh Creation sections. ○ Dirt Rocks and the quarry are on site this morning with a breaker to break down the oversized Rock Breakwater bedding stone to a workable gradation. The quarry changed another screen on its power screener (now screening out everything over

10 inches) to improve the product. Maverick has run out of room in the leased staging yard to keep trucking in rock, so the focus is on breaking and processing the existing material.

4 Site Observations, Problems, and Delays

- Marsh Fill:
  - Maverick remains about 1,000 CY short on the eastern marsh cell, with the supplemental source identified at the Lighthouse Beach boat ramp.
  - The plan is to remove the side-cast spoils sitting on top of the natural grade (bring it back to level grade). Maverick's superintendent (Shane) has a good handle on what is acceptable to take.
  - Maverick is interested in harvesting this week, pending getting the trucking company back out.
  - Payment is based on marsh fill yardage placed. CHE will determine internally whether the spoil area needs a pre- and post- survey. Maverick questioned the value given the irregular (hilly) spoil surface. CHE noted this will also require an ESI or change order and will be discussed offline.
  - Maverick raised a concern about performing another joint road survey and assuming road risk with no associated change order or added cost, given only about 2,000 yards will be hauled (limited truck traffic), and asked for leniency on normal wear-and-tear (with any negligence remaining Maverick's responsibility).
  - CPL had few concerns, noting the park access road is former State Highway 35 with a strong (possibly concrete) base, and the spoils area itself is gravel.
  - Maverick is fine documenting conditions properly and will bring a dozer to grade and clean up the gravel/grass areas when finished.
- Rock Bedding Stone:
  - Bedding stone for the rock breakwater has numerous stones outside of the **approved spec. Seeing stones on the order of 24"-36"**. Should not be included in the bedding.
  - Dirt Rocks/quarry reps are on site with a breaker to size down the oversized material, after which the filtered, conforming material can be brought in.

5 RFI, ESI, and Discuss Clarifications for the Work

- ESI No. 3:
  - ESI #3 documents revisions to the borrow area cuts. It is for documentation purposes (material already harvested) and ensures the post-construction survey of the borrow areas aligns with the ESI changes.
  - Issued by CHE on 9/2/2026. Pending Maverick signature.
- ESI / Change Order (Borrow Material):
  - CHE will prepare an additional ESI or change order to document the change in borrow material source (using the Lighthouse Beach material for the marsh fill).

6 Submittals

- CHE identified the following submittals as critical to be submitted:

- Pre-Construction Survey (TS 01 71 23.16, Paragraph 3.04) :
  - Survey of Rock Breakwater corridor received 9/2/2026.
  - Waiting on Maverick to send the surface that will be used for quantity calculations for progress payments.

7 Pay Applications

- Pay App #4 Status:
  - KSBR noted that it's expected to be paid within the next couple of days.
- Pay App #5 Status:
  - KSBR reported it has moved past the GLO grant manager's review and is now in management review. The next steps are pending final processing and then processed.
  - KSBR anticipates it reaching pending final processing within the next week or two and payment within about three weeks.
- Upcoming Pay App #6:
  - Maverick proposed extending the next pay app through Friday's work (~9/6) so the Reef Breakwater is captured 100% complete, allowing the parties to reconcile the breakwater tonnage and bedding stone hauled and better assess what remains. All parties agreed.
  - The Reef Breakwater and borrow area surveys will accompany the submittal.

8 Stakeholder Concerns / Other Discussion

- KSBR will be out of office and will not attend next week's meeting (9/15).

9 Coordination of Site Visits & Next Meeting

- Josh J. will be on site this week to observe construction operations.

10 Action Item List

- Maverick to submit the cleaned Rock Breakwater corridor surface for CHE to use in quantity calculations before rock installation begins.
- Maverick to sign and return ESI No. 3 (revised Borrow Site A/B cut elevations).
- CHE to prepare an additional ESI/change order documenting the Lighthouse Beach borrow material source.
- CHE to review the progress surveys and truck tickets to evaluate the reef breakwater bedding stone shortage and prepare a potential change order for the additional bedding stone.
- CHE to coordinate haul routes and document road conditions with photos for hauling material from the Lighthouse Beach boat ramp to the Marsh Creation.
- Maverick to give CPL a few days' heads-up before harvesting the Lighthouse Beach material (targeting this week).

