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Rendi Osley
COUNTY CLERK
VICTORIA COUNTY, TEXAS

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN pursuant to Section 551.041 of the Texas Government Code, that the Navigation and Canal Commissioners of the VICTORIA COUNTY NAVIGATION DISTRICT (the "District") will meet on July 21, 2020, at 1:00 p.m. utilizing the GoToMeeting Video/Teleconference platform. The meeting will be accessible via computer, tablet, or smartphone at: <https://global.gotomeeting.com/join/982863877>. Dial-in access is also available, toll free, at 1-877-568-4106. Access Code: 982-863-877.

The subjects of such meeting shall be:*

1. Approval of minutes of the meetings held June 16, June 23, and July 01, 2020.
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; and, other related administrative and governmental matters.
 - i) To approve the appointment of Victoria County Tax Assessor-Collector Rena Scherer to perform the District's tax rate calculations for the current year.
 - ii) To receive, review, and consider approval/ratification of final revisions to the Amended and Consolidated Lease Agreement between the District and Gulfmark Energy, Inc., and take appropriate action.
 - iii) To receive recommendations from Staff regarding proposed revisions to the District's Tariff, including an update to the crude oil rates contained in Tariff Item 470, and inclusion of an Exhibit "C" to the updated Tariff setting out the District's water usage rates for Port of Victoria properties, and take appropriate action.
 - iv) To receive recommendations from Staff to extend through the end of the year the previously adopted 15 cent per ton reduction of the District's wharfage charge for frac sand moved through the Port of Victoria, and take appropriate action.
 - v) To receive, review, and consider approval of final revisions to a lease agreement between the District and Gavilon Fertilizer, LLC, 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



- vi) To receive, review, and consider approval of a Resolution approving the submittal of a grant application for EDA CARES Act Recovery Assistance, and confirming the non-EDA match requirements funding availability not to exceed \$4 million for the Port of Victoria Rail Expansion Project, and take appropriate action
 - vii) To receive, review, and consider approval of a Letter Agreement between the District and Union Pacific Railroad related to the planned Port of Victoria Rail Expansion Project, and take appropriate action.
 - viii) To receive, review, and consider approval of a proposed Advance Funding Agreement between the District and the Texas Department of Transportation in connection with the District's proposed Rider 38 Project, including appropriate Resolution(s) of the District related to same, and take appropriate action.
- B. Operations Manager - Activities and matters related to waterborne traffic activity; security matters; operations at the Port of Victoria; and, Port tenant updates.
- 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.
- 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.
- 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, including discussion regarding potential rescheduling/reformatting of the District's 2020 Strategic Planning Conference.



- 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 16th day of July, 2020 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 June 16, 2020, at 1:00 o’clock p.m. at the office of the District, 1934 FM 1432, Victoria, Texas, with the following Commission members present, to-wit: Robby Burdge, Byron Burris, Don Pozzi, and John Gilley participated in the meeting. Also participating in the meeting were Sean Stibich, Executive Director; Randy Insley, Operations Manager; Ben Galvan, District Engineer (video telephone); 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 May 19, 2020 as submitted.
2. There was no public comment presented to the Commission.
3. The Commission approved proposed revisions to the final Scope of Work for a drainage study at the Port of Victoria by the United States Army Corps of Engineers under the USACE’s Planning Assistance to States Program.
4. The Commission received a presentation from Certified Public Accountant Steve Van Mannen (Harrison, Waldrup & Uherek, LLP) regarding the District’s completed financial audit for FY 2019, and upon review of same approved the audit as presented.
5. The Commission approved the execution of a Non-Disclosure Agreement with the Victoria Economic Development Corporation related to VEDC Project “Plastic Energy”.
6. The Commission received and reviewed a proposed easement agreement from Phillips 66 Carrier, LLC for a temporary road access easement over the levee road adjacent to the Channel to Victoria. No action on this proposal was taken pending the receipt of additional information.
7. The Commission approved a proposed “Public Highway At-Grade Crossing Agreement” between the District, the Union Pacific Railroad, and the County of Victoria related to the procedures and costs associated with work to be performed on the Union Pacific Railroad’s crossing over McCoy Road as part of the District’s Rider 45 project.
8. The Commission approved a tri-party agreement with CivilCorp, the County of Victoria, and the District for the provision of engineering work and oversight of the

Rider 45 Project for the improvement and expansion of McCoy Road and Bayer Road.

9. The Commission received a report from the Executive Director, including: (i) an update on the ongoing VCND Real Estate & Easement Identification Project; (ii) an update on the status of the document archive project; (iii) a report on the current WRDA Bill which would potentially authorize a study to evaluate the feasibility of raising the levee adjacent to the Channel to Victoria; (iv) information related to updated anticipated costs for the proposed Rail Loop Project; and, (v) updates on discussions and negotiations with potential tenants and customers.
10. The Commission received a report from Operations Manager Randy Insley, which included: (i) a commodities report for the previous month; and, (ii) information regarding anticipated commodities volumes through the Port of Victoria in the coming months.
11. The Commission received, reviewed, and approved financial reports for the month of May 2020.
12. The Commission ratified and approved the payment of accounts payable through June 16, 2020 in the amount of \$1,751,681.85, with \$1,746,681.85 payable from the District's Operating Account, and \$5,000.00 payable from the Promotion & Development Fund.
13. The Commission received a report from District Engineer Ben Galvan which included updates and information regarding: (i) preliminary approval from Union Pacific Railroad for construction of the planned rail loop on the Port of Victoria's North Industrial Site; (ii) a June 03 meeting with representatives of the City of Victoria and Victoria County to discuss the District's intentions with respect to the current revised floodplain map proposed by FEMA; and, (iii) anticipated receipt of project documents from TXDOT for the Rider 38 Road Improvement Project.
14. The Commission received a report from VEDC representative Dale Fowler which included updates on: (i) recent discussions with potential tenants/customers of the Port of Victoria; (ii) development of an updated promotional video for use in marketing efforts; (iii) revisions underway to the VEDC website; and, (iv) preliminary information about VEDC's planned semi-annual meeting on July 29, and Economic Development Seminar on July 30.
15. The Commission received and discussed a report from Ed Emmett regarding: (i) potential logistics of conducting the District's 2020 Annual Planning Conference in Laredo, Texas on August 16-18, to include a tour and meeting with the Laredo World Trade Port of Entry; (ii) use of the "Texas Logistics Center" name pursuant to d/b/a filings with the Texas Secretary of State; and, (iii) potential grant funds available under the federally approved CARES Act.

16. The Commission took up Agenda item 3.A.(vi), regarding the Executive Director's annual review and compensation, and immediately went into Executive Session pursuant to Texas Government Code Section 551.074.
17. The Chairman reconvened the regular meeting and the Commission approved a \$10,000 net payment bonus for 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 June 23, 2020, at 3:00 o’clock p.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, Byron Burris, Elton Calhoun, Don Pozzi, and John Gilley participated in the meeting. Also participating in the meeting were Sean Stibich, Executive Director; and, Duane Crocker, District Legal Counsel.

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 the following proceedings were had:

The Commission received information from representatives of Condon Law, PLLC and Aspahlt Inc., LLC regarding the design, construction and operation of a proposed production and transportation facility at the Port of Victoria North Industrial Site. Questions about various aspects of the proposed project and facility were asked and answered, including those specifically relating to air quality monitoring, filtration systems, proposed capital investment, job creation, anticipated commodity volumes, transportation logistics, permitting activities, and potential later expansion of the facility.

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

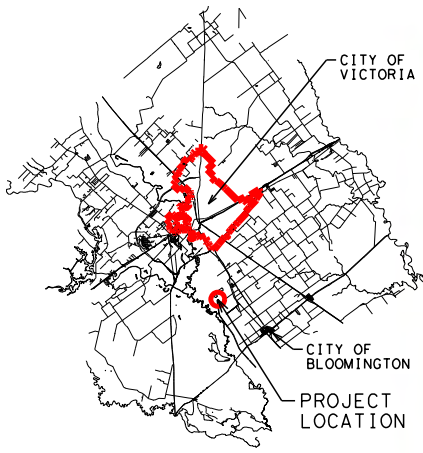
The Board of Navigation and Canal Commissioners of the Victoria County Navigation District (the “District”) convened on July 01, 2020, at 10:00 o’clock a.m., via video/teleconference in accordance with temporary open meetings rules promulgated by Governor Greg Abbott in response to the ongoing COVID-19 situation in Texas, with the following Commission members participating, to-wit: Robby Burdge, Byron Burris, Elton Calhoun, Don Pozzi, and John Gilley participated in the meeting. Also participating in the meeting were Sean Stibich, Executive Director; Ben Galvan, District Engineer; Randy Insley, Operations Manager; and, Duane Crocker, District Legal Counsel.

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:

The Commission approved the execution of an Option Agreement with Asphalt Inc., LLC granting said entity an option for the future entry into a Ground Lease covering specified real property at the Port of Victoria’s North Industrial Site.

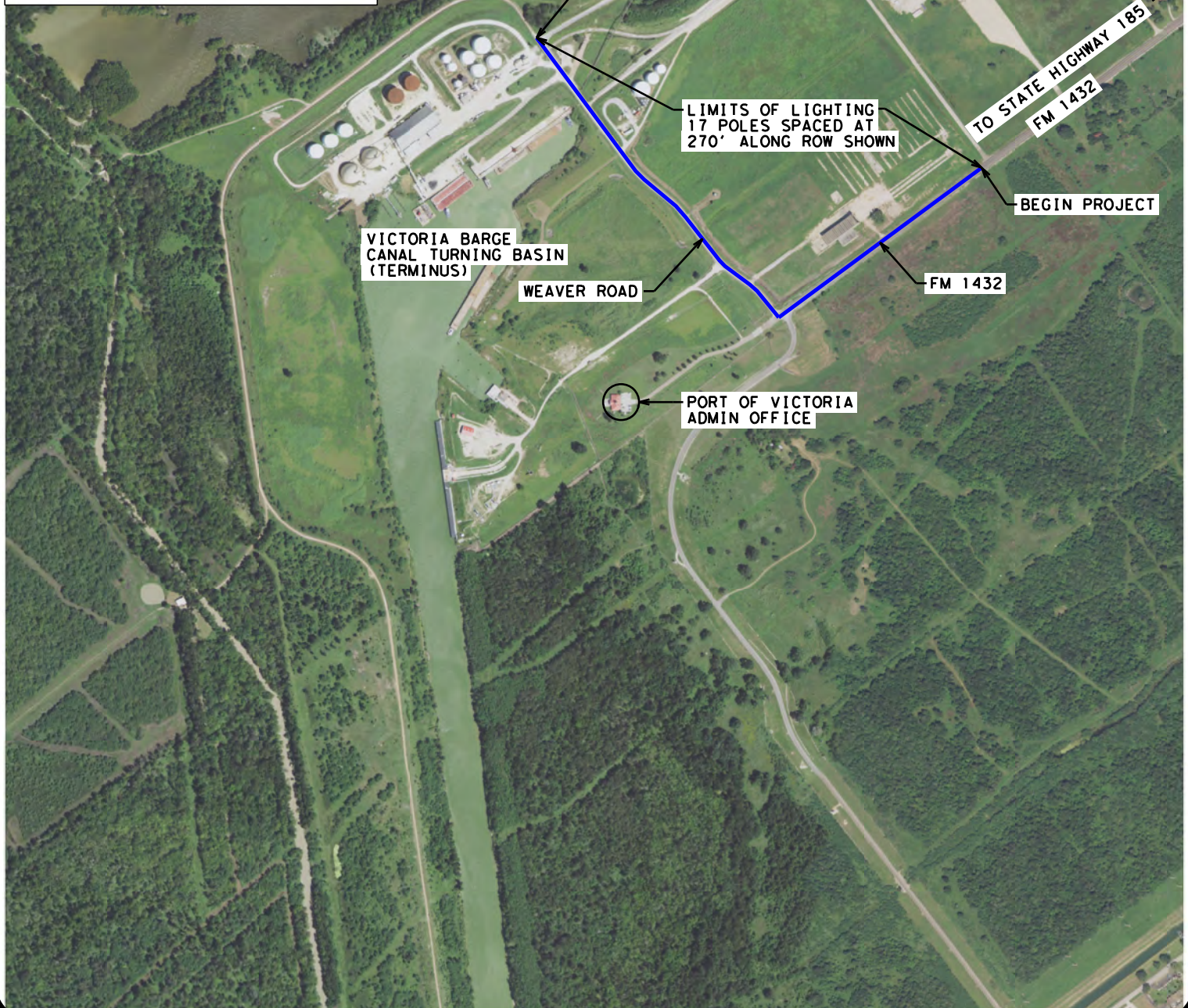
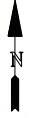
There was no further business to come before the Commission, and the Chairman announced that the meeting was adjourned.

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



VICINITY MAP

PROPOSED QUEUING LANES AND ROADWAY ILLUMINATION
 FOR WEAVER ROAD & FM 1432.
 ESTIMATED PROJECT COST (100%) - \$1,908,135
 STATE FUNDS REQUESTED (75%) - \$1,431,101
 LOCAL ENTITY MATCH (25%) - \$477,034



AMENDED AND RESTATED LEASE AGREEMENT

STATE OF TEXAS §
COUNTY OF VICTORIA §

This Amended and Restated Lease Agreement (the "Lease") is made and entered into by and between the Victoria County Navigation District ("Landlord"), a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas, and Gulfmark Energy, Inc. ("Tenant"), a Texas corporation. Landlord and Tenant may be referred to herein singularly as a "Party" or collectively as the "Parties".

Recitals

A. Landlord and Tenant entered into a Lease Agreement effective June 09, 2011 (the "Original Lease"), pursuant to which Tenant leased certain pipeline easements and the "finger piers" adjacent to the Port of Victoria's North Industrial Site Public Dock, said "finger piers" to be referred to herein as the Port of Victoria Liquid Dock No. 3 or the "Dock".

B. Landlord and Tenant amended said Original Lease as of October 16, 2012 by execution of an Amendment to Lease Agreement (the "First Amendment").

C. Tenant, by sub-lease with Equalizer, Inc. ("Equalizer"), leases acreage within the property made the basis of Landlord's lease agreement with Equalizer for the purpose of constructing and operating a facility for the storage and transportation of crude oil and condensate (the "Sub-Leased Acreage").

D. Landlord and Tenant further amended the Original Lease as of January 23, 2018 by execution of a Second Amended to Lease Agreement (the "Second Amendment") to include an additional easement from the Sub-Leased Acreage to a nearby property leased by Landlord to another tenant, Enlink Midstream Operating, LP ("Enlink"), for the purpose of the installation, maintenance, repair, replacement, and removal of a pipeline and appurtenant equipment, facilities, and utilities between Tenant's and Enlink's facilities.

E. The Original Lease between the Landlord and Tenant, as amended, has expired and Tenant has continued to occupy the Dock and utilize the easements conveyed in connection therewith pursuant to an agreed month-to-month tenancy.

F. Landlord and Tenant now wish to enter into this Lease for the purpose of establishing a new tenancy for the Leased Premises (identified below) on the terms set forth herein, and further

amending and restating the Parties' agreements contained in the Original Lease, the First Amendment, and the Second Amendment.

Agreements

NOW, THEREFORE, for and in consideration of the agreements set forth herein, Landlord and Tenant hereby agree as follows:

1.

Description of Leased Premises and Easements. In consideration of the rents and covenants herein contained on the part of Tenant to be paid, kept and performed, Landlord does hereby lease to Tenant exclusive use of the Port of Victoria Liquid Dock No. 3 located adjacent to the Port of Victoria's North General Purpose Dock, 1750 FM 1432, Victoria County, Texas 77905, as more particularly identified in Exhibit "A" hereto. Landlord further grants to Tenant, for the Term hereof (defined below), the various access, right-of-way, and pipeline easements more particularly identified and described in Exhibits "B" through "F" hereto (the "Easements"). The Dock leased and Easements granted hereby shall be referred to herein collectively as the "Leased Premises", unless specifically identified separately.

2.

Use of Leased Premises. The Leased Premises may be used for the construction, operation, repair, and maintenance of loading/unloading facilities for liquid hydrocarbons shipped by truck, barge, railcar and/or pipeline, and pipelines used for the transportation of hydrocarbons from Tenant's Sub-Leased Acreage to the Dock or the Enlink Facility identified above. Tenant agrees to restrict its use to such purposes and not to use or permit the use of the Leased Premises for any other purposes without first obtaining the consent of Landlord in writing.

2.1 Tenant covenants and warrants that its operations and its use of the Leased Premises will not cause nor result in any harm or injury to persons or property.

2.2 Landlord grants to Tenant the right of ingress and egress to the Leased Premises for the purposes herein stated, subject to the legal rights of other persons or parties in and to any other property owned by Landlord, and subject to the rates, charges, rules, regulations and provisions of Landlord's Tariff, as may be amended from time to time. However, Landlord expressly retains and reserves the right to enter and/or cross the Leased Premises for the purposes of repairing, maintaining, and/or constructing other property, facilities, and equipment related to the business of

the Landlord, including but not limited to repairs or maintenance of the Port of Victoria North Industrial Site General Dock located adjacent to the Dock, and construction of rail or other infrastructure.

2.3 Tenant covenants and warrants not to handle, store, use, load, or unload on the Leased Premises any toxic, corrosive, flammable, odorous, or explosive products except those used in the course of business of Tenant and only when such products are handled in accordance with all applicable law, ordinance, statute, and/or regulatory requirements.

2.4 Tenant shall be responsible for the provision and/or maintenance of all equipment and services necessary for its operations at the Dock including, but not limited to, the following: contract shore-side loading/unloading operations services via a third-party contractor; a suitable crane, lift, hoist, or other equipment for the manipulation and movement of hoses; utilities needed at the Dock; shelter and toilet facilities for Dock personnel as applicable; appropriate shore-side safety and fire extinguishing equipment in compliance with applicable regulations; a gangway or other suitable equipment for access to barges from the Dock; fencing, gates, and security features in compliance with applicable regulations; appropriate fendering, mooring, and docking fittings, facilities, and equipment adequate to withstand normal commercial use, as determined by Landlord; all communications equipment necessary to conduct loading/unloading operations; all hoses and similar equipment necessary to conduct loading/unloading operations; spill response services and equipment; all valves, controls, pumps, and instrumentation necessary to measure, meter, and control the flow of hydrocarbons; and, all lines, tanks, fittings, and equipment necessary for vapor recovery, handling, and/or destruction. All facilities, equipment, and services provided by Tenant shall be of such caliber, condition, and state as to allow for safe and efficient operations on the Dock. In the event of an occurrence deemed by Landlord to constitute an emergency, Landlord shall have the right to authorize the use of such equipment and facilities by or on behalf of other tenants, permit holders, or third parties.

2.5 Tenant will require any loading/unloading contractor to keep and maintain in force and effect appropriate liability insurance with limits of liability that are reasonable in light of the value of the cargoes being handled and the equipment being operated (but in no event with limits less than the insurance requirements of Tenant set forth in this Lease, as applicable). Upon request, Tenant will provide Landlord with a copy of such policy or policies of insurance, as often as reasonably necessary to evidence such coverage is in full force and effect without lapse.

2.6 Tenant will provide, at its expense, services and equipment related to spill prevention and spill response through a contract with a certified oil spill response organization. Tenant shall submit an operations manual covering activities at the Dock for filing with the United States Coast Guard in accordance with 33 C.F.R. Section 154.300, and a discharge prevention and facility response plan and application for a discharge prevention certificate to the Texas General Land Office in accordance with 33 C.F.R. Section 154.1010 and Chapter 40, Texas Natural Resources Code.

