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NOTICE OF PUBLIC MEETING

Jodi Casley
COUNTY CLERK
VICTORIA COUNTY, TEXAS

NOTICE IS HEREBY GIVEN pursuant to Section 559.041 of the Texas Government Code, that the Navigation and Canal Commissioners of the VICTORIA COUNTY NAVIGATION DISTRICT (the "District") will meet on January 19, 2021, at 1:00 p.m. at the District's administrative office, located at 1934 FM 1432, Victoria, Texas. For the safety and well-being of the District's Commissioners, Staff, consultants, and other meeting attendees, participants have the option to join the meeting via computer, tablet, or smartphone at: <https://global.gotomeeting.com/join/392592901>. Dial-in access is also available, toll free, at 1-866-899-4679. Access Code: 392-592-901.

The subjects of such meeting shall be:*

1. Approval of minutes of the meetings held December 15, 2020 and January 11, 2021.
2. To receive public comment (limited to three minutes per person).
3. To receive the following Staff and Committee reports:
 - A. Executive Director/Executive Committee - Business recruitment; development of the Port of Victoria North and South Industrial Sites; leases and contracts; federal, state, and local governmental affairs; rail issues; USACE update; upcoming Port and industry events; Port tenant updates; and, other related operational, administrative, and governmental matters.
 - i) To review and consider approval of a Services Agreement with Resolute Media Solutions, LLC in Victoria, Texas, for consulting services related to public relations, social media content, and other related matters, and take appropriate action.
 - ii) To receive a recommendation from Staff for a six (6) month extension of the previously implemented tariff charge reduction for frac sand moved through the Port of Victoria and take appropriate action.
 - iii) To receive, review and consider approval and ratification of a License Agreement with the United States Army Corps of Engineers for maintenance and operation of the Port of Victoria's South Industrial Site General Purpose Dock, and take appropriate action.
 - iv) To consider approval of a proposed letter of support for the Executive Director's application for nomination to the U.S. Department of Transportation, Maritime Administration (MARAD), U.S. Maritime Transportation System National Advisory Committee (MTSNAC), and take appropriate action.

Robby Burdge
Chairman

Byron Burris, II
Vice-Chairman

Donald Pozzi
Secretary

Elton Calhoun
Commissioner

John H. Gilley, IV
Commissioner

Sean Stibich
Executive Director

Duane G. Crocker
Legal Counsel

VICTORIA COUNTY
NAVIGATION DISTRICT

1934 FM 1432
Victoria, TX 77905
Ph: 361-570-8855
Fax: 361-570-8854

www.portofvictoria.com



- v) To receive, review, and consider a proposed Memorandum of Understanding between the District, the City of Victoria, Victoria County, The Victoria Regional Airport, and The Victoria Sales Tax Development Corporation identifying the District's intentions with respect to a proposed mutually beneficial collaborative economic development initiative by the identified entities, and take appropriate action.
 - vi) To receive, review, and consider a proposed short-term Grazing Lease with Mr. Don Elkins for the District's property located at 1088 Black Bayou Road #2 in Bloomington, Texas, and take appropriate action.
 - vii) To receive, review, and consider authorizing the execution and return of various documents related to the award and administration of an EDA CARES Act grant recently awarded to the District for rail infrastructure improvements, and take appropriate action.
 - viii) To receive information pertaining to the status of the current agreement between the District and the Victoria Economic Development Corporation, review the terms, provisions, and the services to be provided under said agreement, and take appropriate action with respect to any required extension or modification of same.
 - ix) To receive, review, and consider approval of an Access Agreement with Southern Rock Energy Partners for access to the Port of Victoria's South Industrial Site, and take appropriate action on same.
 - x) To receive information and consider authorizing the solicitation of letters of interest and statements of qualifications from railroad and terminal operating service companies for rail operations, switching services, and/or the joint development and operation of a proposed rail, barge, and truck terminal at the Port of Victoria's Industrial Site(s), and take appropriate action.
- B. Operations Manager - Activities and matters related to waterborne traffic activity; security matters; and, operations at the Port of Victoria.
- C. Finance Committee - Activities and matters related to financial results; investments; insurance; financial management issues; project financing; budgeting and tax rate analysis; and, financial audit process.
- i) Receipt of monthly financial reports and approve payment of accounts payable.
 - ii) To receive, review, and consider proposed year-end revisions to the District's 2020 financial budgets, and take appropriate action.



- D. Facilities Committee - Activities and matters related to the Channel to Victoria; capital and other projects; infrastructure, maintenance issues, infrastructure planning; transportation issues; safety and security measures; and, other related engineering or environmental matters.
- i) To receive information and recommendations from the District's Engineer and Staff regarding the District's planned Rider 45 Project for the expansion and improvement of McCoy Road and Bayer Road, consider authorizing the solicitation of bids for the Rider 45 Project, and take appropriate action.
 - ii) To receive information and recommendations from the District's Engineer and Staff regarding the District's planned Rider 38 Project for the expansion, improvement, and installation of a queuing lane and lighting on the roadway leading to the Port of Victoria's North Industrial Site General Dock, consider authorizing the solicitation of bids for the Rider 38 Project, and take appropriate action.
- E. Advancement & Development Committee - Activities and matters related to public affairs; industry meetings; Port presentations; Port events; trade and new customer development activities; advertising and web activity; Foreign-Trade Zone; and, other related trade development or community relations matters.
- i) To receive a report from The Emmett Company regarding potential development of the Port of Victoria's facilities and properties, and strategic planning matters relating to the District.
 - ii) To receive an economic development report from representative(s) of the Victoria Economic Development Corporation (VEDC) and consider further action with respect to pending VEDC projects involving the Port of Victoria.
4. To receive the report of the District's Legal Counsel.
 5. To discuss the status of negotiations with potential customers of the Port of Victoria and consider approval of agreements relating to same.
 6. To discuss and deliberate the purchase, exchange or lease of property and other real estate matters, including requests for easements and/or permits.
 7. To conduct the regular business of the Navigation District and that relating to its properties.



WHEREFORE, this Notice is executed this 13th day of January, 2021 by the undersigned, hereunto duly authorized.

VICTORIA COUNTY NAVIGATION DISTRICT

By: */s/ Duane G. Crocker*
Duane G. Crocker, Legal Counsel

*Any item on this agenda may be discussed in executive session as authorized by Texas law.



MEETING OF THE BOARD OF NAVIGATION AND CANAL
COMMISSIONERS OF THE VICTORIA COUNTY NAVIGATION DISTRICT

The Board of Navigation and Canal Commissioners of the Victoria County Navigation District (the “District”) convened on December 15, 2020, at 1:00 o’clock p.m., at the administrative offices of the District, 1934 FM 1432, Victoria, Texas, with the following Commission members present, to-wit: Robby Burdge, Elton Calhoun, Don Pozzi, and John Gilley were present at the meeting. Also present at the meeting were Sean Stibich, Executive Director; Randy Insley, Operations Manager; Ben Galvan, District Engineer; Troy Stephens (CivilCorp); Duane Crocker, District Legal Counsel; Ed Emmett (The Emmett Company); and, Dale Fowler (VEDC).

Robby Burdge, Chairman, presided at the meeting. Noting that a quorum was present, the Chairman called the meeting to order and upon motions duly made, seconded, and adopted, the following proceedings were had:

1. The Commission approved minutes of the previous meeting held November 17, 2020 as submitted.
2. There was no public comment presented to the Commission.
3. The Commission approved the execution of a Consent Sublease Recognition and Agreement between the District, Victoria Port Power II, LLC, and Victoria Bloomington, LLC authorizing approximately 4 acres of real property leased to Victoria Bloomington, LLC to be sub-let to Victoria Port Power II, LLC for the construction and operation of Phase II of the Victoria Port Power project on the District’s North Industrial Site.
4. The Commission approved the issuance of a Stevedore and Freight Handling License to Tom’s Marine & Salvage, LLC, 3008 Jean Lafitte Blvd., Jean Lafitte. Louisiana 70067.
5. The Commission approved an agreement with Golden Shovel Agency, LLC, 43 East Broadway, Suite 104, Little Falls, Minnesota 56345, for website design, development, and hosting services for the Port of Victoria.
6. The Commission received a report from the Executive Director, including: (i) an update on the ongoing archive/scanning project to digitize the District’s records; (ii) an update on discussions with Cru Logistics Victoria, LLC regarding its existing Ground Lease set to expire in May 2021; (iii) an update on the approval process for the recently awarded EDA Grant which continues to be under final review; (iv) a review of correspondence received from Union Pacific Rail Road consenting to dual rail service with the BNSF Rail Road for a proposed new tenant facility at the Port of Victoria’s North Industrial Site; (v) a review of preliminary planning and rail infrastructure concept designs for the Port of Victoria’s South Industrial Site, and a preliminary timeline for further development of same; (vi) a status on development

- planning for a logistics center on the South Industrial Site including the selection of the name “Texas Logistics Center – Port of Victoria, Texas” along with a logo for same; (vii) an update on discussions with Resolute Media Solutions, LLC for the provision of public relations services to the District on a contract basis; (viii) a review of a comprehensive project timeline for various District projects planned or currently underway; (ix) information pertaining to a planned December 17, 2020 kick-off meeting for the USACE’s Planning Assistance to States study of drainage-related issues on the South Industrial Site; and, (x) a review of the District’s Promotion and Development Fund, including anticipated 2021 expenditures and funds available for promotion of the planned Texas Logistics Center – Port of Victoria, Texas.
7. The Commission received a report from Operations Manager Randy Insley, which included: (i) a commodities report for the Port of Victoria for the previous month; (ii) information about the 2021 Port Security Grant program and its focus on cyber-security issues; (iii) design and planning activities for updating the Port’s security camera systems; (iv) participation by District employees in recent OSHA sponsored training programs; and (v) a report that the USACE’s recent commodity tonnage report for the Port of Victoria was off by approximately 2 million tons, primarily attributable to poor reporting to the USACE by companies transporting sand and gravel through the Channel to Victoria. The District requested that Staff reach out to those customers and terminals with reporting issues to discuss better reporting methods and the importance of accurate commodity reporting to the USACE for maintenance funding priority.
 8. The Commission received, reviewed, and approved financial reports for the month of November 2020.
 9. The Commission ratified and approved the payment of accounts payable through December 15, 2020 in the amount of \$509,034.14, with \$496,056.49 payable from the District’s Operating Account, and \$12,977.15 payable from the Promotion & Development Fund.
 10. The Commission received a report from District Engineer Ben Galvan which included: (i) an update on the pending Rider 45 and Rider 38 road work projects; (ii) an update on Union Pacific Rail Road’s review of submitted design work related to a planned rail loop project at the Port of Victoria North Industrial Site; (iii) an update on the anticipated receipt of an executed instrument from the USACE releasing portions of District owned property from easements previously conveyed by the District; and, (iv) an update on recent maintenance work at the Port of Victoria Liquid Cargo Dock No. 1.
 11. The Commission received a report from Dale Fowler with the Victoria Economic Development Corporation regarding: (i) completion of an updated VEDC promotional video which includes references to the Port of Victoria; (ii) VEDC’s plans for an update to its existing website; and, (iii) an update on marketing activities undertaken by VEDC on behalf of the Port of Victoria.

12. The Commission received a report from Ed Emmett which included information regarding: (i) ongoing planning for the District's 2021 Strategic Planning Conference set to take place February 28 through March 02, 2021 in Austin; and, (ii) a potential study of the use of the proposed Texas Logistics Center – Port of Victoria as a staging area for other Texas ports.
13. The Chairman recessed the public meeting and reconvened the Commission into executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters.
14. The Chairman reconvened the public meeting, and the Commission authorized a three percent (3%) increase to the Executive Director's base salary effective January 01, 2021, and net \$10,000.00 year-end bonus to be paid to the Executive Director.

There was no further business to come before the Commission, and the Chairman announced that the meeting was adjourned.

Donald R. Pozzi
Secretary of the Board of Navigation
and Canal Commissioners of the
Victoria County Navigation District

MEETING OF THE BOARD OF NAVIGATION AND CANAL
COMMISSIONERS OF THE VICTORIA COUNTY NAVIGATION DISTRICT

The Board of Navigation and Canal Commissioners of the Victoria County Navigation District (the “District”) convened on January 11, 2021, at 10:00 o’clock a.m., via video/teleconference in accordance with temporary open meetings rules promulgated by Governor Greg Abbott in response to the ongoing COVID-19 situation in Texas, with the following Commission members participating, to-wit: Robby Burdge, Don Pozzi, John Gilley, and Byron Burris participated in the meeting. Also participating in the meeting were Sean Stibich, Executive Director; Ben Galvan, District Engineer; Randy Insley, Operations Manager; Duane Crocker, District Legal Counsel; Troy Stephens (CivilCorp); Ed Emmett (The Emmett Company); and Mike Murphy (TGB Group).

Robby Burdge, Chairman, presided at the meeting. Noting that a quorum was present via the GoToMeeting video/teleconference platform, the Chairman called the meeting to order and upon motions duly made, seconded, and adopted, the following proceedings were had:

- i) The Commission approved the execution of a letter agreement consenting to the assignment of the District’s December 04, 2013 Sub-Lease Agreement with Victoria Fleet, LLC, as well as a proposed Estoppel Certificate related to same.
- ii) The Commission then entered into a planning workshop to discuss the status of ongoing District matters and appropriate paths forward for same, including: (i) the finalization of a proposed Memorandum of Understanding with the City of Victoria, Victoria County, Victoria Regional Airport, and the Victoria Sales Tax Development Corporation related to cooperative marketing efforts and economic development activities; (ii) the continuation of the District’s contractual relationship with the Victoria Economic Development Corporation for marketing and economic development services in 2021; (iii) the status of the District’s Ground Lease with Cru Logistics Victoria, LLC, set to expire May, 2021, and options available for addressing same; (iv) a review of newly revised rail infrastructure Master Plans for the South Industrial Site and the development of the Texas Logistics Center- Port of Victoria, Texas including the identification of real property for the development of additional rail infrastructure into the South Industrial Site from the UPRR main line in Bloomington; (v) the content and proposed release of a Request for Letters of Interest and Statement of Qualifications from potential rail operations and development companies to contract with the District for rail operations at the Port of Victoria and the development of further infrastructure and logistics services; (vi) the possibility of securing funds for rail infrastructure construction through the U.S. Department of Transportation’s Railroad Rehabilitation and Improvement Financing Program (RRIF); (vii) a discussion of content to be included in the Port of Victoria’s updated website currently under construction; (viii) a review of updates to the timelines for various District’s projects; (ix) an update on the EDA Grant approval process; (x) the USACE’s Planning Assistance to States study of drainage issues on the Port of Victoria’s South Industrial Site; and, (xi) the solicitation of construction bids for the

Rider 38 and Rider 45 Projects to be placed on the Commission's January 19 Regular Meeting agenda as an action item for the Commission.

There was no further business to come before the Commission, and the Chairman announced that the meeting was adjourned.

Donald R. Pozzi
Secretary of the Board of Navigation
and Canal Commissioners of the
Victoria County Navigation District

SERVICES AGREEMENT

This Services Agreement ("Agreement"), effective as of January 01, 2021 (the "Effective Date"), is entered into by and between Resolute Media Solutions, LLC (“Resolute”) and the Victoria County Navigation District, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas (the "District").

WHEREAS, Resolute has the capability and capacity to provide certain services related to public relations, social media, marketing, and website content; and,

WHEREAS, the District desires to retain Resolute to provide said consulting services under the terms and conditions hereinafter set forth, and Resolute is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resolute and the District (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree as follows:

1. Services. Resolute shall provide to the District consulting services related to public relations matters, to include the preparation of appropriate press releases, social media marketing, web content, and, other related services as directed by the District and approved/accepted by Resolute (collectively, the “Services”). Resolute shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) utilizing its skill, experience, and qualifications; and, (c) in a timely, workmanlike, and professional manner. Resolute shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent, expenses incurred, and materials used by Resolute in providing the Services, in such form as the District shall approve, and provide a copy of same to the District on a monthly basis.

2. District Contact. Sean Stibich, Executive Director for the Port of Victoria, shall be Resolute’s primary contact with respect to this Agreement.

3. Fees and Expenses. For the Services to be performed hereunder, the District will pay to Resolute a fee of \$50.00 per hour, such Services to be billed in minimum quarter hour increments. In addition, the District shall reimburse Resolute for reasonable travel expenses incurred in the performance of this Agreement at the Standard Mileage Rate as determined by the IRS. Resolute

shall bill the District on a monthly basis to be paid the District within 30 days of receipt of invoice.

4. Intellectual Property. All writings or works of authorship, including, without limitation, articles, press releases, programs, pamphlets, or other such documentation, produced or authored by Resolute in the course of performing services for the District, together with any associated copyrights, are works made for hire and are the exclusive property of the District, "the Works". To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Resolute to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the Works. Resolute shall give the District or its designees all assistance reasonably required to perfect such rights.

5. Confidentiality. To the extent any non-public, confidential, or proprietary information in the possession of the District ("Confidential Information"), including, but not limited to, any trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, information related to business operations, financial data, customer lists, pricing, discounts or rebates, whether belonging to the District or a third-party, is disclosed by the District to Resolute, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, said information shall be confidential and solely for Resolute's use in performing this Agreement, and may not be disclosed or copied unless authorized by the District in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Resolute's breach of this Agreement; (b) is obtained by Resolute on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Resolute establishes by documentary

evidence, was in Resolute's possession prior to the District's disclosure hereunder; or (d) was or is independently developed by Resolute without using any Confidential Information. Resolute shall maintain the Confidential Information with the same degree of care Resolute uses to maintain their own Confidential Information, and, in all events, Resolute shall maintain the Confidential Information with no less than commercially reasonable care. Upon the District's request, Resolute shall promptly return all documents and other materials received from the District. The District shall be entitled to injunctive relief for any violation of this Section.

6. Term, Termination, and Survival. This Agreement shall commence as of the Effective Date and shall continue thereafter on an agreed "as needed" basis as the District may require and Resolute may agree. Either party may terminate this Agreement, in whole or in part, at any time with or without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred as of the date the Notification of termination is received. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Agreement. Upon expiration or termination of this Agreement for any reason, Resolute shall promptly: (a) deliver to the District all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Resolute in the course of performing the Services for which the District has paid Resolute; (b) return to the District all District-owned property, equipment, or materials in Resolute's possession or control; and, (c) deliver to the District, all documents and tangible materials (and any copies) containing, reflecting upon, incorporating, or based on any Confidential Information. Resolute reserves the right to maintain copies of the Works for their records of all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Resolute in the course of performing the Services for which the District has paid Resolute.

7. Independent Contractor. It is understood and acknowledged that the Services which Resolute will provide to the District hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or joint venturer of the District. Resolute shall control the conditions, time, details, and means by which it performs the Services. The District shall have the

right to inspect the work of Resolute as it progresses solely for the purpose of determining whether the work is or can be completed according to this Agreement. Resolute has no authority to commit, act for or on behalf of the District, or to bind the District to any obligation or liability. Resolute shall not be eligible for and shall not receive any employee benefits under this agreement from the District and shall be solely responsible for the payment of all applicable taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Resolute hereunder.

8. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, any Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 9.

Notice to the District:

Victoria County Navigation District

Attn: Sean Stibich, Executive Director

1934 FM 1432

Victoria, TX 77905

-with a copy to-

The Law Office of Duane G. Crocker, PC

121 S. Main St. Ste. 300

Victoria, TX 77901

Notice to Resolute:

Resolute Media Solutions, LLC

321 Schubert Road

Victoria, TX 77905

10. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. **Limitation of Liability.** To the extent it is lawful, no Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

12. **Force Majeure.** Notwithstanding anything to the contrary contained herein, Resolute shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, but not limited to, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, Resolute agrees to make a good faith effort to perform its obligations hereunder.

13. **Amendments.** No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

14. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Assignment. Resolute shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the District.

16. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and to begin as of the Effective Date, January 01, 2021, by their respective representatives thereunto duly authorized.

VICTORIA COUNTY NAVIGATION
DISTRICT

By: _____

Date:

Name: Sean Stibich

Title: Executive Director

RESOLUTE MEDIA SOLUTIONS, LLC

By: _____

Date:

Name: Caitlin Weinheimer

Title: Owner & Manager

DEPARTMENT OF THE ARMY LICENSE
GULF INTRACOASTAL WATERWAY CHANNEL
VICTORIA COUNTY, TEXAS

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his/her general administrative authority, hereby grants to Victoria County Navigation District, hereinafter referred to as the grantee, a license to operate and maintain an existing cargo dock over, across, in and upon lands of the United States, (Tract 908E) as identified in Exhibits A-F, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of five (5) years beginning on the date this license is fully executed, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the operation and maintenance of the premises by the grantee for the benefit of the public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Sean Stibich, Executive Director, Victoria County Navigation District, 1934 FM 1432, Victoria, Texas 77905; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 1229, Galveston, Texas 77553, Physical Address: 2000 Fort Point Road, Galveston, Texas 77553; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, USACE, Galveston District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.
- e. subject to the right of the United States to collect amounts necessary to cover administrative expenses associated with the processing, issuance, and management of this license under the authority of 10 U.S.C. 2695.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES (Not Applicable)

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace

the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the Real Estate Contracting Officer at least thirty (30) day notice in writing to the fore mentioned address.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when

issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturb, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments,

demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

19. SITE SPECIFIC CONDITIONS

The following site-specific recommendations are made as limitations, restrictions, safety issues, clearances for power and communication lines over reservoirs (sag height) or conditions to make the proposed use compatible with the operation of the project:

- a. Any USACE work or maintenance work will take precedence over the private activities authorized herein.
- b. The Grantee shall properly maintain and operate their constructed facility in a consistently satisfactory condition towards continuously providing a safe facility.
- c. Grantee has obtained and complied with all regulatory permit requirements including, but not limited to: Regulatory Permit Number SWG-1991-01779 the requirements of which are incorporated herein by this reference.
- d. Grantee must keep and maintain a file copy of the approved as-built drawings of the installed structures.
- e. The USACE reserves the right to inspect the facility and operation and maintenance procedures at any time during the term of this outgrant provided reasonable notice is given to Grantee.
- f. When requested in writing, Grantee will provide copies to Elizabeth Blake, Realty Specialist (409-766-3034), and Frank Garcia, Land Use Coordinator (409-766-3111) of all documents that Grantee is required to maintain and provide to other Federal, state, or local authorities under all applicable laws or regulations relating to the operation and maintenance of the facility.
- g. During the Operation and Maintenance phase no structures or fill will be allowed to obstruct any navigation channels or impact any Federal interests. The Grantee shall be responsible for any and all damages that occur to the Federal project during operation and maintenance.

h. If a change in ownership is contemplated, Elizabeth Blake, Realty Specialist (409) 766-3034 and Frank Garcia, Land Use Coordinator (409) 766-3111 shall be notified 60 days prior to execution of the change. Proper documentation for change of ownership shall also be provided to Elizabeth Blake, Realty Specialist (409) 766-3034 and Frank Garcia, Land Use Coordinator (409) 766-3111 upon execution of the change. Proper documentation shall include, but is not limited to, the following information:


- (1) Name, physical address, phone number, and email address for the new owner.
- (2) Forecasted date of transfer of ownership.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ___ day of _____, 2020.

Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

THIS LICENSE is also executed by the grantee this 30th day of December, 2020.



Sean Stibich
Executive Director
Port of Victoria

CERTIFICATE OF AUTHORITY

I, Duane Crocker, do hereby certify that I am Attorney for Victoria County Navigation District (the "Grantee"), named as Grantee herein; and that Sean Stibich, who signed this license on behalf of the Grantee, was then Executive Director for the Grantee. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

IN WITNESS WHEREOF, I have made and executed this certification this 4th day of JANUARY, 202~~0~~¹.