Coast & Harbor Engineering Staff Contact Info

Name	Title	Email	Office	Mobile
Josh Carter	Project Principal	Josh.Carter@coastharboreng.com	512-615-0816	512-289-3857
Thomas Everett	Project Manager	Thomas.Everett@coastharboreng.com	512-616-5753	504-432-5170
Anna Hnatow	Field Engineer	Anna.Hnatow@coastharboreng.com	512-616-5751	210-501-8130
Cody Johnson	Field Engineer	Cody.Johnson@coastharboreng.com	512-616-5739	239-233-0155
Josh Joubert	Field Engineer	Josh.Joubert@coastharboreng.com	512-910-8245	812-229-8110

BID TABULATION
CITY OF PORT LAVACA
HARBOR OF REFUGE SHORELINE RESTORATION
GLO CDBG-MIT CONTRACT NO. 24-065-167-F082
BID OPENING: AUGUST 20, 2026

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	REXCO, INC.		LESTER CONTRACTING, INC.		SPARTAN DIVERS, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1.	Mobilization, Insurance and Bonds	1	LS	$ 9,070.00	$ 9,070.00	$ 10,000.00	$ 10,000.00	$ 16,963.00	$ 16,963.00
2.	Silt Fence	1,000	LF	$ 9.93	$ 9,930.00	$ 6.25	$ 6,250.00	$ 12.35	$ 12,350.00
3.	Bluff Excavation	3,500	CY	$ 12.60	$ 44,100.00	$ 15.00	$ 52,500.00	$ 18.38	$ 64,330.00
4.	Place Clay Cap (18") from onsite Material	3,500	CY	$ 14.55	$ 50,925.00	$ 15.00	$ 52,500.00	$ 27.56	$ 96,460.00
5.	Place Seed & Topsoil (6")	1,200	CY	$ 11.58	$ 13,896.00	$ 37.00	$ 44,400.00	$ 27.56	$ 33,072.00
6.	Furnish & Install Erosion Control Blanket (Bionet S75BN Erosion Control Blanket as manufactured by Bionet or approved equal)	2,500	SY	$ 4.78	$ 11,950.00	$ 5.00	$ 12,500.00	$ 11.11	$ 27,775.00
TOTAL BASE BID					**$ 139,871.00**		**$ 178,150.00**		**$ 250,950.00**
ALTERNATE BID NO. 1									
A1.	Place Clay Cap (18") (material provided by the City, located at the WWTP, 800 N Commerce St, Port Lavaca, TX 77979)	500	CY	$ 10.74	$ 5,370.00	$ 35.00	$ 17,500.00	$ 49.00	$ 24,500.00
TOTAL ALTERNATE BID NO. 1					**$ 5,370.00**		**$ 17,500.00**		**$ 24,500.00**
TOTAL BASE BID + ALTERNATE BID NO. 1					**$ 145,241.00**		**$ 195,650.00**		**$ 275,450.00**
CALENDAR DAYS TO SUBSTANTIAL COMPLETION					**30**		**90**		**90**

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

B) Nautical Landings Building

1) 7 July 2026: I delivered a new lease for Suite 3 to Zbigniew Zborowski.

   31 August 2026: I received the lease back for Suite 3.

C) Nautical Landings Marina

1) Horizon Environmental has been on-site 11 times since the last PC meeting.

2) 21 July 2026: Maverick Constructors commenced building the Matrix block breakwater. They are still approximately 1000 cubic yards short after moving all of the spoil material from Smith Harbor for the wetland creation. The balance will come from the Lighthouse Beach Park dredge spoil area.

D) Smith Harbor

1) 8 September 2026 at 2:00, we had a predevelopment meeting with Sasha Nevarez.

E) Harbor of Refuge

1) 20 August 2026: Bid opening for west shoreline rehab project.
   Rexco was the low bidder.

1) Matt Glaze with Urban Engineering is working on plans for the HOR boat ramp.

F) To-Do List - Raymond Butler

COMMUNICATION

SUBJECT: REVIEW THE CERTIFICATE OF COMPLETION AND CONSIDER RECOMMENDATION TO CITY COUNCIL FOR APPROVAL AND RELEASE OF RETAINAGE FOR THE CITY OF PORT LAVACA DOWNTOWN WATERFRONT PUBLIC ACCESS PARKING LOT AND SIDEWALK IMPROVEMENTS PRESENTER JODY WEAVER

INFORMATION:

CITY OF PORT LAVACA

PORT COMMISSION: 09. 15.2026

DATE: 09.10.2026

TO: JODY WEAVER, CITY MANAGER

FROM: KATERYNA THOMAS, GRANTS & CIP COORDINATOR

SUBJECT: REVIEW AND ACCEPT A CERTIFICATE OF COMPLETION; RECOMMEND TO CITY COUNCIL TO APPROVE CERTIFICATE OF COMPLETION AND RELEASE OF RETAINAGE FOR THE CITY OF PORT LAVACA DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS, PARKING LOT & SIDEWALK IMPROVEMENTS, MATAGORDA BAY MITIGATION TRUST GRANT

Background:

As part of the Matagorda Bay Mitigation Trust grant awarded to the City of Port Lavaca for the Downtown Waterfront Public Access Improvements – Parking Lot & Sidewalk Improvements project, Lester Contracting completed the construction work in accordance with the project requirements.
The completed improvements successfully passed the required ADA inspection. The project is now complete, and all required closeout documentation has been submitted.

Financial Implication:

The project has been budgeted, and the associated costs will be paid from the City's Ports & Harbors Fund.

Request Action:

Staff requests that the Port Commission review and accept the Certificate of Completion and recommend that City Council approve the Certificate of Completion and release of the project retainage to Lester Contracting, subject to all applicable closeout requirements.

Attachments:

Certificate of Completion
Pay Application # 4 (release of retainage)
Photos

PROJECT COMPLETED









URBAN engineering

September 11, 2026

Ms. Jody Weaver
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979

RE: City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

Dear Ms. Weaver:

Attached are Pay Estimate Request #4 (June 1–August 31, 2026) and Pay Estimate Request #5 Final & Retainage for work completed by Lester Contracting, Inc. on the City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements. The construction of the physical improvements has been completed.

I recommend that payments be made in the following amounts:

- Pay Estimate Request #4: $1,964.60
- Pay Estimate Request #5 Final & Retainage: $12,079.44

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com. Thank you for your assistance.

Sincerely,

Matt A. Glaze, P.E.
Vice President

MAG/hmm

Attachments

cc: Ken Lester, Lester Contracting, Inc.
Connie Novosad, Urban Engineering

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Via(Architect/:
Engineer)

Application No: 4
Invoice No: 2603604
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

For:

Original Contract sum.....	238,848.75
Change Orders.....	2,740.00
Contract sum.....	241,588.75
Completed to date.....	241,588.75
Retainage.....	12,079.44
Total earned less retainage.....	229,509.31
Previous billings.....	227,544.71
Current payment due.....	1,964.60
Sales tax.....	0.00
Total due.....	1,964.60

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
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For:

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Invoice Date: 8/31/2026
Terms: Net 30
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Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

No.	Description	Total Quantity		Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
1	Mobilization and Bonds (Max 10%)	1	LS	12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
2	Warning Devices Traffic control	1	LS	750.00	750.00	1	750.00	750.00	0.00
3	Construction Staking	1	LS	3,600.00	3,600.00	1	3,600.00	3,600.00	0.00
4	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	32.00	5,280.00	165	5,280.00	5,280.00	0.00
5	Storm Sewer Main (6") Perforated w/filter sock	225	LF	33.00	7,425.00	225	7,425.00	7,425.00	0.00
6	Junction Box (4x4)	1	EA	9,000.00	9,000.00	1	9,000.00	9,000.00	0.00
7	Reclaim Roadway & Stabilize w/Cement 6"	1,280	SY	5.00	6,400.00	1,280	6,400.00	6,400.00	0.00
8	Cement for Roadway Stabilization	14	TONS	425.00	5,950.00	14	5,950.00	5,950.00	0.00
9	Additional Limestone Base (Type A, Gr 2) for Crown	50	TONS	70.00	3,500.00	50	3,500.00	3,500.00	0.00
10	Moisture Condition & Proofroll Subgrade	265	SY	1.00	265.00	265	265.00	265.00	0.00
11	Crushed Limestone Base (8")	265	SY	28.00	7,420.00	265	7,420.00	7,420.00	0.00
12	Prime Coat (MC-30)	1,545	SY	3.25	5,021.25	1,545	5,021.25	5,021.25	0.00
13	Two Course (AC-15P & PB GR4 and GR3)	1,545	SY	17.50	27,037.50	1,545	27,037.50	27,037.50	0.00
14	Construct Permeable Pavement (Truegrid and base)	3,610	SY	9.00	32,490.00	3,610	32,490.00	32,490.00	0.00
15	Concrete Curb (6" Curb & Gutter)	330	LF	52.00	17,160.00	330	17,160.00	17,160.00	0.00
16	Concrete Sidewalk	5,920	SF	9.00	53,280.00	5,920	53,280.00	47,952.00	5,328.00
17	Concrete Pavement	360	SF	16.00	5,760.00	360	5,760.00	5,760.00	0.00
18	Precast Concrete Wheel Stop	47	EA	125.00	5,875.00	47	5,875.00	5,875.00	0.00
19	Pavement Markings (4" White)	600	LF	1.00	600.00	600	600.00	600.00	0.00
20	Pavement Markings (Handicap Symbol)	2	EA	150.00	300.00	2	300.00	300.00	0.00
21	Traffic Sign	2	EA	450.00	900.00	2	900.00	900.00	0.00
22	Rain Garden Wall	160	LF	100.00	16,000.00	160	16,000.00	16,000.00	0.00
23	Rain Garden Fill (fabric, rock, soil media)	520	SF	13.00	6,760.00	520	6,760.00	6,760.00	0.00
24	Place Sod & Topsoil	8,100	SF	0.75	6,075.00	8,100	6,075.00	6,075.00	0.00
25	CO#1 Install 5x2 blocks	1	LS	6,000.00	6,000.00	1	6,000.00	6,000.00	0.00
26	CO#2 Site Grading for Sidewalk	1	LS	2,500.00	2,500.00	1	2,500.00	0.00	2,500.00