2.7 All operations at the Dock will be coordinated and scheduled through the Port of Victoria's Harbor Master, including all vessel arrivals and departures, and loading activities. The Harbor Master will have final authority with respect to scheduling issues. Notwithstanding any operations procedures, protocols or tariff provisions, the Harbor Master has the authority and ability to take any action deemed necessary or advisable to prevent or handle emergencies. In addition, the Harbor Master may direct the suspension and/or discontinuance of operations on the Dock due to electrical storms, high winds, or at any time during inclement weather, as well other occurrences or conditions which, in the discretion of the Harbor Master, make operations on the Dock unsafe.

2.8 Tenant shall conduct its operations pursuant to the term of this Lease, and in compliance with all operational procedures established by Landlord for the benefit of users of the Port of Victoria and related facilities, as well as any operations manual approved by the United States Coast Guard and/or discharge prevention and response plan. Tenant shall further conduct its operations in compliance with all administrative rules, statutes, regulations, and requirements imposed upon same by the United States Coast Guard, the Texas Commission on Environmental Quality, the Texas General Land Office, the Department of Homeland Security, the Environmental Protection Agency, or any other governmental, administrative, and/or regulatory agency, department or entity having jurisdiction over such matters.

2.9 Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

2.10 Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

2.11 With respect to any easement granted hereby, Tenant shall be responsible for the operation and maintenance of any improvements constructed on or within said easements. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from the use of any such improvements, or any part thereof, or caused by any defect in any such improvements, or caused by or arising from any act or omission of Tenant, or any of its agents, employees, licensees or permittees, or by and from any incident or occurrence on Landlord's property, or any fire or other casualty thereon occasioned by the failure of Tenant to maintain the easement improvements in a safe condition, or arising from any other cause whatsoever through the operations of Tenant; and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify, defend, and hold Landlord entirely free and harmless from all liability for such loss, damage or injury of other persons and/or entities, and from all costs and expense arising therefrom. Tenant agrees that all improvements established within such easements shall be used by Tenant in the usual and ordinary manner for which such improvements are designed.

2.12 The pipeline easement identified in Exhibit "B" is for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, and removing a pipeline with necessary fittings, tie-overs and appliances for the transportation of hydrocarbons under and across Landlord's property identified therein.

2.13 The pipeline easement identified in Exhibit "D" is for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, and removing, one (1) pipeline not to exceed ten and on-half inches (10 ½") in outside diameter, with necessary fittings, tie-overs, and appliances for the transportation of hydrocarbons, under and across the property of Landlord identified therein. Said pipeline shall be buried no less than three feet (3') below the surface of the earth.

2.14 The pipeline easements identified in Exhibit "F" are for the purpose of construction, operation, maintenance, repair, replacement, and removal of a pipeline for transportation of hydrocarbons, and such other equipment, facilities, and utilities as may be necessary for said purposes, including, without limitation, fiber optic cables, under and across the property of Landlord identified therein. Said pipelines shall be buried no less than four feet (4') below the surface of the earth.

2.15 The access easement identified in Exhibit "C" hereto is for the purpose of erecting, constructing, operating, maintaining, inspecting, repairing, and removing perimeter fencing, an access driveway, and gate controls on the property of Landlord identified therein.

3.

Term of Lease. The term of this Lease (the "Term") shall be for four (4) years and seven (7) months terminating on January 01, 2025.

4.

Rental Payment. Tenant agrees to pay to Landlord at Landlord's office, 1934 FM 1432, Victoria, Texas as rental for the Leased Premises the sum of Two Thousand and No/100 Dollars (\$2,000.00) (the "Rent"), payable monthly beginning on June 01, 2020, and due on the first day of each month thereafter throughout the Term. Any installment of Rent not paid when due shall bear interest from its due date until paid at the rate of ten percent (10%) per annum. No happening, event, occurrence or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay the Rent, or entitle Tenant to any abatement, diminution, reduction, offset, or suspension of Rent whatsoever; and Tenant waives any rights now or hereafter conferred upon it by statute or other applicable law, to any abatement, diminution, reduction, offset or suspension of Rent because of any event, happening, occurrence, or situation whatsoever.

5.

Wharfage Rates and Port Charges/Monthly Reporting Requirement. All applicable provisions of Landlord's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the Port of Victoria, and on the 10th day of each calendar month, Tenant shall furnish to Landlord a

written report of such movements of all property, commodities and products, inclusive of descriptions of the quantities and kind, during the preceding calendar month. Landlord and its representatives, employees, agents, and designated assigns shall have access at all reasonable times for inspection of all such equipment and instrumentation used in determining the quantities and character of such commodities and property. Tenant shall also keep and maintain records of each vehicle, rail car, barge, or vessel loaded or unloaded at the Port of Victoria and shall furnish Landlord with a written report of such monthly use on the 10th day of each succeeding calendar month.

6.

Ownership/Construction/Alteration/Demolition of Improvements.

6.1 All pipelines, pumping facilities, utilities, and any other improvements placed on the Leased Premises shall remain on the Leased Premises upon the termination of this Lease and become the sole property of Landlord, unless required to be removed by Landlord in accordance with Section 6.3 below.

6.2 At any time and from time to time during the Term of this Lease, Tenant may perform such alteration, renovation, repair, refurbishment, and other work with regard to improvements on or to be built upon the Leased Premises as Tenant may elect, provided that same is done in accordance with the provisions of this Lease.

6.3 Any improvements on the Leased Premises shall not be demolished or removed without the prior written consent of Landlord, which consent may be withheld, delayed or conditioned in Landlord's sole discretion. Unless otherwise provided herein, Tenant shall have no obligation to demolish or remove any improvements from the Leased Premises; provided, however, that at the end of the term, at Landlord's option, identified improvements on the Leased Premises shall be demolished and removed by Tenant, and the Leased Premises shall be put in good, clean, and safe order and condition at Tenant's sole cost and expense.

6.4 Any improvements on the Leased Premises shall be constructed, and any and all alteration, renovation, repair, restoration, refurbishment, or other work with regard thereto shall be performed in accordance with the following Construction Standards:

(i) With respect to any material alteration, renovation, repair, refurbishment and other work to the improvements on the Leased Premises, Landlord shall have approved all

construction plans, working drawings, materials, drainage plans, elevations and other design elements prior to the start of any such construction or work;

(ii) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question, and if the type of such work exceeds \$250,000.00, then also utilizing a general contractor and principal design engineers approved by Landlord (such approval not to be unreasonably withheld);

(iii) All such construction or work shall be done in material compliance with all applicable laws;

(iv) No such construction or work shall be commenced until Tenant shall have obtained all licenses, permits, and authorizations required of all governmental, regulatory or other such authorities having jurisdiction;

(v) No such construction or work shall be commenced until Tenant has obtained, and Tenant shall maintain in force and effect, the insurance coverage required herein with respect to the type of construction work in question;

(vi) No such construction or work shall be commenced until Tenant shall have provided Landlord with such performance bonds and payments bonds as required by law;

(vii) After commencement, such construction or work shall be prosecuted with due diligence to its completion, subject to reasonable extension due to Force Majure delays;

(viii) After completion of any construction or substantial alteration of the improvements on the Leased Premises, Tenant shall provide Landlord with a complete set of as-built drawings.

6.5 Landlord, as well as its agents, employees, Commissioners, architects, engineers and affiliates, if any, shall not be liable to Tenant or any other person for any loss, claim or demand asserted on account of Landlord's exercise of its rights and duties hereunder, or any failure or defect in such exercise. No approval of designs, plans, specifications or other matters shall ever be construed as representing or implying that such designs, plans, specifications or other matters will, if followed, result in a properly designed building or other improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Tenant of its obligation to construct the improvements in a workmanlike manner as provided in this lease.

7.

Covenants and Agreements of Tenant. Tenant covenants and agrees as follows:

7.1 To pay all costs and expenses of its operations on the Leased Premises and the cost of all utilities, including but not limited to water, gas, electricity, telephone, cable, internet, or data service, as applicable, and for all taxes and assessments on the Leased Premises and/or Tenant's leasehold interest.

7.2 In the conduct and operation of its business in and about the Leased Premises, to conform and comply with all laws relating thereto and the requirements of any properly constituted public tribunal or governmental agency or federal, state, municipal or other political subdivision authority having jurisdiction thereof and the reasonable requirements of insurance companies carrying insurance upon the Leased Premises, or of any board of fire insurance underwriters, rating bureau, or similar body applicable thereto.

7.3 To not commit or permit waste on or of the Leased Premises and to keep the Leased Premises in a clean and sanitary condition and generally to observe and practice "good housekeeping" principles in and about the operations thereof.

7.4 At its own expense, to make all repairs, maintenance, replacements or other work reasonably necessary to keep the Leased Premises in substantially as good condition as the same were received by Tenant, ordinary wear and tear, obsolescence, damage by fire or other casualty beyond Tenant's control excepted.

7.5 Tenant shall pay all taxes, if any, assessed on any of Tenant's personal property on the Leased Premises.

8.

8.1 Waiver. **Tenant hereby waives all claims, rights of recovery, and causes of action that Tenant or any party claiming by, through or under Tenant may now or hereafter have by subrogation or otherwise against Landlord and/or Landlord's commissioners, officers, directors, agents, independent contractors, and/or employees for any loss or damage that may occur to all or any portion of the Leased Premises, by reason of fire or other casualty, or by reason of any other cause except Landlord's negligence or willful misconduct.**

8.2 Indemnity. Tenant hereby assumes liability for, and agrees to defend, indemnify and hold harmless Landlord and Landlord's commissioners, officers, directors, independent contractors, agents and employees from and against, all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including court costs and reasonable

attorneys' fees) resulting from (a) any injuries to or death of any person, (b) violations of any judicial decisions, orders, injunctions, writs, statutes, laws, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Tenant or the Leased Premises, including environmental matters or the impositions of any remedial obligations to protect health or the environment, or (c) damage to any property occurring during the term of this Lease in or about the Leased Premises, except that Tenant shall have no liability for or obligation to defend, indemnify or hold harmless Landlord and Landlord's commissioners, officers, directors, independent contractors, agents and employees from (i) their own acts of gross negligence or willful misconduct; or (ii) acts which qualify as an exception to sovereign immunity under applicable provisions of the Texas Tort Claims Act or any other Texas or federal laws, resulting in liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements including court costs and reasonable attorneys' fees.

8.3 Landlord's Exculpation. Landlord shall have no responsibility or liability to Tenant, or to Tenant's officers, directors, shareholders, partners, employees, agents, contractors or invitees, for bodily injury, death, property damage, business interruption, loss of profits, loss of trade secrets or other direct or consequential damages occasioned by (a) Force Majeure, (b) vandalism, theft, burglary and other criminal acts, or (c) the condition, repair, replacement, maintenance, damage, destruction or relocation of the Leased Premises or any property, equipment, facility or utility owned, maintained or operated by or for Landlord, or any related entity, provided, however, notwithstanding anything to the contrary herein, Landlord shall be liable for any loss, damage or injury to Tenant, its employees, agents and property arising from any negligent act or omission of Landlord, its contractors, agents and employees as a result of Landlord's use and operations on the Leased Premises. Landlord shall not be responsible for the loss of any product or substance being loaded/unloaded at the Dock, however occasioned, nor for any loss of or damage to other property of Tenant by fire or by any defect in or condition of any property of Landlord, or acts of God, or force of nature, or arising from or attributable to the acts or omissions of third parties.

9.

9.1 Insurance Requirements. Tenant agrees to obtain and maintain at its own expense during the term of this Lease the following insurance:

(a) Worker's Compensation insurance including, if applicable, a Longshoremen and Harbor Workers endorsement and coverage B-Employers Liability in the following minimum

amounts: One Million Dollars (\$1,000,000.00) limit each accident, One Million Dollars (\$1,000,000.00) disease policy limit and One Million Dollars (\$1,000,000.00) disease each employee limit.

(b) General liability insurance naming the Landlord as additional insured and including the following coverage per occurrence: General aggregate - \$3,000,000.00; products - comprehensive/ops aggregate \$3,000,000.00; personal injury \$3,000,000.00;

(c) Combined single limit automobile coverage in the amount of \$500,000.00 each occurrence.

(d) Umbrella liability insurance with bodily injury and property damage combined limit of \$2,000,000.00.

(e) Tenant agrees to furnish Landlord certificates of insurance evidencing compliance with the above insurance requirements and providing that such policies cannot be canceled or terminated without thirty (30) days' notice to Landlord.

9.2 Neither the requirement for insurance coverage above provided nor the policy limits contained therein shall in any way be construed as a limitation upon Tenant's legal liability or Tenant's liability under any indemnity clause or other provision of this Lease.

9.3 At all times while this Lease is in force and effect, Tenant agrees to cause its insurance carriers (including any contractual insurance but excluding Worker's Compensation) to waive their right of subrogation against Landlord for any occurrence on the Leased Premises or resulting from Tenant's use of the Leased Premises.

9.4 The coverage required in Section 9.1 of this Lease, and the policies of such insurance shall (i) (except for the Workmen's Compensation Insurance) name Landlord as an additional insured, (ii) provide that no policy of insurance will be canceled or reduced in coverage without thirty (30) days' prior written notice to Landlord, (iii) insure performance of the indemnities of Tenant contained in this Lease, and (iv) be primary coverage so that any insurance coverage obtained by Landlord shall be in excess thereto. Tenant shall deliver to Landlord certificates of renewal prior to the expiration date of each policy of insurance. All policies of insurance required to be obtained and maintained by Tenant shall provide the usual and standard coverage provided in such policies of insurance written in the State of Texas and shall be issued by insurance carriers authorized to do business in the State of Texas.

10.

Assignment/Subletting. Tenant shall have no right to sell, assign, sublease, or otherwise transfer, or mortgage, pledge or otherwise encumber, whether voluntarily involuntarily or by operation of law, any rights Tenant may hold by virtue of this Lease without Landlord's written consent.

11.

Specifically Prohibited Use. Tenant will not (a) use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner which is or may be, (i) violative of the requirements of Section 2 hereof, (ii) violative of any applicable legal requirements, (iii) prevent the lawful activities of any other tenant or occupant of any facility or property owned, maintained or operated by Landlord, or any related entity, or (iv) result in the improper disposal or release of any hazardous or toxic substance, (b) commit or permit to remain any waste to the Leased Premises or (c) commit, or permit to be committed, any action or circumstance in or about the Leased Premises which, directly or indirectly, would lawfully justify the Landlord's insurance carrier in canceling the insurance policies maintained by Landlord on the Leased Premises and improvements thereon.

12.

12.1 Condition of Leased Premises. Tenant acknowledges that Tenant has independently and personally inspected the Leased Premises and that Tenant has entered into this Lease based upon such examination and inspection and that Tenant accepts the Leased Premises in its present condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," (other than the warranty of quiet enjoyment under Section 12.2 hereof); specifically (without limiting the generality of the foregoing) without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the soil and environmental conditions existing at the Leased Premises and (d) the suitability of the Leased Premises for any particular purpose. Landlord shall not be required to make any improvements to the Leased Premises or to repair any damages to the Leased Premises.

12.2 Landlord represents and warrants to Tenant that Landlord is the owner in fee of the Leased Premises and Landlord has full right and authority to enter into this Lease, and further Landlord warrants that Tenant will have quiet enjoyment of the Leased Premises during the term and any extension of this Lease.

13.

Laborers and Mechanics.

13.1 Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold Landlord and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant.

13.2 Tenant shall not permit any laborers', mechanics', or materialmans' liens to be placed upon the Leased Premises by any laborer, contractor, or subcontractor employed by Tenant during the term hereof and Tenant agrees promptly to discharge or to cause to be discharged any such lien or liens attaching to such improvements; or if in default for thirty (30) days after written notice thereof from Landlord, Tenant shall pay as additional rent any amount or amounts paid by Landlord, including reasonable attorneys' fees and expenses in causing the removal of such lien or liens. Nothing herein contained, however, shall require Landlord to discharge such lien or liens except in its own discretion. Tenant shall, however, have the right to contest any such lien or claim for lien provided it shall serve notice upon the Landlord of its election to contest the same prior to the Landlord making any payments or incurring any attorneys' fees or expenses; and in such case, Tenant shall not be in default with respect thereto and Landlord shall not have the right to make any payments for the removal of such lien or liens until such contest by Tenant shall have terminated.

14.

Access by Landlord. Landlord, its employees, contractors, agents and representatives, shall have the right (and Landlord, for itself and such persons and firms, hereby reserves the right) to enter the Leased Premises during normal business hours, (a) to inspect the Leased Premises, (b) to determine whether Tenant is performing its obligations hereunder and, if it is not, to perform same at Landlord's option and Tenant's expense, or (c) for any other purpose deemed reasonable by Landlord. Entry into the Leased Premises by Landlord or any other person or firm authorized above for any purpose permitted herein shall not constitute a trespass or an eviction (constructive or otherwise) or entitle Tenant to any abatement or reduction of rental, or constitute grounds for any claim (and Tenant hereby waives any claim) for damages or for any injury to or interference with Tenant's business, or for loss of occupancy or quiet enjoyment or for consequential damages.

15.

15.1. Events of Default. Each of the following occurrences shall constitute an "Event of Default" by Tenant under this Lease:

(a) The failure of Tenant to pay rental as and when due hereunder and the continuance of such failure for a period of ten (10) days thereafter;

(b) The failure of Tenant to perform, comply with or observe any other agreement, obligation, covenant, condition, or undertaking of Tenant, or any other term, condition or provision in this Lease or any other agreement Tenant may have with Landlord, and the continuance of such failure for a period of ten (10) days after written notice from Landlord to Tenant specifying the failure;

(c) The filing of a petition by or against Tenant (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under the code or any similar debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) to reorganize or modify Tenant's capital structure;

(d) If the interest of Tenant under this Lease shall, by operation of law, be transferred or passed to or devolve upon any other person, firm or corporation without Landlord's written consent in cases in which such written consent is required hereunder;

(e) If Tenant shall voluntarily abandon, desert, or vacate the Leased Premises, or discontinue its operation thereon for a period of more than two (2) months, then upon the occurrence of any such event of default Landlord may terminate this Lease and Tenant's rights hereunder by written notice to Tenant, such termination to be effective immediately upon the serving of such notice; and;

(f) The admission by Tenant in writing that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

15.2. Remedies of Landlord. Upon any Event of Default, Landlord may, at Landlord's option and in addition to all other rights, remedies and recourses afforded Landlord hereunder or by law or equity, terminate this Lease by the giving of written notice to Tenant, in which event Tenant shall pay to Landlord upon demand the sum of (i) all rent and other amounts accrued hereunder to the date of termination, (ii) all amounts due under Section 15.3 and (iii) damage in an amount equal to the total rent that Tenant would have been required to pay for the remainder of the term of this Lease discounted to present value at a discount rate reasonably designated by Landlord.

15.3 Payment by Tenant. Upon any Event of Default, Tenant shall also pay to Landlord all reasonable cost and expenses incurred by Landlord, including court costs and reasonable attorneys' fees, in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Tenant's or any other occupant's property, (c) reletting all or any part of the Leased Premises, (d) paying or performing the underlying obligation which Tenant failed to pay or perform, and (e) enforcing any of Landlord's rights, remedies or recourses arising as a consequence of the Event of Default.

15.4. Landlord's Right to Pay or Perform. If Tenant fails to perform or observe any of its covenants, agreements, or obligations hereunder for a period of ten (10) days after written notice of such failure is given by Landlord, then in addition to all other rights of Landlord provided herein Landlord shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of Tenant and to recover all costs or expenses incurred in connection therewith. Any performance or observance by Landlord pursuant to this Section 15.4 shall not constitute a waiver of Tenant's failure to perform or observe.