Duane Crocker
Attorney
Victoria County Navigation District

SOUTH SITE
INFRASTRUCTURE
IMPROVEMENTS

VICTORIA COUNTY NAVIGATION DISTRICT

PLANS FOR EXTENDING MCCOY ROAD,
WIDENING FLEET AVENUE, AND RE-SURFACING
THE SOUTH SITE INDUSTRIAL DOCK

AS-BUILT

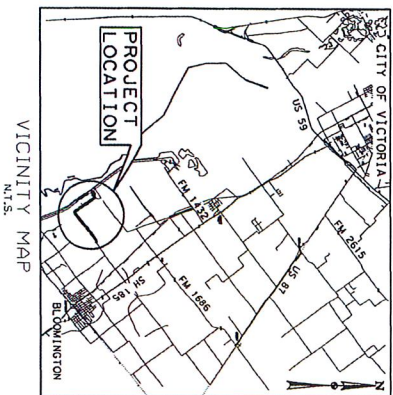
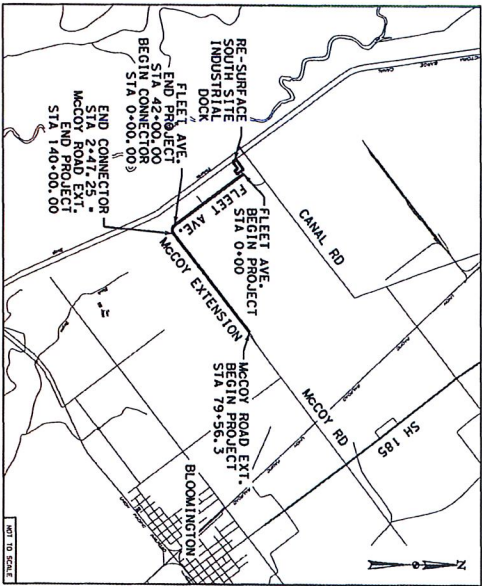
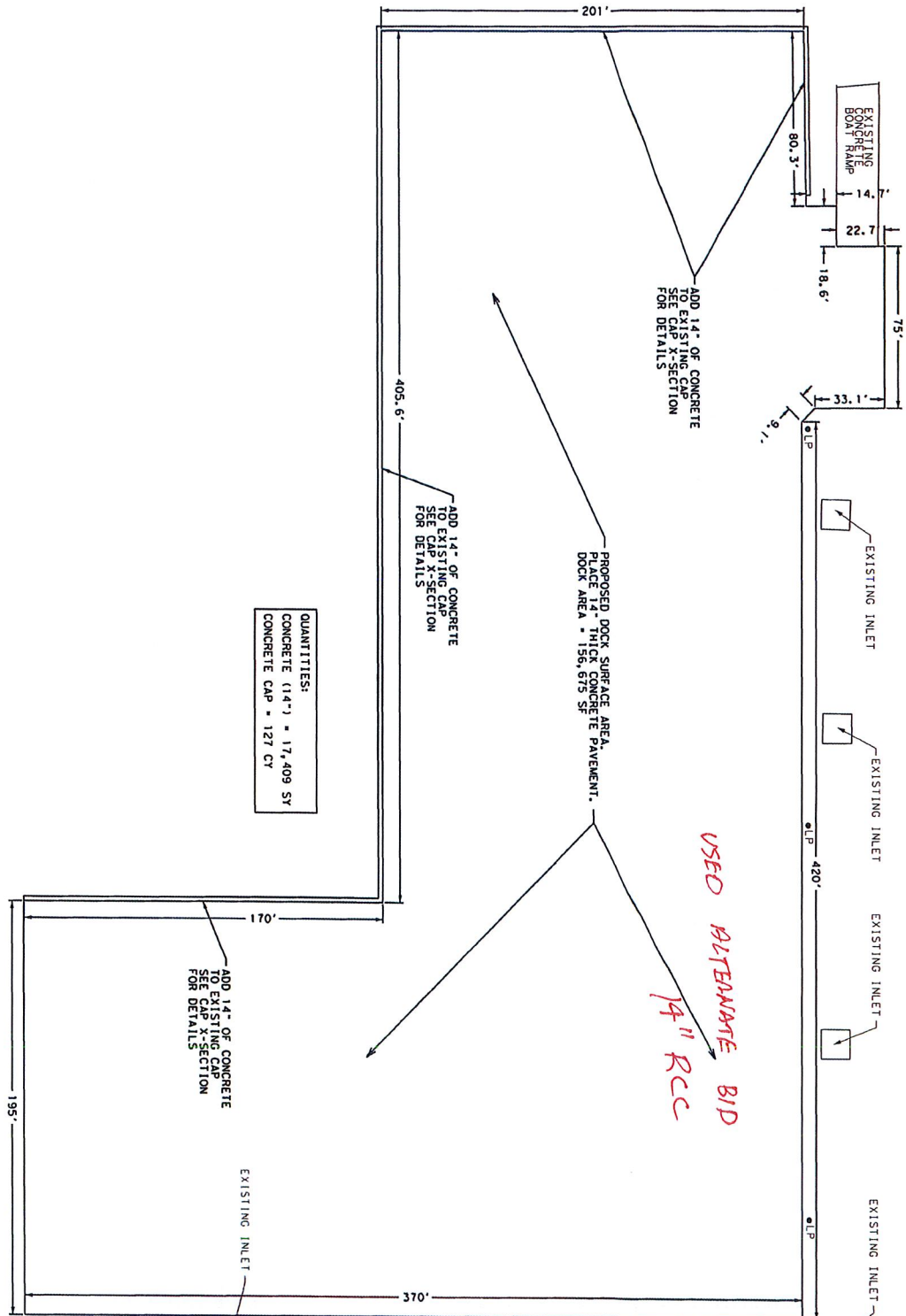


EXHIBIT A

DISTRICT COMMISSIONERS:

- ROBBY BURDGE
- ELTON CALHOUN
- DON POZZI
- BYRON BURRIS
- JOHN GILLEY

EXHIBIT B



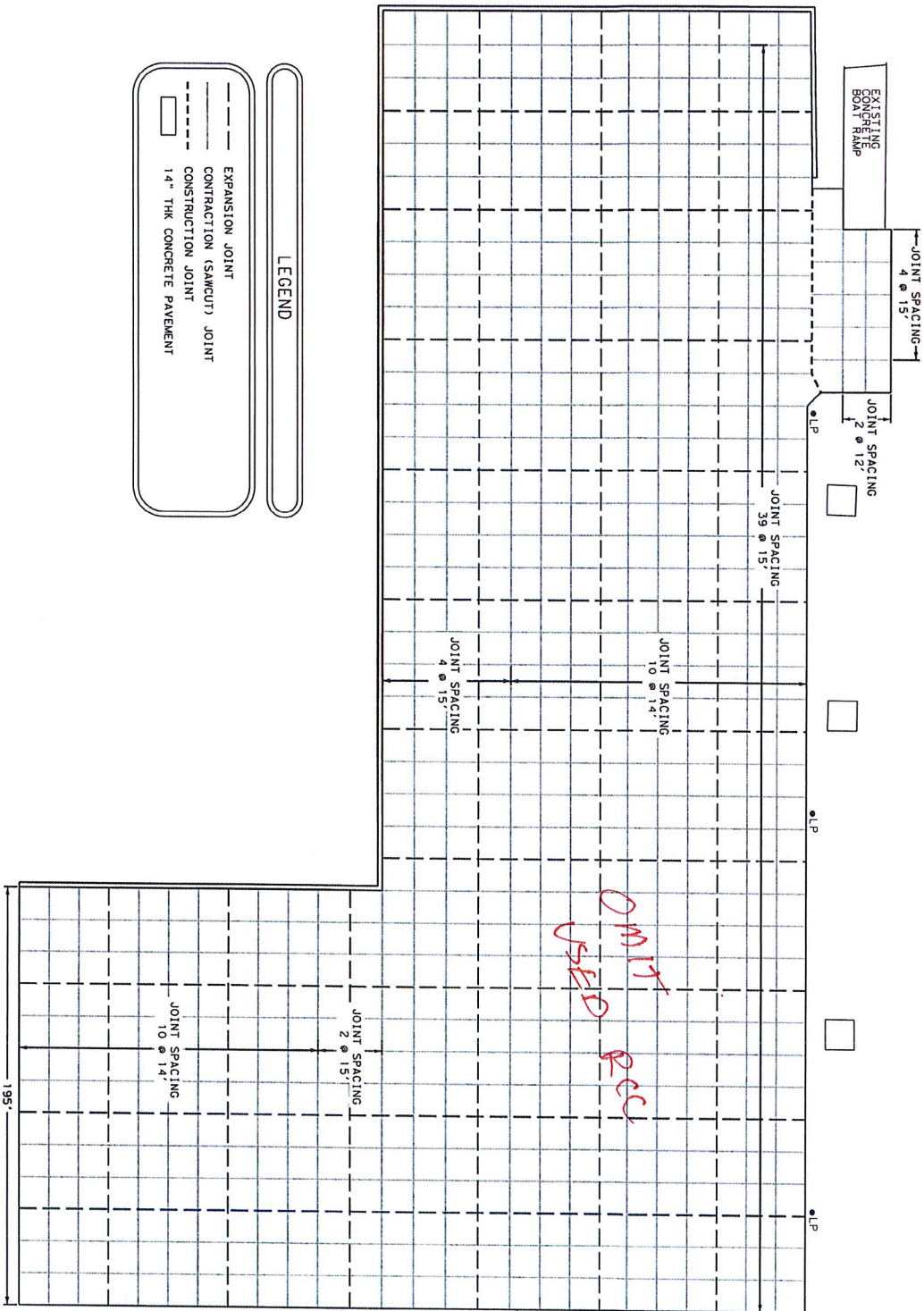
*USED ALTERNATE BID
 14" RCC*

QUANTITIES:
 CONCRETE (14") = 17,409 SY
 CONCRETE CAP = 127 CY

NAME:	CIVILCORP, LLC
DATE:	5/29/2018
PROJECT:	VICTORIA COUNTY PRECINCT NO. 1
SITE:	SOUTH INDUSTRIAL SITE
WORK:	DOCK RE-SURFACING
SCALE:	1" = 30'
JOB NO.:	18-1-0045
DATE:	MAY 2018
NO.	62



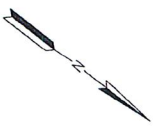
EXHIBIT C



LEGEND

	EXPANSION JOINT
	CONTRACTION (SAMCUT) JOINT
	CONSTRUCTION JOINT
	14" THK CONCRETE PAVEMENT

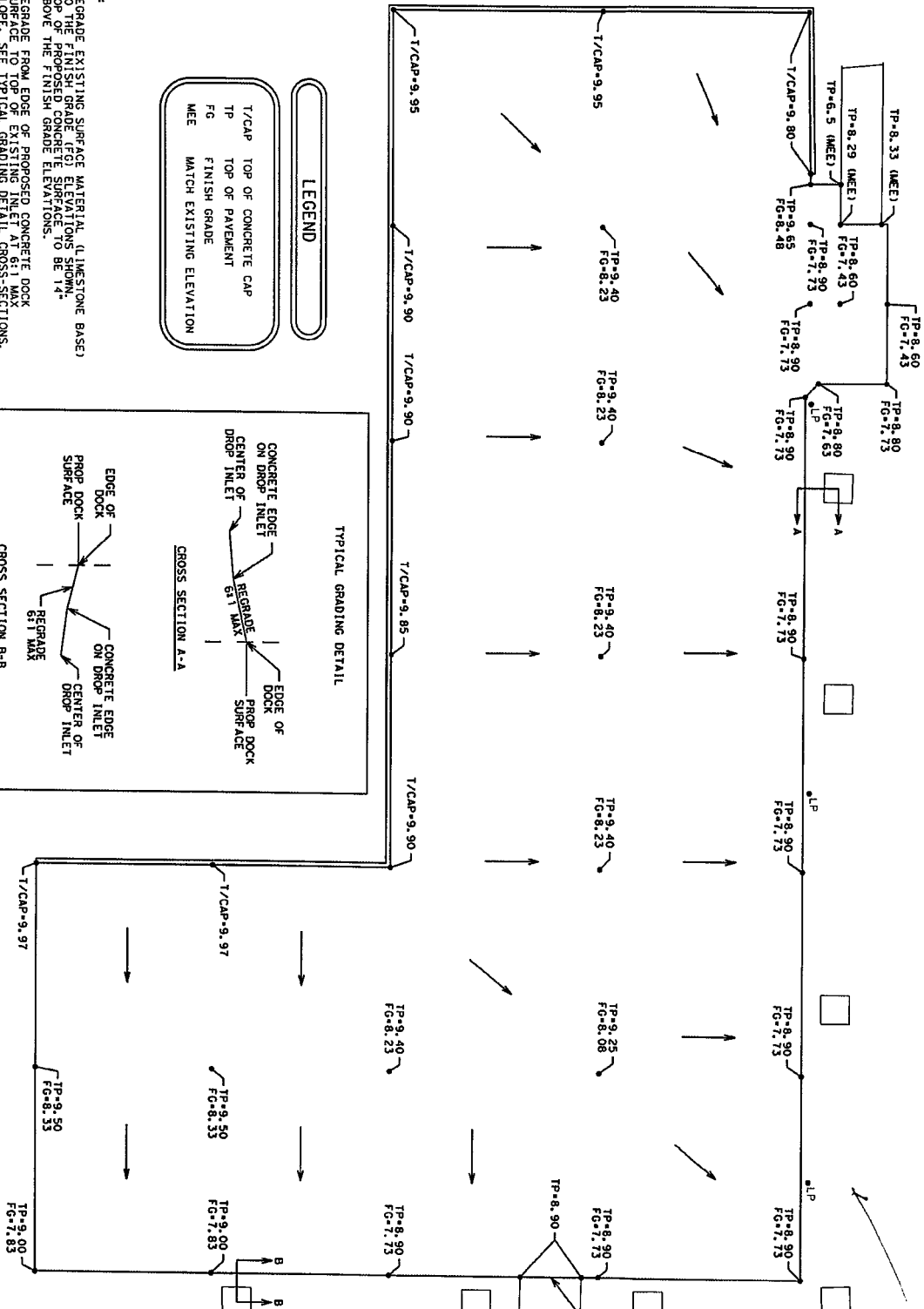
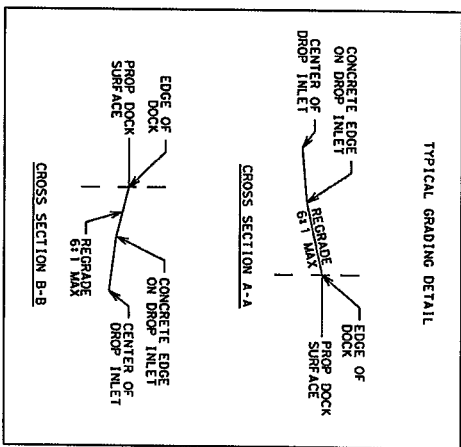
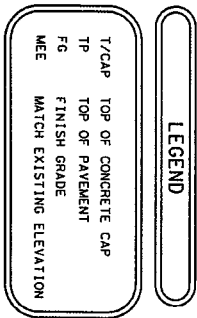
OMIT
USED
RCC



CIVILCORP, LLC FIRM REGISTRATION NUMBER: 102833	NAME: ERNIE L. OLIVAN DATE: 5/25/2018 REGISTRATION NO. 69918	VICTORIA COUNTY PRECINCT NO. 1 SOUTH INDUSTRIAL SITE
DOCK RE-SURFACING JOINT LAYOUT		
SCALE: 1" = 50' H	JOB NO.: 18-1-0045	MAY 2018
63		

EXHIBIT D

- NOTES:**
1. REGRADE EXISTING SURFACE MATERIAL (LIMESTONE BASE) TO THE FINISH GRADE (FG) ELEVATIONS SHOWN. TOP OF PROPOSED CONCRETE SURFACE TO BE 1'-4" ABOVE THE FINISH GRADE ELEVATIONS.
 2. REGRADE FROM EDGE OF PROPOSED CONCRETE DOCK SURFACE TO TOP OF EXISTING INLET AT 6:1 MAX SLOPE. SEE TYPICAL GRADING DETAIL CROSS-SECTIONS. PLACE SEEDING ON THESE GRADED AREAS.
 3. REMOVE ANY EXCESS STOCKPILED LIMESTONE BASE MATERIAL FROM THE DOCK SURFACE AND PLACE ON ADJACENT PROPERTY.

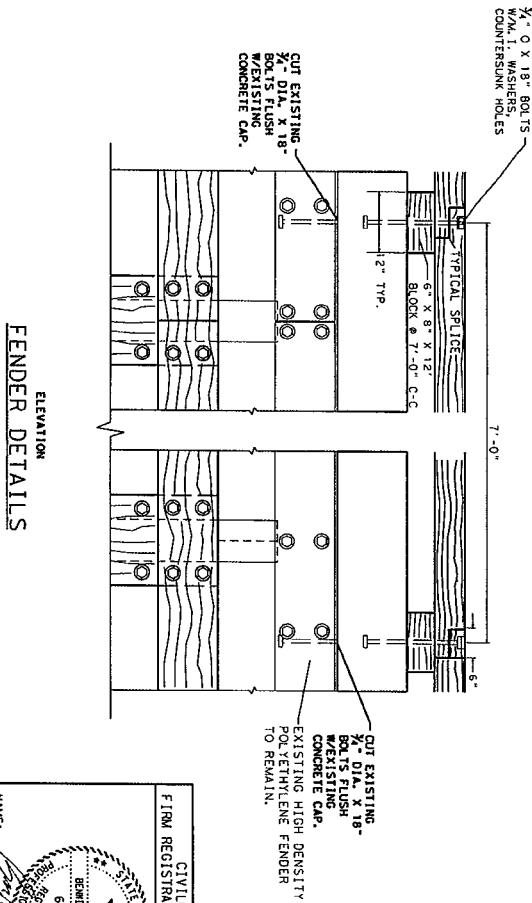
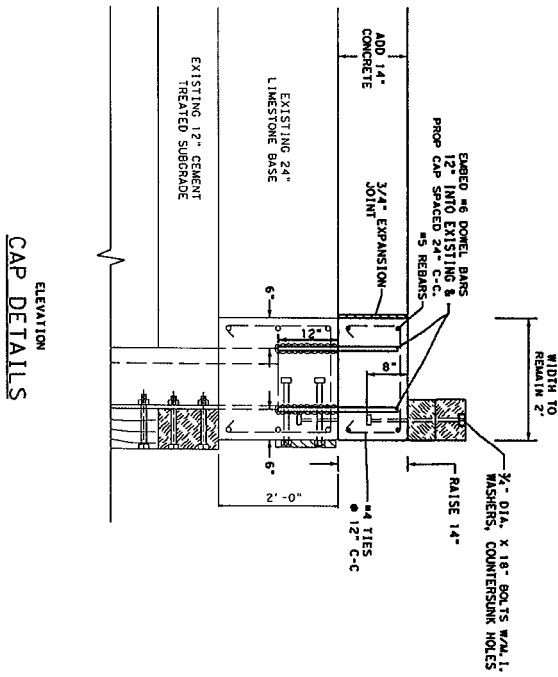


QUANTITIES:
 EMBANKMENT : 155 CY
 SEEDING : 755 SY

SEE DRIVEWAY DETAILS FOR THE EXISTING ROAD HEIGHT ADJUSTMENT.
 EXISTING ASPHALT ROAD

FIRM REGISTRATION NUMBER: 10283
 CIVIL CORP. LLC
 NAME: SERNE L. OLIVAN
 69318
 DATE: 5/25/2018
 VICTORIA COUNTY
 PRECINCT NO. 1
 SOUTH INDUSTRIAL SITE
 DOCK RE-SURFACING
 GRADING PLAN
 SCALE: 1" = 30' H
 CIVILCORP
 1401 W. UNIVERSITY BLVD., SUITE 200, VICTORIA, TEXAS 77901
 TEL: 361-533-3333 FAX: 361-533-3334
 WWW.CIVILCORP.COM
 JOB NO. 18-1-0045
 MAY 2018
 64

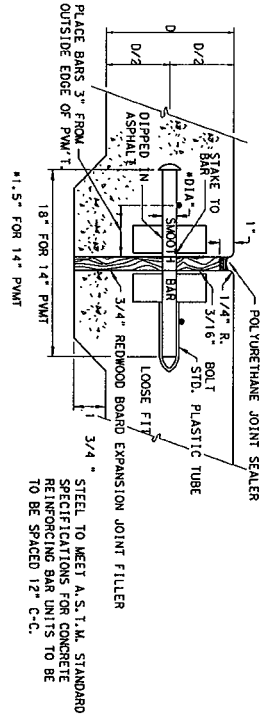
EXHIBIT E



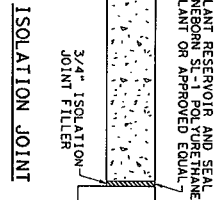
- NOTES:
1. REMOVE TIMBER RAILING & MOORING CLEATS FROM EXISTING CONCRETE CAP AND REPLACE ON TOP OF NEW CONCRETE CAP.
 2. HIGH STRENGTH EPOXY TO BE USED FOR PLACEMENT OF DOWEL BARS.

CIVILCORP, LLC FIRM REGISTRATION NUMBER: 10283	
NAME:	RENE L. O'LEARY
DATE:	5/25/2018
VICTORIA COUNTY PRECINCT NO. 1	
SOUTH INDUSTRIAL SITE	
DOCK RESURFACING CAP DETAILS	
JOB NO. 18-1-0045 MAY 2018	
65	

EXHIBIT F

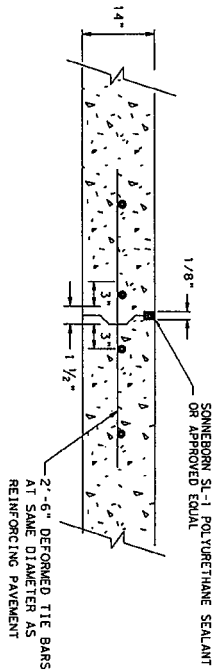


LOAD TRANSFER EXPANSION JOINT (EJ)

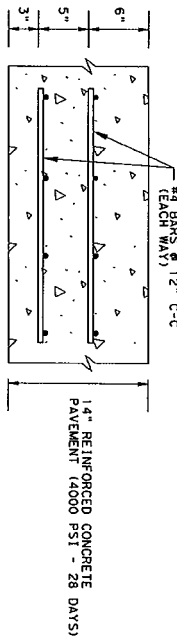


ISOLATION JOINT

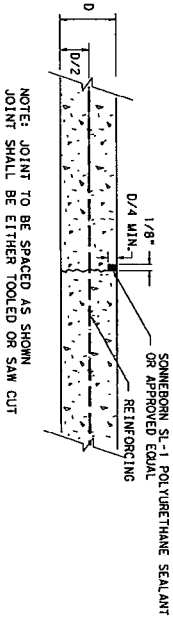
- GENERAL NOTES
1. ALL REINFORCING STEEL AND TIE BARS SHALL BE DEFORMED STEEL BARS CONFORMING TO ASTM A 615 (GRADE 60) OR ASTM A 360 (GRADE 80) OR ABOVE.
 2. CONCRETE PAVEMENT AND CONCRETE CAP SHALL MEET 4000 PSI 28 DAY COMPRESSIVE STRENGTH.



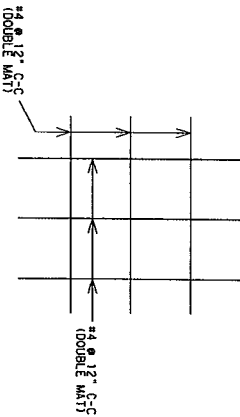
CONSTRUCTION JOINT




PAVEMENT SECTIONS



CONTRACTION JOINT (CJ)



CONCRETE PAVEMENT REBAR

	
CIVILCORP, LLC FIRM REGISTRATION NUMBER: 10283	NAME: VICTORIA COUNTY DATE: 5/25/2018 PROJECT: SOUTH INDUSTRIAL SITE
SOUTH INDUSTRIAL SITE DOCK RE-SURFACING DETAILS	VICTORIA COUNTY PRECINCT NO. 1
JOB NO. 18-1-0045 MAY 2018	PE
66	66

January 19, 2021

Maritime Administration

Re: Sean Stibich Nomination to U.S. Maritime Transportation Advisory Committee

Dear Sirs:

On behalf of the Victoria County Navigation District, and its entire Board of Navigation & Canal Commissioners, I am writing to express the District's full support for the application and proposed nomination of the District's Executive Director, Mr. Sean Stibich, to membership on the U.S. Maritime Transportation Advisory Committee. Mr. Stibich's knowledge and expertise in maritime transportation and logistics make him an excellent candidate for Committee membership, and he has the District's has the unqualified endorsement and commitment for continued full support should he be selected to serve in this important role. If I may be of any assistance or answer any questions during your evaluation of Mr. Stibich for membership on the Committee, please do not hesitate to contact me.

Sincerely,

Robby Burdge
Chairman
Victoria County Navigation District

GRAZING LEASE

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

This Grazing Lease (“Lease”), is entered into by and between the Victoria County Navigation District, a navigation district formed and operating pursuant to the laws of the State of Texas, hereinafter called "Lessor", and Donald Elkins called "Lessee".

1. Lessor, for the consideration and rents hereinafter contracted, promised and agreed to be performed and paid to it by Lessee, and the covenants and agreements on the part of Lessee to be kept and performed as hereinafter set forth, has demised and leased, and by these presents does demise and lease unto Lessee, and for the term hereinafter stated, the surface only of the following described lands and premises situated in Victoria County, Texas, to-wit:

That parcel of land noted on the pictorial depiction attached hereto as Exhibit “A”, and specifically designated as “_____” thereon, containing _____ acres of land, more or less, out of that certain tract of land containing _____ acres of land, more or less, *{Insert Property Description}* (the “Property”).

2. The term of this Lease is one (1) year and ten (10) days, effective on the 1st day of January, 2021, and terminating on December 31, 2021, subject to the further provisions hereof (the “Term”). Upon the termination of this Lease from whatever cause, Lessee agrees to surrender to Lessor immediate possession and occupancy of the Property peaceably. No holding over of possession or occupancy of the Property will be construed as a renewal of this Lease or a grant to the Lessee of any rights or privileges in and to the Property, other than as a tenant-at-will of Lessor.