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

For:

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Via(Architect/:
Engineer)

Application No: 4
Invoice No: 2603604
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
27	CO#2A Credit for Item 16A	1 LS	-5,760.00	-5,760.00	1	-5,760.00	0.00	-5,760.00
				241,588.75		241,588.75	239,520.75	2,068.00

LESTER CONTRACTING, INC.
CITY OF PORT LAVACA
DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS - PARKING LOT & SIDEWALK IMPROVEMENTS
PORT LAVACA, TEXAS

Pay Estimate #4 Date: 09/11/2026

Item No.	Description	Approved Contract				Quantities		Amounts		% Complete Amount
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	$ 12,000.00	$ 12,000.00	0	1	$ -	$ 12,000.00	100.00%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	$ 750.00	$ 750.00	0	1	$ -	$ 750.00	100.00%
3.	Construction Staking	1	LS	$ 3,600.00	$ 3,600.00	0	1	$ -	$ 3,600.00	100.00%
TOTAL GENERAL					$ 16,350.00			$ -	$ 16,350.00	100.00%
IMPROVEMENTS										
4.	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	$ 32.00	$ 5,280.00	0	165	$ -	$ 5,280.00	100.00%
5.	Storm Sewer Main (6") (Perforated with Filter Sock)	225	LF	$ 33.00	$ 7,425.00	0	225	$ -	$ 7,425.00	100.00%
6.	Junction Box (4' x 4')	1	EA	$ 9,000.00	$ 9,000.00	0	1	$ -	$ 9,000.00	100.00%
7.	Reclaim Roadway and Stabilize with Cement (6")	1,280	SY	$ 5.00	$ 6,400.00	0	1,280	$ -	$ 6,400.00	100.00%
8.	Cement for Roadway Stabilization	14	TONS	$ 425.00	$ 5,950.00	0	14	$ -	$ 5,950.00	100.00%
9.	Additional Limestone Base (Type A, Grade 2) for Roadway Crown (As Directed by Engineer)	50	TONS	$ 70.00	$ 3,500.00	0	50	$ -	$ 3,500.00	100.00%
10.	Moisture Condition & Proof Roll Subgrade	265	SY	$ 1.00	$ 265.00	0	265	$ -	$ 265.00	100.00%
11.	Crushed Limestone Flexible Base (8") (Type A, Grade 1 or 2)	265	SY	$ 28.00	$ 7,420.00	0	265	$ -	$ 7,420.00	100.00%
12.	Prime Coat (MC-30)	1,545	SY	$ 3.25	$ 5,021.25	0	1,545	$ -	$ 5,021.25	100.00%
13.	Two Course Surface Treatment (AC-15P & PB, GR4 & GR3 Pre-Coated Aggregate)	1,545	SY	$ 17.50	$ 27,037.50	0	1,545	$ -	$ 27,037.50	100.00%
14.	Construct Permeable Pavement (Includes Truegrid & Crushed Limestone)	3,610	SF	$ 9.00	$ 32,490.00	0	3,610	$ -	$ 32,490.00	100.00%
15.	Concrete Curb (6" Curb & Gutter)	330	LF	$ 52.00	$ 17,160.00	0	330	$ -	$ 17,160.00	100.00%
16.	Concrete Sidewalk	5,920	SF	$ 9.00	$ 53,280.00	592	5,920	$ 5,328.00	$ 53,280.00	100.00%
16A.	Concrete Pavement	360	SF	$ 16.00	$ 5,760.00	0	360	$ -	$ 5,760.00	100.00%
17.	Precast Concrete Wheel Stop	47	EA	$ 125.00	$ 5,875.00	0	47	$ -	$ 5,875.00	100.00%
18.	Pavement Markings (Permanent) (4" White) (Sherwin Williams)	600	LF	$ 1.00	$ 600.00	0	600	$ -	$ 600.00	100.00%
19.	Pavement Markings (Permanent) (Handicap Symbol White) (Sherwin Williams)	2	EA	$ 150.00	$ 300.00	0	2	$ -	$ 300.00	100.00%
20.	Traffic Sign Installation (Permanent) (Measured Per Post)	2	EA	$ 450.00	$ 900.00	0	2	$ -	$ 900.00	100.00%
21.	Rain Garden Wall	160	LF	$ 100.00	$ 16,000.00	0	160	$ -	$ 16,000.00	100.00%
22.	Rain Garden Fill (Includes Filter Fabric, Crushed Rock & Soil Media)	520	SF	$ 13.00	$ 6,760.00	0	520	$ -	$ 6,760.00	100.00%
23.	Place Sod and Topsoil	8,100	SF	$ 0.75	$ 6,075.00	0	8,100	$ -	$ 6,075.00	100.00%
TOTAL IMPROVEMENTS					$ 222,498.75			$ 5,328.00	$ 222,498.75	100.00%
CHANGE ORDER NO. 1										
24.	Install 5x2 Limestone Blocks	1	LS	$ 6,000.00	$ 6,000.00	0	1	$ -	$ 6,000.00	100.00%
TOTAL CHANGE ORDER NO. 1					$ 6,000.00			$ -	$ 6,000.00	100.00%
CHANGE ORDER NO. 2										
25.	Site Grading for Sidewalk Area	1	LS	$ 2,500.00	$ 2,500.00	1	1	$ 2,500.00	$ 2,500.00	100.00%
26.	Credit for #16A Concrete Pavement	-360	SF	$ 16.00	$ (5,760.00)	-360	-360	$ (5,760.00)	$ (5,760.00)	100.00%
TOTAL CHANGE ORDER NO. 2					$ (3,260.00)			$ (3,260.00)	$ (3,260.00)	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1					$ 241,588.75					
				TOTALS	$ 241,588.75			$ 2,068.00	$ 241,588.75	100.00%