15.5 Injunctive Relief; Remedies Cumulative. Landlord may restrain or enjoin any Event of Default or threatened Event of Default by Tenant hereunder without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The rights, remedies and recourses of Landlord for an Event of Default shall be cumulative and no right, remedy or recourse of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.

15.6 No Waiver; No Implied Surrender. Provisions of this Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision evidencing the waiver in writing. Thus, neither the acceptance of rental by Landlord following an Event of Default (whether known to Landlord or not), nor any other custom or practice followed in connection with this Lease, shall constitute a waiver by Landlord of such Event of Default or any other Event of Default. Further, the failure by Landlord to complain of any action or inaction by Tenant, or to assert that any action or inaction by Tenant constitutes (or would constitute, with the giving of notice and the passage of time) an Event of Default, regardless of how long such failure continues, shall not extinguish, waive or in any way diminish the rights, remedies and recourses of Landlord with respect to such action or inaction. No waiver by Landlord of any provision of this Lease or of any breach by Tenant of any obligation of Tenant hereunder shall be deemed to be a waiver of any

other provision hereof, or of any subsequent breach by Tenant of this Lease. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act of Tenant. No act or omission by Landlord (other than Landlord's execution of a document acknowledging such surrender) or Landlord's agents shall constitute an acceptance of a surrender of the Leased Premises.

16.

16.1 Relation of the Parties. It is the intention of the parties to create hereby the relationship of landlord and tenant, and no other relation is hereby created. Nothing in this lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

16.2 Public Disclosure. Landlord is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Open Records Act (Tex. Rev. Civ. Stat. Ann. arts. 6252-17 and 17a, Vernon Supp. 1989), and as such Landlord is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Landlord as required by the Texas Open Meetings Act, Texas Open Records Act, or any other Legal Requirement will not expose Landlord (or any party acting by, through or under Landlord) to any claim, liability, or action by Tenant.

16.3 Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth in this Section 16.3, or delivered to the intended recipient via reputable overnight courier. Notice sent by registered or certified mail in the aforesaid manner shall become effective three (3) business days after deposit; notice given in any other manner, and any notice given to Landlord, shall be effective only upon receipt by the intended addressee. For the purposes of notice, all notices shall be delivered as follows:

Victoria County Navigation District
Attn: Executive Director
1934 FM 1432
Victoria, Texas 77905

-with a copy to-

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

Gulfmark Energy, Inc.
17 S. Briar Hollow Ln, Ste. 200
Houston, Texas 77027

Each party shall have the continuing right to change its address for notice hereunder by the giving of thirty (30) days' prior written notice to the other party.

16.4 Entire Agreement, Amendment and Binding Effect.

This Lease constitutes the entire agreement between Landlord and Tenant relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by Landlord and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns; provided, however, that this Section 16.4 shall not negate, diminish or alter the restrictions on Transfers applicable to Tenant set forth elsewhere in this Lease.

16.5 Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16.6 Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term "includes" or "including" shall mean including without limitation; and (d) the words "hereof" or "herein" refer to this entire Lease and

not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular "Article" or Section" shall be construed as referring to the indicated article or section of this Lease.

16.7 Attorneys' Fees. If either party initiates any litigation relating to this Lease, the party that prevails in such litigation shall be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection with such litigation.

16.8 Interest on Tenant's Obligations. Any amount due from Tenant to Landlord which is not paid when due shall bear interest at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent per annum) from the date such payment is due until paid, but the payment of such interest shall not excuse or cure the default in payment.

16.9 Authority. The person executing this Lease on behalf of Tenant personally warrants and represents unto Landlord that (a) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas (b) Tenant has full right and authority to execute, deliver and perform this Lease, (c) the person executing this Lease on behalf of Tenant was authorized to do so, and (d) upon request of Landlord, such person will deliver to Landlord satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant.

16.10 Force Majeure. Tenant shall be entitled to rely upon force majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon force majeure as an excuse for timely performance unless Tenant (a) uses its best efforts to overcome the effects of the event of force majeure, (b) gives written notice to Landlord within twenty (20) days after the occurrence of the event describing with reasonable particularity the nature thereof, (c) commences performance of its obligation hereunder immediately upon the cessation of the event and (d) gives written notice to Landlord within twenty (20) days after the cessation of the event advising Landlord of the date upon which the event ceased to constitute an event of force majeure.

Force majeure shall mean:

(a) acts of God, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of public enemy, wars, blockades, insurrections, riots or civil disturbances;

- (b) power failure and outages affecting the Leased Premises; and
- (c) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming force majeure.

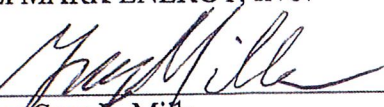
16.12 Interpretation. Both Landlord and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease.

16.13 Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

{Signature Page Follows}

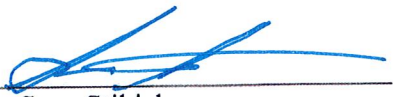
EXECUTED this _____ day of _____, 2020.

GULFMARK ENERGY, INC.

By: 
Name: Greg L. Mills
Its: President

EXECUTED this 13 day of July, 2020.

VICTORIA COUNTY NAVIGATION DISTRICT

By: 
Name: Sean Stibich
Its: Executive Director

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Greg L. Mills, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GULFMARK ENERGY, INC., a corporation, and that he executed the same as the act of such corporation, with full authority to bind said corporation and for the purposes and consideration herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of May, 2020.

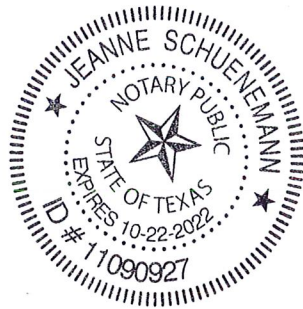
Notary Public in and for the State of Texas
My Commission Expires _____

(Type or print name of Notary)

STATE OF TEXAS §
COUNTY OF VICTORIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Sean Stibich, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said VICTORIA COUNTY NAVIGATION DISTRICT, a political subdivision of the State of Texas, and that he executed the same as the act of such political subdivision of the State of Texas for the purposes and consideration herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of JULY, 2020.



Jeanne Schueneemann
Notary Public in and for the State of Texas
My Commission Expires 10/22/2022
Jeanne Schueneemann
(Type or print name of Notary)

Exhibit A

STATE OF TEXAS}

0.6321 Acre Finger Pier Lease
Victoria County Navigation District

COUNTY OF VICTORIA}

FIELDNOTE DESCRIPTION for a 0.6321 acre Finger Pier lease being a portion of the Diego Garcia Survey, A-39 in Victoria County, Texas and being out and a part of a 178.88 acre tract conveyed to Victoria County Navigation District, said 0.6321 acre lease being more fully described by metes and bounds as follows using the Texas State Plain Coordinate System South Central Zone (1983 datum);

COMMENCING from a 5/8" steel rod found for a south corner of a 21.276 acre lease to Equalizer, said corner having a State Coordinate position of: Eastings = 2617800.74661, and Northings = 13441277.5198, thence as follows; N64°57'54"E, a distance of 369.53 feet to the POINT OF BEGINNING of this 0.6321 acre lease;

THENCE, N52°51'46"E, along a northwestern line of this 0.6321 acre lease, a distance of 122.37 feet to a north corner of this 0.6321 acre lease;

THENCE, S37°41'01"E, along a northeastern line of this 0.6321 acre lease, a distance of 224.60 feet to the east corner of this 0.6321 acre lease;

THENCE, S52°28'34"W, along a southeastern line of this 0.6321 acre lease, a distance of 122.36 feet to the south corner of this 0.6321 acre lease;

THENCE, N37°41'01"W, along a southwestern line of this 0.6321 acre lease, a distance of 225.43 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 0.6321 acres of land.

The foregoing metes and bounds are prepared from an on-the-ground survey on December 21, 2010 without the aid of a title report.



C. W. Settles
Registered Professional Land Surveyor
Texas No. 2640



Exhibit B

STATE OF TEXAS}

0.0545 Acre Pipeline Easement at Finger Piers
Victoria County Navigation District

COUNTY OF VICTORIA}

FIELDNOTE DESCRIPTION for a 0.0545 acre Pipeline Easement at Finger Piers being a portion of the Diego Garcia Survey, A-39 in Victoria County, Texas and being out and a part of a 178.88 acre tract conveyed to Victoria County Navigation District, said 0.0545 acre pipeline easement being more fully described by metes and bounds as follows using the Texas State Plain Coordinate System South Central Zone (1983 datum);

COMMENCING from a 5/8" steel rod found for a south corner of a 21.276 acre lease to Equalizer, said corner having a State Coordinate position of: Eastings = 2617800.74661, and Northings = 13441277.5198, thence as follows; N53°41'35"E, along the southeastern boundary line of the said 21.276 acre lease, a distance of 198.98 feet to the **POINT OF BEGINNING** of this 0.0545 acre pipeline easement;

THENCE, N53°41'35"E, along a northwestern line of this 0.0545 acre pipeline easement and the said southeastern boundary line of 21.276 acre lease, a distance of 10.00 feet to a north corner of this 0.0545 acre pipeline easement;

THENCE, S36°37'11"E, along a northeastern line of this 0.0545 acre pipeline easement, a distance of 74.45 feet to an inside corner of this 0.0545 acre pipeline easement;

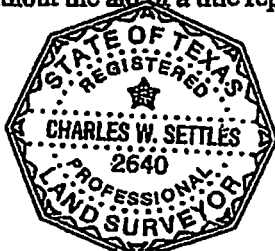
THENCE, N52°51'46"E, along a northwestern line of this 0.0545 acre pipeline easement, a distance of 153.03 feet to a north corner of this 0.0545 acre pipeline easement;


THENCE, S37°41'01"E, along a northeastern line of this 0.0545 acre pipeline easement, a distance of 10.00 feet to the east corner of this 0.0545 acre pipeline easement;

THENCE, S52°51'46"W, along a southeastern line of this 0.0545 acre pipeline easement, a distance of 163.22 feet to the south corner of this 0.0545 acre pipeline easement;

THENCE, N36°37'11"W, along a southwestern line of this 0.0545 acre pipeline easement, a distance of 84.59 feet the **POINT OF BEGINNING**; **CONTAINING** within these metes and bounds 0.0545 acres of land.

The foregoing metes and bounds are prepared from an on-the-ground survey on December 21, 2010 without the aid of a title report.




C. W. Settles
Registered Professional Land Surveyor
Texas No. 2640

STATE OF TEXAS}
COUNTY OF VICTORIA)

0.0851 Acre Access Easement

FIELDNOTE DESCRIPTION for a 0.0851 acre access easement out of and a part of a 178.88 acre tract and a 106.82 acre tract in the Diego Garcia League A-39 in Victoria County, Texas, said 178.88 acre tract being the same land described in a deed conveyed to the Victoria County Navigation District recorded in Volume 637, Page 433 of the Deed Records of Victoria, County Texas, said 106.82 acre tract being the same land described in a deed conveyed to the Victoria County Navigation District recorded in Volume 634, Page 538 of the Deed Records of Victoria, County Texas said 0.0851 acre access easement being more fully described by metes and bounds as follows:

COMMENCING from a 5/8" steel rod found for the west corner of a 21.276 acre lease to Equalizer, Inc., a corporation with its corporate office in Waco, Texas, thence as follows; N54°21'05"E, along the northwestern line of the said 21.276 acre lease, a distance of 567.51 feet to the POINT OF BEGINNING;

THENCE, N13°50'10"E, along a northwestern line of this 0.0851 acre access easement, a distance of 48.85 feet to an outside corner of this 0.0851 acre access easement;


THENCE, N54°01'12"E, continuing along a northwestern line of this 0.0851 acre access easement, a distance of 97.40 feet to the north corner of this 0.0851 acre access easement;

THENCE, S35°38'55"E, along a northeastern line of this 0.0851 acre pipeline access, a distance of 32.30 feet to the east corner of this 0.0851 acre access easement, same being on the said northwestern boundary line of the 21.276 acre lease;

THENCE, S54°21'05"W, along a southeastern line of this 0.0851 acre access easement and the said northwestern boundary line of the 21.276 acre lease, a distance of 134.53 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 0.0851 acres of land, more or less.

The foregoing metes and bounds are prepared from an on-the-ground survey on August 30, 2012 without the aid of a title report and are accompanied by a plat of even survey date.

10/4/12


C. W. Settles
Registered Professional Land Surveyor
Texas No. 2640

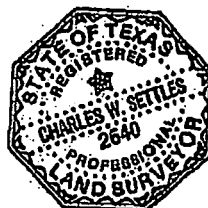


Exhibit D

STATE OF TEXAS)

0.4450 Acre Pipeline Easement

COUNTY OF VICTORIA)

FIELDNOTE DESCRIPTION for a 0.4450 acre pipeline easement out of and a part of a 178.88 acre tract and a 106.82 acre tract in the Diego Garcia League A-39 in Victoria County, Texas, said 178.88 acre tract being the same land described in a deed conveyed to the Victoria County Navigation District recorded in Volume 637, Page 433 of the Deed Records of Victoria, County Texas, said 106.82 acre tract being the same land described in a deed conveyed to the Victoria County Navigation District recorded in Volume 634, Page 538 of the Deed Records of Victoria, County Texas said 0.4450 acre pipeline easement being more fully described by metes and bounds as follows:

COMMENCING from a 5/8" steel rod found for the west corner of a 21.276 acre lease to Equalizer, Inc., a corporation with its corporate office in Waco, Texas, thence as follows: N54°21'05"E, along the northwestern line of the said 21.276 acre lease, a distance of 426.41 feet to the POINT OF BEGINNING.

THENCE, N35°38'55"W, along a southwestern line of this 0.4450 acre pipeline easement, a distance of 52.72 feet to the west corner of this 0.4450 acre pipeline easement.

THENCE, N54°26'26"E, along a northwestern line of this 0.4450 acre pipeline easement, a distance of 236.84 feet to a point for corner of this 0.4450 acre pipeline easement.

THENCE, N54°26'26"E, along the northwestern line of this 0.4450 acre pipeline easement, a distance of 626.00 feet to the north corner of this 0.4450 acre pipeline easement.

THENCE, S35°38'55"E, along a northeastern line of this 0.3353 acre pipeline easement, a distance of 66.37 feet to the east corner of this 0.4450 acre pipeline easement, same being on the said northwestern boundary line of the 21.276 acre lease.

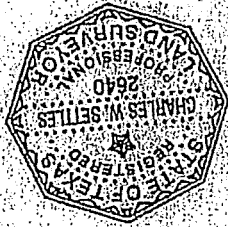
THENCE, S54°21'05"W, along a southeastern line of this 0.4450 acre pipeline easement and the said northwestern boundary line of the 21.276 acre lease, a distance of 20.60 feet to a point for corner of this 0.4450 acre pipeline easement.

THENCE, N35°38'55"W, along a southwestern line of this 0.4450 acre pipeline easement, a distance of 46.95 feet to a point for corner of this 0.4450 acre pipeline easement.

THENCE, S54°26'26"W, along a southeastern line of this 0.4450 acre pipeline easement, a distance of 585.17 feet to a point for corner of this 0.4450 acre pipeline easement.

THENCE, S35°38'55"E, along a northwestern line of this 0.4450 acre pipeline easement, a distance of 25.78 feet to a point for corner of this 0.4450 acre pipeline easement.

THENCE, S54°01'12"W, along a southeastern line of this 0.4450 acre pipeline easement, a distance of 20.00 feet to a point for corner of this 0.4450 acre pipeline easement.



C. W. Settles
Registered Professional Land Surveyor
Texas No. 2640

10/4/12

The foregoing metes and bounds are prepared from an on-the-ground survey on August 30, 2012 without the aid of a title report and are accompanied by a plat of even survey date.

THENCE, N35°38'55"W, along a southwestern line of this 0.4450 acre pipeline easement, a distance of 26.27 feet to a point for corner of this 0.4450 acre pipeline easement;
THENCE, S48°34'49"W, along a southeastern line of this 0.4450 acre pipeline easement, a distance of 236.34 feet to a point for corner of this 0.4450 acre pipeline easement;
THENCE, S35°38'55"E, along a northwestern line of this 0.4450 acre pipeline easement, a distance of 35.35 feet to a point for corner of this 0.4450 acre pipeline easement and the said northwestern boundary of the 21.276 acre lease;
THENCE, S54°21'05"W, along a southeastern line of this 0.4450 acre pipeline easement and the said northwestern boundary line of the 21.276 acre lease, a distance of 20.00 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 0.4450 acres of land, more or less.