3. Lessee agrees to possess and occupy the Property continuously during the Term solely for cattle grazing and related agricultural purposes under the terms and provisions of this Lease, and for no other use or purpose. Lessee shall not be entitled to or use any buildings, structures, utilities, or other such improvements on the Property. Lessor makes no representations or warranties as to the quality or fertility of the Property. Lessee will at Lessee’s sole cost and expense, during the Term of this Lease, comply with all laws and regulations of any governmental authority affecting the Property, including but not limited to any applicable mowing or maintenance ordinances applicable to the Property, and the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Property harmless from any and all liens, claims, demands, or actions that may result from the failure, neglect, or refusal of Lessee to comply with those laws or regulations, or claims by others.

4. Lessor reserves the right, for any reason and at any time during the Term of this Lease, to terminate this Lease as to all or a portion or portions of the Property, by giving fifteen (15) days' written notice to Lessee setting forth the date of termination. Lessee must vacate the Property or any portion of it, as Lessor directs, on the termination date specified by Lessor, and Lessor may reenter the Property and take possession of it on the date set forth in the notice of termination without further notice or process. Upon such termination, Lessor will refund to Lessee the unearned prorated portion of the rent under this Lease, on which payment and on the turnover of possession of the Property by Lessee to Lessor, Lessor and Lessee will have no further duties, obligations, or liabilities under this Lease to one another.

5. The consideration for this Lease is the agreement of the Lessee to utilize appropriate and prudent agricultural practices with respect to the Property and the payment by Lessee to Lessor of an annual cash rental in the amount of \$_____ payable in full upon the execution of this Lease. Lessee will be responsible and liable for the timely payment of any and all taxes accruing on the leasehold interest held by Lessee during the term of this Lease. Lessee will timely pay any and all of said taxes as they may become due, and will provide Lessor with proof of payment of said taxes. In the event Lessee fails to timely pay said taxes, Lessor may terminate this contract with written notice to Lessee, or, at its sole option, pay said taxes. If Lessor elects to pay any taxes or other charges for which Lessee is responsible, Lessor shall be entitled to immediate reimbursement of any and all funds expended on Lessee's behalf, and Lessee agrees to immediately reimburse Lessor for such expenditures upon notification of same.

6. Lessee expressly covenants and agrees (a) to conduct all grazing and related operations, as applicable, in accordance with prudent agricultural practices, in a workmanlike manner, and in a prompt and timely manner as local customs and conditions dictate; (b) to keep the Property free of junk, vehicles, machinery, and debris in general; (c) to carefully protect and repair damage caused to all buildings, fences, and improvements of every kind that are now on the Property or that may be erected on the Property during the continuance of the Term of this Lease, but will not, without Lessor's written consent, erect any further improvements on the Property other than fencing necessary to securing grazing cattle; (d) to promptly at the expiration of the Term or on the date of termination under Paragraph IV, yield possession of the Property, without notice, in good repair, ordinary erosion and loss by heavy wind or rain, hail and fire excepted, with all cattle and all of Lessee's property removed from the Property; (e) not to spread herbicides in proximity to any residential or business areas, and any spraying will be further restricted if required by law; (f) not to burn any hay, straw, grass vegetation, or stalks on the Property; (g) not to cut trees; (h) not to alter or disrupt the existing contours and water flows on the Property unless previously agreed to in writing by Lessor; (i) to conduct any operations on the Property in such a manner as to minimize soil erosion in or near any drainage ditches on the Property; (j) not to engage in any activity on the Property that would unreasonably disrupt or otherwise interfere with the peaceable possession and enjoyment of adjacent landowners and/or tenants; and, (k) not to engage in, and to prevent, its agents, contractors, servants, representatives, employees, visitors, licensees, guests, or invitees from engaging in any hunting activities on the Property, nor will Lessee or its agents, contractors, servants, representatives, employees, visitors, licensees, guests, or invitees bring or maintain on the Property at any time any firearms, except as otherwise specifically allowed by this Lease. Lessee agrees to graze and otherwise utilize the Property as permitted by this Lease so as not to interfere with the present drainage systems.

7. Lessee acknowledges that he has inspected the Property and accepts it in its present state and condition and without relying upon any representations of Lessor with regard thereto.

8. During the Term of this Lease, Lessor, or its agents, representatives, contractors, permittees, or assigns, may enter on the Property, among other reasons, to make reasonable inspections, examinations, surveys, tests, and inspections, including any soil tests and borings on the Property as it deems necessary. Lessor or its authorized representative will have the right, but not the obligation, at any time to enter onto the Property for the purpose of making any repairs, alterations or improvements as Lessor may deem necessary or advisable.

9. Lessor shall not be liable or responsible in any manner to Lessee, or to any other person or persons, for any loss or damage to the person or property suffered by Lessee, her servants, agents or employees, or for any obligations incurred by Lessee in the use and occupancy of the Property.

10. This Lease does not grant to the Lessee any rights, titles or privileges in or to the oil, gas and other minerals in and under the Property or any rents, bonuses or other proceeds thereof, and Lessor reserves the right to lease said Property or any part thereof for oil, gas and mineral development, including the right to conduct geophysical tests, to explore and drill for oil, gas and other minerals and to remove the same if found, and such privilege shall extend to any mineral lessee of Lessor and/or their servants, agents, employees or assigns. Lessee leases the Property subject to said rights herein reserved, including, without limitation, any existing right held by a third-party to identify and/or establish a drill site on the Property for the drilling of a well for oil, gas, or other minerals. It is provided, however that should the exercise of such rights damage any personal property of Lessee, then Lessee shall be entitled to recover such damages from those persons claiming such rights under Lessor, but not from Lessor itself, and should the exercise of such rights result in a portion of the Property becoming unsuitable for the purpose for which the same is leased hereby, then that portion of the Property occupied by drilling sites, pits and tanks, or used in the exercise of other rights in connection with the development of the mineral leasehold estate, shall be removed from the terms of this Lease. Lessor will have the sole right to enter into any and all types of pipeline easements affecting the Property, whether or not said pipeline will transport minerals produced from the Property. Lessee covenants and agrees that it will do nothing to challenge, inhibit or restrict the rights of Lessor, or any third-party, in the development of the oil, gas and mineral estate of the Property.

11. Lessee shall not lease, sublease, assign, mortgage, or in any manner encumber this Lease or any part of the Property. Lessee will incur no expense of any nature or create any obligation of any kind, for any purpose, affecting the Property. Lessee will not conduct any sales of property, personal or otherwise, tangible or intangible, on the Property.

12. Lessee will indemnify Lessor and hold Lessor harmless from and against any and all claims by or on behalf of any person or entity arising from Lessee's use of the Property or the conduct of Lessee's business or from any activity, work, or thing done, permitted, or suffered by Lessee on or about the Property. Lessee will further indemnify Lessor and hold Lessor harmless from and against any and all claims arising from any breach or default on Lessee's part to be

performed under this Lease, arising from Lessee's activities on the Property, and/or any act or omission of Lessee or any of Lessee's agents, contractors, servants, representatives, employees, visitors, licensees, guests, or invitees, and from and against all costs, counsel fees, expenses, and liabilities incurred in connection with any claim or action or proceeding brought against Lessor by reason of any claim. Lessee, on notice from Lessor, will resist and defend at Lessee's expense any action or proceeding with counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, assumes all risks of damage, from any source, to property belonging to it or under its control in, on, or about the Property or improvements on it, and Lessee waives all property-damage claims against Lessor and agrees to defend Lessor and hold Lessor harmless from and against similar claims by others.

13. During the entire term of this Lease, Lessee covenants and agrees to maintain in good repair all fences, culverts, drainage ditches and other such improvements on the Property which belong to Lessor. Lessee agrees to return such improvements in as good a condition as they were at the commencement of this Lease – reasonable wear and tear excepted. Lessee will, at his own expense, keep the Property in a presentable and attractive appearance, including any mowing where necessary. Lessee will not be responsible for any repairs or maintenance of any buildings, structures, utility infrastructure, or other such improvements on the Property except to the extent that any such repairs are necessitated as a direct or indirect result of any damage caused by Lessee's activities on the Property.

14. Lessee may not make any alterations, additions or improvement to the Property without the prior written consent of Lessor. All alterations, additions or improvements made by Lessee will become the property of Lessor without cost to it at the termination of this Lease. If Lessor so elects, at the termination of this Lease, Lessee will promptly remove all alterations, additions, improvements and any other property placed on the Property by Lessee, and Lessee will repair any damage caused by such removal. No costs or charges of any kind or character are to be borne or paid by Lessor except those it may specifically agree to in writing.

15. Lessor will not be liable for any damages to persons or property caused by any defect which may exist either at the time Lessee takes possession or which may develop thereafter on the Property. Lessor will not be liable to Lessee for any damage to persons or property incurred upon the Property (including the fences in and around said Property). Lessor will not be responsible or liable to Lessee or anyone claiming by, through, or under Lessee for any costs, expenses, profits, or other compensation. Lessee will at its sole cost and expense furnish all labor, equipment, tools, vehicles and other forms of transportation, fertilizer, insecticides, herbicides, and any other items necessary to graze, maintain, and repair the Property as required by the terms of this Lease.

16. This Lease is made subject to all licenses, leases, grants, exceptions, encumbrances, restrictions, elements, easements, and the like now or later affecting the Property.

17. The terms "Lessor" as used in this Lease means only the owner for the time being of the Property. If the Property is sold, Lessor will be entirely freed and relieved from any covenants and obligations of Lessor under this Lease, and it will be deemed and construed without further agreement between the parties to this Lease or between the parties and the

purchaser of the Property, that the purchaser has assumed and agreed to carry out all covenants and obligations of Lessor under this Lease.

18. Lessee will secure and maintain during the term of this Lease, from a responsible company or companies doing insurance business in the State of Texas the following insurance coverage: (a) Liability insurance in the minimum amount of \$500,000.00 for loss from an accident resulting in bodily injury or death of one person, and \$250,000.00 for loss from an accident resulting in damage or destruction of property, and \$100,000,000.00 overall per accident. Lessor will be named as an additional insured on the aforementioned policies of insurance. Lessee will provide Lessor with adequate proof of coverage.

19. All notices from Lessee will be addressed to:

Victoria County Navigation District
1934 FM 1432
Victoria, Texas 77905

All notices to Lessee will be addressed to:

Donald Elkins

Bloomington, TX 77951

20. This Lease and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective heirs, executors, legal representatives, and assigns.

21. This Lease contains all of the agreements presently existing between Lessor and Lessee with regard to the Property and no agreements or provisions other than those herein set forth, and no amendments or modifications hereof, shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party or parties to be bound thereby.

22. Lessee understands and acknowledges that Lessor may from time to time terminate this Lease as to portions of the Property for sale, lease, or development purposes. In that regard, Lessee will assist Lessor in connection with these activities and will move fences and other improvements as necessary to accommodate the activities. Furthermore, in connection with the development of any portion of the Property that has been released from this Lease (or any property that is owned by Lessor but is not part of this Lease), Lessor may find it necessary to excavate other parts of the Property that are subject to this Lease. These excavation activities are permitted under this Lease, provided that Lessor gives Lessee advance notice.

Executed to be effective on the 1st day of January, 2021.

LESSOR:

Victoria County Navigation District

By: Sean Stibich, Executive Director

LESSEE:

Donald Elkins



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

In Reply to
Investment No.: 08-79-05484

Sean Stibich, Executive Director
Victoria County Navigation District
1934 FM 1432
Victoria, TX, 77905-1849

Dear Sean Stibich:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$3,000,000 EDA investment to construct a 1.9-mile rail loop and a 2,000-foot ladder track to serve existing and future business. The rail loop will allow the Port to handle unit trains (100 car train).

Enclosed are three signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Angela Bonner, Project Officer, Economic Development Administration, 903 San Jacinto, Suite 206, Austin, TX 78701. If not signed and returned within 30 days from the date the Grants Officer signs the agreement, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Jorge D. Ayala
Regional Director
Enclosures

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF VICTORIA, TEXAS

VICTORIA COUNTY, TEXAS

THE VICTORIA COUNTY NAVIGATION DISTRICT

THE VICTORIA REGIONAL AIRPORT

and

THE VICTORIA SALES TAX DEVELOPMENT CORPORATION

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the following governmental entities, acting by and through their respective governing bodies, and each representing their respective constituents within Victoria County, Texas: The City of Victoria, Texas; Victoria County, Texas; The Victoria County Navigation District; The Victoria Regional Airport, and The Victoria Sales Tax Development Corporation (the “Entities”).

WHEREAS, each of the identified Entities are keenly interested and actively participate in economic development activities within Victoria County, Texas designed to attract and enhance the development of industry and commerce within the County, and through such activities aid in the creation of additional jobs and tax base infrastructure for the overall benefit of the citizens of Victoria County; and,

WHEREAS, the Entities have historically enjoyed cooperative relationships in the fulfillment and performance of economic development activities within Victoria County on a case-by-case and project-by-project basis as past situations may have dictated; and,

WHEREAS, the Entities recognize the value and importance of those past cooperative relationships, and the significant mutual benefits to be derived from the cultivation, continuation, and the enhancement of those relationships as they pertain to future economic development activities in Victoria County, and the development of new and existing industry and commerce within the County; and,

WHEREAS, the Entities, with full awareness of the non-binding nature of this Memorandum of Understanding, wish to enter into this Memorandum of Understanding as a formal acknowledgment of the importance and significance of continuing, fostering, and enhancing their cooperative relationships, and to affirm their respective commitments to such ideas by identifying specific undertakings and concepts designed to further the ideas, intentions, and commitments set forth herein to assist the Entities in spearheading strategic planning, marketing, and future economic development activities in Victoria County.

NOW THEREFORE, based on the premises set forth above, and in the spirit of mutually recognizing the Entities’ respective intentions to continue working together toward mutually beneficial economic development outcomes benefitting the citizens of Victoria County as a whole, the Entities enter into this Memorandum of Understanding, and in doing so hereby affirm

their ongoing mutual commitment to further explore practices, methodologies, ideas, and opportunities for further economic development within Victoria County, and to seek out, identify, develop, and maximize opportunities for supporting and further developing industry and commerce within Victoria County, including, generally and without limitation, further cooperative exploration of the following concepts, ideas, and possibilities relating to same:

- (i) the sharing, collaboration, and participation in consistent communications to enable a cooperative pooling of the Entities' respective marketing resources;
- (ii) the sharing of information and discussions related to potential new or ongoing development projects, and identified expressed interest by existing or potential new businesses in future development or expansion within Victoria County;
- (iii) the exploration of mutually beneficial operational practices and oversight with respect to marketing and/or economic development activities, operations, and approaches;
- (iv) the development of further infrastructure and investment of available resources to support the growth and attraction of commerce and industry within Victoria County;
- (v) joint participation in economic related feasibility, highest and best use, market evaluation, master planning, or other such studies or analysis projects of benefit to the Entities' respective economic development efforts;
- (vi) a community minded approach to mutual support of each Entities' respective ongoing activities, endeavors, events, conferences, etc.;
- (vii) the placement of hyperlinks on each Entities' respective website(s) directly linked to the each of the other Entities' online platform(s) enabling online users to seamlessly connect online with each Entity; and,
- (viii) the development and administration of a suitable, mutually agreeable, Implementation Plan designed to identify affirmative steps, benchmarks, and action items necessary to implement the cooperative and mutually beneficial concepts and ideas set forth and represented by this Memorandum of Understanding

The Entities' respective Governing Bodies have approved this Memorandum of Understanding, and the identified representative of each Entity hereby executes same as of the date(s) set forth below to memorialize each Entity's commitment hereto.

THE CITY OF VICTORIA, TEXAS

By: _____
Rawley McCoy, Mayor

Date: _____

VICTORIA COUNTY, TEXAS

By: _____
Ben Zeller, County Judge

Date: _____

THE VICTORIA REGIONAL AIRPORT

By: _____
Bill Russell, Chairman

Date: _____

THE VICTORIA SALES TAX
DEVELOPMENT CORPORATION

By: _____
Bill Blanchard, President

Date: _____

THE VICTORIA COUNTY NAVIGATION DISTRICT

By: _____
Robby Burdge, Chairman

Date: _____

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
08-79-05484

RECIPIENT NAME
Victoria County Navigation District

PERIOD OF PERFORMANCE
60 Months from Date of Award

STREET ADDRESS
1934 FM 1432

FEDERAL SHARE OF COST
\$3,000,000

CITY, STATE, ZIP CODE
Victoria, TX, 77905-1849

RECIPIENT SHARE OF COST
\$3,021,500

AUTHORITY
Public Works and Economic Development Act of 1965(42 U.S.C. § 3121 et seq.)as amended including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004 (P.L. 108-373)

TOTAL ESTIMATED COST
\$6,021,500

CFDA NO. AND NAME
11.307 - Economic Adjustment Assistance - Rail Expansion Project

PROJECT TITLE
Rail Expansion Project

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- Department of Commerce Financial Assistance Standard Terms and Conditions (November 2020)
 - R & D Award
 - Federal-Wide Research Terms And Conditions, As Adopted By The Dept. Of Commerce
 - Special Award Conditions
 - Line Item Budget
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101
 - 48 CFR Part 31, Contract Cost Principles and Procedures
 - Multi-Year Award. Please See The Multi-Year Special Award Condition.
 - Other(s): EDA Standard Terms and Conditions for Construction Project, OIG Fraud Awareness
-
-
-

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

Jorge D. Ayala, Regional Director

01/11/2021

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

Sean Stibich, Executive Director

ACCESS AND LICENSE AGREEMENT

This Access and License Agreement (this “Agreement”) is made effective as of this 19th day of January, 2021 (the “Effective Date”) and entered into by and between the Victoria County Navigation District (“Licensor”), a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas, and Southern Rock Energy Partners, LLC, a Texas limited liability company (“Licensee”)

RECITALS

A. Licensor is the owner in fee of two (2) parcels of real property located in Victoria County, Texas, one being comprised of approximately 1800 acres and the other approximately 400 acres, said parcels being more specifically identified on the attached Exhibit “A” (the “Property”).

B. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license to access the Property in order to examine, inspect and perform reasonably necessary due diligence analysis and activities on the Property related to the development, design, construction and operation of a proposed hydrocarbon refining facility.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, a temporary right to access the Property, at Licensee’s sole cost and risk, for the limited purpose of examining, inspecting and performing reasonably necessary due diligence analysis and activities on the Property reasonably related to the development, design, construction and operation of a proposed hydrocarbon refining facility (collectively, the “License Purpose”). The access granted Licensee by this Agreement is specifically limited to the Property and does not grant Licensee access to any other properties or facilities owned by Licensor.
2. Access to the Property. The right and license to access the Property shall be limited to Licensee and persons whose presence on the Property is believed by the Licensee to be necessary to further the License Purpose, including any contractor retained by Licensee, agent or other representative (“Licensee Personnel”). When weather and soil conditions permit, Licensee may bring such equipment and vehicles onto the Property as are reasonably necessary to perform the activities described herein. During such access Licensee Personnel may be accompanied at all times by a representative(s) of Licensor, at Licensor’s sole discretion.
3. Conduct of Activities. When accessing the Property, Licensee shall at all times strictly follow, and cause all Licensee Personnel to follow, all applicable legal requirements, and all requests and instructions given by Licensor regarding operating, maintenance, environmental, health, safety, security or other practices in or at the Property. Licensee shall conduct, and shall cause Licensee Personnel to conduct, all activities at the Property with a high degree of care and in a technologically responsible manner.
4. Compliance with Laws and Regulations. Licensee shall comply with all laws and regulations applicable to its activities on the Property, including, without limitation, all

laws and regulations applicable to the discovery, collection and/or analysis of any cultural artifacts discovered on the Property. Licensee shall be financially responsible and liable for any and all costs, fees and/or expenses associated with Licensee's discovery, collection and/or analysis of cultural artifacts discovered on the Property, and any other cultural resource activities on the Property attributable to Licensee's activities on the Property, including, but not limited to, costs, fees and/or expenses associated with the collection and analysis of cultural artifacts, including, but not limited to costs, fees and/or expenses relating to the removal, disinternment, transportation, preparation, examination, cataloging, identifying, storage, replacement, and/or reinternment of artifacts or other items found on the property, and any and all other like, similar, resulting or associated costs, fees and/or expenses resulting from Licensee's cultural resource activities on the property.

5. Term. The term ("Term") of this Agreement shall commence as of the Effective Date, and shall continue thereafter for a period of ninety (90) days.
6. Restoration. If the Property is physically altered because of Licensee's activities on the Property, Licensee must return the Property to its pre-inspection condition promptly after the alteration occurs. Licensee shall restore the Property to substantially the same condition as existed prior to Licensee accessing the Property and conducting the due diligence activities described herein, provided Licensee may leave in place surveyor stakes and other similar markers. Licensee shall immediately dispose of all waste generated by Licensee's activities at or on the Property, at Licensee's expense.
7. Liens. Licensee shall keep the Property free and clear of all mechanics', materialmen's and other liens resulting from Licensee's activities on the Property.
8. No Disruption of Activities. Any work performed or activities undertaken by or on behalf of Licensee shall not disrupt, delay or in any way interfere with the business activities of Licensor, its Tenants, or any individual or entity holding leases, other licenses, permits, or easements relating to the Property. Licensee shall coordinate the timing and extent of the work to be undertaken to minimize the possibility of its work adversely affecting the business activities of Licensor, any Tenant on or adjacent to the Property, and any other individual or entity holding leases, licenses, permits or easements relating to the Property (the "Licensor Parties"). In the event Licensee's activities on the Property result in any reimbursement or expense liability to Licensor, Licensee shall promptly pay any such reimbursement or expense.
9. Insurance. Prior to accessing the Property or conducting any activities relating to the License Purposes, Licensee must deliver evidence to Licensor that Licensee has liability insurance for its proposed inspection and due diligence activities on the Property, with coverages and in such amounts reasonably satisfactory to Licensor.
10. Indemnification and Release of Licensor Parties. Licensee shall indemnify, defend, release and hold harmless Licensor and the Licensor Parties from any and all losses, liabilities or damages to any property, injuries (including death) to any person, claims, demands and expenses (including reasonable legal fees) of whatever kind or nature, resulting from or arising out of the conduct of Licensee, Licensee Personnel, Licensee's agents or representatives, or any individual or entity allowed onto the Property by

Licensee, except any loss, liability, damage, or injury that is caused by the negligence or willful misconduct of Licensor and/or the Licensor Parties. Notwithstanding anything herein to the contrary, Licensee shall not be liable for any environmental hazards, materials or conditions located in, on, or under, or released from, the Property, except to the extent such environmental hazards, materials or conditions are placed in, on or under the Property by Licensee, or exacerbated as a result of Licensee's activities under this Agreement. The obligations of Licensee under this Section 10 will survive the termination of this Agreement.

11. Third-Party Beneficiaries. The Licensor Parties shall be and are hereby designated as third-party beneficiaries of this Agreement.
12. Copies of Materials and Reports. Licensee, at no cost or expense to Licensor, shall provide Licensor a copy of any reports prepared or received in connection with its due diligence activities on the Property including, without limitation, any environmental, soil or geotechnical reports, and any reports pertaining to threatened and/or endangered species, cultural resources, archeological activities, wetlands, and/or design or construction matters (collectively "Reports"). The Reports will be provided to Licensor within ten (10) days of Licensee's preparation or receipt of same.
13. Notices. Except as otherwise provided herein, all notices given hereunder shall be deemed to be delivered (whether actually received or not) when 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 Agreement. Notice may also be given by e-mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday or holiday, and (b) any notice received after 5:00 p.m. local time at the place of delivery on a day that is not a Saturday, Sunday or legal holiday will be deemed to have been received on the next day that is not a Saturday, Sunday or legal holiday. Any address for notice may be changed by not less than ten (10) days prior written notice delivered as provided herein. Notices shall be provided at the following addresses:

If to Licensee:

Southern Rock Energy Partners, LLC
Attn: Steven D. Ward

If to Licensor:

Victoria County Navigation District
1934 FM 1432
Victoria, TX 77905
sean@portofvictoria.com

With a copy to:

Duane G. Crocker
The Law Office of Duane G. Crocker, PC
121 S. Main St., Ste. 300 (77901)
P.O. Box 2661
Victoria, TX 77902
dcrocker@duanecrockerlaw.com

14. Business Days, Holidays, Weekends. As used in this Agreement, the term “business day” means a day, other than a Saturday or Sunday, on which banks located in Victoria County, Texas are not required or authorized to close. If any notice or action required or permitted by the Agreement falls on a date that is not a business day, the date will be extended to the next business day.
15. Assignment. The license granted to Licensee under the terms of this Agreement is personal to Licensee, and neither this Agreement nor the license may be transferred or assigned by Licensee without the consent of Licensor, in its sole discretion.
16. No Waiver. No waiver of default by any party to this Agreement may be implied from failure to take action by any other party to the Agreement, regardless of whether the default continues or is repeated. No express waiver of a default will affect any other default or cover any other period not specified in the express waiver. A waiver of any default in the performance of any provision contained in this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained in this Agreement. Further, no provision contained herein shall constitute a waiver by Licensor of any governmental immunity right or privilege now or hereafter existing under the laws of the State of Texas.
17. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.
18. Entire Agreement. This Agreement represents the entire agreement between the parties on the subject matter contained herein and the parties shall not be bound by any agreements, understandings, or conditions other than as expressly set forth and stipulated in this agreement or any other subsequent written agreement signed by the parties hereto.
19. Governing Law and Venue for Actions. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal proceeding relating to this Agreement shall be brought in a court of the State of Texas located in Victoria County, Texas, and the parties hereby submit to the jurisdiction of said courts.
20. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and a determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

21. Ambiguities. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement. It is agreed that both parties, through their respective counsel, participated in the drafting of this Agreement.
22. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
23. Non-Exclusive. It is agreed and specifically understood that Licensor may grant similar licenses and rights of access to the Property to any other entity or individual during the Term of this Agreement.
24. No Further Obligation. Notwithstanding the rights granted to Licensee under this Agreement, and notwithstanding any prior discussions or communications between Licensor, its agents, consultants, representatives and/or affiliates, and Licensee, its agents, consultants, representatives and/or affiliates, unless otherwise specifically provided herein, no party involved in any prior discussions and/or communications has any obligation whatsoever to proceed with any proposed, contemplated or potential transaction regarding the Property, or to otherwise negotiate for or consummate any proposed, contemplated or potential transaction concerning the Property.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereby agree to the above as of the Effective Date set forth above.