			Retainage %
Total Work Completed	$ 2,068.00	$ 241,588.75	
Less Retainage	$ (103.40)	$ (12,079.44)	5.00%
Less Previous Invoices	$ -	$ (227,544.71)	
Total Due This Estimate	$ 1,964.60	$ 1,964.60	

U.E. Job # E23799.01

To(OWNER): City of Port Lavaca
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Port Lavaca, TX 77979-0105

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Via(Architect/:
Engineer)

Application No: 5
Invoice No: 2603605R
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

For:

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Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Via(Architect/:
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No.	Description	Total Quantity		Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
1	Mobilization and Bonds (Max 10%)	1	LS	12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
2	Warning Devices Traffic control	1	LS	750.00	750.00	1	750.00	750.00	0.00
3	Construction Staking	1	LS	3,600.00	3,600.00	1	3,600.00	3,600.00	0.00
4	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	32.00	5,280.00	165	5,280.00	5,280.00	0.00
5	Storm Sewer Main (6") Perforated w/filter sock	225	LF	33.00	7,425.00	225	7,425.00	7,425.00	0.00
6	Junction Box (4x4)	1	EA	9,000.00	9,000.00	1	9,000.00	9,000.00	0.00
7	Reclaim Roadway & Stabilize w/Cement 6"	1,280	SY	5.00	6,400.00	1,280	6,400.00	6,400.00	0.00
8	Cement for Roadway Stabilization	14	TONS	425.00	5,950.00	14	5,950.00	5,950.00	0.00
9	Additional Limestone Base (Type A, Gr 2) for Crown	50	TONS	70.00	3,500.00	50	3,500.00	3,500.00	0.00
10	Moisture Condition & Proofroll Subgrade	265	SY	1.00	265.00	265	265.00	265.00	0.00
11	Crushed Limestone Base (8")	265	SY	28.00	7,420.00	265	7,420.00	7,420.00	0.00
12	Prime Coat (MC-30)	1,545	SY	3.25	5,021.25	1,545	5,021.25	5,021.25	0.00
13	Two Course (AC-15P & PB GR4 and GR3)	1,545	SY	17.50	27,037.50	1,545	27,037.50	27,037.50	0.00
14	Construct Permeable Pavement (Truegrid and base)	3,610	SY	9.00	32,490.00	3,610	32,490.00	32,490.00	0.00
15	Concrete Curb (6" Curb & Gutter)	330	LF	52.00	17,160.00	330	17,160.00	17,160.00	0.00
16	Concrete Sidewalk	5,920	SF	9.00	53,280.00	5,920	53,280.00	53,280.00	0.00
17	Concrete Pavement	360	SF	16.00	5,760.00	360	5,760.00	5,760.00	0.00
18	Precast Concrete Wheel Stop	47	EA	125.00	5,875.00	47	5,875.00	5,875.00	0.00
19	Pavement Markings (4" White)	600	LF	1.00	600.00	600	600.00	600.00	0.00
20	Pavement Markings (Handicap Symbol)	2	EA	150.00	300.00	2	300.00	300.00	0.00
21	Traffic Sign	2	EA	450.00	900.00	2	900.00	900.00	0.00
22	Rain Garden Wall	160	LF	100.00	16,000.00	160	16,000.00	16,000.00	0.00
23	Rain Garden Fill (fabric, rock, soil media)	520	SF	13.00	6,760.00	520	6,760.00	6,760.00	0.00
24	Place Sod & Topsoil	8,100	SF	0.75	6,075.00	8,100	6,075.00	6,075.00	0.00
25	CO#1 Install 5x2 blocks	1	LS	6,000.00	6,000.00	1	6,000.00	6,000.00	0.00
26	CO#2 Site Grading for Sidewalk	1	LS	2,500.00	2,500.00	1	2,500.00	2,500.00	0.00

To(OWNER): City of Port Lavaca
202 North Virginia Street
Port Lavaca, TX 77979-0105

From: LESTER CONTRACTING, inc.
P. O. BOX 986
PORT LAVACA, TX 77979
(361) 552-3024

For:

Project: CITYOFPL/DWTWN WATERFRONT ACCE
PL BAYFRONT
Port Lavaca, TX 77979

Via(Architect/:
Engineer)

Application No: 5
Invoice No: 2603605R
Invoice Date: 8/31/2026
Terms: Net 30
Due Date: 9/30/2026
Period To: 8/31/2026
Project No: CONTRACT
Contract Date: 2/23/2026

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
27	CO#2A Credit for Item 16A	1 LS	-5,760.00	-5,760.00	1	-5,760.00	-5,760.00	0.00
				241,588.75		241,588.75	241,588.75	0.00

LESTER CONTRACTING, INC.
CITY OF PORT LAVACA
DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS - PARKING LOT & SIDEWALK IMPROVEMENTS
PORT LAVACA, TEXAS