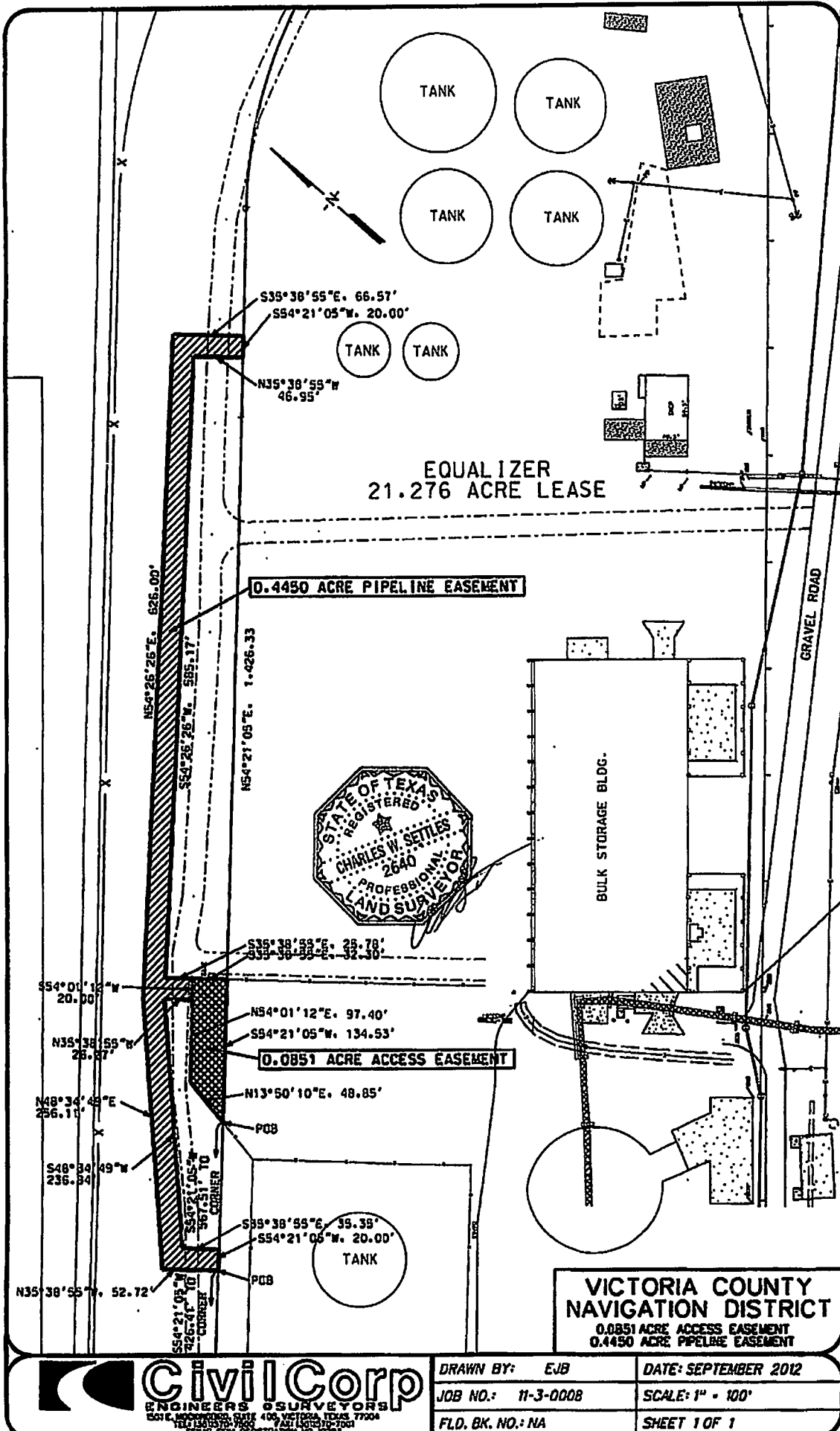
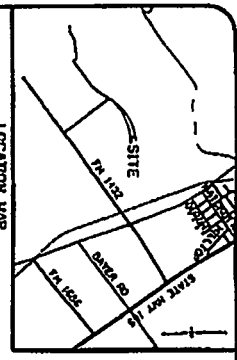
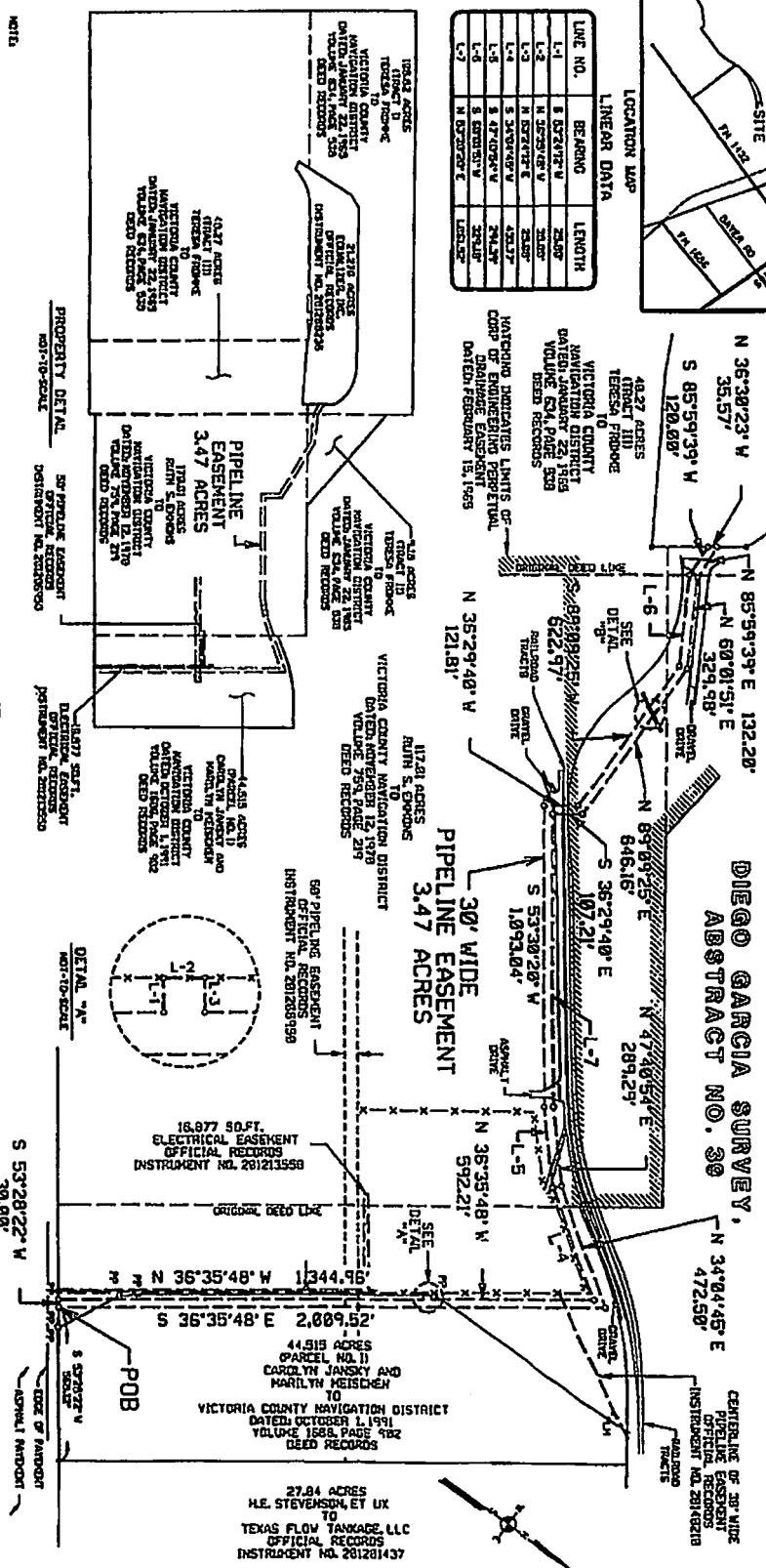


Exhibit "C"

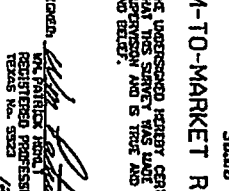
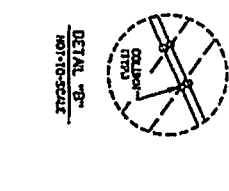


LINE NO.	BEARING	LENGTH
L-1	S 85°39'39" W	25.87
L-2	N 36°29'23" W	35.157
L-3	N 85°59'39" E	120.00
L-4	N 36°29'40" W	121.81
L-5	N 36°35'48" W	592.21
L-6	N 34°04'45" E	472.50
L-7	S 53°28'22" W	30.88



NOTES:
 1. THE UNDERSIGNED IS QUALIFIED TO...
 2. A LEGAL DESCRIPTION OF THE...
 3. ALL INFORMATION...
 4. THE SURVEY...
 5. THE SURVEY...
 6. THE SURVEY...
 7. THE SURVEY...
 8. THE SURVEY...
 9. THE SURVEY...
 10. THE SURVEY...

- LEGEND
- BOUNDARY AND CORNER
 - SET AND BOUNDARY
 - ROAD AND VEHICULAR
 - FENCED AREA
 - UNFENCED AREA
 - PIPELINE EASEMENT
 - POWER POLE
 - POWER TOWER
 - EXISTING FENCE



FARM-TO-MARKET ROAD 1432 (40' R.O.W.)
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND ON 11/22/2017 UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature: [Handwritten Signature]
 TITLE: [Handwritten Title]
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 5522
 12/12/17

CivilCorp
 ENGINEERS & SURVEYORS
 1740 DALLAS STREET, SUITE 100
 DALLAS, TEXAS 75201
 (214) 412-1234
 www.civilcorp.com

EASEMENT SURVEY
 ADDRESS: FARM-TO-MARKET ROAD 1432

DRAWN BY: RSJ/JLP
 JOB NO.: 1710228
 FLD. BK. NO.: NA

DATE: 11/28/17
 SCALE: 1" = 400'
 SHEET 1 OF 1

PIPELINE EASEMENT

THE STATE OF TEXAS)
COUNTY OF VICTORIA)

Being a 3.47 acre pipeline easement, 30 feet in width, situated in the Diego Garcia Survey, Abstract No. 39, Victoria County, Texas, said 3.47 acres being across a portion of a 44.515 acre tract of land, described as Parcel No. 1, conveyed from Carolyn Jansky and Marilyn Meischen to Victoria County Navigation District (VCND) by deed dated October 1, 1991 as recorded in Volume 1606, Page 902 of the Deed Records of Victoria County, Texas, across a portion of a 117.01 acre tract of land conveyed from Ruth S. Emmons to VCND by deed dated November 12, 1970 as recorded in Volume 759, Page 219 of the Deed Records of Victoria County, Texas, and across a portion of a 106.82 acre tract of land, described as Tract I and a 9.18 acre tract of land, described as Tract II conveyed from Teresa Fromme to VCND by deed dated January 22, 1965 as recorded in Volume 634, Page 538 of the Deed Records of Victoria County, Texas, said 3.47 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the East corner of the herein described easement, said iron rod being South 53°28'22" West, a distance of 568.12 feet from a 5/8 inch diameter iron rod found for the East corner of the 44.515 acre VCND tract, same being the South corner of a 27.84 acre tract of land conveyed from H.E. Stevenson, et ux to Texas Flow Tankage, LLC as recorded in Official Records Instrument No. 201201437 of said county, and being in the northwest right-of-way line of Farm-to-Market Road 1432 (40' R.O.W.);

THENCE, South 53°28'22" West, with the southeast line of the VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 30.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the South corner of the herein described easement;

THENCE, crossing the VCND tracts as follows:

North 36°35'48" West, a distance of 1,344.96 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

South 53°24'12" West, a distance of 25.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

North 36°35'48" West, a distance of 30.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

North 53°24'12" East, a distance of 25.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

North 36°35'48" West, a distance of 592.21 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

South 34°04'45" West, a distance of 433.77 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

South 47°40'54" West, a distance of 294.39 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

South 53°30'20" West, a distance of 1,093.04 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

North 36°29'40" West, a distance of 121.81 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

South 89°09'25" West, a distance of 622.97 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

South 60°01'51" West, a distance of 329.10 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

THENCE, South 85°59'39" West, crossing the VCND tracts, a distance of 120.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior corner of the herein described easement, said iron rod being in the northeast line of a 21.276 acre tract of land conveyed to Equalizer, Inc. as described in Official Records Instrument No. 201208236 of said county, said iron rod being North 36°30'23" West, a distance of 201.74 feet from a 5/8 inch diameter iron rod found for the East corner of the 21.276 acre Equalizer, Inc. tract;

THENCE, North 36°30'23" West, crossing the VCND tracts, along with the common line of the 21.276 acre Equalizer, Inc. tract, a distance of 35.57 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the West corner of the herein described easement, said iron rod being South 36°30'23" East, a distance of 104.20 feet from a 5/8 inch diameter iron rod found for the North corner of the 21.276 acre tract;

THENCE, crossing the VCND tracts as follows:

North 85°59'39" East, a distance of 132.20 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

North 60°01'51" East, a distance of 329.98 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

North 89°09'25" East, a distance of 646.16 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior angle point;

South 36°29'40" East, a distance of 107.21 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

North 53°30'20" East, a distance of 1,061.52 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

North 47°40'54" East, a distance of 289.29 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior angle point;

North 34°04'45" East, a distance of 472.50 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the North corner of the herein described easement;


THENCE, South 36°35'48" East, crossing the VCND tracts, a distance of 2,009.52 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 3.47 acres of land, more or less.

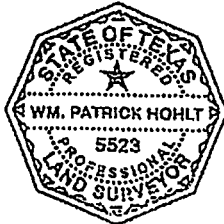
A temporary construction easement will be 50 feet in width, 25 feet on each side of the centerline and will revert to a 30 foot wide permanent easement upon completion of construction and as described above.

All bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

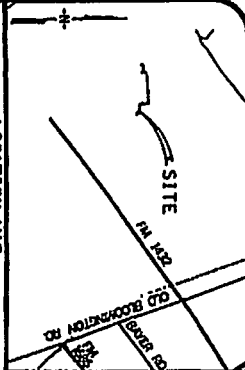
A survey drawing of even date herewith accompanies this legal description.

The foregoing field note description is based on an actual survey made under my supervision in November 2017 and is true and correct to the best of my knowledge and belief.


Wm. Patrick Hohlt 12/18/17
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



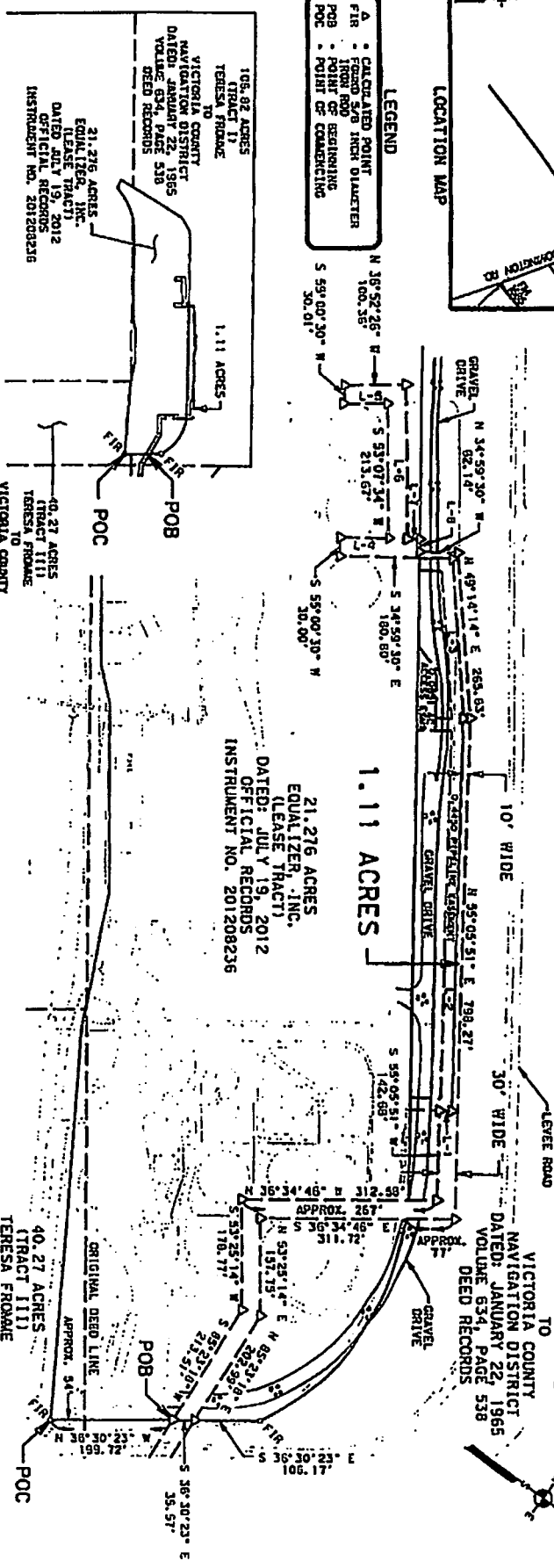
1710228



LEGEND

- CALCULATED POINT DIAMETER
- FROM ROAD
- POINT OF BEGINNING
- POINT OF COMMENCING

BEING A 1.11 ACRE PIPELINE EASEMENT (WIDTH VARIES), SITUATED IN THE DIEGO GARCIA SURVEY, ABSTRACT NO. 39, VICTORIA COUNTY, TEXAS, SAID 1.11 ACRES BEING OVER AND ABOVE SAID PORTION OF SAID 1.11 ACRES LEASE TRACT CONVEYED TO EQUALIZER, INC. BY DEED DATED JULY 19, 2012, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 201208236 OF VICTORIA COUNTY, TEXAS, AND A PORTION OF A 106.82 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, CONVEYED FROM TERESA FROMAGE TO VICTORIA COUNTY NAVIGATION DISTRICT BY DEED DATED JANUARY 22, 1965 AS RECORDED IN VOLUME 634, PAGE 538 OF THE DEED RECORDS OF VICTORIA COUNTY, TEXAS.



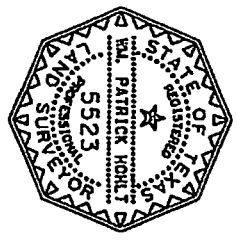
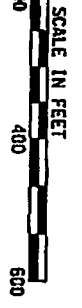
PROPERTY DETAIL
NOT-TO-SCALE

L INEAR DATA

LINE NO.	BEARING	LENGTH
L-1	N 34° 59' 30" W	20.00'
L-2	S 53° 03' 31" W	623.92'
L-3	S 49° 14' 14" W	280.08'
L-4	N 34° 59' 30" W	78.33'
L-5	S 36° 52' 28" E	71.35'
L-6	N 53° 07' 34" E	244.65'
L-7	N 34° 59' 30" W	18.14'
L-8	N 54° 16' 20" E	20.00'

NOTE:

1. THIS SURVEY WAS PERFORMED WITHOUT THE AID OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT MAY AFFECT THE SUBJECT PROPERTY.
2. A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY INSTRUMENT.
3. ALL BEARINGS ARE BASED ON THE TEXAS COGNITIVE SYSTEM OF MEASUREMENT. THE BEARING DISTANCES SHOWN ARE SURFACE AND MAY BE ADJUSTED TO GRID BY DIVISION BY THE COMBINED ADJUSTMENT FACTOR OF 1.000130.



SIGNED: *W.L. Patrick Holt*
W.L. PATRICK HOLT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5523
1/24/12

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND ON 01/17/2012, UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PIPELINE EASEMENT

**THE STATE OF TEXAS}
COUNTY OF VICTORIA}**

Being a 1.11 acre Pipeline Easement (width varies) situated in the Diego Garcia Survey, Abstract No. 39, Victoria County, Texas, said 1.11 acres being over and across a portion of a 21.276 acre lease tract conveyed to Equalizer, Inc. by deed dated July 19, 2012 as recorded in Official Records Instrument No. 201208236 of Victoria County, Texas, and a portion of a 106.82 acre tract of land, described as Tract I, conveyed from Teresa Fromme to Victoria County Navigation District (VCND) by deed dated January 22, 1965 as recorded in Volume 634, Page 538 of the Deed Records of Victoria County, Texas, said 1.11 acre easement being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch diameter iron rod found for the East corner of the 21.276 acre Equalizer, Inc. lease tract, said iron rod also being in a 40.27 acre tract of land, described as Tract III, conveyed from Teresa Fromme to Victoria County Navigation District (VCND) as recorded in Volume 634, Page 538 of the Deed Records of said county, and in the southwest right-of-way line of Levee Road.

THENCE, North 36°30'23" West, with the northeast line of the 21.276 Equalizer, Inc. lease tract and the southwest right-of-way line of Levee Road, passing at an approximate distance of 54 feet the northwest line of the 40.27 acre VCND tract and the southeast line of the 106.82 VCND tract, and continuing for an overall distance of 199.72 feet to a point for the East corner of the herein described easement, said point also being the fieldnote **POINT OF BEGINNING**;

THENCE, crossing the 21.276 Equalizer, Inc. lease tract and the 106.82 acre VCND tract as follows:

South 85°23'18" West, a distance of 213.51 feet to a point for an interior corner of the herein described easement;

South 53°25'14" West, a distance of 178.77 feet to a point for an exterior corner of the herein described easement;

North 36°34'46" West, passing at an approximate distance of 267 feet the northwest line of the 21.276 acre Equalizer, Inc. lease tract, and continuing for an overall distance of 312.58 feet to a point for an interior corner of the herein described easement;

South 55°05'51" West, a distance of 142.68 feet to a point for an exterior corner of the herein described easement;

North 34°89'30" West, a distance of 20.00 feet to a point for an interior corner of the herein described easement;

South 55°05'51" West, a distance of 625.92 feet to a point for an interior corner of the herein described easement;

South 49°14'14" West, a distance of 256.08 feet to a point for an interior corner of the herein described easement;

South 34°59'30" East, crossing the 106.82 acre VCND tract, passing at an approximate distance of 53 feet the northwest line of 21.276 acre Equalizer, Inc. lease tract, and continuing for an overall distance of 180.80 feet to a point for an exterior corner of the herein described easement;

South 55°00'30" West, a distance of 30.00 feet to a point for an exterior corner of the herein described easement;

North 34°59'30" West, a distance of 78.33 feet to a point for an interior corner of the herein described easement;

South 53°07'34" West, a distance of 213.67 feet to a point for an interior corner of the herein described easement;

South 36°52'26" East, a distance of 71.35 feet to a point for an exterior corner of the herein described easement;

South 55°00'30" West, a distance of 30.01 feet to a point for the South corner of the herein described easement;

North 36°52'26" West, a distance of 100.36 feet to a point for the West corner of the herein described easement;

North 53°07'34" East, a distance of 244.65 feet to a point for an interior corner of the herein described easement;

North 34°59'30" West, crossing 21.276 acre Equalizer, Inc. lease tract, a distance of 19.14 feet to a point for an exterior corner of the herein described easement, said point also being in the northwest line of the 21.276 acre Equalizer, Inc. lease tract;

North 54°16'20" East, with the northwest line of the Equalizer, Inc. lease tract, a distance of 20.00 feet to a point for an interior corner of the herein described easement;

North 34°59'30" West, a distance of 62.14 feet to a point for an exterior corner of the herein described easement;

North 49°14'14" East, a distance of 265.63 feet to a point for an exterior corner of the herein described easement;

North 55°05'51" East, a distance of 798.27 feet to a point for the North corner of the herein described easement

South 36°34'46" East, crossing the 106.82 acre VCND tract, passing at an approximate distance of 77 feet the northwest line of the 21.276 acre Equalizer, Inc. lease tract, and continuing for an overall distance of 311.72 feet to a point for an interior corner of the herein described easement;

North 53°25'14" East, crossing the 21.276 acre Equalizer, Inc. lease tract, a distance of 157.75 feet to a point for an exterior corner of the herein described easement;


North 85°23'18" East, crossing the 21.276 acre Equalizer, Inc. lease tract, a distance of 202.99 feet to a point for an exterior corner of the herein described easement, said point also being in the northeast line of the 21.276 acre Equalizer, Inc. lease tract and in the southwest right-of-way line of Levee Road;

THENCE, South 36°30'23" East, with the northeast line of the 21.76 acre Equalizer, Inc. lease tract and the southwest right-of-way line of Levee Road, a distance of 35.57 feet to the **POINT OF BEGINNING**, **CONTAINING** within these metes and bounds 1.11 acres of land, more or less.

All bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

A survey drawing of even date herewith accompanies this legal description.

The foregoing field note description is based on an actual survey made under my supervision in November 2017 and is true and correct to the best of my knowledge and belief.


Wm. Patrick Hohlt
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



1710228-Equalizer

**PORT
OF
VICTORIA**

(Victoria County Navigation District)

TARIFF CIRCULAR NO. 1-A
(Cancels Tariff Circular No. 1)

**RATES, CHARGES, RULES & REGULATIONS
GOVERNING ACTIVITY AND USE OF THE FACILITIES OF
THE VICTORIA COUNTY NAVIGATION DISTRICT**

Issued by:
Board of Commissioners
Victoria County Navigation District
1934 FM 1432
Victoria, TX 77905

**Board of Commissioners
Victoria County Navigation District
Tariff Circular No. 1-A**

Victoria County Navigation District
Tariff No. 1-A

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Victoria County Navigation District
Tariff No. 1-A

SECTION 1 - GENERAL INFORMATION, RULES & REGULATIONS

APPLICATION

ITEM

DESCRIPTION & JURISDICTION OF NAVIGATION COMMISSION

1

The Victoria Barge Canal is a sea level canal with an authorized depth of 12 feet and channel width of 125 feet. It extends approximately 35 miles from an intersection of the Gulf Intracoastal Waterway at San Antonio Bay south of Seadrift Texas. It terminates at Pickering Turning Basin approximately 7 miles south of Victoria, Texas. Two highway bridges cross the canal and have an approximate clearance of 51 feet vertical and 75 feet horizontal. A lift span railroad bridge crosses the channel near Mile Mark 29.4.

Mariners are to consult appropriate authorities and information sources when determining constraints upon navigation in the Victoria Barge Canal and not rely upon information contained herein for the purpose of safe navigation.

The Victoria County Navigation District is administered by five Commissioners having jurisdiction over and control usage of that portion of the Victoria Barge Canal and Navigation District properties which lie within Victoria County, Texas; including the turning basin, industrial development properties and rail switch trackage extending approximately two miles between the turning basin and the UPRR main line.

The Port of Victoria, through its staff, manages the daily requirements of the Victoria County Navigation District. Through a joint administrative agreement, the Port of Victoria further manages the daily requirements of the lower reach of the Canal which lies within Calhoun County, Texas. The administration of this portion of the Canal is within the jurisdiction of the West Side Calhoun County Navigation District, and its Commissioners.

DEFINITIONS

5

The following definitions will apply to this Tariff and all other tariffs which may be prepared by the Victoria County Navigation District:

- (1) AGENT: The party or entity responsible for a request for services or the Owner / Operator of a tow or its equipment upon waters of the Port.
- (2) AUTHORITY or PORT: The Victoria County Navigation District and its agent, the Port of Victoria.
- (3) BERTH: The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked or otherwise secured.
- (4) CONTRACTOR or SUPPLIER: A third party entity engaged by the Port to provide specific services on an exclusive basis to tenants or users of Port facilities or assets which require specified Port operating services as permitted under individually issued Operating or Usage Permits.
- (5) CARGO: The measured product moved by any conveyance on or off the properties of the Authority for which charges will be assessed based on weight, volume or head count.
- (6) DAY: A period of 24 consecutive hours or fractional part thereof.
- (7) DOCKAGE: The charge assessed against a vessel for berthing at a wharf, pier, bulkhead or for mooring to a vessel so berthed.
- (8) EXECUTIVE DIRECTOR: The person serving as Executive Director of the Authority.

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SECTION 1 - GENERAL INFORMATION, RULES & REGULATIONS

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- (9) **FACILITIES:** Any wharf, dock, berth, fleet, shed, warehouse, improved open area, rail track, pipeline, road, equipment, material handling machinery, appliance, land or any structure of any kind which is within the jurisdiction of the Authority and is owned or leased by the Victoria County Navigation District.
- (10) **FLEET:** The areas determined by the Authority to be used for lay berth or services to vessels not engaged in cargo operation.
- (11) **FREE TIME:** The specified period during which cargo may occupy space assigned to it on Authority property free of wharf demurrage or terminal storage immediately prior to it loading or subsequent to the discharge of such cargo on or off the vessel.
- (12) **HANDLING:** The specific service of physically moving cargo between points of rest and any place on the properties of the Authority
- (13) **LINER SERVICE:** Vessels making regular scheduled calls for the receipt and delivery of cargo and/or passengers.
- (14) **LOADING & UNLOADING:** The service of loading or unloading cargo between any place on the facilities and rail cars, barges, lighters or trucks or any other conveyance to or from the facilities.
- (15) **OPERATING or USAGE PERMIT:** A permit document issued by the Port to a tenant which describes a Port provided service and the conditions and requirements for use of the service.
- (16) **POINT OF REST:** The area of any facility of the Authority which is assigned for the receipt of inbound cargo and for the delivery of outbound cargo to or from vessels, consignees, shippers or other transportation conveyance.
- (17) **SHED HIRE:** A service charge for providing a wharf shed for assembling and distributing cargo.
- (18) **STORAGE:** A service provided for the use of facilities for inbound or outbound cargo, from any conveyance, after the expiration of free time.
- (19) **SWITCHING:** The act of and service of placing rail cars on Authority facilities between line haul trackage and Authority trackage and may include the ancillary movement of railcars for spotting, weighing and staging of inbound and outbound cars for tenants and other Port users.
- (20) **TARIFF:** The rates, charges, rules and regulations governing activity, services and use of the facilities of the Victoria County Navigation District as set forth in this agreement and any amendments thereto.
- (21) **TON:** A unit of weight of 2,000 pounds.
- (22) **TRANSLOAD:** The service of transfer of cargo between rail car, vessel or other transport conveyance without an intermediate point of rest.
- (23) **USAGE:** The use of Authority facilities by any rail carrier, lighter, operator, trucker, shipper, consignee, their agents, servants and/or employees when they perform their own Handling, Loading or Unloading; or the use of any facilities for any gainful purpose for which a charge is not otherwise specified.
- (24) **USER:** Any rail carrier, lighter, operator, trucker, tenant, shipper or consignee using the facilities of the Authority.
- (25) **VESSEL:** Includes within its meaning every description of watercraft whether self-propelled or non self-propelled, used or capable of being used, as a means of transportation on water and shall include in its meaning the owner thereof.

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- (26) WHARF: Any wharf, pier, landing, quay or other stationary structure to which may be utilized in the transit or handling of cargo or passengers and shall include other Port facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, distribution, assembling or handling of cargo.
- (27) WHARFAGE: A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.
- (28) WHARF DEMURRAGE: The charge assessed against cargo remaining in or on facilities of the Authority after the expiration of free time unless alternative arrangements have been made for storage.

APPLICATION OF TARIFF

10

The rates, rules and regulations published in this Tariff apply equally to all cargo, users of the waterway, tenants and facilities of the Victoria County Navigation District. The use of Authority facilities constitute an acceptance by the User of all charges, rules and regulations published. The User agrees to pay all charges and be governed by all rules contained herein.

Amendments may be issued to address needed changes or revisions to the Tariff. The Tariff is subject to change without notice at the discretion of the Authority's Commissioners. The Authority's Commissioners reserve the right to determine the charge or interpret the Tariff should it not specifically address the issues at hand so long as it is applied equally.

LIMITATION OF LIABILITY

15

Except for liability under Texas law, if any, for damage caused by its negligence, the Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, channel blockages or acts of God.

The Authority is not a common carrier and does not accept care, custody or control of any cargo or other property while on its wharves, docks, buildings or other facilities managed or controlled by the Authority.

Liability for loss or damage as a result of switching operations on Authority trackage is set forth and governed by contact between the Authority and the rail carrier.

The Authority has jurisdiction over all properties whatsoever, within the District and shall make and enforce such rules and regulations as may be necessary to promote and facilitate traffic, business and to secure safety and equal convenience to all authorized users thereof.

No provision contained in this Tariff shall limit or relieve the Authority from liability for its own negligence, nor require any authorized user to indemnify or hold harmless the Authority from liability for its own negligence.

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SECTION 1 - GENERAL INFORMATION, RULES & REGULATIONS

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AUTHORITY HELD HARMLESS **20**

All Users agree to indemnify and save harmless the Authority from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Authority and the use of its facilities.

DAMAGE TO NAVIGATION DISTRICT PROPERTY **25**

All vessels, owners, agents, tenants and users of Authority facilities shall be responsible for all damage to property and facilities of the Authority resulting from their use. Any such damage shall be repaired and billed against the user responsible, whether or not such damage is caused by negligence or use by operation and/or conduct of third parties participating with them or on their behalf. The expense of replacement or repair will be billed against the responsible party for such damages at cost plus 20%.

For facilities utilized under exclusive or preferential agreements, damage and repair requirements may, as agreed by Authority, be conducted annually through joint survey and subsequent determination of user responsibility.

HOLIDAYS **30**

The Authority observes the following holidays:

- | | |
|-----------------------|--------------------------------------|
| New Year Eve | December 31 |
| New Year Day | January 1 |
| Memorial Day..... | May 30 |
| Independence Day..... | July 4 |
| Labor Day..... | 1 st Monday in September |
| Thanksgiving Day..... | 4 th Thursday in November |
| Thanksgiving Friday | 4 th Friday in November |
| Christmas Eve..... | December 24 |
| Christmas Day | December 25 |
| Good Friday | |

If any holiday falls on a Saturday, the preceding Friday will be the day of observance. If any holiday falls on a Sunday, the following Monday will be the day of observance.

SIGNS **35**

Erection or painting of signs on Authority property or structures is prohibited. Signs may be erected only upon written consent of the Commission subsequent submittal of design, dimension, proposed location, materials of construction, fastenings and method of erection. Authority reserves the right to make modification to the foregoing submittal and to remove any erected sign for lack of maintenance subsequent a written notice and 30-day cure period. Should authority removal be required, removal will be at cost plus 20%.

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DEMURRAGE OR DETENTION Except when caused by its own negligence, the Authority will not be responsible for any demurrage or detention on railcars, vessels or trucks.	40
HARBOR MODIFICATIONS The Authority maintains sole jurisdiction over the waterway, lying within Victoria County, Texas, and any modifications or structures within it. No piles shall be driven nor shall any platform be erected without written permission from the Authority. Furthermore, no modifications or alterations to the bank or waterway are permitted without obtaining written authorization; this includes any of the following: filling in, construction, repair, dredging, removal or demolition of any kind made to the waterfront or channel.	45
INSURANCE The charges provided herein do not include any expense for insurance covering owner's interest in the property, nor will insurance be affected by this District under its policies.	50
ACCESS TO RECORD Vessels, their owners, agents and masters, and all other users of the facilities shall be required to permit access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit correct estimate of charges.	55
PAYMENT OF INVOICES & CHARGES All wharfage and dock usage charges incurred by a shipper in the loading and unloading of commodities at the District's facilities are due and payable to the District within fifteen (15) days after the end of the calendar month in which such wharfage or dock usage charges were incurred. All bills for charges other than for wharfage or for the use of the District's facilities are due upon presentation. Failure to pay any charges incurred by a shipper when due shall place the name of the vessel, its owners and agents, and the shipper upon a delinquent list at which time the use of the Port will be denied. Any charges remaining unpaid 30 days past the date on which they are due shall be subject to an interest charge of 12% per annum calculated on a daily basis for each day over 30 days until paid in full. Prompt written response is required for any charges in dispute or else interest charges will apply. Presentation of bills to owners and agents of vessels or to stevedores is done as a matter of accommodation and convenience, and shall not constitute a waiver of the lien for charges furnished the vessel for which the maritime law provides a lien. The Authority reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, or against cargo loaded or discharged by such vessels or from other users of the facilities of the Authority whose	60

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SECTION 1 - GENERAL INFORMATION, RULES & REGULATIONS

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credit has not been properly established or does not remain in good standing with the Authority. Use of facilities may be denied until such advance payment or deposits are made.

The Authority reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities.

Vessels, their owners and agents, by the loading of cargo from wharves or the discharging of cargo thereon, agree to pay all penalty charges then accrued or which may accrue on such cargo, as well as any charges which may accrue from the removal of such cargo to another part of the wharves for storage elsewhere. These charges shall be assessed against the vessels, their owners and agents responsible for the cargo and making use of a berth as permitted by the Authority.

Vessels, their owners and agents shall make collection of penalty charges before releasing merchandise. The amount of accrued penalty charges may be obtained from the Authority.

FIRE PROTECTION

65

Smoking and the use of open lights or fires in or around facilities of the Authority or on any vessel or rail car within the jurisdiction of the Authority is strictly prohibited.

Handling of explosives is strictly prohibited without the prior written consent of the Authority.

The storage, keeping or use of acid, gasoline, distillates or other liquid petroleum product, except lubrication oil, on properties of the Authority is strictly prohibited. The Authority may authorize acceptable designated areas at the request of a tenant so long as tenant agrees to conform to any requirements of the Authority regarding the material, its use or security of the designated area.

No person may obstruct or interfere with free and easy access in case of fire to any properties or facilities within the jurisdiction of the Authority. No person shall remove or in any manner disturb any fire extinguisher, fire hose, hydrant or any other fire-fighting appliance installed or placed in or upon the port facilities.

SECURITY

70

The facilities of the Port are compliant with the U.S. Maritime Transportation Security Act (MTSA) and as such the Port maintains a Security Plan (SP) that meets the requirements of the MTSA. Such an SP requires posting of the MARSEC level of the facility and calls for implementation of various procedures based on the posted level. Access at all times is controlled and only unescorted access is permitted when the person requiring entry is in possession of a valid Transportation Worker Identification Credential (TWIC). All other persons having business at the Port and requiring access to designated secure areas are required to register in advance with the Port's Facility Security Officer and schedule escorted access.

Any self propelled or non self propelled vessel that uses the port liquid cargo docks within the restricted area to load or unload will be assessed \$31.00 per hour fee for security forces at the Port of Victoria. Verified, shared dock time will result in shared security costs between the two loading parties. This is in addition to any other tariff(s) or fees which may apply. The time will be calculated from the time the vessel arrives

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(docks) until vessel sails (departs). This time will be calculated to the nearest ½ hr. Special requests by a dock user which necessitate security presence will be billed at the full rate charged by the Security Contractor, regardless of whether they have current active loading operations.

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SECTION 2 - REGULATIONS GOVERNING USE OF WATERWAY

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BERTH & FLEET ASSIGNMENTS **200**

Wharf and dock assignments may be governed by tenant agreements granting preferential use or non-exclusive use. Any preferential use shall be monitored and controlled by the tenant. Preferential use will not exclude the Authority to make berth assignment when it deems the facility is underutilized and such assignment will not negatively impact the tenant's operation.

All non-exclusive use wharves and docks are multi-user facilities. Certain interests may have a preferential berth at a facility that allows them to conduct operations upon arrival. Any wharf or dock not so contractually designated is usually assigned by the Port on a first come first served basis subject to the terms, conditions and charges contained herein. Should any conflict or interpretation be required, the Port will determine the order of assignment.

To expedite the handling of vessels and to avoid congestion, the Port may order vessels already in berth to work continuously at their expense. A vessel refusing to work may be ordered to vacate the berth. Once ordered to vacate and notice being given to the master or person in charge, should they fail to comply with the instruction, the owner of the vessel shall be liable for all damage which may arise.

HARBOR & SAFETY REQUIREMENTS **205**

The Port monitors the safety performance of vessel operation upon the waterways within its jurisdiction. All users are responsible for compliance of their vessels to rules which are established to protect people, assets and the environment of the Port, tenants, property owners and other vessels.

- (1) **SPEED:** As stipulated by the US Coast Guard in CFR Title 33, Part 162.75 "Speeding in narrow sections is prohibited. Official signs indicating limited speeds shall be obeyed. Vessels shall reduce speed sufficiently to prevent damage when passing other vessels or structures in or along the waterway."

The maximum speed for all vessels shall be in accordance with CFR Title 33, Parts 83.06 and 164.11. Notwithstanding, vessels shall operate at slow bell or slower entering, while present in, and upon exiting the turning basin, and shall not exceed three miles per hour while passing any wharf, dock, bridge abutment or moored vessel.

- (2) **AUTOMATIC IDENTIFICATION SYSTEM (AIS):** Vessels equipped with AIS, as required by CFR Title 33, Part 164.46, must have the system active while in the jurisdiction of the District, unless the District is notified otherwise in advance.
- (3) **MOORINGS:** All vessels, when not underway, shall at all times be properly made fast using good and sufficient moorings considering the practice of good seamanship, cargo operation and weather considerations present and contemplated.
- (4) **FIRE ALARM:** In the event of a fire on board any vessel not underway, such vessel may sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at a dock to which it is moored. Such signal may be repeated to attract attention. The signal is not a substitute for, but may be used in addition to, other means of reporting the fire.
- (5) **ACCIDENT & COLLISION REPORTING:** Any fire, accident, pollution or other casualty of any kind whatsoever, occurring within the jurisdiction of the Authority

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SECTION 2 - REGULATIONS GOVERNING USE OF WATERWAY

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must be reported. Reporting requirements include incidents of groundings or striking of stationary objects. Reports are to be made in writing by electronic, facsimile transmission or other written form within twenty four hours of the incident to the Executive Director of the Port of Victoria.

- (6) **POLLUTION, OIL & REFUSE:** All vessel owners, agent and operators shall comply with all federal, state or local regulations pertaining to placing or discharging into Authority waters any sewage, garbage, fuels, contaminants or refuse of any kind covered by such laws. Vessels discharging oil from bilge or tanks into Authority waters will be reported to the US Coast Guard and other appropriate authority for prosecution under appropriate federal and state laws or regulations.

Throwing of any rubbish or contaminant into Authority waters is strictly prohibited. Rubbish, garbage, dunnage or other general waste material shall be disposed of only in containers designated for this use and supplied by the vessel owner, agent or operator. Placing of any hazardous material or pollutant into such containers is prohibited. Vessels shall retain aboard any rubbish which cannot be properly placed in designated containers.