LICENSOR:

VICTORIA COUNTY NAVIGATION
DISTRICT

By: _____
Name: Sean Stibich
Title: Executive Director

LICENSEE:

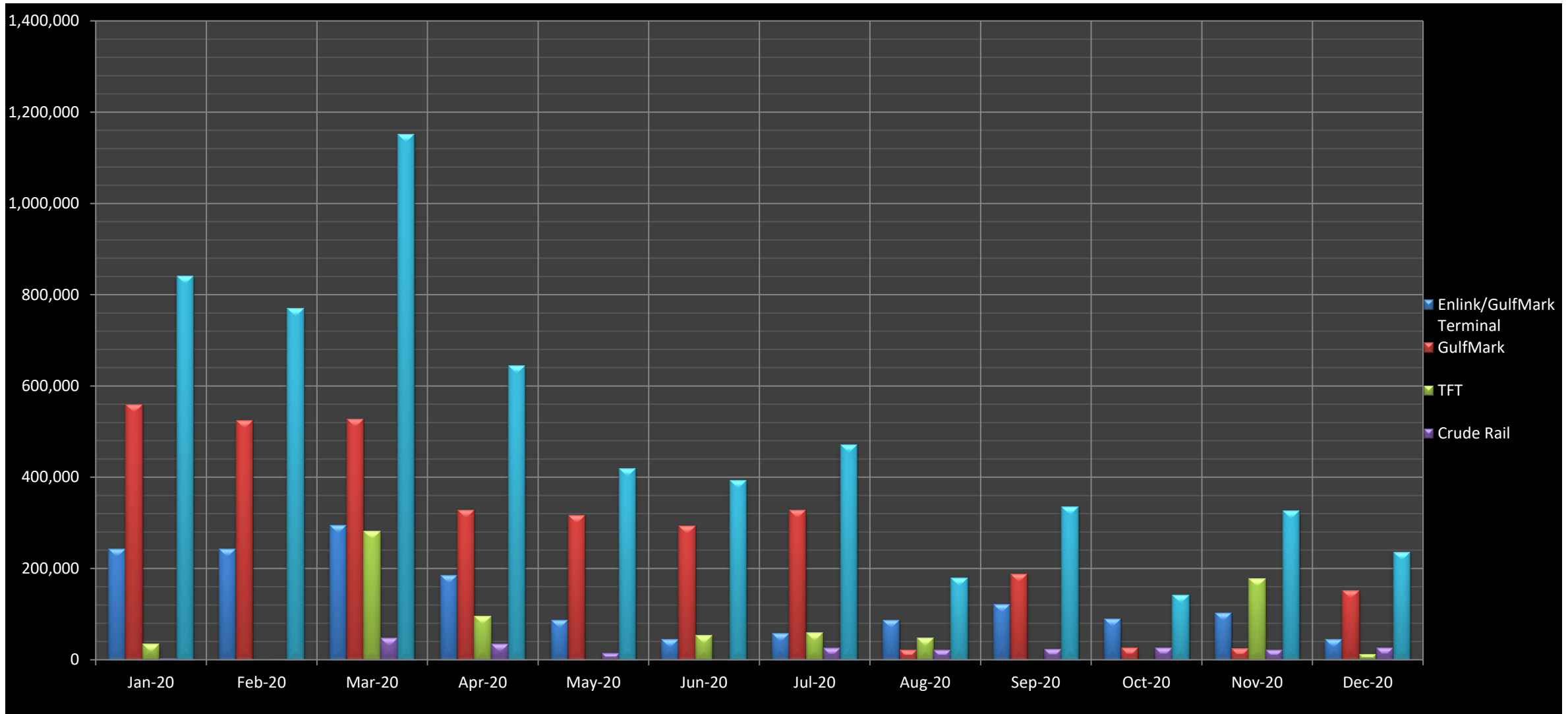
SOUTHERN ROCK ENERGY PARTNERS,
LLC

By: _____
Name: Steven D. Ward
Title: Managing Member

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Enlink/GulfMark Terminal	242,645	243,706	295,261	185,262	88,091	44,878	57,850	87,743	122,473	89,571	102,700	45,042
GulfMark	560,204	524,890	527,769	328,910	316,637	294,435	328,365	22,013	189,025	26,338	24,530	152,472
TFT	34,803	0	282,039	96,736	0	53,547	59,077	47,901	0	0	178,319	12,491
Crude Rail	3,950	1,678	47,567	34,686	14,942	0	25,942	22,142	23,552	26,501	22,425	26,475
Monthly total	841,602	770,274	1,152,636	645,594	419,670	392,860	471,234	179,799	335,050	142,410	327,974	236,480

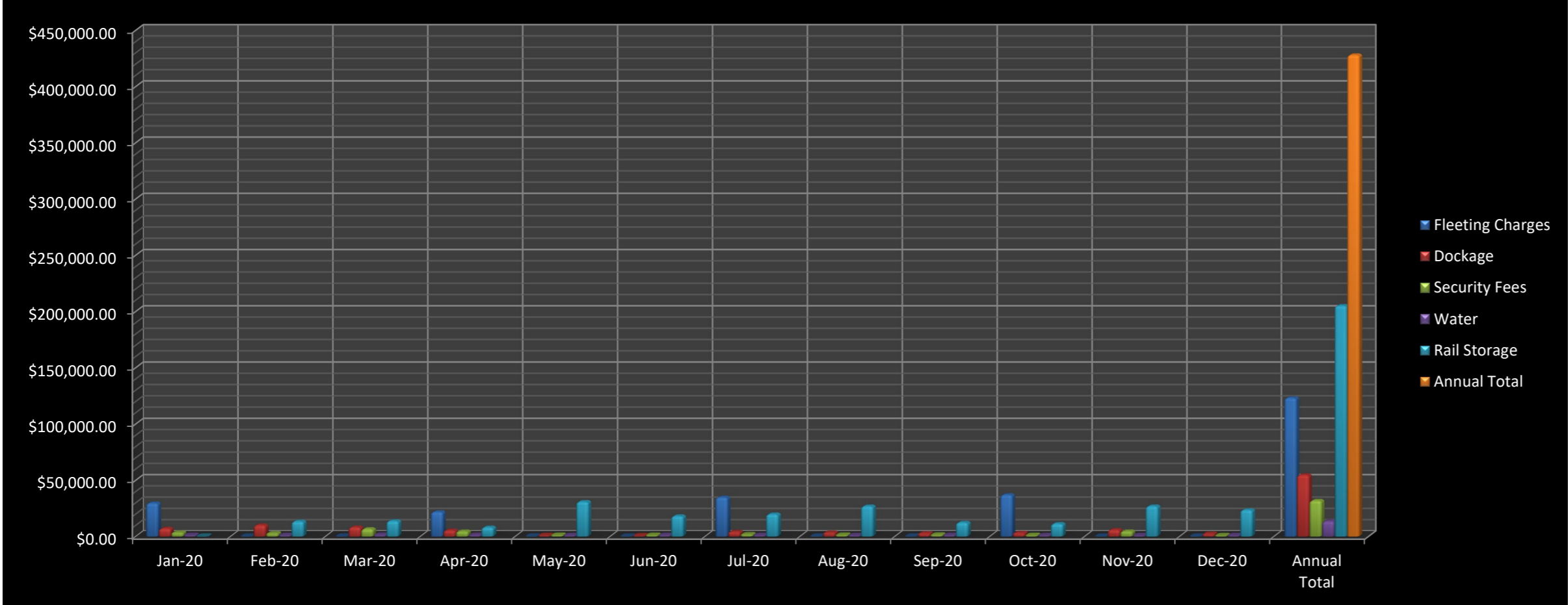
Annual Total

5,915,583.00



Crude BBL

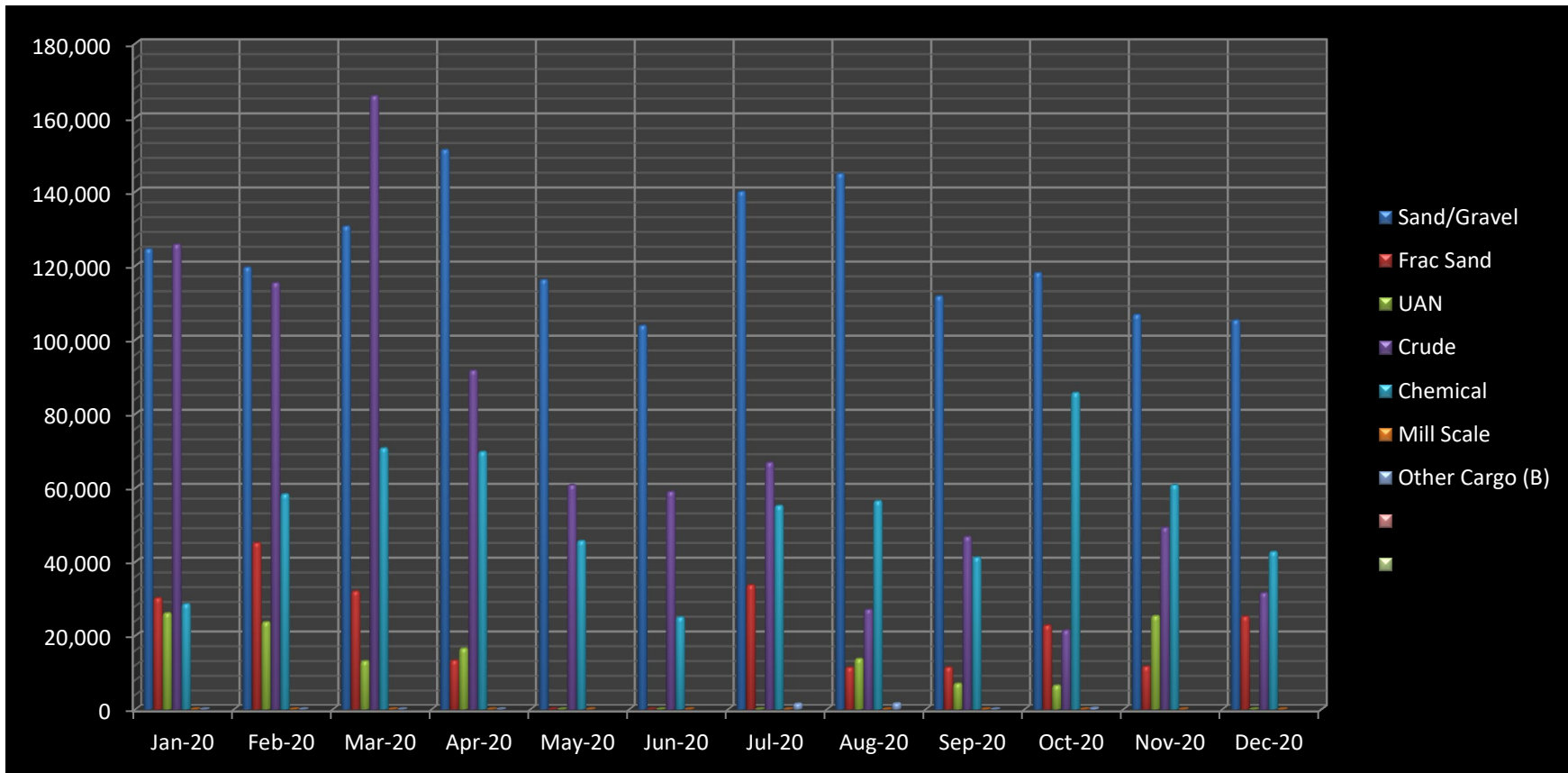
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual Total
Fleeting Charges	\$29,564.00	\$0.00	\$0.00	\$21,787.00	\$0.00	\$0.00	\$34,720.00	\$0.00	\$0.00	\$36,915.00	\$0.00	\$0.00	\$122,986.00
Dockage	\$7,026.00	\$9,999.00	\$8,207.00	\$5,422.00	\$1,060.00	\$795.00	\$4,156.00	\$3,538.00	\$2,816.00	\$3,122.00	\$5,931.00	\$2,434.00	\$54,506.00
Security Fees	\$3,518.00	\$2,898.00	\$6,696.00	\$4,526.00	\$1,317.00	\$1,271.00	\$1,945.00	\$1,442.00	\$1,596.00	\$1,131.00	\$4,604.00	\$884.00	\$31,828.00
Water	\$1,205.00	\$1,112.00	\$1,499.00	\$1,355.00	\$959.00	\$1,152.00	\$1,130.87	\$940.00	\$1,203.38	\$1,017.00	\$997.63	\$1,034.26	\$13,605.14
Rail Storage	\$0.00	\$13,395.00	\$13,760.00	\$8,140.00	\$30,840.00	\$18,120.00	\$19,800.00	\$26,855.00	\$12,340.00	\$11,280.00	\$26,880.00	\$23,540.00	\$204,950.00
Annual Total													\$427,875.14



Other Charges

Commodity	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Sand/Gravel	124,440	119,471	130,561	151,259	116,139	103,774	139,937	144,781	111,703	118,008	106,714	105,231	1,472,018
Frac Sand	30,107	45,033	31,941	13,189	0	0	33,617	11,283	11,310	22,707	11,549	25,090	235,826
UAN	25,996	23,574	13,006	16,458	0	0	0	13,634	6,907	6,393	25,245	0	131,213
Crude	125,649	115,290	165,760	91,636	60,710	58,929	66,794	26,970	46,695	21,362	49,197	31,501	860,493
Chemical	28,501	58,256	70,686	69,692	45,595	24,911	55,126	56,391	41,116	85,622	60,749	42,650	639,295
Mill Scale	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Cargo (B)	0	0	0	0			1,500	1,600	0	311			3,411

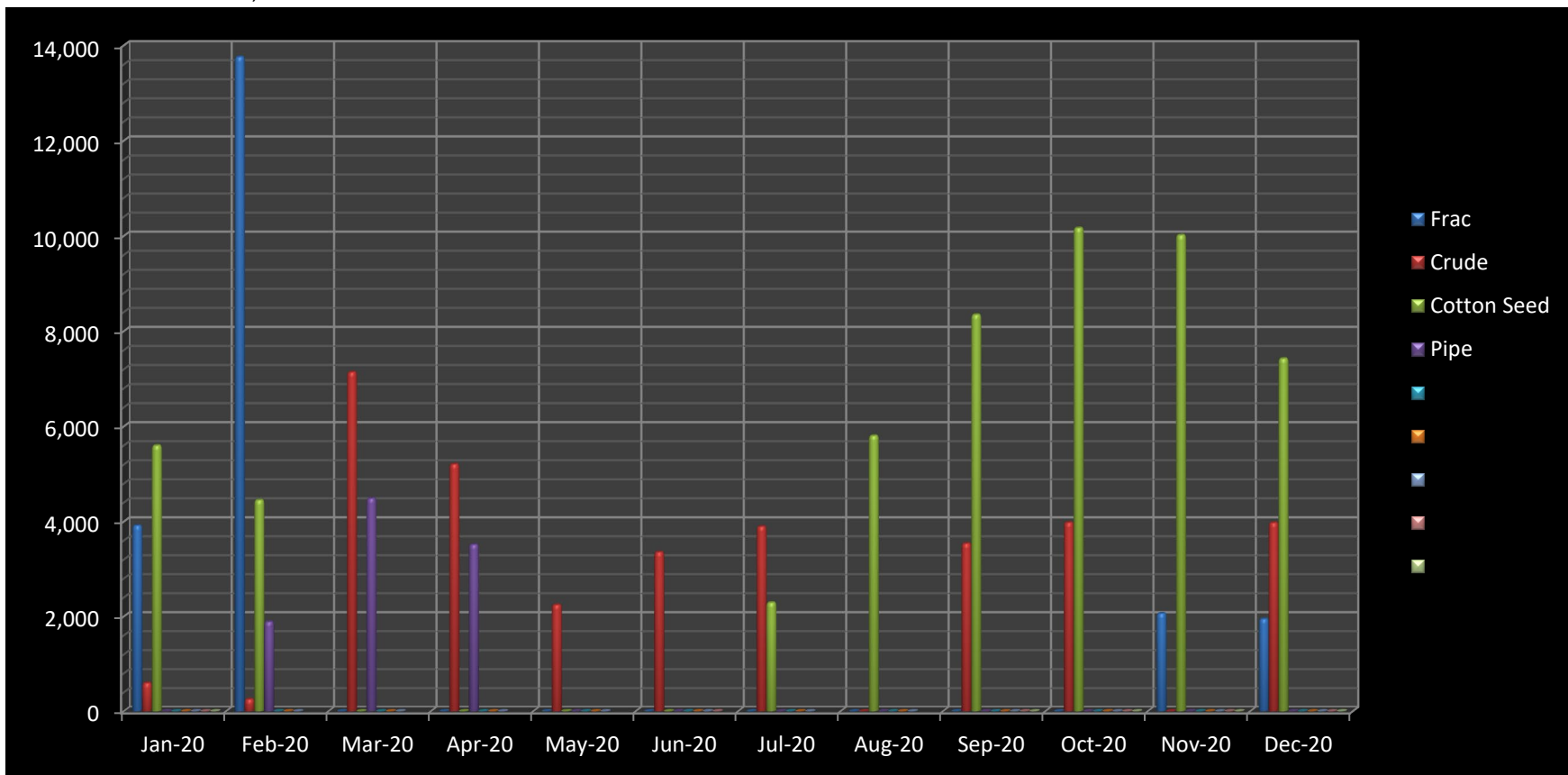
Total ST 3,342,256



Barge Short Tons

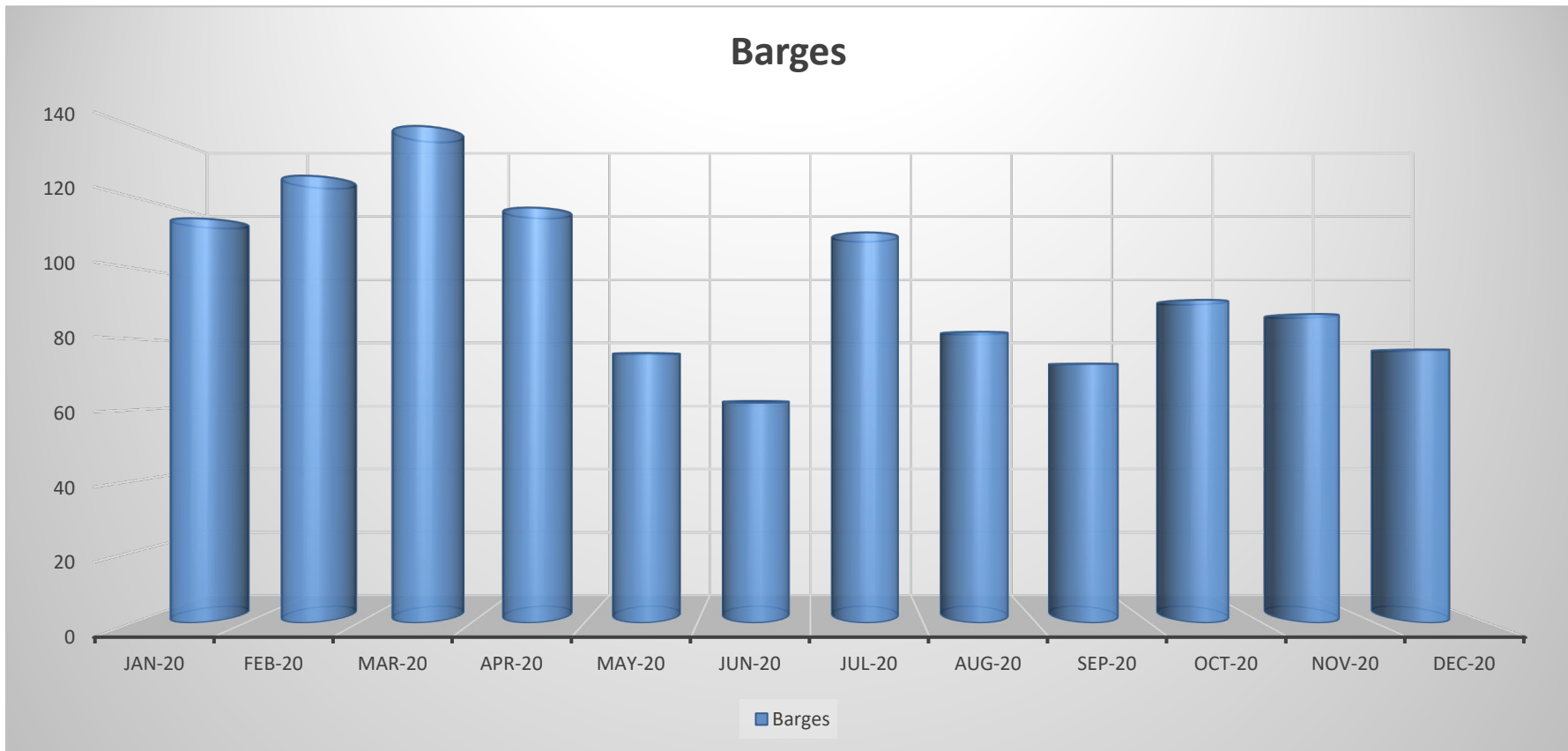
Commodity	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Frac	3,911	13,756	0	0	0	0	0	0	0	0	2,060	1,945	21,672
Crude	593	251	7,135	5,203	2,241	3,353	3,892	0	3,533	3,975	0	3,971	34,147
Cotton Seed	5,594	4,448	0	0	0	0	2,288	5,800	8,342	10,163	10,013	7,421	54,069
Pipe	0	1,885	4,485	3,510	0	0	0	0	0	0	0	0	9,880
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
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	0								0	0	0	0	0

Total ST 119,768

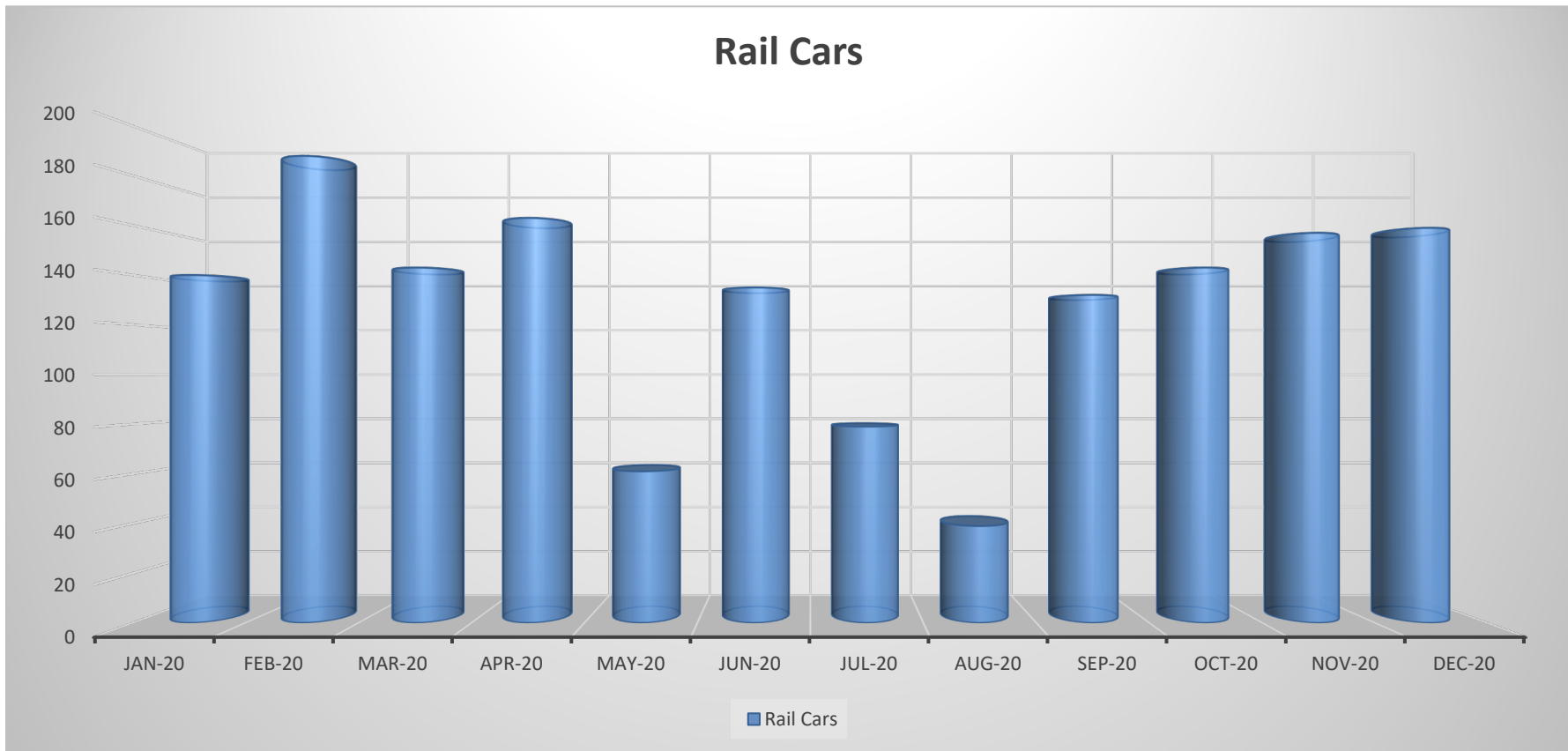


Rail Short Tons

Commodity	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Barges	114	126	140	117	76	62	110	82	73	91	87	77	1,155