Pay Estimate #5 Final & Retainage Date: 09/11/2026

Item No.	Description	Approved Contract				Quantities		Amounts		% Complete Amount
		Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	$ 12,000.00	$ 12,000.00	0	1	$ -	$ 12,000.00	100.00%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	$ 750.00	$ 750.00	0	1	$ -	$ 750.00	100.00%
3.	Construction Staking	1	LS	$ 3,600.00	$ 3,600.00	0	1	$ -	$ 3,600.00	100.00%
TOTAL GENERAL					$ 16,350.00			$ -	$ 16,350.00	100.00%
IMPROVEMENTS										
4.	Storm Sewer Main (6") (Dual Solid Wall)	165	LF	$ 32.00	$ 5,280.00	0	165	$ -	$ 5,280.00	100.00%
5.	Storm Sewer Main (6") (Perforated with Filter Sock)	225	LF	$ 33.00	$ 7,425.00	0	225	$ -	$ 7,425.00	100.00%
6.	Junction Box (4' x 4')	1	EA	$ 9,000.00	$ 9,000.00	0	1	$ -	$ 9,000.00	100.00%
7.	Reclaim Roadway and Stabilize with Cement (6")	1,280	SY	$ 5.00	$ 6,400.00	0	1,280	$ -	$ 6,400.00	100.00%
8.	Cement for Roadway Stabilization	14	TONS	$ 425.00	$ 5,950.00	0	14	$ -	$ 5,950.00	100.00%
9.	Additional Limestone Base (Type A, Grade 2) for Roadway Crown (As Directed by Engineer)	50	TONS	$ 70.00	$ 3,500.00	0	50	$ -	$ 3,500.00	100.00%
10.	Moisture Condition & Proof Roll Subgrade	265	SY	$ 1.00	$ 265.00	0	265	$ -	$ 265.00	100.00%
11.	Crushed Limestone Flexible Base (6") (Type A, Grade 1 or 2)	265	SY	$ 28.00	$ 7,420.00	0	265	$ -	$ 7,420.00	100.00%
12.	Prime Coat (MC-30)	1,545	SY	$ 3.25	$ 5,021.25	0	1,545	$ -	$ 5,021.25	100.00%
13.	Two Course Surface Treatment (AC-15P & PB, GR4 & GR3 Pre-Coated Aggregate)	1,545	SY	$ 17.50	$ 27,037.50	0	1,545	$ -	$ 27,037.50	100.00%
14.	Construct Permeable Pavement (Includes Truegrid & Crushed Limestone)	3,610	SF	$ 9.00	$ 32,490.00	0	3,610	$ -	$ 32,490.00	100.00%
15.	Concrete Curb (6" Curb & Gutter)	330	LF	$ 52.00	$ 17,160.00	0	330	$ -	$ 17,160.00	100.00%
16.	Concrete Sidewalk	5,920	SF	$ 9.00	$ 53,280.00	0	5,920	$ -	$ 53,280.00	100.00%
16A.	Concrete Pavement	360	SF	$ 16.00	$ 5,760.00	0	360	$ -	$ 5,760.00	100.00%
17.	Precast Concrete Wheel Stop	47	EA	$ 125.00	$ 5,875.00	0	47	$ -	$ 5,875.00	100.00%
18.	Pavement Markings (Permanent) (4" White) (Sherwin Williams)	600	LF	$ 1.00	$ 600.00	0	600	$ -	$ 600.00	100.00%