- (7) **RULES OF THE ROAD:** All vessels shall comply with the applicable "Rules of the Road" and nothing herein is intended to supersede the regulations pertaining to safe navigation.
- (8) **BUNKERING OF VESSELS:** Bunkering of vessels by tank truck will be permitted at any open dry cargo dock which has been designated to permit such activity. No bunkering shall take place while cargo operations are being performed simultaneously at the same berth. All preventive actions, including a contingent spill plan, for a safe and efficient fueling operation must be established between the delivery carrier and vessel before any transfer commences.
- (9) **VESSEL REPAIRS:** No vessel repairs will be made to vessels involving, welding, burning or other fire risk activity without the issuing of an appropriate hot work permit issued by the USCG Captain of the Port and advisement to the Executive Director of the Port of Victoria. Vessel repairs will be permitted at Authority open berths under the condition that the vessel will not be inoperable during any cargo operation and can be underway upon one hour notice at all other times. The use of any dockside equipment, machinery or idle periods impacting the one hour notice period requires notification and authorization from the Authority
- (10) **REMOVAL OF SUNKEN VESSELS:** It shall be the responsibility of the vessel owner to salvage and/or adequately remove any vessel which may sink in the Authority's jurisdiction. Should a vessel sink while moored or working at facilities owned by the Authority but under an exclusive use agreement to a second party, the second party shall be responsible for its salvage and/or adequate removal in the event the owner fails to act. Vessel owner shall salvage and/or remove said vessel within 48 hours after Authority requests same. If in the discretion of the Authority the vessel constitutes a hazard to navigation or impedes operation of the waterway or facilities of the Authority, arrangements may be permitted for its immediate removal by the Authority at vessel owner's risk and expense. Should the sinking impede operations or the responsible party fail to act, additional penalties of up to \$1,000 per Day may be assessed.
- (11) **LICENSING AND VESSEL REQUIREMENTS - SHIFT VESSELS OPERATING IN BASIN:** All such towboats must be operated at all times by a U.S. Coast Guard licensed Captain, Operator Uninspected Towing Vessel (OUTV); must meet American Waterways Operators Responsible Carriers Program requirements in

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SECTION 2 - REGULATIONS GOVERNING USE OF WATERWAY

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all respects; must meet U.S. Coast Guard Subchapter M Inspection Requirements, as applied to inland towing vessels; and must meet the following standards - minimum 600 horsepower, twin screws, AIS equipped, radar equipped, adequate eye level to see over empty barges, and flanking rudders preferred.

FLEETING **215**

The Authority provides areas specifically established to promote orderly safe mooring areas for vessels awaiting cargo operation or idled in the waterway. The safe mooring areas shall be known as fleeting areas. The Port does not operate as a fleet service and all risk of use rests with the owner/operator. No barges containing hazardous materials are to be fledged and left unattended. Fleeting is available to vessels at a rate of \$150.00 per day for Regulation Barges, \$225.00 per day for Barges exceeding 35ft x 200ft

DOCKAGE **220**

Dockage for all self-propelled and non self-propelled vessels shall be based on Length Overall (LOA) in feet per Day, except Port of Victoria Liquid Chemical Dock which is charged at the posted LOA rate plus \$50 per day.

74 ft. or less, per day	\$ 58.00
75 ft. to 100 ft., per day	\$110.00
101ft. to 200 ft., per day	\$136.00
201ft. to 300ft., per day	\$215.00

Dockage for special event purposes or for government watercraft may be waived by order of the Executive Director.

USE OF LIQUID CHEMICAL DOCK **225**

The Port has available a liquid chemical dock(s) provided to accommodate the transfer of liquid cargoes between barge and shore side facilities or conveyance. The dock's usage is controlled by the issuance of an Operating Permit which provides a third party interest a non-exclusive right to use the dock. The Operating Permit establishes the conditions by which the Port has granted the third party (Permit Holder) the right to conduct operations. All operations are scheduled by and within the control of the Port's Operations Manager or designated Agent. The Permit Holder's operations will be conducted in accordance with all operational procedures established by the Port.

Permit Holders bringing crude oil into the Port of Victoria by barge, blending such cargos on site, and thereafter shipping the blended product across the liquid chemical docks by barge shall be charged 1/2 the designated commodity rate for the inbound product, and the full commodity rate for the outbound blended product. The same will apply for product moving in by rail and leaving by barge or moving in by barge leaving by rail

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Vessels using the liquid chemical dock(s) must observe all applicable operating procedures while alongside port facilities. Any failure to observe the applicable regulations or operating procedures may result in the carrier's inability to call the Port. All users of the liquid chemical dock must utilize the Port's exclusive liquid cargo transfer service provider to conduct commodity transfer operations. Applicable charges for these services are provided to all Permit Holders without discrimination at the Rates Schedule posted in EXHIBIT A plus an additional 10% administrative charge. Rates are periodically adjusted, generally on an annual basis.

BUNKER FEE, TANK TRUCK TO VESSEL

230

Bunkers may be delivered by tank truck per the Harbor and Safety Requirements contained in Item 75 with prior notification to the Port. A charge of \$50.00 per truck is assessed against the vessel for transfer of fuel at Authority facilities.

STATEMENT OF CARGO

235

All vessels, their owners and agents using facilities within the jurisdiction of the Port shall file a certified statement of cargo, which must be properly amended to include all changes or supplements thereto, covering all cargo loaded or unloaded. Such statement of cargo shall be reported on forms and in the manner prescribed by the Executive Director.

The statement of cargo shall be filled within seven (7) days of the arrival or within seven (7) days of the departure of any vessel.

Failure to file the statement of cargo within the time specified shall constitute cause for suspension of vessel privileges until such failure is remedied.

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SECTION 3 - REGULATIONS GOVERNING FACILITIES & CARGO

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STEVEDORE & FREIGHT HANDLING

300

No person, firm, corporation or other business entity that does not hold a valid Stevedore License that is in force and effect shall operate as stevedore or freight handler at facilities owned or leased or otherwise within the managerial control of the Authority. As used in this item, stevedore is an entity engaged in the activity of loading and/or unloading cargo, except bulk liquid; freight handler is an entity engaged in the physical loading or unloading of rail cars or trucks or engaged in any other cargo handling operation, except bulk liquid cargo, in or on the facilities of the Authority.

An application for license with accompanying fee shall be submitted to the Authority. Specific criteria pertinent to the license application are available from the Executive Director. If, upon review by the Authority, the applicant is found ready and able to perform the services requested, the Authority will issue a license for the calendar year. Issuance of the license shall be evidenced by the dated signature of a duly authorized Authority representative on the application letter.

Licenses are granted for a calendar year and renewals must be requested on or about December 1. A license may be revoked or renewal denied if the licensee fails to comply with the Authority's Tariff, is no longer in business or has been inactive over six months unless good cause is demonstrated for inactivity. A license is not transferable.

Transload and intermittent cargo handling services conducted at facilities of the Authority, but not intended to ultimately move on or off a vessel, are not subject to this license provision. Such services must be approved by the Executive Director and meet minimum insurance, credit requirements and other provisions set forth by the Authority.

Stevedore / Freight Handler license application Fee: \$1,000.
Annual Renewal Fee: \$1,000.

FREE TIME, WHARF DEMURRAGE RULES & CHARGES

305

Cargo which is discharged into or onto the wharf facilities or other common use properties of the Authority from rail cars, trucks or vessels, shall be subject to the following provisions:

- (1) Outbound or inbound cargo intended for delivery to or received from a vessel is granted fifteen (15) days free time which includes Saturdays, Sundays & Holidays. Free time begins the first 7:00 a.m. after cargo is removed from the barge or vessel and ends when all cargo is removed from the wharf.
- (2) After expiration of free time, the following wharf demurrage charges will be assessed on cargo discharged into the facilities or open areas of the Authority. **CHARGE:** On all cargo, ten cents (\$.10) per net ton for each day or part thereof.
- (3) To encourage business, cargo may be assigned space for additional free time of thirty days. The free time accorded under this provision will be subject to availability of suitable open space and to the making of arrangements for the use thereof in advance of the cargo arrival.
- (4) Cargo delivered to the port for water transport but subsequently not shipped is subject to wharf demurrage charges with no free time allowance, commencing with the date of arrival at the port.
- (5) Wharf demurrage charges are for the account of the vessel, owner or agent for inbound cargo and for the account of the cargo owner, shipper, receiver or their

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agents for outbound cargo. The Authority reserves the right to hold cargo at its initial point of rest or move it at the risk and expense of the owner to another location. The Authority may place a lien on the cargo for accrued charges under this provision.

HANDLING HAZARDOUS MATERIALS	310
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Materials classified as hazardous by the USCG or DOT will be accepted by the Authority for handling in waterborne commerce only if such materials and the way they are handled conforms with all rules and regulations promulgated by those agencies. Conformance is required to such further OSHA, federal, state and municipal ordinances issued pursuant thereto.

The Authority may refuse the use of its facilities for the handling of such hazardous and dangerous materials which are considered an undue risk to its facilities, their users, tenants and/or the citizens within the Victoria County Navigation District.

USE OF CRANES ON FACILITIES	315
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No track-propelled material handling equipment is permitted for use on improved properties of the Authority, including all docks, stabilized areas and roadways, without suitable precautions being taken. All operating areas shall be covered by steel plate, crane mats or other pre-approved protective materials while in use or motion. Outriggers applicable to other mobile equipment use shall also require appropriate surface protection while deployed.

Cranes engaged in cargo operations on the docks, stabilized areas, and roadways of the Port shall pay a \$250.00 per day per crane dock usage charge per calendar day or fraction thereof.

CLEANING OF WHARVES & SHEDS	320
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Users of wharves, transit sheds and other facilities of the Authority are held responsible for cleaning the property utilized. Cleaning and removal of equipment to assigned areas must be completed within 24 hours of operation completion or sooner if directed. Failure to do so will result in the port performing the work with all expense charged to the responsible party at cost plus 20%. A minimum charge of \$300 will be assessed.

USAGE OF PORT OF VICTORIA LAYDOWN AREAS	325
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Users of the Port of Victoria laydown areas will be assessed a fee per acre, or any portion thereof, per thirty (30) day period, to range from \$350 to \$600 per acre depending upon location. Area will be restored to prior condition upon completion of cargo removal. Failure to do so will result in the Port performing the work with all expenses charged to the responsible party at cost plus 20%. A minimum charge of \$500 will be assessed.

RAIL OPERATIONS & TRANSLOADING	330
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The Port maintains rail track for the use of tenants and customers of its facilities. The Port is served by the UPRR and BNSF. Use of Port track is governed by the

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SECTION 3 - REGULATIONS GOVERNING FACILITIES & CARGO

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granting of a Rail Usage Permit that outlines the manner and conditions under which rail switching will be provided. The Port reserves the right to coordinate use based on utilization and preference deemed in the best interest of the Port and all its users.

All users of the Port's rail switching services must utilize the Port's exclusive rail switching service Supplier. Applicable charges for these services are provided to all Rail Usage Permit holders without discrimination at the Rates Schedule posted in EXHIBIT B, plus a 5% per railcar administrative fee. Rates are periodically adjusted, generally on an annual basis.

All switch fees or other rail charges are for the account of the user. Transloading taking place on port facilities not under lease are subject to prior approval and the user will be assessed a \$35.00 per car transload fee in addition to any other charge herein.

Manifest car have 3 days free time to accomplish the transfer at which point a \$20 a day per car storage rate will apply. Unit Trains will have 10 days free time to accomplish the transfer at which point a \$5 a day per car storage rate will apply. The Authority retains the right to control its facilities based on demand or special circumstances. The Authority has the right to request any cars to be moved at any time and if cars are not moved within 72 hours a charge of \$150 a day per car will be apply.

OVER DIMENSIONAL & OVERWEIGHT CARGO	335
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Over dimensional (any two dimensions, L x H x W > 11ft.) and/or overweight (>35 net ton) cargo has a unique impact on facilities and utilization. For all operations involving over-dimensional and/or over-weight operations, including all Lift on - Lift off and Roll on - Roll off operations, a dock use charge of \$1,000 per day applies. The charge is in addition to any other applicable charges contained herein.

TRANSSHIPMENT OF CARGO	340
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Cargo, which is discharged from a vessel and intended for transshipment will be assessed wharfage on the outward movement if reloaded within seven days of initial placement. If cargo remains beyond the seventh day, the inbound and outbound wharfage will be assessed.

DIRECT TRANSFER OF WATERBORNE CARGO	345
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The Authority will assess a terminal use fee of 20% per ton above the prevailing wharfage rate for any cargo which does not result in placement to a point of rest on Authority facilities. Charges are assessed against the responsible party for wharfage charges. The charge is in addition to any other applicable charge herein.

Victoria County Navigation District
Tariff No. 1-A

SECTION 4 - WHARFAGE CHARGES

COMMODITY	WHARFAGE	ITEM
<p style="text-align: center;">All wharfage charges are in cents per Ton (2000 pounds) unless otherwise noted. Containerized cargo will be assessed wharfage based on the cargo content of the container.</p>		
GENERAL CARGO N.O.S.	2.47	400
DRY BULK		
Fertilizer (tons)	.46	405
Aggregate(over Port's Facility)	.44	
Coal & pet coke	.66	
Grain	1.10	
Barite	1.10	
Pelletized Gypsum	.45	
IRON & STEEL STRUCTURAL		
< 45' Length	1.38	410
> 45' Length	2.20	
IRON & STEEL ARTICLES		
Coils, plates, billets, slabs, scrap, pipe and wire	.83	
Pipe via Rail car (per car)	255.00	
LIQUID BULK COMMODITIES (via pipeline or rail, cents per ton)		
Fertilizers	.32	415
HazMat	.46	
ETHANOL (via pipeline, cents per barrel)		
0 to 750,000	.14	455
750,000 to 1,500,000	.12	
1,500,000 and above	.10	
CHEMICALS AND PETROCHEMICALS (via pipeline, cents per barrel)	.08	460
CRUDE PETROLEUM (via rail cents per barrel)	.11	465
CRUDE PETROLEUM, CONDENSATE, and other LIQUID HYDROCARBONS		
(via pipeline, cents per barrel, Port tenants)		470
0 to 500,000	.10	
501,000 and above	.06	
(via pipeline, cents per barrel, non-tenants)		
0 to 500,000	.12	
501,000 and above	.08	

Victoria County Navigation District
Tariff No. 1-A

SECTION 4 - WHARFAGE CHARGES

COMMODITY	WHARFAGE	ITEM
SAND, all grades, to include frac sand (over Port facilities)	1.10	475
CONTAINERS	\$25.00	480
Plus contents per short ton	1.24	
OVER-DIMENSIONAL & OVER-WEIGHT	3.26	485

Victoria County Navigation District
Tariff No. 1-A

SECTION 4 - WHARFAGE CHARGES

COMMODITY	WHARFAGE	ITEM
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Exhibit A
Victoria County Navigation District
Port's Service Provider Rate Schedule

Subject to compliance with all operational procedures and in accordance with requirements contained in the Operating Permit, liquid cargo services are provided according to the following rate schedule:

Call Out Dock Operator

First 40 Hours	\$45.00
Hourly rate after 40 hours	\$45.00
Holiday Hours	\$90.00

Call-Outs

A minimum 4 hour call-out fee will be assessed when an order is placed and accepted for which an employee is called out but does not perform the intended service that is beyond their control. An applicable mileage fee will also apply.

Holiday Pay

All work performed on the following Holidays will be charged at two times the normal straight time rate. New Years Eve, New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. The charges for work performed on these Holidays contained in this Exhibit for this service are independent from any other Holidays or purposes identified elsewhere in the Tariff.

Mileage

Local mileage charge may apply per individual, per job

Miscellaneous Fees

Any special equipment or additional service not listed on the above rate schedule will be discussed and agreed upon with our client prior to billing.

Exhibit C
Victoria County Navigation District
Well Water Rate Schedule

Subject to compliance with all operational procedures and in accordance with requirements contained in the Railroad usage Permit, rail switching services are provided according to the following rate schedule:

Switching Fees for Non-Hazardous Materials Railcars:

Switching Fees for Manifest Cars	\$165.00 per car
Switching Fees for Unit Trains	\$165.00 per car

Switching Fees for Hazardous Materials Railcars:

Switching Fees for Hazardous Materials Railcars that require Placards, per DOT **\$200.00 per car**

NOTE: Railcars containing crude oil are billed at the hazardous materials rate

Fuel Surcharge:

A fuel surcharge will be applied if the benchmark rate of WTI crude oil rises above \$90.00 per barrel, as reported by NYMEX using the nearby futures price at the commencement of each calendar month.

The fuel surcharge is \$2.00 per car for each \$5.00 increment of the benchmark price increase.

Additional Fees and Charges:

Any special equipment or service required by the holder of a Rail Usage Permit which is not listed in this Rate Schedule will be discussed and a fee agreed upon prior to commencing the activity. All requests for additional services should be requested in written or email communication to the Port.

Exhibit C
Victoria County Navigation District
Well Water Rate Schedule

Base Rate of \$ 75.00 per month for industrial /commercial water use, up to 2,000 gallons per month.

\$ 3.75 per 1,000 gallons used thereafter.

ISSUED: November 1, 2001

EFFECTIVE: July 23, 2020
AMENDED: July 15, 2020
Exhibit C



RESOLUTION
AUTHORIZING APPLICATION for EDA CARES ACT RECOVERY
ASSISTANCE AND CONFIRMING NON-EDA MATCH REQUIREMENTS
FUNDING AVAILABILITY

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

WHEREAS, the government of the United States of America has enacted The Coronavirus Aid, Relief, and Economic Security (CARES) Act providing the Economic Development Administration (EDA) with \$1.5 billion for economic development assistance programs to help communities prevent, prepare for, and respond to coronavirus; and

WHEREAS, the EDA CARES Act Recovery Assistance, which is being administered under the authority of the flexible Economic Adjustment Assistance (EAA) program (the "Program"), provides a wide-range of financial assistance to communities and regions as they respond to and recover from the impacts of the pandemic; and

WHEREAS, the Victoria County Navigation District (the "District") has been negatively impacted as a result of the coronavirus pandemic and is eligible to apply for assistance under the Program; and

WHEREAS, the District intends to utilize any funds realized through the Program to assist in the Port of Victoria Rail Expansion Project for the development, construction, and operation of additional rail infrastructure at the Port of Victoria's North Industrial Site located along the Channel to Victoria in Victoria County, Texas (the "Project").

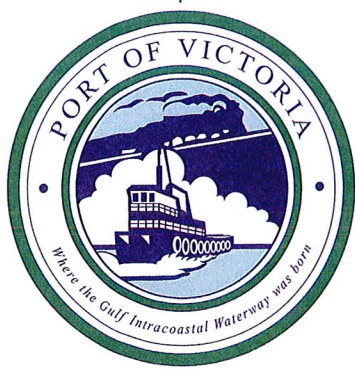
NOW THEREFORE, BE IT RESOLVED and ordered that Sean Stibich, the Executive Director of the Victoria County Navigation District, is authorized and designated as the District representative to apply for, accept, decline, modify, or cancel the contemplated application for EDA CARES Act Recovery Assistance in connection with the Project, and is further authorized to execute all documents necessary to apply for and accept any funds received through the Program on behalf of the District; and

BE IT FURTHER RESOLVED that the District, acting by and through its duly appointed Navigation and Canal Commissioners, hereby acknowledges and confirms the Non-EDA fund matching requirements of the Program, and confirms the availability of funds to meet such requirements not to exceed \$4,000,000.00.

VICTORIA COUNTY
NAVIGATION DISTRICT

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

www.portofvictoria.com



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

Approved this 21st day of July, 2020.