Commodity	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Rail Cars	140	188	143	163	61	135	79	39	132	143	157	159	1,539



Victoria County Navigation District
Cash & Investments By Fund
Summary of Accounts
December 31, 2020

Fund Acct. No.	Account Name	December 31, 2020 Cash	November 30, 2020 Cash
<u>Navigation District - Operating Fund</u>			
101-1000	Prosperity Bank-General Account	7,570,592.57	7,032,580.94
Total Navigation District Operating Fund		7,570,592.57	7,032,580.94
<u>Construction Funds</u>			
101-1000	2015 Bond Construction Fund	665,019.63	664,957.68
Total Construction Funds		665,019.63	664,957.68
<u>Interest & Sinking Funds</u>			
101-1030	2012A Interest & Sinking Fund	265,949.37	214,927.66
101-1040	2012B Interest & Sinking Fund	219,042.26	183,024.02
101-1000	2015 Bond Interest & Sinking Fund	419,205.20	349,170.35
Total Interest & Sinking Funds		904,196.83	747,122.03
<u>Port Facilities Corporation Fund</u>			
101-1000	Prosperity Bank Checking Account	116.53	116.52
Total Port Facilities Corporation Fund		116.53	116.52
<u>Promotion and Development Fund</u>			
101-1000	Prosperity Bank Checking Account	330,974.93	357,794.41
Total Promotion and Development Fund		330,974.93	357,794.41
Total Cash & Investments		9,470,900.49	8,802,571.58

**Port of Victoria
 Balance Sheet
 As of December 31, 2020**

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1011000 · Prosperity Bank Checking Acct	7,570,592.57
1011030 · 2012A Interest & Sinking Fund	265,949.37
1011040 · 2012B Interest & Sinking Fund	219,042.26
1011050 · 2015 Bond I&S Fund	419,205.20
Total Checking/Savings	8,474,789.40
Accounts Receivable	
11000 · Accounts Receivable	225,579.58
Total Accounts Receivable	225,579.58
Other Current Assets	
1021000 · Petty Cash Fund	100.00
1611000 · Current Taxes Receivable	1,585,537.12
1611001 · Delinquent Taxes Receivable	132,357.83
Total Other Current Assets	1,717,994.95
Total Current Assets	10,418,363.93
Fixed Assets	
1612001 · Land Cost	2,199,603.38
1710101 · O'Connor Tract Non-Con Water	3,267,072.00
1713000 · Capital Improvements	
1713002 · Capital Improvements - Pre-1983	3,524,239.00
1713003 · Capital Improvements- Post 1982	391,770.00
1713004 · Capital Improvements-See Depr	8,081,019.00
1713000 · Capital Improvements - Other	80,435.68
Total 1713000 · Capital Improvements	12,077,463.68
1714000 · Land & Rights-Of-Way	
1714001 · Dredging Placement Area # 1 (346.61 acres)	246,096.37
1714002 · Dredging Placement Area # 2 (267.74 acres)	189,468.67
1714003 · Dredging Placement Area # 3-A (124.34 acres)	59,403.44
1714004 · Dredging Placement Area # 3-B (76.518 acres)	47,537.57
1714005 · Dredging Placement Area # 6-A (169.699 acr...	91,875.00
1714006 · Dredging Placement Area # 6-B (164.23 acres)	84,688.85
1714007 · Dredging Placement Area # 6-C (64.002 acres)	51,728.57
1714008 · Dredging Placement Area # 7-A (151.952 acr...	112,653.45
1714009 · Dredging Placement Area # 7-B (44.907 acres)	32,780.54
1714010 · Dredging Placement Area # 9 (192.05 acres)	138,059.82
1714011 · Dredging Placement Area # 10 (229 acres)	107,340.13
1714012 · Dredging Placement Area # 11 (142.077 acres)	73,840.97
1714013 · Dredging Placement Area # 13-A (92.51 acres)	32,379.00
1714014 · Dredging Placement Area # 13-B (28.8198 ac...	59,900.00
1714000 · Land & Rights-Of-Way - Other	12,742,282.26
Total 1714000 · Land & Rights-Of-Way	14,070,034.64
1715001 · Equipment	553,636.84
1715005 · Water Well System	76,312.90
1715015 · Security & Surveillance	960,193.45
1715020 · Channel and Turning Basin	220,188.48
1715450 · POV Shed #1	271,696.19
1715452 · POV Pier #2	333,728.00



**Port of Victoria
Balance Sheet
As of December 31, 2020**

	<u>Dec 31, 20</u>
1715503 · Pickering Basin	2,199,125.19
1715505 · Industrial Park	1,569,841.18
1715510 · Future Port Expansion	904,736.09
1715520 · Port Office & Coast Guard Bldg	995,225.14
1715530 · Container Dock	315,379.78
1715535 · Ag Export Center	34,879.72
1715540 · Railroad Spur	1,051,457.16
1715550 · Lift Bridge	7,091,467.28
1715552 · Lift Bridge Automation Project	378,869.64
1715560 · Road Project	482,453.11
1715565 · Cargo Dock - Liquids	2,053,514.51
1715566 · Railroad Road Spur Extension	2,935,047.43
1715567 · Vehicles	6,500.00
1716000 · Accumulated Depreciation	<u>-17,919,063.79</u>
Total Fixed Assets	<u>36,129,362.00</u>
TOTAL ASSETS	<u>46,547,725.93</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	46,767.44
Total Accounts Payable	<u>46,767.44</u>
Other Current Liabilities	
2222000 · Deferred Taxes	
2222001 · Allowance for Uncollectible Tax	77,984.48
2222002 · Deferred 2021Tax Revenue	919,488.61
2223000 · Deferred Taxes - Delinquent	125,739.94
2223001 · Allow for Uncoll Tax-Delinquent	7,910.27
2222000 · Deferred Taxes - Other	<u>1,506,260.11</u>
Total 2222000 · Deferred Taxes	<u>2,637,383.41</u>
Total Other Current Liabilities	<u>2,637,383.41</u>
Total Current Liabilities	2,684,150.85
Long Term Liabilities	
2515001 · Non-current Long Term Debt	<u>20,307,170.00</u>
Total Long Term Liabilities	<u>20,307,170.00</u>
Total Liabilities	22,991,320.85
Equity	
2711000 · Unreserved Fund Balance	5,076,423.07
31000 · Investment In Capital Assets	14,571,119.65
32000 · Retained Earnings	3,074,295.06
Net Income	<u>834,567.30</u>
Total Equity	<u>23,556,405.08</u>
TOTAL LIABILITIES & EQUITY	<u>46,547,725.93</u>

PORT OF VICTORIA
ACCOUNTS RECEIVABLE AGING SUMMARY
December 31, 2020

Customer	1 - 30	31 - 60	61 - 90	>90	Total
Accounts Receivable Customers	-	-	-	\$	-
Cape & Son			1,500.00	\$	1,500.00
ConAgra/Gavilon	338.63	5,996.45		\$	6,335.08
CRU Victoria Investments, LLC	4,867.81	5,670.44		\$	10,538.25
Equalizer Inc	1,988.38			\$	1,988.38
Equalizer Inc. (Wharfage)	22,745.87			\$	22,745.87
Fordyce, Ltd	11,575.41	-	-	\$	11,575.41
Green Lake Investments	16,106.84			\$	16,106.84
Gulf Mark Energy, Inc.	15,247.04			\$	15,247.04
GulfMark Terminals, LLC	6,271.36			\$	6,271.36
Invista	31,020.44			\$	31,020.44
Jimmy Sanders, Inc.	955.60	4,103.10		\$	5,058.70
Texas Flow Tankage	27,042.92			\$	27,042.92
United Ag CoOp, Inc	23,181.54			\$	23,181.54
Victoria Bloomington, LLC	27,104.00			\$	27,104.00
Victoria Fleet, LLC	19,863.75		-	\$	19,863.75
Total	\$ 208,309.59	\$ 15,769.99	\$ 1,500.00	\$ -	\$ 225,579.58

UPDATE ON RECEIVABLES AS OF January 12th, 2021

Jimmy Sanders	Pd Inv #5663, #5675, #5680, #5694 Totaling \$4,983.70
Texas Flow	Pd Inv #5696 totaling \$1500.00
Victoria Fleet	Pd Inv #5728 Totaling \$19,582.50
CRU Investments	Pd Inv #5654, #5652, #5670 Totaling \$5,670.00

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PORT OF VICTORIA
ACCOUNTS RECEIVABLE RECONCILIATION
12/31/2020

Customer	11/30/20	Invoices Billed	Payments Received	12/31/2020
Briggs Ranches	-	-	-	-
Cape and Son	3,000.00	1,500.00	(3,000.00)	1,500.00
Coast Guard/GSA		3,688.81	(3,688.81)	-
ConAgra/Gavilon	6,661.33	3,162.78	(3,489.03)	6,335.08
Cru Victoria Investment, LLC	6,094.94	12,566.41	(8,123.10)	10,538.25
Delvin Hroch				-
EnLink Midstream-Liquid Mrkt	10,937.89	-	(10,937.89)	-
EnLink Midstream-Operations	3,746.98	-	(3,746.98)	-
EnLink Midstream -Lease	-	11,945.89	(11,945.89)	-
Equalizer Inc	945.75	7,456.31	(6,413.68)	1,988.38
Equalizer Inc. (Wharfage)	10,971.33	22,745.87	(10,971.33)	22,745.87
Fordyce, Ltd	11,738.54	11,575.41	(11,738.54)	11,575.41
Green Lake Investments, LLC	14,630.98	16,106.84	(14,630.98)	16,106.84
Gulf Mark Energy, Inc.	2,452.97	17,247.04	(4,452.97)	15,247.04
GulfMark Terminals, LLC	-	6,271.36	-	6,271.36
Hansa Meyer Heavy Haul		-		-
Invista	17,821.36	13,199.08	-	31,020.44
Jimmy Sanders, Inc	5,488.70	955.60	(1,385.60)	5,058.70
Jody Studer				-
Jonathan Hein	-	500.00	(500.00)	-
MTI Logistics LLC	-	3,500.00	(3,500.00)	-
Texas Flow Tankage, LLC.	73,841.12	27,042.92	(73,841.12)	27,042.92
Tom's Marine & Salvage	-	1,000.00	(1,000.00)	-
United Agricultural Cooperative,	31,941.37	24,297.44	(33,057.27)	23,181.54
Victoria Bloomington, LLC	27,104.00	27,104.00	(27,104.00)	27,104.00
Victoria Fleet, LLC	487.50	19,863.75	(487.50)	19,863.75
West Side Calhoun Co Nav Dist	-			-
Total	\$ 227,864.76	\$ 231,729.51	\$ (234,014.69)	\$ 225,579.58

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PORT OF VICTORIA
INVOICES BILLED/ DECEMBER 2020

Customer	Date Billed	Rnty/Lease	Fleetng	Dockage	Project Cargo	Security	Wharfage	Rail Usage Fees	Rail Car Storage	Water Well Usage Fees	Rail Utilization	5% & 10% Admin Fee		Total Revenue	3rd Party	Total Invoiced
												December 2019	November 2019			
Briggs Ranches	12/31/2020												317,127.32			
Cape & Son	12/31/2020	1,500.00												1,500.00		1,500.00
Coast Guard/GSA	12/31/2020	3,688.81												3,688.81		3,688.81
ConAgra/Gavlon	12/31/2020	2,824.15						338.63						3,162.78		3,162.78
CRU Victoria Invest, LLC	12/31/2020	7,698.60						75.00			680.00		140.25	10,441.41	2,125.00	12,566.41
Jonathan Hein	12/31/2020	500.00												500.00		500.00
Delvin Hiroch	12/31/2020															
EnLink Midstream-L.Mkt.	12/31/2020															
EnLink -Lease/GulfMark	12/31/2020	11,945.89												11,945.89		11,945.89
EnLink Midstream Ops	12/31/2020															
Equalizer Inc.	12/31/2020	5,467.93		1,904.00										7,456.31		7,456.31
Equalizer Inc. Wharfage	12/31/2020						22,745.87							22,745.87		22,745.87
Fordyce, Ltd.	12/31/2020						11,575.41							11,575.41		11,575.41
Green Lake Investments	12/31/2020							3136.84	1,840.00		1,855.00		530.00	7,361.84	8,745.00	16,106.84
Gulf Mark Energy Inc.	12/31/2020	2,000.00		265.00		573.50	15,247.04						77.60	17,247.04	776.08	17,247.04
GulfMark Terminals, LLC	12/31/2020						4,504.18									
H-2 Enterprises	12/31/2020															
Hansa Meyer Heavy Haul	12/31/2020															
MTI Logistics	12/31/2020	3,500.00												3,500.00		3,500.00
Invista	12/31/2020						13,199.08							13,199.08		13,199.08
Robert Ramirez	12/31/2020	880.60												955.60		955.60
Jimmy Sanders, Inc.	12/31/2020															
Jody Stüder	12/31/2020															
Hailey's Harbor	12/31/2020															
United Agricultural CoOperati	12/31/2020	1,115.90						105.00	880.00		3,240.00		668.25	14,172.44	10,125.00	24,297.44
Marmmet USA	12/31/2020															
Marquette Transport	12/31/2020															
Texas Flow Tankage, LLC	12/31/2020	1,500.00		265.00	1,000.00	310.00	1,495.88		20,820.00		280.00		168.09	24,841.97	2,200.95	27,042.92
Tom's Marine & Salvage	12/31/2020													1,000.00		1,000.00
Victoria Bloomington	12/31/2020	27,104.00												27,104.00		27,104.00
Victoria Fleetng	12/31/2020		19,582.50					281.25						19,863.75		19,863.75
Totals		\$ 69,725.88	\$ 19,582.50	\$ 2,434.00	\$ 1,000.00	\$ 883.50	\$ 68,770.46	\$ 13,147.69	\$ 23,540.00	\$ 1,034.26	\$ 6,055.00	\$ 1,584.19	\$ 207,757.48	\$ 23,972.03	\$ 231,729.51	
													\$			

Totals	11/30/20	\$ 85,255.04	\$ 5,931.00	\$ 4,603.50	\$ 82,084.88	\$ 15,662.29	\$ 26,880.00	\$ 977.69	\$ 6,070.00	\$ 2,318.91	\$ 290,783.25	\$ 30,806.70	\$ 261,589.95
Totals	10/31/20	\$ 72,129.12	\$ 36,915.00	\$ 3,767.00	\$ 1,589.00	\$ 1,131.50	\$ 74,717.01	\$ 14,359.72	\$ 11,280.00	\$ 1,399.02	\$ 223,830.13	\$ 20,945.20	\$ 244,775.33
Totals	09/30/20	\$ 69,701.10	\$ 39,165.00	\$ 2,816.00	\$ 2,000.00	\$ 1,596.50	\$ 68,848.93	\$ 12,002.32	\$ 12,340.00	\$ 1,203.38	\$ 5,040.00	\$ 20,915.02	\$ 195,886.85
Totals	08/31/20	\$ 88,851.10	\$ -	\$ 3,538.00	\$ 1,000.00	\$ 1,441.50	\$ 62,362.61	\$ 9,916.72	\$ 26,855.00	\$ 939.95	\$ 1,430.00	\$ 9,648.56	\$ 185,724.04
Totals	07/31/20	\$ 65,501.62	\$ 4,045.00	\$ 1,945.23	\$ 1,093,367.39	\$ 5,386.90	\$ 19,800.00	\$ 1,130.87	\$ 2,765.00	\$ 1,133.98	\$ 211,076.01	\$ 16,474.92	\$ 230,250.41
Totals	06/30/20	\$ 65,501.62	\$ 18,120.00	\$ 795.00	\$ 1,271.00	\$ 59,151.91	\$ 2,621.45	\$ 34,720.00	\$ 1,150.51	\$ 5,225.00	\$ 1,451.87	\$ 21,043.71	\$ 211,052.07

Port of Victoria

Profit & Loss Budget Performance

December 2020

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Bu...
Ordinary Income/Expense					
Income					
3100000 · Revenues					
3110000 · General Property T...					
3111000 · Current Taxes	0.00	21,954.28	2,330,944.89	2,297,230.14	2,297,230.14
3112000 · Next Year Tax Col...	0.00		829.61		
3113000 · Delinquent Ad Val...	3,413.70	2,083.26	23,252.89	25,000.00	25,000.00
Total 3110000 · General Prop...	3,413.70	24,037.54	2,355,027.39	2,322,230.14	2,322,230.14
3190000 · Penalty & Interest on...					
3191000 · Penalty/Interest C...	0.00	1,000.00	11,015.45	12,000.00	12,000.00
3193000 · Penalty/Interest D...	1,791.53	666.63	9,880.05	8,000.00	8,000.00
Total 3190000 · Penalty & Inter...	1,791.53	1,666.63	20,895.50	20,000.00	20,000.00
3430000 · Other Revenues					
3431005 · Reimbursable Wa...	1,034.26	1,250.00	13,767.39	15,000.00	15,000.00
Total 3430000 · Other Revenues	1,034.26	1,250.00	13,767.39	15,000.00	15,000.00
3610000 · Miscellaneous Reve...					
3611000 · Interest Earnings	745.73	10,000.00	49,805.75	120,000.00	120,000.00
3611001 · Miscellaneous Re...	83.84		25,193.47		
3611002 · Admin Chgs 3rd ...					
3611004 · Rail - 5%	1,418.50	1,666.63	13,786.50	20,000.00	20,000.00
3611006 · Liquid Cargo D...	165.69	500.00	6,554.65	6,000.00	6,000.00
3611007 · Rail Utilization I...	6,055.00	3,333.30	58,475.00	40,000.00	40,000.00
Total 3611002 · Admin Chgs...	7,639.19	5,499.93	78,816.15	66,000.00	66,000.00
3611020 · Port Security Ser...	883.50	3,333.30	31,828.75	40,000.00	40,000.00
Total 3610000 · Miscellaneous ...	9,352.26	18,833.23	185,644.12	226,000.00	226,000.00
3620000 · Rents and Tariffs					
3621000 · Leases	69,725.88	68,333.30	850,013.28	820,000.00	820,000.00
3622000 · Wharfage Charges	68,770.46	125,000.00	1,185,455.31	1,500,000.00	1,500,000.00
3623000 · Project Cargo	1,000.00	166.63	4,589.00	2,000.00	2,000.00
3624000 · Rail Usage Fees	13,147.69	16,666.63	150,765.25	200,000.00	200,000.00
3624030 · Rail Car Storage ...	23,540.00	1,250.00	222,250.00	15,000.00	15,000.00
3625000 · Fleeting	19,582.50	8,333.30	96,404.50	100,000.00	100,000.00
3626000 · Dockage	2,434.00	6,250.00	55,040.00	75,000.00	75,000.00
Total 3620000 · Rents and Tarif...	198,200.53	225,999.86	2,564,517.34	2,712,000.00	2,712,000.00
Total 3100000 · Revenues	213,792.28	271,787.26	5,139,851.74	5,295,230.14	5,295,230.14
Total Income	213,792.28	271,787.26	5,139,851.74	5,295,230.14	5,295,230.14
Gross Profit	213,792.28	271,787.26	5,139,851.74	5,295,230.14	5,295,230.14
Expense					
6750000 · Expenditures					
6751000 · Salary Expense					
6751101 · Salaries	59,834.01	40,000.00	457,257.35	480,000.00	480,000.00
Total 6751000 · Salary Expense	59,834.01	40,000.00	457,257.35	480,000.00	480,000.00
6752000 · Fringe Benefits					
6752001 · Social Security	2,918.94	3,200.00	31,353.71	38,400.00	38,400.00
6752002 · Health Insurance	2,094.28	2,750.00	24,847.76	33,000.00	33,000.00
6752004 · IRA Expense	2,420.59	2,625.00	29,634.50	31,500.00	31,500.00
6752005 · Worker's Compe...	0.00	333.30	2,973.00	4,000.00	4,000.00
6752006 · Unemployment E...	0.00	41.63	163.91	500.00	500.00
6752007 · Life Insurance	750.19	2,083.30	7,317.24	25,000.00	25,000.00
Total 6752000 · Fringe Benefits	8,184.00	11,033.23	96,290.12	132,400.00	132,400.00

Port of Victoria
Profit & Loss Budget Performance
December 2020

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Bu...
6752999 · Operating Expense					
6753000 · Utilities - Security	2,597.13	3,166.63	32,037.47	38,000.00	38,000.00
6753001 · Utilities - Elect Lif...	173.52	333.30	2,141.17	4,000.00	4,000.00
6753003 · Utilities - Elect W...	6.50	50.00	172.29	600.00	600.00
6753004 · Insurance & Bon...	0.00	2,083.30	15,635.00	25,000.00	25,000.00
6753005 · Conventions & S...	0.00	1,666.63	0.00	20,000.00	20,000.00
6753008 · Dues & Subscript...	2,759.00	583.30	10,382.00	7,000.00	7,000.00
6753009 · Travel Expense	0.00	1,666.63	-311.90	20,000.00	20,000.00
6753011 · Office Expense	2,398.63	3,333.30	28,140.32	40,000.00	40,000.00
6753012 · Copier Lease/Doc...	0.00	583.30	13,575.00	7,000.00	7,000.00
6753015 · Port Security	471.82	6,666.63	26,257.53	80,000.00	80,000.00
6753017 · Shed 1 Maintenan...	405.42	416.63	4,243.22	5,000.00	5,000.00
6753020 · Disaster Prepare...	0.00	833.30	5,839.64	10,000.00	10,000.00
6753021 · Storm Recovery	0.00	20,833.30	4,567.00	250,000.00	250,000.00
6753034 · Potable Well Exp...	2,442.99	4,166.63	49,298.08	50,000.00	50,000.00
6753035 · Property Mainten...	400.92	5,000.00	52,713.67	60,000.00	60,000.00
6753036 · Dupont Bridge Re...	0.00	41.63	0.00	500.00	500.00
6753040 · Building Mainten...	1,200.00	2,500.00	23,657.95	30,000.00	30,000.00
6753041 · Building Utilities	538.99	833.30	6,163.90	10,000.00	10,000.00
6753042 · Utilities - Liquid C...	190.71	416.63	3,050.06	5,000.00	5,000.00
6753043 · Utilities-Dock Cra...	13.96	166.63	330.56	2,000.00	2,000.00
6753051 · Lift Bridge Other ...	565.41	22,916.63	107,188.90	275,000.00	275,000.00
6753052 · LiftBridge Operati...	2,123.49	4,166.63	45,514.38	50,000.00	50,000.00
6753056 · Railroad Spur Lin...	0.00	4,166.63	70,945.82	50,000.00	50,000.00
6753060 · General Cargo Do...	0.00	208.30	17,088.60	2,500.00	2,500.00
6753065 · Liquid Cargo Doc...	31,340.36	2,500.00	50,518.83	30,000.00	30,000.00
6753066 · Vehicle Fuel & M...	92.59	416.63	3,158.86	5,000.00	5,000.00
6753067 · Telephone	708.55	833.30	5,022.14	10,000.00	10,000.00
6753069 · Tractor Fuel & Ma...	2,117.65	1,666.63	6,692.97	20,000.00	20,000.00
Total 6752999 · Operating Ex...	50,547.64	92,215.82	584,023.46	1,106,600.00	1,106,600.00
6754000 · Other Services & C...					
6754001 · Computer Software	0.00	125.00	1,832.32	1,500.00	1,500.00
6754003 · Professional Serv...	35,530.00	10,416.63	115,347.83	125,000.00	125,000.00
6754004 · Auditing	0.00	0.00	10,950.00	12,000.00	12,000.00
6754005 · Accounting	437.80	541.63	7,055.09	6,500.00	6,500.00
6754006 · Bank Charges	0.00	83.30	0.00	1,000.00	1,000.00
6754007 · Engineering Servi...					
6754041 · General Engine...	3,221.00	12,500.00	76,697.98	150,000.00	150,000.00
6754043 · Railroad Spur E...	13,229.00		207,140.75		
6754048 · Master Plan - U...	50,000.00	8,333.30	50,000.00	100,000.00	100,000.00
6754049 · Rider 38-Port R...	13,993.00		28,784.00		
Total 6754007 · Engineering...	80,443.00	20,833.30	362,622.73	250,000.00	250,000.00
6754008 · Legal Services					
6754021 · Legal Services-...	5,876.95	14,166.63	153,742.15	170,000.00	170,000.00
6754022 · Legal Services-...	8,698.28	20,833.30	76,482.81	250,000.00	250,000.00
Total 6754008 · Legal Servi...	14,575.23	34,999.93	230,224.96	420,000.00	420,000.00
6754009 · Appraisal District ...	0.00	3,500.00	20,470.17	42,000.00	42,000.00
6754010 · Tax Assessor Fees	0.00	0.00	46,169.25	45,000.00	45,000.00
6754013 · Public Notices	0.00	250.00	1,517.90	3,000.00	3,000.00
6754030 · Promotion & Dev...	0.00	0.00	164,725.36	150,000.00	150,000.00
6754035 · Emergency Fund	0.00	41,666.63	0.00	500,000.00	500,000.00
Total 6754000 · Other Service...	130,986.03	112,416.42	960,915.61	1,556,000.00	1,556,000.00