19.	Pavement Markings (Permanent) (Handicap Symbol White) (Sherwin Williams)	2	EA	$ 150.00	$ 300.00	0	2	$ -	$ 300.00	100.00%
20.	Traffic Sign Installation (Permanent) (Measured Per Post)	2	EA	$ 450.00	$ 900.00	0	2	$ -	$ 900.00	100.00%
21.	Rain Garden Wall	160	LF	$ 100.00	$ 16,000.00	0	160	$ -	$ 16,000.00	100.00%
22.	Rain Garden Fill (Includes Filter Fabric, Crushed Rock & Soil Media)	520	SF	$ 13.00	$ 6,760.00	0	520	$ -	$ 6,760.00	100.00%
23.	Place Sod and Topsoil	8,100	SF	$ 0.75	$ 6,075.00	0	8,100	$ -	$ 6,075.00	100.00%
TOTAL IMPROVEMENTS					$ 222,498.75			$ -	$ 222,498.75	100.00%
CHANGE ORDER NO. 1										
24.	Install 5x2 Limestone Blocks	1	LS	$ 6,000.00	$ 6,000.00	0	1	$ -	$ 6,000.00	100.00%
TOTAL CHANGE ORDER NO. 1					$ 6,000.00			$ -	$ 6,000.00	100.00%
CHANGE ORDER NO. 2										
25.	Site Grading for Sidewalk Area	1	LS	$ 2,500.00	$ 2,500.00	0	1	$ -	$ 2,500.00	100.00%
26.	Credit for #16A Concrete Pavement	-360	SF	$ 16.00	$ (5,760.00)	0	-360	$ -	$ (5,760.00)	100.00%
TOTAL CHANGE ORDER NO. 2					$ (3,260.00)			$ -	$ (3,260.00)	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1					$ 241,588.75					
				TOTALS	$ 241,588.75			$ -	$ 241,588.75	100.00%

Total Work Completed	$ -	$ 241,588.75	Retainage %
Less Retainage	$ -	$ -	5.00%
Less Previous Invoices	$ -	$ (229,509.31)	
Final Payment Due	$ -	$ 12,079.44	

I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering

STATE OF TEXAS
MATT A. GLAZE
99253
LICENSED
PROFESSIONAL ENGINEER

Page 1 of 1

U.E. Job # E23799.01

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: 09/09/2026

OWNER:	City of Port Lavaca
CONTRACTOR:	Lester Contracting, Inc.
CONTRACT DATE:	February 23, 2026
CONTRACT AMOUNT:	$241,588.75
CONTRACT:	The construction of approximately 1,545 square yards of pavement and approximately 6,280 square feet of concrete sidewalk at Nautical Landings Marina in Port Lavaca, Texas.
PROJECT:	City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

OWNER's CONTRACT NO.: N/A ENGINEER's PROJECT NO: E23799.01

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on 09-04-2026 (Date of Final Completion)

Executed by ENGINEER on September 9 (Date), 2026.