Robby Burdge, Chairman

Byron Burris, II, Vice-Chairman

Elton Calhoun, Commissioner

Donald R. Pozzi, Commissioner

John H. Gilley, IV, Commissioner

VICTORIA COUNTY
NAVIGATION DISTRICT

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

www.portofvictoria.com

July 15, 2020

VIA EMAIL ONLY

Victoria County Navigation District
Sean Stibich, Executive Director
1934 FM 1432
Victoria, TX 77905
sean@portofvictoria.com

Re: Request for an Expanded Rail Service Location on Union Pacific at Dernal, TX

Dear Mr. Stibich:

Union Pacific (“UP”) has reviewed Victoria County Navigation District’s (“Company”) proposal for a rail facility expansion at Dernal, Texas. Any track operated by UP must be covered by an Industry Track Agreement (“ITA”) which includes terms for construction, maintenance and operation of the new tracks. Company will receive a draft version ITA following UP’s acceptance of the track constructino drawings for this project.

The Dernal, Texas proposal involves UP work associated with engineering design review, construction coordination, track inspection and project management activities (“Engineering Work”). Company must remit a payment of \$13,130 for the Engineering Work to begin.

In the event Company is not progressing their design efforts, evidenced by inactivity for a period of twelve (12) months, UP reserves the right to require Company to return to the beginning of UP’s track authorization process, including, without limitation, a fresh review of Company’s proposed conceptual plan.

In the event Company decides not to proceed with track construction, upon written notification to UP concerning cancellation of the project, we will issue a refund to the entity that submitted the payment to UP based on the progress of your project up to the time of written notice of cancellation. If 10% drawings have not been received via the Engineering Document Exchange (“EDS”) a full refund less a \$500 administrative fee will be issued. If only the 10% drawing has been received after acceptance of this Agreement, a 75% refund will be issued. If a 30% drawing set has been received via EDS a 50% refund will be issued. If a construction drawing set has been received via EDS a 25% refund will be issued. If an Exhibit A has been marked as Accepted via EDS no refund will be issued.

Please sign and return a copy of this Letter Agreement to NID_Track_Agreement@UP.com. This Letter Agreement will be accepted by UP upon receipt of the \$13,130 payment. If you require formal billing, you may consider this letter as a formal bill.

Signatures on next page

ACKNOWLEDGEMENT: I HAVE READ AND UNDERSTAND UP'S REQUIREMENTS FOR RAIL SERVICE AS SET FORTH ABOVE:

VICTORIA COUNTY NAVIGATION DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

UNION PACIFIC RAILROAD COMPANY

Tammy Anderson
Lead Manager – Industrial Development
Network, Economic and Industrial Development
Telephone (402) 544-2305
E-mail: tlanderson@up.com

Date: _____

RESOLUTION
AUTHORIZING A ROADWAY IMPROVEMENT PROJECT
AT THE PORT OF VICTORIA NORTH INDUSTRIAL SITE

WHEREAS, an Advance Funding Agreement for the roadway improvement project identified herein has been entered into by and between the State of Texas, acting by and through the Texas Department of Transportation (the “State”) and the Victoria County Navigation District, acting by and through its duly authorized Navigation and Canal Commissioners (“Local Government”); and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, the State and Local Government desire to enter into a joint effort to undertake and complete roadway improvements generally described as the construction of queuing lanes on Weaver Road and a right turn lane and illumination on FM 1432 in Victoria County, Texas, (the “Project) passed by the Texas Transportation Commission in Minute Order 115752 dated May 28, 2020; and

WHEREAS, the total commitment for the Project is \$1,908,135.00 representing a 75 percent State share and a 25 percent Local Government share; and

WHEREAS, Local Government ensures it will adhere to applicable federal and state laws requiring local governments to meet certain contract standards relating to the management and administration of State and federal funds;

NOW THEREFORE, BE IT RESOLVED and ordered that Sean Stibich, the Executive Director of the Victoria County Navigation District, is the designated Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Project and execute all other necessary documents to accept said grant on behalf of Local Government; and

BE IT FURTHER RESOLVED that Sean Stibich, Executive Director of the Victoria County Navigation District is designated as the Financial Officer for this grant.

Approved this 21st day of July, 2020.

Robby Burdge, Chairman

Byron Burris, II, Vice-Chairman

Elton Calhoun, Commissioner

Donald R. Pozzi, Commissioner

John H. Gilley, IV, Commissioner

CSJ #:	
District #:	13- Yoakum
Code Chart 64 #:	
Project Name:	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For a Texas Mobility Fund Grant
To Victoria County Navigation District
For A Public Transportation Project On-System**

THIS ADVANCE FUNDING AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “Department,” and Victoria County Navigation District, acting by and through its duly authorized officers, called the “Local Government,” (individually the “Party” and collectively the “Parties” to this Agreement).

WITNESSETH

WHEREAS, Article III, Section 49-k of the Texas Constitution (Constitutional Provision) created the Texas Mobility Fund (TMF) in the State Treasury and provides that the TMF shall be administered by the Texas Transportation Commission as a revolving fund to provide a method of financing the construction, reconstruction, acquisition, and expansion of state highways and to provide participation by the Texas Transportation Commission in the payment of a portion of the costs of constructing and providing publicly-owned toll roads and other public transportation projects, in accordance with the procedures, standards and limitations established by law; and

WHEREAS, the 86th Texas Legislature required that, from any available source of revenue and/or balances in the TMF, an amount not to exceed \$20,000,000 in each fiscal year of the 2020-2021 biennium shall be allocated to provide funding for public roadway projects selected by the Port Authority Advisory Committee and approved by the Commission to improve connectivity to Texas ports, under the General Appropriations Act (HB 1, 86th Texas Legislature, 2019, Rider 38, page. VII-29); and

WHEREAS, the Local Government submitted a request to the Department for state participation in the form of a grant of funds to pay a portion of the costs of construction of a public transportation project to Construction of queuing lanes on Weaver Road and a right turn lane with illumination on FM 1432 (Project), as selected by the Port Authority Advisory Committee; and

WHEREAS, by Minute Order 115752 dated May 28, 2020, attached hereto as Attachment A; Minute Order for TMF Funds, the Texas Transportation Commission approved state participation in the form of a grant in an amount not to exceed \$1,908,135.00 from the Texas Mobility Fund (the “TMF funds”) to pay a portion of the Project as described in this Agreement, and authorized the Executive Director of the Department or his designee to take all actions necessary to effect the purposes of the minute order; and

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WHEREAS, the governing body of the Local Government passed a Resolution on July 21, 2020, attached to and made a part of this Agreement as Attachment B, Resolution or Ordinance, authorizing the Local Government’s authorized representative to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last Party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed and all excess funds are disbursed, unless earlier terminated as provided in this Agreement.

2. Scope of Work

- A.** The scope of work of the Project is as follows: Add truck queuing lanes and roadway illumination to improve safety near Port operations.
- B.** A map showing the Project appears in Attachment C, Location Map Showing Project, which is attached to and made a part of this Agreement.

3. Local Government Project Sources and Uses of Funds

- A.** The maximum amount of the Department’s participation in the Project is \$1,908,135.00 as shown in Attachment D, Project Budget (Attachment D), which is attached to and made a part of this Agreement. The Department will pay money in an amount not to exceed \$1,908,135.00 to the Local Government from the TMF on a reimbursement basis, to be used for construction (by the Local Government) of the Project, called the “Eligible Project Costs”. The Department will pay for only those Eligible Project Costs that have been approved by the Texas Transportation Commission. The Local Government shall not make or implement any changes to the Project scope without the written approval of the Department. The Local Government is responsible for all other Project costs, including 100% of the cost of any work performed under its direction or control before the Department spending authority is formally obligated.
- B.** If requested by the Department, the Local Government shall reimburse the Department for any TMF funds paid under this Agreement that are used for costs that are not Eligible Project Costs in a manner determined by the Department. If all of the TMF funds are not used for the payment of Eligible Project Costs within 10 years of execution of this Agreement or if the Department determines that the Local Government will not be able to use the TMF funds for the Project, the Local Government shall perform an audit of the TMF funds that were spent on Eligible Project Costs, subject to approval by the Department, and at the Department’s option shall use any excess TMF funds paid under this Agreement for additional

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Eligible Project Costs or use them for other legally authorized purposes as approved by the Department.

- C.** The Department will be responsible only for the Department’s share of the funding required for the development and construction of the Project as specified in this Agreement, such amount being the maximum liability of the Department under this Agreement.
- D.** The Local Government will be responsible for all non-federal or non-Department participation costs associated with the Project, otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement, including any costs of completing the Project that exceeds the amount provided by the Department under this Agreement.
- E.** Upon completion of the Project, the Local Government will perform an audit of the TMF funds that were spent on Eligible Project Costs, subject to approval by the Department, and may, at the Department’s option, use any excess TMF funds not paid under this Agreement for additional Eligible Project Costs or use them for other legally authorized purposes as approved by the Department.
- F.** The State Auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
- G.** Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement may be terminated immediately by the Department with no liability to either Party.
- H.** Since the Department’s payment is a reimbursement to the Local Government on a cost basis as shown in Attachment D, the Local Government is authorized to submit requests for reimbursement in accordance with Section 4 below.
- I.** The Local Government shall provide the Department any information needed to timely deliver the funds to the Local Government’s depository bank, which must be approved by the Department, in a separate account that is dedicated to the payment of Project costs.
- J.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the Department, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation.” The Local Government shall provide the certificate of qualification to the Department. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of

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the Project. The Department in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

4. Disbursement of TMF Funds

- A.** The Local Government will deliver to the Department prior to each disbursement a certificate requesting a reimbursement in which the Local Government accounts for all TMF funds disbursed under this Agreement and certifies that the disbursement, when added to the amount of all prior disbursements under this Agreement, will not exceed the total amount of funding authorized under this Agreement. Such certificates may not be delivered more frequently than monthly and not later than ninety (90) days after costs are incurred.
- B.** Funds to be made available pursuant to this Agreement shall be disbursed promptly upon receipt and formal acceptance by the Department of a request for reimbursement from the Local Government in a format acceptable to the Department which complies with the requirements in this Agreement and which shall also include the following:
 - (1) the amount requested;
 - (2) a description of the use of the funds requested; and
 - (3) copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.
- C.** The Department shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, the Local Government will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The Parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for the Local Government to advance the Project and meet its obligations.
- D.** The Local Government shall submit to the Department for its approval an annual budget of Project costs payable from the grant funds for the upcoming fiscal year of the Local Government that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably required by the Department (the "Construction Budget"). If the Local Government determines that it will incur costs that were not included in the Construction Budget, the Local Government shall provide a revised Construction Budget to the Department.
- E.** The Department has thirty (30) calendar days from receipt of a revised Construction Budget to notify the Local Government in writing of the Department's approval of the revised Construction Budget. Failure to notify the Local Government of approval or disapproval of the Construction Budget within thirty (30) calendar days shall be considered deemed approval of the Construction Budget. Construction Budget approval by the Department is conditioned on verification by the Department that the anticipated grant disbursements can be made in the anticipated timeframe.
- F.** If the Department disapproves the revised Construction Budget, it shall specify, in writing (issued within the initial thirty (30) calendar day review

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period), the reasons for disapproval. The Local Government may resubmit the revised Construction Budget in a manner which addresses the issues raised by the Department. The Department shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If the Department disapproves the resubmittal, it shall specify, in writing (issued within the ten (10) business day review period), the reasons for disapproval. Additional resubmittals will be processed in the same manner.

- G. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, the Department shall have the right to review such work product as a condition to making a requested disbursement.

5. Non-Performance, Stop Work Orders, and Termination of this Agreement

This Agreement shall remain in effect until the Project is completed or all TMF funds are used in accordance with this Agreement, unless:

- A. The Agreement is terminated in writing by the Parties; or
- B. The Agreement is terminated by the Department because of non-performance or a breach by the Local Government, subject to the following provisions:
 - (1) NON-PERFORMANCE. The Department shall provide notice to the Local Government of the occurrence of any circumstances deemed by the Department to be non-performance by the Local Government under this Agreement. Within thirty (30) days of receipt of the Department’s notice, the Local Government shall remedy the non-performance and notify the Department of the remedy effected, or shall provide written notification to the Department of the actions it has taken to address the non-performance. The Parties agree that any of the following occurrences constitutes non-performance by the Local Government under this Agreement:
 - (a) the Local Government fails to complete the Project in accordance with this Agreement, other than because of the failure of the Department to deliver the TMF funds as provided herein, because of force majeure, or because of any other reason allowed in this Agreement;
 - (b) the Local Government expends TMF funds on anything other than Eligible Project Costs without reimbursing the Department in accordance with this Agreement; and
 - (c) the Local Government fails to use the TMF funds in accordance with this Agreement.
 - (2) STOP WORK ORDERS.
 - (a) Stop Work Order. The Department may issue a written Stop Work Order (SWO) to the Local Government at any time for any violation of this Agreement, including non-performance. The SWO shall provide the Local Government with notice of the facts underlying the determination to issue the SWO. The SWO may require an immediate cessation of work or the cessation of work at a definite future date. The SWO shall provide the Local Government with a definite limited time to cure the conditions underlying the SWO.

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- (b) Local Government's Response. The Local Government shall provide a written response to the SWO and shall provide the Department with a detailed plan to address and cure the conditions supporting the SWO. The Local Government shall provide the response within three (3) business days from its receipt of the SWO.
- (c) Department's Reply. The department may accept, reject or amend the Local Government's request for opportunity to cure the conditions supporting the SWO and shall provide notice of such action to the Local Government within three business days of receipt of the response. The Department may issue an amended SWO that allows resumption of work contingent upon the Local Government's execution of the plan to cure. The amended SWO may modify the Local Government's plan to cure only in a manner consistent with the terms and conditions of this Agreement.
- (d) Local Government's Option. The Local Government shall notify the Department within three (3) business days whether it accepts the amended SWO. If the Local Government does not accept the amended SWO, the Department may terminate this Agreement. Upon successful completion of the plan to cure the conditions underlying the SWO, the Local Government shall continue work to complete all obligations under this Agreement.

(3) TERMINATION.

- (a) Subject to the notice and opportunity to cure provisions herein, the Department may terminate this Agreement at any time for non-performance. Termination shall be effective thirty (30) days after the Local Government's receipt of written notice of termination. Upon receipt of such notice, the Local Government shall immediately discontinue all work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement as directed by the Department.
- (b) Within thirty days of the notice of termination, the Local Government shall submit a statement showing in detail the work performed, any payments received by the Local Government, and any payments made by or due from the Local Government to any contractor pursuant to the terms of this Agreement prior to the date of termination, all in the form of a final audit.
- (c) The Local Government elects not to proceed with the Project, after the completion of preliminary engineering, specifications, and estimates (PS&E), because of insufficient funds, in which case the Local Government agrees to use all unused TMF funds paid under this Agreement that are not expended on Eligible Project Costs for additional Eligible Project Costs or use them for other legally authorized purposes as approved by the Department; or – **Not Applicable**

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the Parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either Party and shall be cumulative.

8. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures.

9. Environmental Assessment and Mitigation

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project subject to this Agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of documents required for the environmental clearance of the Project.
- E. Before the advertisement for bids, the Local Government shall provide to the Department written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The Local Government has responsibility for the Project, including the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the industry standards applicable to the Project, including the Local Government's applicable Design Criteria, Specifications, Standard Drawing, and Directive Drawing standards. For highway projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional

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Project Name:	

services, the Parties to this Agreement must comply with Texas Government Code 2254, Subchapter A.

12. Construction Responsibilities

- A.** The Local Government is responsible for administration of any construction contracts for the Project and shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project in compliance with applicable law. Administration of a contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract.
- B.** Projects must be authorized by the Department before the Local Government awards the construction contract to the contractor.
- C.** The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- D.** Upon completion of the Project, the Party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion that is acceptable to the Department. The Notice of Completion shall certify that the Project has been completed and all necessary inspections have been conducted.
- E.** The Department may require reports on the progress of the Project. If requested in writing, the Local Government shall submit to the Department, for each succeeding thirty (30) day period (hereinafter a "month" or "reporting period") following the execution of this Agreement and until the completion of the Project, a report of the work performed during the preceding month, which shall contain, at a minimum, the following:
 - (1) a brief description of the progress of work since the last report, including each activity performed and the percentage of total completion of each and every activity;
 - (2) a description of any problems encountered during the reporting period that may affect the construction of the Project, or that may inhibit the completion of, or cause a change in, any objectives or costs of the Project;
 - (3) a description of actions, if any, the contractor(s) or the Local Government intends or proposes to take to correct all problems identified in subparagraph (2) above; and
 - (4) any perceived or anticipated changes in the schedule, objectives, or costs for the Project.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned facilities and equipment after completion of the work.

14. Right of Way and Real Property

- A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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acceptable to the Department before funds may be expended for the improvement of the right of way or real property.

- B.** If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the Department or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C.** All Parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the Department and its representatives for review and inspection.
- D.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the Department, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E.** In the event real property is donated to the Local Government after the date of the Department's authorization, the Local Government will provide all documentation to the Department regarding fair market value of the acquired property. The Department will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The Department will not reimburse the Local Government for any real property acquired before execution of this Agreement, if applicable.
- F.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the Department for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the Department and to submit to the Department a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the

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determined values, together with a copy of information or reports used in calculating all determined values.

- H.** If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the Parties to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the Department prior to its execution. A copy of the executed agreement shall be provided by the Department.

15. Notices

All notices to either Party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that Party at the following address:

Local Government	Department
Victoria County Navigation District Attn: Executive Director 1934 FM 1432 Victoria, Texas 77905	Texas Department of Transportation Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either Party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The Department and the Local Government agree that neither Party is an agent, servant, or employee of the other Party and each Party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the Local Government shall remain the property of the Local Government. All data prepared under this Agreement shall be made available to the Department without restriction or limitation

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on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. The originals shall remain the property of the Local Government. At the request of the Department, the Local Government shall submit any information required by the Department in the format directed by the Department.

19. Compliance with Laws

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, licensing laws, regulations, and the Texas Uniform Grant Management Standards. When required, the Local Government shall furnish the Department with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

21. Inspection of Books and Records

- A. Duty to Maintain Records. The Parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to Project costs incurred under this Agreement in accordance with Generally Accepted Accounting Principles. The Local Government shall also require its contractors to maintain financial accounting records consistent with Generally Acceptable Accounting Principles and with state laws applicable to government accounting. All accounting and other financial documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred.
- B. Duty to Retain Records. The Local Government shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable state law relating to retention and access to records. The Department requires the Local Government to retain all records related to this Agreement for a period of four (4) years after submission of the audit upon completion of the Project and any litigation or claims regarding the Project or this Agreement are resolved.
- C. Access to Records. The Local Government shall make Project materials available to the Department for review and inspection at its office during the contract period and for four (4) years after submission of the audit upon completion of the Project and any litigation or claims regarding the Project or this Agreement are resolved. Additionally, the Department and the Local Government shall have access to all the records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Local Government understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Tex. Gov't Code, Chapter 552, and that such

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documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The Local Government shall promptly respond to a request by the Department for copies of any of the Local Government's records related to this Agreement.

22. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

23. Investment and Collateralization of Funds

The Local Government shall deposit the TMF funds in a state depository bank designated by the Texas Office of the Comptroller and approved by the Department, and the funds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256; and shall be adequately collateralized in a manner sufficient to protect the Department's interest in the Project that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

24. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with state funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

25. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

CSJ #:	
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26. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Force Majeure

Unless otherwise provided, neither the Local Government nor the Department nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance of a requirement contained in this Agreement caused by *force majeure*, meaning a failure or delay in a Party's performance under this Agreement that is caused by acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non- performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

28. Survival of Terms and Conditions

- A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:
 - (1) the Parties have expressly agreed shall survive any such termination or expiration, if any; or
 - (2) by their nature, would be intended to be applicable following any such termination or expiration.
- B. The Parties expressly agree that the following terms and conditions survive the termination of the Agreement, regardless of the reason for the termination.
 - (1) Section 3.B. and 3.F., regarding the use of the TMF funds.
 - (2) Section 6. Remedies.