Port of Victoria
Profit & Loss Budget Performance
December 2020

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Bu...
6755000 · Property & Building...					
6755001 · Equipment	0.00	2,083.30	16,681.52	25,000.00	25,000.00
6755002 · Water Well System	0.00		200.00		
6755450 · P O V Shed #1	0.00	83.26	0.00	1,000.00	1,000.00
6755510 · Port Expansion	0.00		202,471.96		
6755546 · 2012 Series A Bo...	0.00	0.00	605,894.54	605,895.00	605,895.00
6755547 · 2012 Series B Bo...	0.00	0.00	426,990.06	426,990.00	426,990.00
6755548 · 2015 Series Bond...	0.00	0.00	827,084.50	827,000.00	827,000.00
6755552 · Smith Property Pmt	9,223.11	10,000.00	110,677.32	120,000.00	120,000.00
6755553 · North Dock Dama...	0.00		2,175.00		
6755557 · C O E Project	0.00		14,623.00		
Total 6755000 · Property & Bu...	9,223.11	12,166.56	2,206,797.90	2,005,885.00	2,005,885.00
Total 6750000 · Expenditures	258,774.79	267,832.03	4,305,284.44	5,280,885.00	5,280,885.00
Total Expense	258,774.79	267,832.03	4,305,284.44	5,280,885.00	5,280,885.00
Net Ordinary Income	-44,982.51	3,955.23	834,567.30	14,345.14	14,345.14
Net Income	-44,982.51	3,955.23	834,567.30	14,345.14	14,345.14

Port of Victoria
A/P Aging Summary
 As of December 31, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AccuShip, LLC	1,657.03	0.00	0.00	0.00	0.00	1,657.03
AP CUSTOMER	0.00	0.00	0.00	0.00	0.00	0.00
AT&T Mobility	389.59	0.00	0.00	0.00	0.00	389.59
Bumgardner, Morrison & Company, ...	175.00	0.00	0.00	0.00	0.00	175.00
Commodity Switching Company, Inc.	22,315.00	0.00	0.00	0.00	0.00	22,315.00
County Treasurer's Office	262.80	0.00	0.00	0.00	0.00	262.80
Home Depot	44.95	0.00	0.00	0.00	0.00	44.95
MW Rentals & Services Inc.	471.50	0.00	0.00	0.00	0.00	471.50
Texas Ass'n of Counties Risk Mgmt ...	0.00	-617.00	0.00	0.00	0.00	-617.00
TGB Group, LLC	15,920.00	0.00	0.00	0.00	0.00	15,920.00
The Law Office of Duane G. Crocker,...	5,876.95	0.00	0.00	0.00	0.00	5,876.95
Victoria Electric Cooperative, Inc.	76.28	0.00	0.00	0.00	0.00	76.28
Waste Management	195.34	0.00	0.00	0.00	0.00	195.34
TOTAL	47,384.44	-617.00	0.00	0.00	0.00	46,767.44

Port of Victoria
Profit & Loss Detail
December 2020

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
3100000 · Revenues							
3110000 · General Property Taxes							
3113000 · Delinquent Ad Val Taxes							
Deposit	12/01/2020	27225		11-30-2020 Tax Collections		1,208.99	1,208.99
Deposit	12/04/2020	27249		12-1 thru 12-3-2020 Tax Collections		560.90	1,769.89
Deposit	12/09/2020	27275		12-4 thru 12-8-2020 Tax Collections		363.41	2,133.30
Deposit	12/18/2020	27295		12-9 thru 12-16-2020 Tax Collections		436.27	2,569.57
Deposit	12/21/2020	27302		12-17 thru 12-18-2020 Tax Collections		127.57	2,697.14
Deposit	12/23/2020	27326		12-21-2020 Tax Collections		48.97	2,746.11
Deposit	12/23/2020	27342		12-22-2020 Tax Collections		30.54	2,776.65
Deposit	12/29/2020	27351		12-23-2020 Tax Collections		308.28	3,084.93
Deposit	12/30/2020	27389		12-29-2020 Tax Collections		61.01	3,145.94
Deposit	12/30/2020	27376		12-28-2020 Tax Collections		152.90	3,298.84
Deposit	12/31/2020	27405		12-30-2020 Tax Collections		114.86	3,413.70
			Total 3113000 · Delinquent Ad Val Taxes		0.00	3,413.70	3,413.70
			Total 3110000 · General Property Taxes		0.00	3,413.70	3,413.70
3190000 · Penalty & Interest on Tax							
3193000 · Penalty/Interest Delinquent Tax							
Deposit	12/01/2020	27225		11-30-2020 Tax Collections		766.29	766.29
Deposit	12/04/2020	27249		12-1 thru 12-3-2020 Tax Collections		157.32	923.61
Deposit	12/09/2020	27275		12-4 thru 12-8-2020 Tax Collections		390.70	1,314.31
Deposit	12/18/2020	27295		12-9 thru 12-16-2020 Tax Collections		168.28	1,482.59
Deposit	12/21/2020	27302		12-17 thru 12-18-2020 Tax Collections		38.76	1,521.35
Deposit	12/23/2020	27326		12-21-2020 Tax Collections		25.25	1,546.60
Deposit	12/23/2020	27342		12-22-2020 Tax Collections		11.88	1,558.48
Deposit	12/29/2020	27351		12-23-2020 Tax Collections		109.90	1,668.38
Deposit	12/30/2020	27389		12-29-2020 Tax Collections		18.70	1,687.08
Deposit	12/30/2020	27376		12-28-2020 Tax Collections		50.58	1,737.66
Deposit	12/31/2020	27405		12-30-2020 Tax Collections		53.87	1,791.53
			Total 3193000 · Penalty/Interest Delinquent Tax		0.00	1,791.53	1,791.53
			Total 3190000 · Penalty & Interest on Tax		0.00	1,791.53	1,791.53
3430000 · Other Revenues							
3431005 · Reimbursable Water Well Expense							
Invoice	12/31/2020	5719	CRU Victoria Investments, LLC	POV Water Well Usage 30Nov20-04Jan21		75.00	75.00
Invoice	12/31/2020	5720	GulfMark Terminals, LLC	POV Water Well Usage 30Nov20-04Jan21		75.00	150.00
Invoice	12/31/2020	5721	Equalizer Inc	POV Water Well Usage 30Nov20-04Jan21		84.38	234.38
Invoice	12/31/2020	5722	ConAgra/Gavilon	POV Water Well Usage 30Nov20-04Jan21		338.63	573.01
Invoice	12/31/2020	5723	Victoria Fleet, L.L.C.	POV Water Well Usage 30Nov20-04Jan21		281.25	854.26

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Invoice	12/31/2020	5724	Jimmy Sanders	POV Water Well Usage 30Nov20-04Jan21		75.00	929.26
Invoice	12/31/2020	5725	United Agricultural Cooperativ...	POV Water Well Usage 30Nov20-04Jan21		105.00	1,034.26
	Total 3431005 · Reimbursable Water-Well Expense				0.00	1,034.26	1,034.26
	Total 343000 · Other Revenues				0.00	1,034.26	1,034.26
	361000 · Miscellaneous Revenues						
	3611000 · Interest Earnings						
Deposit	12/31/2020			2012A I&S Fund Interest		21.71	21.71
Deposit	12/31/2020			2012B I&S Fund Interest		18.24	39.95
Deposit	12/31/2020			2015 Bond I&S Fund Interest		34.85	74.80
Deposit	12/31/2020			General Account Interest		670.93	745.73
	Total 3611000 · Interest Earnings				0.00	745.73	745.73
	3611001 · Miscellaneous Reimbursements						
Deposit	12/22/2020	003157...		Refund from Brixmor IA Centre at Navarro LL...		83.84	83.84
	Total 3611001 · Miscellaneous Reimbursements				0.00	83.84	83.84
	3611002 · Admin Chgs 3rd Party Contract						
	3611004 · Rail - 5%						
Invoice	12/31/2020	5707	CRU Victoria Investments, LLC	POV 5% Admin Fee for December 2020		140.25	140.25
Invoice	12/31/2020	5708	United Agricultural Cooperativ...	POV 5% Admin Fee for month of December,2...		668.25	808.50
Invoice	12/31/2020	5709	Green Lake Investments, LLC	POV 5% Admin Fee for the month of Decemb...		530.00	1,338.50
Invoice	12/31/2020	5710	Texas Flow Tankage, LLC.	POV 5% Admin Fee for the Month of Decemb...		80.00	1,418.50
	Total 3611004 · Rail - 5%				0.00	1,418.50	1,418.50
	3611006 · Liquid Cargo Dock - 10%						
Invoice	12/31/2020	5711	Texas Flow Tankage, LLC.	POV 10% Admin Fee for Month of December ...		88.09	88.09
Invoice	12/31/2020	5712	GulfMark Terminals, LLC	POV 10% Admin Fee for Month December 2020		77.60	165.69
	Total 3611006 · Liquid Cargo Dock - 10%				0.00	165.69	165.69
	3611007 · Rail Utilization Income						
General...	12/31/2020	HWU2...	JOURNAL ENTRY	UA/Cape & Son Switching Dec, 2020		3,240.00	3,240.00
General...	12/31/2020	HWU2...	JOURNAL ENTRY	CRU Switching Dec 2020		680.00	3,920.00
General...	12/31/2020	HWU2...	JOURNAL ENTRY	GreenLake/Calumet Switching Dec 2020		1,855.00	5,775.00
General...	12/31/2020	HWU2...	JOURNAL ENTRY	Texas Flow Tankage Switching Dec 2020		280.00	6,055.00
	Total 3611007 · Rail Utilization Income				0.00	6,055.00	6,055.00
	Total 3611002 · Admin Chgs 3rd Party Contract				0.00	7,639.19	7,639.19

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Port of Victoria
Profit & Loss Detail
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
			3611020 - Port Security Services				
Invoice	12/31/2020	5717	GulfMark Terminals, LLC	Security Charges /Month of December, 2020		573.50	573.50
Invoice	12/31/2020	5718	Texas Flow Tankage, LLC.	Security Charges Month of December 2020		310.00	883.50
			Total 3611020 - Port Security Services		0.00	883.50	883.50
			Total 361000 - Miscellaneous Revenues		0.00	9,352.26	9,352.26
			362000 - Rents and Tariffs				
			3621000 - Leases				
Invoice	12/01/2020	5639	Cape & Son	Shed 1 Overhang Space Rental for Dec, 2020		1,500.00	1,500.00
Invoice	12/01/2020	5640	Coast Guard/GSA	Monthly Lease Payment		3,688.81	5,188.81
Invoice	12/01/2020	5641	ConAgral/Gavilon	POV Lease Dec, 2020		2,824.15	8,012.96
Invoice	12/01/2020	5642	CRU Victoria Investments, LLC	Dec 2020 Lease		7,698.60	15,711.56
Invoice	12/01/2020	5643	EnLink Midstream Partners, L...	Monthly Site lease		11,945.89	27,657.45
Invoice	12/01/2020	5644	Equalizer Inc	December 2020 Lease		5,467.93	33,125.38
Invoice	12/01/2020	5645	Gulf Mark Energy, Inc.	Monthly site lease for December 2020		2,000.00	35,125.38
Invoice	12/01/2020	5647	MTI Logistics LLC	Usage of Lay Down Area @ Port of Victoria - D...		3,500.00	38,625.38
Invoice	12/01/2020	5649	Unified Agricultural Cooperativ...	December 2020 Lease		1,115.90	39,741.28
Invoice	12/01/2020	5650	Victoria Bloomington LLC	Victoria Bloomington LLC- December, 2020 Le...		27,104.00	66,845.28
Invoice	12/01/2020	5653	Jonathan Hein	Dec 2020 / 566 Edna Ln., Bloomington, TX		500.00	67,345.28
Invoice	12/31/2020	5694	Jimmy Sanders	Monthly Rent for Fertilizer Terminal - December...		880.60	68,225.88
Invoice	12/31/2020	5696	Texas Flow Tankage, LLC.	Monthly site Lease for December 2020-Pipeline...		1,500.00	69,725.88
			Total 3621000 - Leases		0.00	69,725.88	69,725.88
			3622000 - Wharfage Charges				
Invoice	12/31/2020	5702	Texas Flow Tankage, LLC.	WEB 309 - 12/06/220		1,498.88	1,498.88
Invoice	12/31/2020	5713	GulfMark Terminals, LLC	Martin Load for December 2020		4,504.18	6,003.06
Invoice	12/31/2020	5726	Invista	DCBL 53 - Anhydrous Ammonia		5,112.00	11,115.06
Invoice	12/31/2020	5726	Invista	CI 1608 - Butadiene		638.56	11,753.62
Invoice	12/31/2020	5726	Invista	KBX 2001 - Butadiene		534.96	12,288.58
Invoice	12/31/2020	5726	Invista	KBX 2003 - Butadiene		183.80	12,472.38
Invoice	12/31/2020	5726	Invista	KBX 2004 - Butadiene		654.80	13,127.18
Invoice	12/31/2020	5726	Invista	DBL 311 - Cyclohexane		2,045.44	15,172.62
Invoice	12/31/2020	5726	Invista	DBL 312 - Cyclohexane		1,535.44	16,708.06
Invoice	12/31/2020	5726	Invista	DBL 310 - Cyclohexane		1,023.00	17,731.06
Invoice	12/31/2020	5726	Invista	DBL 307 - Aciponitrile		735.48	18,466.54
Invoice	12/31/2020	5726	Invista	DBL 306 - Aciponitrile		735.60	19,202.14
Invoice	12/31/2020	5727	Gulf Mark Energy, Inc.	FMT 3033, 3136 - 12/09/2020		4,818.26	24,020.40
Invoice	12/31/2020	5727	Gulf Mark Energy, Inc.	MM 126, 128 - 12/07/2020		2,863.65	26,884.05
Invoice	12/31/2020	5727	Gulf Mark Energy, Inc.	FMT 3033, 3136 - 12/31/2020		4,810.16	31,694.21
Invoice	12/31/2020	5727	Gulf Mark Energy, Inc.	MM 126, 128 - 12/28/2020		2,754.97	34,449.18
Invoice	12/31/2020	5729	Fordyce, Ltd	Wharfage for December 2020		11,575.41	46,024.59
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	HBM 4532b (FRAC SAND) - 11/30/2020		1,841.50	47,866.09
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	LTD 05131b (FRAC SAND) - 11/30/2020		1,863.62	49,729.71
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	LTD 6272 (FRAC SAND) - 11/30/2020		1,769.63	51,499.34
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	LTD927b (FRAC SAND) - 11/30/2020		1,888.30	53,387.64
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	LTD 7228 (FRAC SAND) - 11/30/2020		1,745.70	55,133.34
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	LTD 14103b (FRAC SAND) - 11/30/2020		1,862.89	56,996.23

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	CH 9850 (FRAC SAND) - 12/14/2020		1,765.46	58,761.69
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	MTC 845b (FRAC SAND) - 12/14/2020		1,862.23	60,623.92
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	MTC 1335b (FRAC SAND) - 12/14/2020		1,865.73	62,489.65
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	MTC 7257b (FRAC SAND) - 12/14/2020		1,863.79	64,353.44
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	CH 9843 (FRAC SAND) - 12/14/2020		1,760.55	66,113.99
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	MTC 7289b (FRAC SAND) - 12/14/2020		1,878.57	67,992.56
Invoice	12/31/2020	5730	Equalizer Inc. (Wharfage)	MTC 1333b- Dry Bulk Fertilizer-1224/2020		777.90	68,770.46
			Total 3622000 · Wharfage Charges		0.00	68,770.46	68,770.46
Invoice	3623000 · Project Cargo						
Invoice	12/14/2020	5686	Tom's Marine & Salvage LLC	Stevedore License Dec 14, 2020 - Dec 13, 2021		1,000.00	1,000.00
			Total 3623000 · Project Cargo		0.00	1,000.00	1,000.00
Invoice	3624000 · Rail Usage Fees						
Invoice	12/31/2020	5699	CRU Victoria Investments, LLC	December 2020 Railcars @ \$.95 per ton - Frac...		1,847.56	1,847.56
Invoice	12/31/2020	5701	United Agricultural Cooperativ...	Rail Usage for Month of December 2020		8,163.29	10,010.85
Invoice	12/31/2020	5703	Green Lake Investments, LLC	POV Rail Usage Fee for Month /December ,20...		3,096.73	13,107.58
Invoice	12/31/2020	5703	Green Lake Investments, LLC	POV Rail Usage Fee for Month. December 2020...		40.11	13,147.69
			Total 3624000 · Rail Usage Fees		0.00	13,147.69	13,147.69
Invoice	3624030 · Rail Car Storage Fee						
Invoice	12/31/2020	5704	United Agricultural Cooperativ...	Rail Storage Fee for the Month of December, 2...		880.00	880.00
Invoice	12/31/2020	5705	Texas Flow Tankage, LLC.	Rail Storage Fee for the Month of December, 2...		20,820.00	21,700.00
Invoice	12/31/2020	5706	Green Lake Investments, LLC	Rail Storage Fee for the Month of December, 2...		1,840.00	23,540.00
			Total 3624030 · Rail Car Storage Fee		0.00	23,540.00	23,540.00
Invoice	3625000 · Fleeting						
Invoice	12/31/2020	5728	Victoria Fleet, L.L.C.	Fleeting for 4th quarter of 2020		19,582.50	19,582.50
			Total 3625000 · Fleeting		0.00	19,582.50	19,582.50
Invoice	3626000 · Dockage						
Invoice	12/31/2020	5714	Texas Flow Tankage, LLC.	Dockage Fee for Liquid Cargo Dock @ Port of ...		265.00	265.00
Invoice	12/31/2020	5715	GulfMark Terminals, LLC	Dockage Fee for Liquid Cargo Dock @ Port of ...		265.00	530.00
Invoice	12/31/2020	5716	Equalizer Inc	Dockage Fees for General Cargo Dock for Dec...		1,904.00	2,434.00
			Total 3626000 · Dockage		0.00	2,434.00	2,434.00
			Total 362000 · Rents and Tariffs		0.00	198,200.53	198,200.53
			Total 3100000 · Revenues		0.00	213,792.28	213,792.28
			Total Income		0.00	213,792.28	213,792.28
			Gross Profit		0.00	213,792.28	213,792.28

Port of Victoria
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Expense							
6750000 · Expenditures							
6751000 · Salary Expense							
6751101 · Salaries							
Check	12/01/2020	2995	Insley, Randolph S.	Salary	4,000.00		4,000.00
Check	12/01/2020	2996	Schuenemann, Jeanne C.		4,000.00		8,000.00
Check	12/01/2020	2997	Michael Ortiz		1,500.00		9,500.00
Check	12/01/2020	2998	Corpus, Regina R		1,500.00		11,000.00
Check	12/01/2020	2999	Christopher G. Insley		250.00		11,250.00
Check	12/15/2020	3001	Insley, Randolph S.	Salary	3,193.75		14,443.75
Check	12/15/2020	3002	Schuenemann, Jeanne C.	Add'l Compensation	2,227.28		16,671.03
Check	12/15/2020	3003	Schuenemann, Jeanne C.		133.00		16,804.03
Check	12/15/2020	3004	Michael Ortiz		2,079.44		18,883.47
Check	12/15/2020	3005	Corpus, Regina R		1,802.24		20,685.71
Check	12/15/2020	3006	Christopher G. Insley		1,225.50		21,911.21
Check	12/15/2020	3006	Stibich, Sean	Salary	6,666.67		28,577.88
Check	12/15/2020	3006	Stibich, Sean	Car Allowance	300.00		28,877.88
Check	12/16/2020	3009	Stibich, Sean	Salary	12,592.39		41,470.27
Check	12/31/2020	3011	Insley, Randolph S.	Salary	3,193.75		44,664.02
Check	12/31/2020	3012	Schuenemann, Jeanne C.	Add'l Compensation	2,429.76		47,093.78
Check	12/31/2020	3012	Schuenemann, Jeanne C.		133.00		47,226.78
Check	12/31/2020	3013	Michael Ortiz		2,268.48		49,495.26
Check	12/31/2020	3014	Corpus, Regina R		1,966.08		51,461.34
Check	12/31/2020	3015	Christopher G. Insley		1,406.00		52,867.34
Check	12/31/2020	3016	Stibich, Sean	Salary	6,666.67		59,534.01
Check	12/31/2020	3016	Stibich, Sean	Car Allowance	300.00		59,834.01
Total 6751101 · Salaries					59,834.01	0.00	59,834.01
Total 6751000 · Salary Expense					59,834.01	0.00	59,834.01
6752000 · Fringe Benefits							
6752001 · Social Security							
Check	12/01/2020	3000	united States Treasury		163.12		163.12
Check	12/01/2020	3000	united States Treasury		697.50		860.62
Check	12/15/2020	3007	united States Treasury		655.43		1,516.05
Check	12/15/2020	3007	united States Treasury		254.31		1,770.36
Check	12/16/2020	3010	united States Treasury		182.59		1,952.95
Check	12/31/2020	3017	united States Treasury		264.95		2,217.90
Check	12/31/2020	3017	united States Treasury		701.04		2,918.94
Total 6752001 · Social Security					2,918.94	0.00	2,918.94

Port of Victoria
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance	
	6752002 · Health Insurance							
Bill	12/16/2020	GI-Jan...	Guardian	Dental/Vision	203.60		203.60	
Bill	12/18/2020	BCBS1...	Blue Cross & Blue Shield Of T...	Health Insurance R. Corpus	560.69		764.29	
Bill	12/18/2020	BCBS1...	Blue Cross & Blue Shield Of T...	Health Insurance M. Ortiz	789.19		1,553.48	
Bill	12/18/2020	BCBS1...	Blue Cross & Blue Shield Of T...	Health Insurance S. Stibich	540.80		2,094.28	
	Total 6752002 · Health Insurance					2,094.28	0.00	2,094.28
	6752004 · IRA Expense							
Bill	12/04/2020	120420...	Prosperity Bank Trust Depart...	Trust Dept Fee Qtr Ending 11/30/2020	625.00		625.00	
Bill	12/04/2020	120420...	Prosperity Bank Trust Depart...	Bookkeeping Fee F/Q/E 09/30/2020	454.34		1,079.34	
Check	12/15/2020	3008	Prosperity Bank Trust Depart...	457 (b) PLAN - Insley, R	223.56		1,302.90	
Check	12/15/2020	3008	Prosperity Bank Trust Depart...	457 (b) PLAN - Schuenemann, J	155.91		1,458.81	
Check	12/15/2020	3008	Prosperity Bank Trust Depart...	457 (b) PLAN - Ortiz, M	145.56		1,604.37	
Check	12/15/2020	3008	Prosperity Bank Trust Depart...	457 (b) PLAN - Corpus, R.	126.16		1,730.53	
Check	12/31/2020	3018	Prosperity Bank Trust Depart...	457 (b) PLAN - Insley, R.	223.56		1,954.09	
Check	12/31/2020	3018	Prosperity Bank Trust Depart...	457 (b) PLAN - Schuenemann, J.	170.08		2,124.17	
Check	12/31/2020	3018	Prosperity Bank Trust Depart...	457 (b) PLAN - Ortiz, M.	158.79		2,282.96	
Check	12/31/2020	3018	Prosperity Bank Trust Depart...	457 (b) PLAN - Corpus, R.	137.63		2,420.59	
	Total 6752004 · IRA Expense					2,420.59	0.00	2,420.59
	6752007 · Life Insurance							
Bill	12/16/2020	GI-Jan...	Guardian	Life-LTD-STD	750.19		750.19	
	Total 6752007 · Life Insurance					750.19	0.00	750.19
	Total 6752000 · Fringe Benefits							
	6752999 · Operating Expense							
	6753000 · Utilities - Security							
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	POV Main Gate	10.58		10.58	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Gen Cargo Deck Gate	8.55		19.13	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Pole Lights	1,569.14		1,588.27	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Security Bldg	35.75		1,624.02	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Pole Lights	207.71		1,831.73	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Pole Lights	167.97		1,999.70	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Unit Liquid Dock #2 Lights	112.01		2,111.71	
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Ind Park S. #1 WW / Security	450.50		2,562.21	
Bill	12/22/2020	VEC12...	Victoria Electric Cooperative, I...	POV Sign 11/17/20-12/17/20	34.92		2,597.13	
	Total 6753000 · Utilities - Security					2,597.13	0.00	2,597.13
	6753001 · Utilities - Elect Lift Bridge							
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Lift Bridge	173.52		173.52	
	Total 6753001 · Utilities - Elect Lift Bridge					173.52	0.00	173.52