Urban Engineering
(ENGINEER)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on September 10 (Date), 2026.

Lester Contracting, Inc.
(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____ (Date), _____.

City of Port Lavaca
(OWNER)

By: _____
(Authorized Signature)

COMMUNICATION

SUBJECT: CONSIDER ENTERING INTO A NEW LEASE WITH SPIRETEK, NAUTICAL LANDINGS BUILDING, SUITE 2. PRESENTER JODY WEAVER

INFORMATION:

REGULAR PORT COMMISSION MEETING:

DATE: 9/15/2026

TO: PORT COMMISSION

FROM: Jody Weaver

SUBJECT: CONSIDER ENTERING INTO A NEW LEASE WITH SPIRETEK, NAUTICAL LANDINGS BUILDING, SUITE 2 – PRESENTER JODY WEAVER.

COMMUNICATION

SUBJECT: CONSIDER ENTERING INTO A NEW LEASE WITH BAY LTD. AT NAUTICAL LANDINGS BUILDING, SUITE 5. PRESENTER JODY WEAVER

INFORMATION:

REGULAR PORT COMMISSION MEETING:

DATE: 9/15/2026

TO: PORT COMMISSION

FROM: Jody Weaver

SUBJECT: CONSIDER ENTERING INTO A NEW LEASE WITH BAY LTD., NAUTICAL LANDINGS BUILDING, SUITE 5 – PRESENTER JODY WEAVER.

COMMUNICATION

SUBJECT: CONSIDER ENTERING INTO A LEASE WITH ZBIGNIEW ZBOROWSKI AT NAUTICAL LANDINGS BUILDING, STE. 3 PRESENTER JODY WEAVER

INFORMATION:

MASTER-TEMPLATE
OFFICE LEASE AGREEMENT

DATE: August 1, 2026

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

TENANT:
Company name & address:

Home office address:

Contact #'s & email:

Local responsibility:

Emergency contact:

PREMISES: SUITE NAUTICAL LANDINGS BUILDING

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

Term (months): 12 with one (1) year option to extend upon 90 days' advance written notice*

Commencement Date: August 1, 2026

Termination Date: July 31, 2027 (*ref. Section E – Special Provisions*)

Monthly payments due:

Premises lease at $/sf:	$
Trash Service:	$
Subtotal Rent:	$
Electricity:	$
Water/sewer/GBRA fee:	$

TOTAL Rent (monthly):

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

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

Tenant's Water/Sewer/GBRA raw water fee Share: $/month (*ref Section B.1.g.ii)*

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

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 **$**, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of **$0.07182/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/Sewer service and GBRA raw water fee**: Tenant shall reimburse Landlord directly for its water and sewer service and GBRA raw water fee with a monthly sum of **$**, being a mutually agreed upon estimate of the average cost of water and sewer services and GBRA raw water fee used monthly, based upon the water, sewer, and GBRA raw water fee rates in effect on the beginning date of this lease. Such payment for water and sewer service and GBRA raw water fee 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, sewer, and GBRA raw water fee rate being paid by Landlord.

B.1.g.iii. **Trash Disposal:** Tenant shall reimburse Landlord directly for trash disposal services (use of dumpster) with a monthly sum of **$**, 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. Any assignment shall be void and of no effect. If City does consent to an assignment, Tenant shall not be relieved of any responsibility under this Lease.

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 July 31, 2027, 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 July 31, 2027. If the one-year option is exercised, the Rent shall be adjusted on October 1, 2027 by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st. City may give a courtesy notice of any increase, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

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

_____

Luis De La Garza, Mayor

_____

_____

COMMUNICATION

SUBJECT: TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY), IN ACCORDANCE WITH CHAPTER 551, TITLE 5, SECTION 551.072 OF THE TEXAS GOVERNMENT CODE

INFORMATION:

REGULAR PORT COMMISSION MEETING:

DATE: 9/15/2026

TO: PORT COMMISSION

FROM: Jody Weaver

SUBJECT: ANNOUNCEMENT BY CHAIRMAN THAT PORT COMMISSION WILL RETIRE INTO CLOSED SESSION.

COMMUNICATION

SUBJECT: RETURN TO OPEN SESSION AND TAKE ANY ACTION DEEMED NECESSARY WITH REGARD TO MATTTERS IN CLOSED SESSION

INFORMATION:

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