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Port of Victoria
Profit & Loss Detail
December 2020

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/11/2020	6753003	Utilities - Elect Water Well				
		055027...	TXU ENERGY RETAIL COM...	Ind. Park N #1 WW	6.50		6.50
		Total 6753003 - Utilities - Elect Water Well			6.50	0.00	6.50
Bill	12/09/2020	6753008	Dues & Subscriptions				
Bill	12/10/2020	393-21	Gulf Intracoastal Canal Associ...	Annual 2021 Dues	1,000.00		1,000.00
Bill	12/10/2020	2021-I...	Waterways Journal	Three copies of 2021 Inland River Guide	234.00		1,234.00
Bill	12/13/2020	101220	National Waterways Conferen...	Annual Membership Dues Oct, 2020-Oct, 2021	1,525.00		2,759.00
		Total 6753008 - Dues & Subscriptions			2,759.00	0.00	2,759.00
Bill	12/01/2020	6753011	Office Expense				
Bill	12/01/2020	1774	BINARY HONCHO, LLC	POV Server Cloud Backup /December 2020	172.50		172.50
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	TV for meeting presentations in lobby (social di...	527.97		700.47
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Logmein Meetings	10.78		711.25
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Google G Suite	81.90		793.15
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Stamps	110.00		903.15
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Ink for printer	125.70		1,028.85
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Adobe Subs	91.96		1,120.81
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	USPS	12.60		1,133.41
Bill	12/03/2020	5343811	Toshiba Business Solutions, ...	CLR Copies	22.51		1,155.92
Bill	12/03/2020	5343873	Toshiba Business Solutions, ...	B/W Copies	5.27		1,161.19
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Late Charges	1.34		1,162.53
Bill	12/11/2020	181802...	AT&T (Office Internet)	Internet/Office Phone Bundle	851.24		2,013.77
Bill	12/12/2020	069743...	DirecTV	Business Ent Package	40.99		2,054.76
Bill	12/13/2020	135877...	Office Depot	Office Supplies	90.91		2,145.67
Bill	12/13/2020	135877...	Office Depot	Office Supplies	88.99		2,234.66
Bill	12/13/2020	135877...	Office Depot	Office Supplies	98.97		2,333.63
Bill	12/18/2020	125171	Fagan Answering Service, Inc.	Answering Service 12/18 thru 01/14/2021	65.00		2,398.63
		Total 6753011 - Office Expense			2,398.63	0.00	2,398.63
Bill	12/16/2020	6753015	Port Security				
Bill	12/18/2020	20105-1	MW Rentals & Services Inc.	JLG Rental for Security Cameras	471.50		471.50
		SecPn...	AT&T Mobility	Security Phone	0.32		471.82
		Total 6753015 - Port Security			471.82	0.00	471.82
Bill	12/11/2020	6753017	Shed 1 Maintenance				
		055027...	TXU ENERGY RETAIL COM...	Shed #1	405.42		405.42
		Total 6753017 - Shed 1 Maintenance			405.42	0.00	405.42

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Port of Victoria
Profit & Loss Detail
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Accrual Basis

Type	Date	Numb	Name	Memo	Debit	Credit	Balance
			6753034 · Potable Well Expense				
Bill	12/01/2020	3448	Carey Environmental Services	Monthly Service for Nov. 2020	1,950.00		1,950.00
Bill	12/01/2020	3448	Carey Environmental Services	Bacteriological samples	225.00		2,175.00
Bill	12/01/2020	3448	Carey Environmental Services	Lead and Copper testing	240.00		2,415.00
Bill	12/02/2020	DSHS1...	DSHS Central Lab MC2004	2020 Statement	27.99		2,442.99
			Total 6753034 · Potable Well Expense		2,442.99	0.00	2,442.99
			6753035 · Property Maintenance				
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Safety belts	64.00		64.00
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Return on Safety belts - wrong size		64.00	0.00
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Safety belts	59.27		59.27
Bill	12/02/2020	04849	Better Gardens Irrigation & Se...	Lawn Care Nov 2020	60.00		119.27
Bill	12/21/2020	HD122...	Home Depot	Bit and punch set	44.95		164.22
Bill	12/22/2020	BBR12...	Victoria Electric Cooperative, I...	Black Bayou Rd Property	41.36		205.58
Bill	12/23/2020	631815...	Waste Management	8YD Dumpster Service	195.34		400.92
			Total 6753035 · Property Maintenance		464.92	64.00	400.92
			6753040 · Building Maintenance				
Bill	12/01/2020	000231...	Spic & Span	Cleaning Services	1,050.00		1,050.00
Bill	12/10/2020	87165	Goyen Electric, Inc.	Admin Bldg Generator check.	150.00		1,200.00
			Total 6753040 · Building Maintenance		1,200.00	0.00	1,200.00
			6753041 · Building Utilities				
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	POV Admin Bldg Well	11.02		11.02
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	POV Admin Bldg	527.97		538.99
			Total 6753041 · Building Utilities		538.99	0.00	538.99
			6753042 · Utilities - Liquid Cargo Dock				
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Pole Lights	100.33		100.33
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Liq Dock #2	22.14		122.47
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Dock Bldg	22.46		144.93
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Harbor Master Office	45.78		190.71
			Total 6753042 · Utilities - Liquid Cargo Dock		190.71	0.00	190.71
			6753043 · Utilities-Dock Crane				
Bill	12/11/2020	055027...	TXU ENERGY RETAIL COM...	Dock Crane	13.96		13.96
			Total 6753043 · Utilities-Dock Crane		13.96	0.00	13.96
			6753051 · Lift Bridge Other Maintenance				
Bill	12/09/2020	230834	Modjeski And Masters. Inc.	Labor Trouble-shoot brake noise on lift bridge	118.68		118.68
Bill	12/09/2020	230834	Modjeski And Masters. Inc.	Overhead @ 156.93%	186.24		304.92
Bill	12/09/2020	230834	Modjeski And Masters. Inc.	Profit @10%	30.49		335.41
Bill	12/16/2020	87205	Goyen Electric, Inc.	Bridge down. Manual reset of drives.	230.00		565.41
			Total 6753051 · Lift Bridge Other Maintenance		565.41	0.00	565.41

Port of Victoria
Profit & Loss Detail
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
	6753052		LiftBridge Operations				
Bill	12/01/2020	8489	Ship Tracks, LLC	Monthly Subscription	1,500.00		1,500.00
Bill	12/01/2020	8489	Ship Tracks, LLC	Dedicated Server	500.00		2,000.00
Bill	12/09/2020	111289...	TISD.Net Internet Services	Liftbridge internet	123.49		2,123.49
	Total 6753052		LiftBridge Operations		2,123.49	0.00	2,123.49
	6753065		Liquid Cargo Dock Maintenance				
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Dock Plugs - Liq Dock #2	25.86		25.86
Bill	12/01/2020	904	Garage Transformers	Elite Crete Vapor Barrier/Liquid Dock #1	1,893.75		1,919.61
Bill	12/01/2020	904	Garage Transformers	Elite Crete E-100 epoxy/Liquid Dock #1	1,893.75		3,813.36
Bill	12/01/2020	904	Garage Transformers	Elite Crete E-100 epoxy/Liquid Dock #1	7,575.00		11,388.36
Bill	12/01/2020	904	Garage Transformers	Elite Crete AUS V Poly Urethane/Liquid Dock #1	1,155.00		12,543.36
Bill	12/02/2020	154399...	KONECRANES INC.	Oct 2020 inspection SR 1-92285108638 12/01/...	1,398.50		13,941.86
Bill	12/02/2020	154399...	KONECRANES INC.	Oct 2020 inspection SR 1-92285108638 12/01/...	1,398.50		15,340.36
Bill	12/28/2020	953662	Travis M. Rodgers	Resurfacing Project /Liquid Dock #1	16,000.00		31,340.36
	Total 6753065		Liquid Cargo Dock Maintenance		31,340.36	0.00	31,340.36
	6753066		Vehicle Fuel & Maintenance				
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Fuel	42.54		42.54
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Truck fuel	50.05		92.59
	Total 6753066		Vehicle Fuel & Maintenance		92.59	0.00	92.59
	6753067		Telephone				
Bill	12/08/2020	InvBAN...	AT&T (Office Phones)	Long Distance Business account	231.30		231.30
Bill	12/08/2020	InvBAV...	AT&T (Office Phones)	Office Phone - 800 #	87.98		319.28
Bill	12/18/2020	826437...	AT&T Mobility	Sean Stibich	81.33		400.61
Bill	12/18/2020	826437...	AT&T Mobility	Micheal Ortiz	161.46		562.07
Bill	12/18/2020	826437...	AT&T Mobility	Randy Insley	78.73		640.80
Bill	12/18/2020	826437...	AT&T Mobility	Security phone payment. AT&T has allocated m...	67.75		708.55
	Total 6753067		Telephone		708.55	0.00	708.55
	6753069		Tractor Fuel & Maintenance				
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Tractor Driveline Shaft	1,398.18		1,398.18
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Tracor Drive Shaft Guard	209.41		1,607.59
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	5 Gal of lubricant	54.11		1,661.70
Bill	12/01/2020	VCC12...	PROSPERITY BANK VISA C...	Tractor Drive Shaft PTO	455.95		2,117.65
	Total 6753069		Tractor Fuel & Maintenance		2,117.65	0.00	2,117.65
	Total 6752999		Operating Expense		50,611.64	64.00	50,547.64

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Profit & Loss Detail
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
	6754000		Other Services & Charges				
	6754003		Professional Services				
Bill	12/01/2020	1180	The Emmett Company	POV Monthly fees - Professional Services	6,000.00		6,000.00
Bill	12/01/2020	2409	TGB Group, LLC	Consulting RR Operations	5,520.00		11,520.00
Bill	12/01/2020	2409	TGB Group, LLC	Principal	1,845.00		13,365.00
Bill	12/01/2020	2409	TGB Group, LLC	Man Hours	255.00		13,620.00
Bill	12/01/2020	2409	TGB Group, LLC	Designer Fees	2,990.00		16,610.00
Bill	12/23/2020	12020	Younger & Associates	Gov Relations Liaison Work-Jan,2021	3,000.00		19,610.00
Bill	12/31/2020	2425	TGB Group, LLC	POV Railroad Operations Consulting/Hourly	8,395.00		28,005.00
Bill	12/31/2020	2425	TGB Group, LLC	Principal Services	2,255.00		30,260.00
Bill	12/31/2020	2425	TGB Group, LLC	Office Manager Services	200.00		30,460.00
Bill	12/31/2020	2425	TGB Group, LLC	Sr. Designer Services	5,070.00		35,530.00
	Total 6754003		Professional Services		35,530.00	0.00	35,530.00
	6754005		Accounting				
Bill	12/18/2020	202011...	County Treasurer's Office	Bank Analysis Fees for the Month of Nov, 2020	262.80		262.80
Bill	12/31/2020	BMA12...	Burgardner, Morrison & Com...	December Payroll Check Writing Services	175.00		437.80
	Total 6754005		Accounting		437.80	0.00	437.80
	6754007		Engineering Services				
Bill	12/11/2020	159834	Civil Corp, LLC	General Services VCND - 10/28 - 11/20/2020	2,565.00		2,565.00
Bill	12/11/2020	159835	Civil Corp, LLC	General Dock North-Maintenance	656.00		3,221.00
	Total 6754041		General Engineering Services		3,221.00	0.00	3,221.00
Bill	12/11/2020	159838	Civil Corp, LLC	New Rail Spur - NOV Services	13,229.00		13,229.00
	Total 6754043		Railroad Spur Extension		13,229.00	0.00	13,229.00
Check	12/09/2020	Bank ...	US Army COE	Comprehensive Plan /Matching Funds	50,000.00		50,000.00
	Total 6754048		Master Plan - USACOE		50,000.00	0.00	50,000.00
Bill	12/11/2020	159837	Civil Corp, LLC	TOPO on FM 1432 & Port Road Oct 2020	13,993.00		13,993.00
	Total 6754049		Rider 38-Port Roads		13,993.00	0.00	13,993.00
	Total 6754007		Engineering Services		80,443.00	0.00	80,443.00
Bill	12/31/2020	7076	The Law Office of Duane G. C...	Charges for December , 2020	5,876.95		5,876.95
	Total 6754021		Legal Services-Regular		5,876.95	0.00	5,876.95

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Port of Victoria
Profit & Loss Detail
December 2020

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
			6754022 · Legal Services-Special Projects				
Bill	12/15/2020	202017	TCB Land Services	Identifying Canal Easements /Services 12/1 thr...	3,000.00		3,000.00
Bill	12/15/2020	202014	TCB Land Services	Identifying Canal Easements /Services 10/16 th...	5,500.00		8,500.00
Bill	12/15/2020	202014	TCB Land Services	Online records: Abstract records search & copies	198.28		8,698.28
			Total 6754022 · Legal Services-Special Projects		8,698.28	0.00	8,698.28
			Total 6754008 · Legal Services		14,575.23	0.00	14,575.23
			Total 6754000 · Other Services & Charges		130,986.03	0.00	130,986.03
			6755000 · Property & Building Expenses				
			6755552 · Smith Property Pmt				
Bill	12/04/2020	121520...	Prosperity Bank	Smith Property Payment/December 2020	9,223.11		9,223.11
			Total 6755552 · Smith Property Pmt		9,223.11	0.00	9,223.11
			Total 6755000 · Property & Building Expenses		9,223.11	0.00	9,223.11
			Total 6750000 · Expenditures		258,838.79	64.00	258,774.79
			Total Expense		258,838.79	64.00	258,774.79
			Net Ordinary Income		258,838.79	213,856.28	-44,982.51
			Net Income		258,838.79	213,856.28	-44,982.51

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Cash Basis

Port of Victoria
Income by Customer Summary
December 2020

	<u>Dec 20</u>
Cape & Son	3,000.00
Coast Guard/GSA	3,688.81
ConAgra/Gavilon	3,489.03
CRU Victoria Investments, LLC	7,793.10
EnLink Midstream -Liquids Marketing	10,937.89
EnLink Midstream Partners, LP-Operati...	1,733.36
EnLink Midstream Partners, LP (Lease)	11,945.89
Equalizer Inc	6,413.68
Equalizer Inc. (Wharfage)	10,971.33
Fordyce, Ltd	11,738.54
Green Lake Investments, LLC	6,230.98
Gulf Mark Energy, Inc.	4,452.97
Jimmy Sanders	1,385.60
Jonathan Hein	500.00
MTI Logistics LLC	3,500.00
Texas Flow Tankage, LLC.	62,063.04
Tom's Marine & Salvage LLC	1,000.00
United Agricultural Cooperative, Inc	17,547.27
Victoria Bloomington LLC	27,104.00
Victoria Fleet, L.L.C.	487.50
TOTAL	<u>195,982.99</u>

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Port of Victoria
Ranking by Customer Summary
December 2020

	<u>Dec 20</u>	
Texas Flow Tankage, LLC.	62,063.04	Crude Oil, Lease, Dockage
Victoria Bloomington LLC	27,104.00	Lease
EnLink Midstream Partners, LP-Operations	24,617.14	Crude Oil, Lease, Dockage
United Agricultural Cooperative, Inc	17,547.27	AG Products, Lease
Equalizer Inc	17,385.01	Frac Sand, Lease, Dockage
Fordyce, Ltd	11,738.54	Sand & Gravel
CRU Victoria Investments, LLC	7,793.10	Frac Sand, Lease, Water
Green Lake Investments, LLC	6,230.98	Crude Oil, Rail Storage
Gulf Mark Energy, Inc.	4,452.97	Crude Oil, Lease
Coast Guard/GSA	3,688.81	Admin Bldg Lease
MTI Logistics LLC	3,500.00	Pipe Cars
ConAgra/Gavilon	3,489.03	Fertilizer, Lease, Dockage
Cape & Son	3,000.00	Lease
Jimmy Sanders	1,385.60	Fertilizer, Lease
Tom's Marine & Salvage LLC	1,000.00	Stevedore License
Jonathan Hein	500.00	Residential Lease
Victoria Fleet, L.L.C.	487.50	Fleeting
TOTAL	<u>195,982.99</u>	

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Cash Basis

Port of Victoria
Income by Customer Summary
January through December 2020

	<u>Jan - Dec 20</u>
Briggs Ranches	2,428.02
Calumet Specialty Products Partners,LP	790.00
Canal Barge Company, Inc.	2,382.00
Cape & Son	5,900.00
Coast Guard/GSA	42,279.75
ConAgra/Gavilon	57,597.35
CRU Victoria Investments, LLC	148,117.82
Delvin Hroch	16,538.75
EnLink Midstream -Liquids Marketing	202,596.55
EnLink Midstream Partners, LP-Operations	30,613.58
EnLink Midstream Partners, LP (Lease)	143,350.68
Equalizer Inc	89,005.43
Equalizer Inc. (Wharfage)	276,737.83
Fordyce, Ltd	161,485.97
Green Lake Investments, LLC	114,455.31
Gulf Mark Energy, Inc.	386,287.69
H-2 Enterprises, LLC	10,000.00
Hailey's Harbor, LLC.	2,580.00
Hansa Meyer Heavy Haul & Rigging USA,...	4,246.62
Invista	174,421.73
Jimmy Sanders	18,030.90
Jody Studer	2,530.00
Jonathan Hein	6,000.00
Mammoet USA South Inc.	6,294.94
MTI Logistics LLC	81,093.50
Robert Ramirez	4,476.00
Texas Flow Tankage, LLC.	217,318.17
Tom's Marine & Salvage LLC	1,000.00
United Agricultural Cooperative, Inc	117,263.83
Victoria Bloomington LLC	325,248.00
Victoria Fleet, L.L.C.	110,862.25
TOTAL	<u>2,761,932.67</u>

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Port of Victoria
Ranking by Customer Summary
January through December 2020

	<u>Jan-Dec20</u>	
Gulf Mark Energy, Inc.	386,287.69	Crude Oil, Lease
EnLink Midstream Partners, LP-Operations	376,560.81	Crude Oil, Lease, Dockage
Equalizer Inc	365,743.26	Frac Sand, Lease, Dockage
Victoria Bloomington LLC	325,248.00	Lease
Texas Flow Tankage, LLC.	217,318.17	Crude Oil, Lease, Dockage
Invista	174,421.73	Chemical
Fordyce, Ltd	161,485.97	Sand & Gravel
CRU Victoria Investments, LLC	148,117.82	Frac Sand, Lease, Water
United Agricultural Cooperative, Inc	117,263.83	AG Products, Lease
Green Lake Investments, LLC	114,455.31	Crude Oil, Rail Storage
Victoria Fleet, L.L.C.	110,862.25	Fleeting
MTI Logistics LLC	81,093.50	Pipe Cars
ConAgra/Gavilon	57,597.35	Fertilizer, Lease, Dockage
Coast Guard/GSA	42,279.75	Admin Bldg Lease
Jimmy Sanders	18,030.90	Fertilizer, Lease
Delvin Hroch	16,538.75	AG Lease
H-2 Enterprises, LLC	10,000.00	Pipe Cars
Mammoet USA South Inc.	6,294.94	Heavy Lift, Dock Usage
Jonathan Hein	6,000.00	Residential Lease
Cape & Son	5,900.00	Lease
Robert Ramirez	4,476.00	Easement Exp Reimbursement
Hansa Meyer Heavy Haul & Rigging USA,LLC	4,246.62	Stevedore License, Heavy Lifting, Dock Usag
Hailey's Harbor, LLC.	2,580.00	Dockage Fee
Jody Studer	2,530.00	AG Grazing Lease
Briggs Ranches	2,428.02	AG Grazing Lease
Canal Barge Company, Inc.	2,382.00	Dock
Tom's Marine & Salvage LLC	1,000.00	Stevedore License
Calumet Specialty Products Partners,LP	790.00	Rail Car Storage
TOTAL	<u><u>2,761,932.67</u></u>	

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Port of Victoria
Expenses by Vendor Summary
December 2020

	Dec 20
Aqua Beverage Company	103.48
AT&T (Office Internet)	851.24
AT&T (Office Phones)	319.28
AT&T Mobility	389.91
Better Gardens Irrigation & Services	60.00
BINARY HONCHO, LLC	172.50
Blue Cross & Blue Shield Of Texas	1,890.68
Bumgardner, Morrison & Company, LLP	156.00
Carey Environmental Services	2,415.00
Christopher G. Insley	2,881.50
Civil Corp, LLC	30,443.00
Corpus, Regina R	5,268.32
County Treasurer's Office	220.24
DirecTv	40.99
DSHS Central Lab MC2004	27.99
Fagan Answering Service, Inc.	65.00
Garage Transformers	12,517.50
Goyen Electric, Inc.	1,070.00
Guardian	953.79
Gulf Intracoastal Canal Association	1,000.00
Home Depot	28.70
Insley, Randolph S.	10,387.50
KONECRANES INC.	2,797.00
Michael Ortiz	5,847.92
Modjeski And Masters. Inc.	335.41
National Waterways Conference	1,525.00
Office Depot	278.87
Prosperity Bank	9,223.11
Prosperity Bank Trust Department	2,420.59
PROSPERITY BANK VISA CARD	3,256.28
Schuenemann, Jeanne C.	8,923.04
Ship Tracks, LLC	2,000.00
Spic & Span	1,050.00
Stibich, Sean	26,525.73
TCB Land Services	13,100.72
Texas Commission On Environmental Quality	125.00
TGB Group, LLC	10,610.00
The Emmett Company	6,000.00
The Law Office of Duane G. Crocker,PC	19,018.50
TISD.Net Internet Services	123.49
Toshiba Business Solutions, USA	27.78
Travis M. Rodgers	16,000.00
TXU ENERGY RETAIL COMPANY. LLC	3,892.65
united States Treasury	2,918.94
US Army COE	50,000.00
Waste Management	193.49
Waterways Journal	234.00
Younger & Associates	3,000.00
TOTAL	<u>260,690.14</u>

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Port of Victoria
Expenses by Vendor Summary
January through December 2020

	Jan - Dec 20
A-1 Shiner Fire & Safety, Inc.	2,532.50
AAA Air Conditioning, Inc.	816.31
ADT	535.06
Agility Recovery Solutions, Inc.	3,240.26
AP CUSTOMER	-42,235.32
Appliance Pro LLC	741.99
Aqua Beverage Company	671.61
Arnold's Plumbing & Reroute Service	5,426.55
AT&T (Office Internet)	11,438.23
AT&T (Office Phones)	1,044.09
AT&T Mobility	4,674.52
BBVA Compass Bank	827,084.50
Better Gardens Irrigation & Services	720.00
BINARY HONCHO, LLC	6,484.86
Blue Cross & Blue Shield Of Texas	22,404.56
BLX Group,LLC	2,000.00
Bosart Lock & Key, Inc.	224.95
Brannan Paving Company, LTD	28,329.00
Brian H. Ferguson	1.37
Brixmor IA Centre at Navarro LLC	167.68
Brusniak Law	400.43
Bugmobile	540.00
Bumgardner, Morrison & Company, LLP	2,260.00
Cano Electric	3,322.49
Capital Title	202,471.96
Carey Environmental Services	27,215.20
Christopher G. Insley	27,895.00
Cintas	260.38
Civil Corp, LLC	325,101.50
Commodity Switching Company,Inc.	5,110.43
Corpus, Regina R	44,566.78
County Treasurer's Office	2,500.66
CSI Compressco Sub,Inc.	1,224.66
CSRS, Inc.	3,500.00
D&B Construction	1,820.00
Diamond K Services, LLC	63,435.82
DirecTv	559.88
DSHS Central Lab MC2004	1,494.48
Empire Field Services, LLC	6,913.50
Fagan Answering Service, Inc.	845.00
Garage Transformers	12,517.50
Goyen Electric, Inc.	49,761.45
Goyen Services	41,580.00
Guardian	9,760.44
Gulf Coast Paper Co., Inc.	249.77
Gulf Intracoastal Canal Association	1,000.00
Gulf Ports Association	400.00
Harrison Waldrop & Uherek, LLP	11,200.00
Hofer, Russell	9,955.00
Holt Cat	9,192.82
Home Depot	1,607.23
Inland Rivers, Ports & Terminals, Inc.	825.00
Insley, Randolph S.	80,650.00
Integrated Environmental Solutions, LLC.	11,849.95
James Teleco	385.00
Keller North America, Inc	13,188.00
KONECRANES INC.	16,865.62
Lee Backhoe Service, Inc.	2,021.00
Lone Star Septic Service	700.00
Lynch Water Well Drilling Service,Inc.	13,900.00
Martin Printing Company	467.00
Michael Ortiz	50,672.46
Modjeski And Masters. Inc.	14,334.76
National Waterways Conference	1,525.00
New Distributing Co., Inc.	4,917.47
Office Depot	999.55

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Port of Victoria
Expenses by Vendor Summary
January through December 2020

	Jan - Dec 20
Oil Patch Petroleum, Inc	1,884.85
Platinum Home Investments LLC	24.44
Promotion and Development Fund	164,725.36
Prosperity Bank	110,677.32
Prosperity Bank Trust Department	29,634.50
PROSPERITY BANK VISA CARD	22,097.65
Randy S. Insley	300.55
Raymond Butler	1,110.00
Regions Equipment Finance Corp	1,032,884.60
Rexco, Inc.	28,194.98
Robert P. & Wanda L. Barnwell	435.97
Schuenemann, Jeanne C.	60,108.76
Securitas Security Services USA, Inc.	3,970.00
Security Quality Solutions & Integ, Inc.	23,445.95
Ship Tracks, LLC	44,000.00
Simplot Grower Solution	2,636.75
Sirius Solutions	4,425.00
Spic & Span	12,886.38
Stanley Steemer Carpet Cleaner	525.00
Stibich, Sean	194,048.06
TCB Land Services	73,684.26
Texas Ass'n of Counties Risk Mgmt Pool	2,973.00
Texas Association of Counties	224.39
Texas Commission On Environmental Qu...	500.72
Texas Water Conservation	15,993.00
TGB Group, LLC	10,610.00
The Emmett Company	72,207.83
The Law Office of Duane G. Crocker,PC	158,306.75
TISD.Net Internet Services	1,514.38
Toshiba Business Solutions, USA	382.99
Tracker Boat Center	-153.42
Travis M. Rodgers	19,225.00
TXU ENERGY RETAIL COMPANY. LLC	47,508.34
Union Pacific Railroad Company	18,810.25
united States Treasury	31,353.71
US Army COE	50,000.00
Victoria Advocate	1,869.58
Victoria Central Appraisal District	32,590.51
Victoria Chamber of Commerce	290.00
Victoria County Tax Assessor Collector	46,169.25
Victoria Electric Cooperative, Inc.	451.95
Waste Management	5,404.48
Waterways Journal	234.00
Wholesale Tire	382.40
Winstead PC/Attorneys	500.00
WolfePak Software, LLC	9,150.00
Wylie Sprayers	6,388.40
Younger & Associates	12,000.00
TOTAL	<u>4,314,853.80</u>

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2015 Bond Construction Fund
Balance Sheet
As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1011000 · Prosperity-2015 Construction	665,019.63
Total Checking/Savings	665,019.63
Total Current Assets	665,019.63
Fixed Assets	
1715621 · McCoy Rd Extension	6,299,207.72
Total Fixed Assets	6,299,207.72
TOTAL ASSETS	6,964,227.35
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,046.77
Total Accounts Payable	2,046.77
Total Current Liabilities	2,046.77
Total Liabilities	2,046.77
Equity	
31000* · Investment in Capital Assets	6,299,207.72
32000 · Retained Earnings	716,788.70
Net Income	-53,815.84
Total Equity	6,962,180.58
TOTAL LIABILITIES & EQUITY	6,964,227.35

2015 Bond Construction Fund
Profit & Loss Budget Performance
December 2020

	Dec 20	Budget	Jan - De...	YTD Bud...	Annual B...
Income					
3611000 · Interest Earnings	61.95	1,666.63	3,602.93	20,000.00	20,000.00
3611001 · Miscellaneous Reimbursements	0.00		195,498.00		
Total Income	61.95	1,666.63	199,100.93	20,000.00	20,000.00
Expense					
6500050 · Road Improvements					
6500051 · McCoy Road Extension	0.00		3,650.00		
6500053 · Rider 45 (25%)	2,046.77	0.00	2,046.77	431,326.94	431,326.94
Total 6500050 · Road Improvements	2,046.77	0.00	5,696.77	431,326.94	431,326.94
6750000 · Expenditures					
6752999 · Operating Expense					
6753037 · Canal Maintenance Dredging	0.00	0.00	247,220.00	235,220.00	235,220.00
Total 6752999 · Operating Expense	0.00	0.00	247,220.00	235,220.00	235,220.00
6754000 · Other Services & Charges					
6754007 · Engineering Services					
6754046 · Industrial Park Improveme...	0.00	4,583.26	0.00	55,000.00	55,000.00
Total 6754007 · Engineering Services	0.00	4,583.26	0.00	55,000.00	55,000.00
Total 6754000 · Other Services & Charges	0.00	4,583.26	0.00	55,000.00	55,000.00
Total 6750000 · Expenditures	0.00	4,583.26	247,220.00	290,220.00	290,220.00
Total Expense	2,046.77	4,583.26	252,916.77	721,546.94	721,546.94
Net Income	-1,984.82	-2,916.63	-53,815.84	-701,546.94	-701,546.94

2015 Bond Construction Fund
 Profit & Loss Detail
 December 2020

2:00 PM
 01/11/21
 Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Income							
3611000 · Interest Earnings						61.95	61.95
De... · 12/31/2020				Interest		61.95	61.95
Total 3611000 · Interest Earnings					0.00	61.95	61.95
Total Income					0.00	61.95	61.95
Expense							
6500050 · Road Improvements							
6500053 · Rider 45 (25%)							
Bill 12/10/2020 90102992			Union Pacific Railroad	Plan Review for Surface Projectto replace 24ft Cro...	2,046.77		2,046.77
Total 6500053 · Rider 45 (25%)					2,046.77	0.00	2,046.77
Total 6500050 · Road Improvements					2,046.77	0.00	2,046.77
Total Expense					2,046.77	0.00	2,046.77
Net Income					2,046.77	61.95	-1,984.82

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2:06 PM

Port of Victoria Promotion and Development Fund

Balance Sheet

01/11/21

As of December 31, 2020

Accrual Basis

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Prosperity Bank	330,974.93
Total Checking/Savings	<u>330,974.93</u>
Total Current Assets	<u>330,974.93</u>
TOTAL ASSETS	<u>330,974.93</u>
LIABILITIES & EQUITY	
Equity	
32000 · Unrestricted Net Assets	266,568.21
Net Income	64,406.72
Total Equity	<u>330,974.93</u>
TOTAL LIABILITIES & EQUITY	<u>330,974.93</u>

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Port of Victoria Promotion and Development Fund

Profit & Loss Budget Performance

December 2020

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Budg...
Ordinary Income/Expense					
Income					
3611000 · Fund Account POV Operations	0.00	12,500.00	164,725.36	150,000.00	150,000.00
3612000 · Interest Income	32.67	333.30	1,626.98	4,000.00	4,000.00
Total Income	32.67	12,833.30	166,352.34	154,000.00	154,000.00
Expense					
6753014 · Promotion & Development Expe...	26,852.15	5,800.00	101,945.62	150,000.00	150,000.00
Total Expense	26,852.15	5,800.00	101,945.62	150,000.00	150,000.00
Net Ordinary Income	-26,819.48	7,033.30	64,406.72	4,000.00	4,000.00
Net Income	-26,819.48	7,033.30	64,406.72	4,000.00	4,000.00

Port of Victoria Promotion and Development Fund

Profit & Loss

December 2020

	<u>Dec 20</u>
Ordinary Income/Expense	
Income	
3612000 · Interest Income	<u>32.67</u>
Total Income	32.67
Expense	
6753014 · Promotion & Development Expe...	<u>26,852.15</u>
Total Expense	26,852.15
Net Ordinary Income	<u>-26,819.48</u>
Net Income	<u><u>-26,819.48</u></u>

**Port of Victoria Promotion and Development Fund
Profit & Loss Detail
December 2020**

2:10 PM
01/11/21
Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
3612000 · Interest Income						32.67	32.67
Deposit	12/31/20;			Interest			
Total	3612000 · Interest Income				0.00	32.67	32.67
Total Income					0.00	32.67	32.67
Expense							
6753014 · Promotion & Development Expense							
Bill	12/01/20;	2409	TGB Group, LLC	Master Plan for POV	6,500.00		6,500.00
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	Lunch - Martin C	90.02		6,590.02
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	Lunch POV - VSTDC - ...	85.81		6,675.83
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	Commission Mtg - Food	180.56		6,856.39
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	CSC/POV	46.59		6,902.98
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	Photos for waiting area.	483.98		7,386.96
Bill	12/01/20;	VCC12...	Prosperity Bank Visa CC	Sympathy Flowers for ...	90.19		7,477.15
Bill	12/08/20;	120820...	Marines Toys for Tots F...	Toys for Tots Fund/Ch...	500.00		7,977.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	Management system a...	8,750.00		16,727.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	Annual hosting, maint...	2,075.00		18,802.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	Microsite setup	1,250.00		20,052.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	Microsite annual hosti...	1,200.00		21,252.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	All-access pass to a te...	2,600.00		23,852.15
Bill	12/15/20;	INV-20...	Golden Shovel Agency	Gatekeeper service	3,000.00		26,852.15
Total	6753014 · Promotion & Development Expense				26,852.15	0.00	26,852.15
Total Expense					26,852.15	0.00	26,852.15
Net Ordinary Income					26,852.15	32.67	-26,819.48
Net Income					26,852.15	32.67	-26,819.48

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01/11/21

Accrual Basis

Port Facilities Corp.
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Prosperity Bank	116.53
Total Checking/Savings	<u>116.53</u>
Total Current Assets	<u>116.53</u>
TOTAL ASSETS	<u><u>116.53</u></u>
LIABILITIES & EQUITY	
Equity	
2711000 · Unreserved Fund Balance	110.15
32000 · Retained Earnings	5.71
Net Income	<u>0.67</u>
Total Equity	<u>116.53</u>
TOTAL LIABILITIES & EQUITY	<u><u>116.53</u></u>

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01/11/21

Accrual Basis

Port Facilities Corp.

Profit & Loss

December 2020

	<u>Dec 20</u>
Income	
3611000 · Interest Earnings	<u>0.01</u>
Total Income	0.01
Expense	<u>0.00</u>
Net Income	<u><u>0.01</u></u>

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Port of Victoria Profit & Loss Budget Amendments 2020

	Jan - Dec 20	2020 Annual Budget	Adjustments	Amended 2020 Budget
Ordinary Income/Expense				
Income				
3100000 · Revenues				
3110000 · General Property Taxes				
3111000 · Current Taxes	2,330,944.89	2,297,230.14	33,714.75	2,330,944.89
3112000 · Next Year Tax Collections	829.61		859.61	859.61
3113000 · Delinquent Ad Val Taxes	23,252.89	25,000.00	(1,747.00)	23,253.00
Total 3110000 · General Property Taxes	2,355,027.39	2,322,230.14	32,827.36	2,355,057.50
3190000 · Penalty & Interest on Tax				
3191000 · Penalty/Interest Current Taxes	11,015.45	12,000.00	(984.00)	11,016.00
3193000 · Penalty/Interest Delinquent Tax	9,880.05	8,000.00	1,880.00	9,880.00
Total 3190000 · Penalty & Interest on Tax	20,895.50	20,000.00	896.00	20,896.00
3430000 · Other Revenues				
3431005 · Reimbursable Water Well Expense	13,767.39	15,000.00	(1,230.00)	13,770.00
Total 3430000 · Other Revenues	13,767.39	15,000.00	(1,230.00)	13,770.00
3610000 · Miscellaneous Revenues				
3611000 · Interest Earnings	49,805.75	120,000.00	(70,194.00)	49,806.00
3611001 · Miscellaneous Reimbursements	25,193.47		25,193.47	25,193.47
3611002 · Admin Chgs 3rd Party Contract				
3611004 · Rail - 5%	13,786.50	20,000.00	(6,200.00)	13,800.00
3611006 · Liquid Cargo Dock - 10%	6,554.65	6,000.00	600.00	6,600.00
3611007 · Rail Utilization Income	58,475.00	40,000.00	18,500.00	58,500.00
Total 3611002 · Admin Chgs 3rd Party Contract	78,816.15	66,000.00	12,900.00	78,900.00
3611020 · Port Security Services	31,828.75	40,000.00	(8,170.00)	31,830.00
Total 3610000 · Miscellaneous Revenues	185,644.12	226,000.00	(40,270.53)	185,729.47
3620000 · Rents and Tariffs				
3621000 · Leases	850,013.28	820,000.00	30,000.00	850,000.00
3622000 · Wharfage Charges	1,185,455.31	1,500,000.00	(314,544.00)	1,185,456.00
3623000 · Project Cargo	4,589.00	2,000.00	2,590.00	4,590.00
3624000 · Rail Usage Fees	150,765.25	200,000.00	(49,230.00)	150,770.00
3624030 · Rail Car Storage Fee	222,250.00	15,000.00	207,250.00	222,250.00
3625000 · Fleeting	96,404.50	100,000.00	(3,595.00)	96,405.00

Port of Victoria Profit & Loss Budget Amendments 2020

	Jan - Dec 20	2020 Annual Budget	Adjustments	Amended 2020 Budget
3626000 · Dockage	55,040.00	75,000.00	(20,000.00)	55,000.00
Total 362000 · Rents and Tariffs	2,564,517.34	2,712,000.00	(147,529.00)	2,564,471.00
Total 3100000 · Revenues	5,139,851.74	5,295,230.14	(155,306.17)	5,139,923.97
Total Income	5,139,851.74	5,295,230.14	(154,410.17)	5,139,923.97
Gross Profit	5,139,851.74	5,295,230.14	(154,410.17)	5,139,923.97
Expense				
6750000 · Expenditures				
6751000 · Salary Expense				
6751101 · Salaries	457,257.35	480,000.00	(22,740.00)	457,260.00
Total 6751000 · Salary Expense	457,257.35	480,000.00	(22,740.00)	457,260.00
6752000 · Fringe Benefits				
6752001 · Social Security	31,353.71	38,400.00	(7,046.00)	31,354.00
6752002 · Health Insurance	24,847.76	33,000.00	(8,150.00)	24,850.00
6752004 · IRA Expense	29,634.50	31,500.00	(1,865.00)	29,635.00
6752005 · Worker's Compensation Expense	2,973.00	4,000.00	(1,025.00)	2,975.00
6752006 · Unemployment Expense	163.91	500.00	(200.00)	300.00
6752007 · Life Insurance	7,317.24	25,000.00	(17,650.00)	7,350.00
Total 6752000 · Fringe Benefits	96,290.12	132,400.00	(35,936.00)	96,464.00
6752999 · Operating Expense				
6753000 · Utilities - Security	32,037.47	38,000.00	(5,900.00)	32,100.00
6753001 · Utilities - Elect Lift Bridge	2,141.17	4,000.00	(1,800.00)	2,200.00
6753003 · Utilities - Elect Water Well	172.29	600.00	(425.00)	175.00
6753004 · Insurance & Bond Premiums	15,635.00	25,000.00	(9,300.00)	15,700.00
6753005 · Conventions & Seminars	0.00	20,000.00	(20,000.00)	-
6753008 · Dues & Subscriptions	10,382.00	7,000.00	3,400.00	10,400.00
6753009 · Travel Expense	-311.90	20,000.00	(20,000.00)	-
6753011 · Office Expense	28,140.32	40,000.00	(11,800.00)	28,200.00
6753012 · Copier Lease/DocVue Fees	13,575.00	7,000.00	6,575.00	13,575.00
6753015 · Port Security	26,257.53	80,000.00	(53,740.00)	26,260.00
6753017 · Shed 1 Maintenance	4,243.22	5,000.00	(750.00)	4,250.00
6753020 · Disaster Preparedness	5,839.64	10,000.00	(4,160.00)	5,840.00
6753021 · Storm Recovery	4,567.00	250,000.00	(245,430.00)	4,570.00

Port of Victoria Profit & Loss Budget Amendments 2020

	Jan - Dec 20	2020 Annual Budget	Adjustments	Amended 2020 Budget
6753034 · Potable Well Expense	49,298.08	50,000.00	(700.00)	49,300.00
6753035 · Property Maintenance	52,713.67	60,000.00	(7,200.00)	52,800.00
6753036 · Dupont Bridge Repairs	0.00	500.00	(500.00)	-
6753040 · Building Maintenance	23,657.95	30,000.00	(6,300.00)	23,700.00
6753041 · Building Utilities	6,163.90	10,000.00	(3,800.00)	6,200.00
6753042 · Utilities - Liquid Cargo Dock	3,050.06	5,000.00	(1,900.00)	3,100.00
6753043 · Utilities-Dock Crane	330.56	2,000.00	(1,660.00)	340.00
6753051 · Lift Bridge Other Maintenance	107,188.90	275,000.00	(167,800.00)	107,200.00
6753052 · LiftBridge Operations	45,514.38	50,000.00	(4,475.00)	45,525.00
6753056 · Railroad Spur Line Maintenance	70,945.82	50,000.00	21,000.00	71,000.00
6753060 · General Cargo Dock Maintenance	17,088.60	2,500.00	14,600.00	17,100.00
6753065 · Liquid Cargo Dock Maintenance	50,518.83	30,000.00	20,550.00	50,550.00
6753066 · Vehicle Fuel & Maintenance	3,158.86	5,000.00	(1,800.00)	3,200.00
6753067 · Telephone	5,022.14	10,000.00	(4,950.00)	5,050.00
6753069 · Tractor Fuel & Maintenance	6,692.97	20,000.00	(13,300.00)	6,700.00
Total 6752999 · Operating Expense	584,023.46	1,106,600.00	(521,565.00)	585,035.00
6754000 · Other Services & Charges				
6754001 · Computer Software	1,832.32	1,500.00	350.00	1,850.00
6754003 · Professional Services	115,347.83	125,000.00	(9,600.00)	115,400.00
6754004 · Auditing	10,950.00	12,000.00	(1,050.00)	10,950.00
6754005 · Accounting	6,880.09	6,500.00	400.00	6,900.00
6754006 · Bank Charges	0.00	1,000.00	(1,000.00)	-
6754007 · Engineering Services				
6754041 · General Engineering Services	76,697.98	150,000.00	(73,300.00)	76,700.00
6754043 · Railroad Spur Extension	207,140.75		207,150.00	207,150.00
6754048 · Master Plan - USACOE	50,000.00	100,000.00	(50,000.00)	50,000.00
6754049 · Rider 38-Port Roads	28,784.00		28,800.00	28,800.00
Total 6754007 · Engineering Services	362,622.73	250,000.00	112,650.00	362,650.00
6754008 · Legal Services				
6754021 · Legal Services-Regular	153,742.15	170,000.00	(16,258.00)	153,742.00
6754022 · Legal Services-Special Projects	76,482.81	250,000.00	(173,500.00)	76,500.00
Total 6754008 · Legal Services	230,224.96	420,000.00	(189,758.00)	230,242.00

Port of Victoria Profit & Loss Budget Amendments 2020

	Jan - Dec 20	2020 Annual Budget	Adjustments	Amended 2020 Budget
6754009 · Appraisal District Fees	20,470.17	42,000.00	(21,500.00)	20,500.00
6754010 · Tax Assessor Fees	46,169.25	45,000.00	1,170.00	46,170.00
6754013 · Public Notices	1,517.90	3,000.00	(1,480.00)	1,520.00
6754030 · Promotion & Development	164,725.36	150,000.00	14,726.00	164,726.00
6754035 · Emergency Fund	0.00	500,000.00	(500,000.00)	-
Total 6754000 · Other Services & Charges	960,740.61	1,556,000.00	(595,092.00)	960,908.00
6755000 · Property & Building Expenses				
6755001 · Equipment	16,681.52	25,000.00	(8,310.00)	16,690.00
6755002 · Water Well System	200.00		200.00	200.00
6755450 · P O V Shed #1	0.00	1,000.00	(1,000.00)	-
6755510 · Port Expansion	202,471.96		202,475.00	202,475.00
6755546 · 2012 Series A Bonds	605,894.54	605,895.00		605,895.00
6755547 · 2012 Series B Bonds	426,990.06	426,990.00		426,990.00
6755548 · 2015 Series Bonds (New)	827,084.50	827,000.00	100.00	827,100.00
6755552 · Smith Property Pmt	110,677.32	120,000.00	(9,322.00)	110,678.00
6755553 · North Dock Damages (Damages to be reimbursed via Third Party)	2,175.00		2,175.00	2,175.00
6755557 · C O E Project	14,623.00		14,625.00	14,625.00
Total 6755000 · Property & Building Expenses	2,206,797.90	2,005,885.00	200,943.00	2,206,828.00
Total 6750000 · Expenditures	4,305,109.44	5,280,885.00	(974,390.00)	4,306,495.00
Total Expense	4,305,109.44	5,280,885.00	(974,390.00)	4,306,495.00
Net Ordinary Income	834,742.30	14,345.14	819,979.83	833,428.97
Net Income	834,742.30	14,345.14	819,979.83	833,428.97

2015 Bond Construction Fund
Profit Loss Budget Amendments 2020

	Jan - Dec 20	2020 Annual Budget	Adjustments	2020 Amended Budget
Income				
3611000 · Interest Earnings	3,602.93	20,000.00	-16,397.00	3,603.00
3611001 · Miscellaneous Reimbursements	195,498.00		195,498.00	195,498.00
Total Income	199,100.93	20,000.00	179,101.00	199,101.00
Expense				
6500050 · Road Improvements				
6500051 · McCoy Road Extension	3,650.00		3,650.00	3,650.00
6500053 · Rider 45 (25%)	2,046.77	431,326.94	-429,280.17	2,046.77
Total 6500050 · Road Improvements	5,696.77	431,326.94	-425,630.17	5,696.77
6750000 · Expenditures				
6752999 · Operating Expense				
6753037 · Canal Maintenance Dredging	247,220.00	235,220.00	12,000.00	247,220.00
Total 6752999 · Operating Expense	247,220.00	235,220.00	12,000.00	247,220.00
6754000 · Other Services & Charges				
6754007 · Engineering Services				
6754046 · Industrial Park Improvements	0.00	55,000.00	-55,000.00	0.00
Total 6754007 · Engineering Services	0.00	55,000.00	-55,000.00	0.00
Total 6754000 · Other Services & Charges	0.00	55,000.00	-55,000.00	0.00
Total 6750000 · Expenditures	247,220.00	290,220.00	-43,000.00	247,220.00
Total Expense	252,916.77	721,546.94	-468,630.17	252,916.77
Net Income	-53,815.84	-701,546.94	647,731.17	-53,815.77

VCND Monthly Board Meeting
CivilCorp, LLC Facilities Update Report

January 19th, 2021

- McCoy/Bayer Road – TxDOT Rider 45 Grant Project
 - Rail agreement sent to UPRR- it is in review
 - Plan is to go ahead and prepare project for bidding in February
- USACE Easement Disposal project
 - The report is in Washington, DC for final review.
- USACE Project Study
 - Conference call with USACE last week to discuss. They will be on-site February 3rd to do a site visit and look at drainage features and levee.
- Rider 38 Funding
 1. Plans are being reviewed by TxDOT. We will prepare to bid after receiving approval, probably late February.

- FEMA- 90 day appeal period started
 - 30-day non-technical comment period ended.
 - 90-day appeal period started on January 13th
 - Resolve appeals 7 to 10 months (by fall 2021)
 - Letter of Final Determination 4th quarter 2021
 - Effective maps 180 days later in 2022

- Loop Rail- Submitted final plans to UPRR- Making plans to bid project in February
 - Meeting with EDA Tuesday at 3:30

- Maintenance on Liquid Dock 1-Complete

**Promotion and Development Fund
Profit Loss Budget Admendments 2020**

	Jan - Dec 20	2020 Annual Budget	Adjustments	2020 Amended Budget
Ordinary Income/Expense				
Income				
3611000 - Fund Account POV Operations	164,725.36	150,000.00	14,726.00	164,726.00
3612000 - Interest Income	1,626.98	4,000.00	-2,373.00	1,627.00
Total Income	166,352.34	154,000.00	12,353.00	166,353.00
Expense				
6753014 - Promotion & Development Expense	101,945.62	150,000.00	-48,054.00	101,946.00
Total Expense	101,945.62	150,000.00	-48,054.00	101,946.00
Net Ordinary Income	64,406.72	4,000.00	60,407.00	64,407.00
Net Income	64,406.72	4,000.00	60,407.00	64,407.00