29. Non-Assignability

The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the Department.

30. Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the Department and the Local Government and no prior or contemporaneous oral or written promises or representations shall be binding on either Party. No modification of any provision of this Agreement shall be effective except by written amendment executed by an authorized representative of each Party.

31. Required Notice

The Local Government shall promptly notify the Department of any adverse change in the activities, prospects, or conditions (financial or otherwise) of the Local Government

CSJ #:	
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relating to the Project, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Agreement.

32. No Waiver

The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

33. No Debt Created

Each Party agrees and understands that, by this Agreement, the State of Texas, acting through the Department, is not lending its credit or in any manner creating a debt on behalf of the State of Texas.

34. Law

The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of this state. The Parties understand and agree that this Agreement is for the provision of financial assistance for the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Victoria County. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the Department shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State of Texas or the Department.

35. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #:	
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THIS AGREEMENT IS EXECUTED by the Department and the Local Government.

STATE OF TEXAS
Texas Department of Transportation

THE LOCAL GOVERNMENT
Victoria County Navigation District

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Sean Stibich

Typed or Printed Name

Executive Director

Typed or Printed Title

July 21, 2020

Date

CSJ #:	
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**ATTACHMENT A
MINUTE ORDER FOR TMF FUNDS**

CSJ #:	
District #:	13- Yoakum
Code Chart 64 #:	
Project Name:	

**ATTACHMENT B
LOCAL GOVERNMENT ORDINANCE OR RESOLUTION**

CSJ #:	
District #:	13- Yoakum
Code Chart 64 #:	
Project Name:	

ATTACHMENT C
LOCATION MAP SHOWING PROJECT

CSJ #:	
District #:	13- Yoakum
Code Chart 64 #:	
Project Name:	

ATTACHMENT D PROJECT BUDGET

The Department will reimburse \$1,431,101.25 from the Texas Mobility Fund to the Local Government, on a cost basis, for the construction of the Project. Costs will be allocated based on State funding and Local Government funding until the State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.



*Activity Report on Waterborne Traffic
Port of Victoria*

Robby Burdge
Chairman

Byron Burris II
Vice-Chairman

Don Pozzi
Secretary

Elton Calhoun
Commissioner

John Gilley
Commissioner

Sean Stibich
Executive Director

Duane G. Crocker
Legal Counsel

	May 2020	June 2020
Total	76	62
Daily Average	03	02
<i>Barge Commodities:</i>		
Frac Sand	00	00
Gravel	35	32
Crude	21	18
Fertilizer	00	00
Chemical	20	12
Mill Scale	00	02
Other	00	00

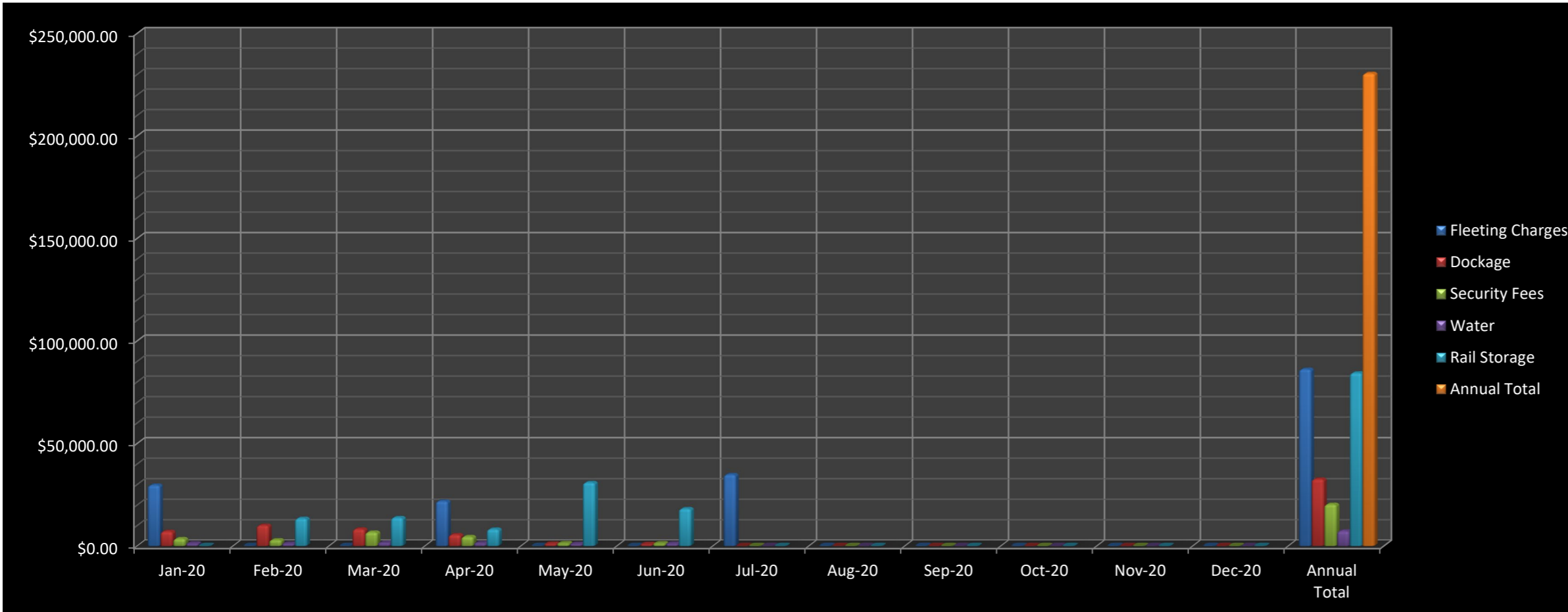
VICTORIA COUNTY
NAVIGATION DISTRICT

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

www.portofvictoria.com

Monthly Other Charges

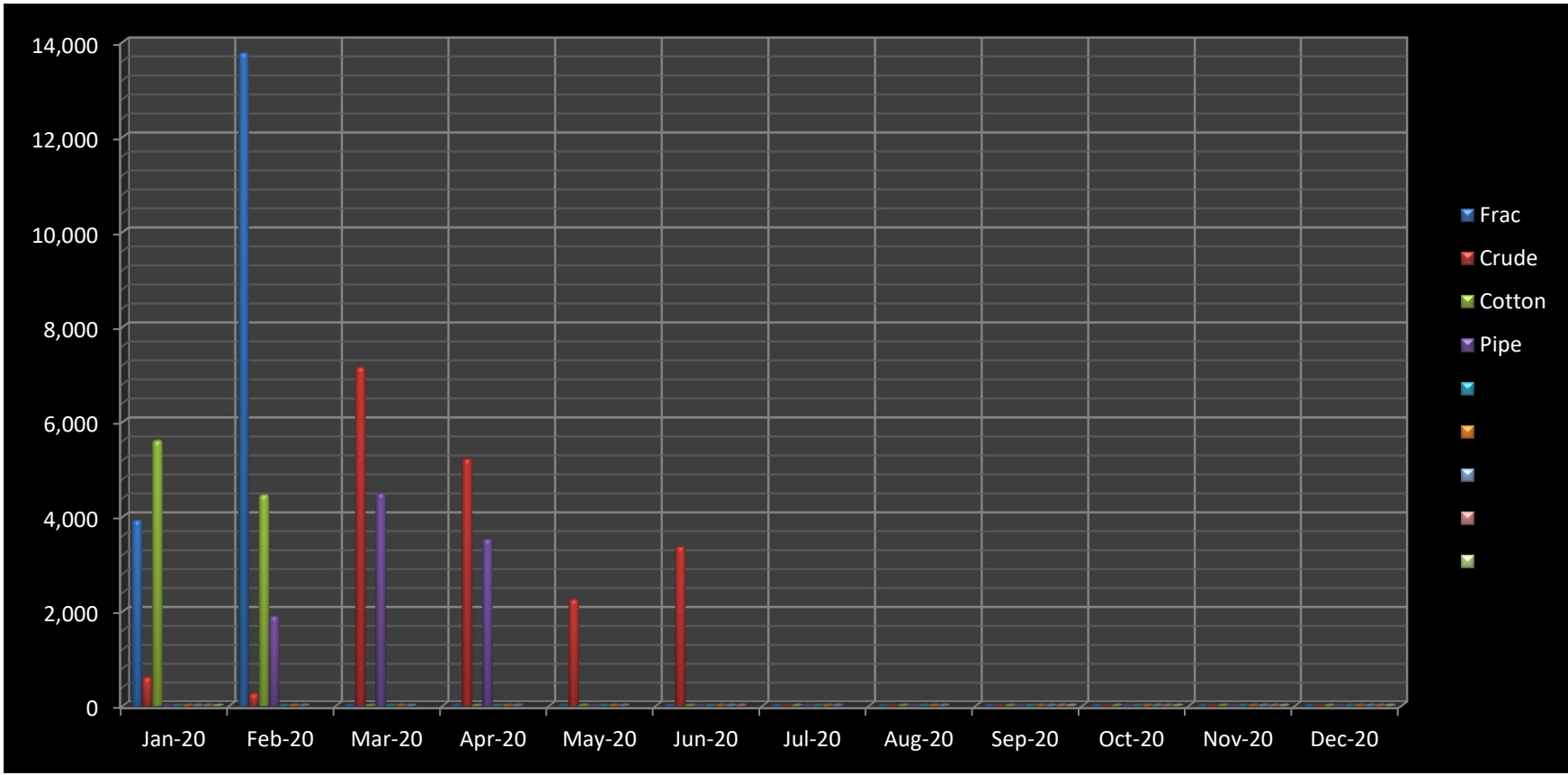
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual Total
Fleeting Charges	\$29,564.00	\$0.00	\$0.00	\$21,787.00	\$0.00	\$0.00	\$34,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,071.00
Dockage	\$7,026.00	\$9,999.00	\$8,207.00	\$5,422.00	\$1,060.00	\$795.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,509.00
Security Fees	\$3,518.00	\$2,898.00	\$6,696.00	\$4,526.00	\$1,317.00	\$1,271.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,226.00
Water	\$1,205.00	\$1,112.00	\$1,499.00	\$1,355.00	\$959.00	\$1,152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,282.00
Rail Storage	\$0.00	\$13,395.00	\$13,760.00	\$8,140.00	\$30,840.00	\$18,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,255.00
Annual Total													\$230,343.00



Fleeting and Dockage

Short Tons Rail All Commodities

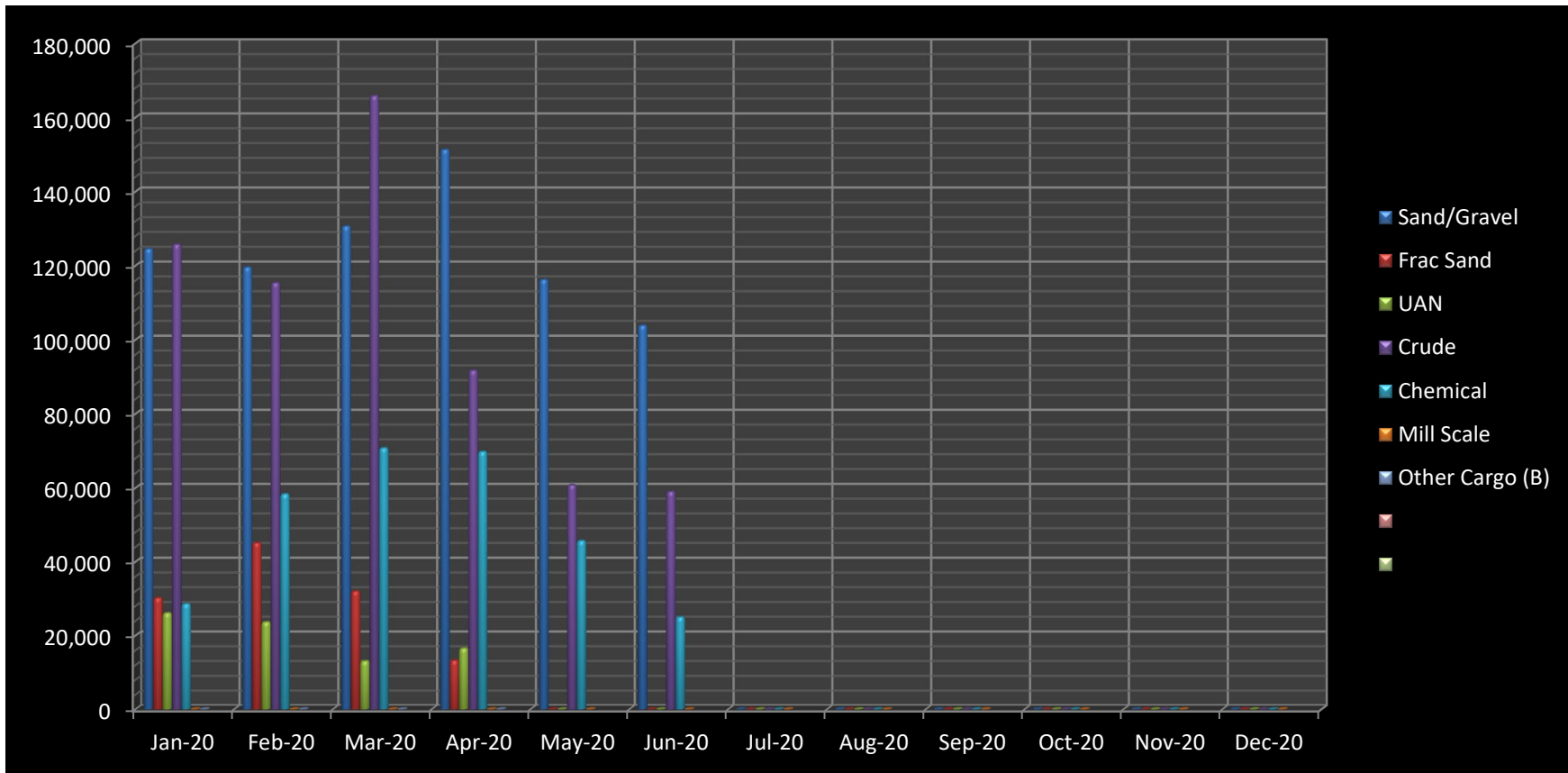
Commodity	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Frac	3,911	13,756	0	0	0	0	0	0	0	0	0	0	17,667
Crude	593	251	7,135	5,203	2,241	3,353	0	0	0	0	0	0	18,776
Cotton	5,594	4,448	0	0	0	0	0	0	0	0	0	0	10,042
Pipe	0	1,885	4,485	3,510	0	0	0	0	0	0	0	0	9,880
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
	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
Total ST	56,365												



Short Tons Barge All Commodities

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	0	0	0	0	0	0	745,644
Frac Sand	30,107	45,033	31,941	13,189	0	0	0	0	0	0	0	0	120,270
UAN	25,996	23,574	13,006	16,458	0	0	0	0	0	0	0	0	79,034
Crude	125,649	115,290	165,760	91,636	60,710	58,929	0	0	0	0	0	0	617,974
Chemical	28,501	58,256	70,686	69,692	45,595	24,911	0	0	0	0	0	0	297,641
Mill Scale	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Cargo (B)	0	0	0	0	0	0	0	0	0	0	0	0	0

Total ST 1,860,563



Victoria County Navigation District
Cash & Investments By Fund
Summary of Accounts
June 30, 2020

Fund Acct. No.	Account Name	June 30, 2020 Cash	May 31, 2020 Cash
<u>Navigation District - Operating Fund</u>			
101-1000	Prosperity Bank-General Account	7,630,007.47	7,767,311.39
Total Navigation District Operating Fund		7,630,007.47	7,767,311.39
<u>Construction Funds</u>			
101-1000	2015 Bond Construction Fund	664,494.83	664,364.15
Total Construction Funds		664,494.83	664,364.15
<u>Interest & Sinking Funds</u>			
101-1030	2012A Interest & Sinking Fund	69,914.36	18,907.96
101-1040	2012B Interest & Sinking Fund	48,918.22	12,913.79
101-1000	2015 Bond Interest & Sinking Fund	105,533.72	35,523.06
Total Interest & Sinking Funds		224,366.30	67,344.81
<u>Port Facilities Corporation Fund</u>			
101-1000	Prosperity Bank Checking Account	116.44	116.42
Total Port Facilities Corporation Fund		116.44	116.42
<u>Promotion and Development Fund</u>			
101-1000	Prosperity Bank Checking Account	387,844.13	397,766.54
Total Promotion and Development Fund		387,844.13	397,766.54
Total Cash & Investments		8,906,829.17	8,896,903.31

Port of Victoria
Balance Sheet
 As of June 30, 2020

	<u>Jun 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1011000 · Prosperity Bank Checking Acct	7,630,007.47
1011030 · 2012A Interest & Sinking Fund	69,914.36
1011040 · 2012B Interest & Sinking Fund	48,918.22
1011050 · 2015 Bond I&S Fund	105,533.72
Total Checking/Savings	<u>7,854,373.77</u>
Accounts Receivable	
11000 · Accounts Receivable	212,928.38
Total Accounts Receivable	<u>212,928.38</u>
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	<u>1,717,994.95</u>
Total Current Assets	<u>9,785,297.10</u>
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	<u>12,077,463.68</u>
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 acr...)	73,840.97
1714013 · Dredging Placement Area # 13-A (92.51 acres)	32,379.00
1714014 · Dredging Placement Area # 13-B (28.8198 a...)	59,900.00
1714000 · Land & Rights-Of-Way - Other	12,742,282.26
Total 1714000 · Land & Rights-Of-Way	<u>14,070,034.64</u>
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
1715503 · Pickering Basin	2,199,125.19
1715505 · Industrial Park	1,569,841.18

**Port of Victoria
 Balance Sheet
 As of June 30, 2020**

	Jun 30, 20
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	-17,919,063.79
Total Fixed Assets	36,129,362.00
TOTAL ASSETS	45,914,659.10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	79,293.34
Total Accounts Payable	79,293.34
Other Current Liabilities	
2222000 · Deferred Taxes	
2222001 · Allowance for Uncollectible Tax	77,984.48
2222002 · Deferred 2020 Tax Revenue	-43,383.10
2223000 · Deferred Taxes - Delinquent	125,739.94
2223001 · Allow for Uncoll Tax-Delinquent	7,910.27
2222000 · Deferred Taxes - Other	1,506,260.11
Total 2222000 · Deferred Taxes	1,674,511.70
Total Other Current Liabilities	1,674,511.70
Total Current Liabilities	1,753,805.04
Long Term Liabilities	
2515001 · Non-current Long Term Debt	20,307,170.00
Total Long Term Liabilities	20,307,170.00
Total Liabilities	22,060,975.04
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	1,131,846.28
Total Equity	23,853,684.06
TOTAL LIABILITIES & EQUITY	45,914,659.10

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PORT OF VICTORIA
ACCOUNTS RECEIVABLE AGING
June 30, 2020

Customer	1 - 30	31 - 60	61 - 90	>90	Total
Accounts Receivable Customers	-	-	-		\$ -
Cape & Son					\$ -
Coast Guard/GSA					\$ -
ConAgra/Gavilon	329.63				\$ 329.63
CRU Victoria Investments, LLC	12,059.44	7,698.60	7,698.60	7,698.60	\$ 35,155.24
EnLink Midstream -Lease					\$ -
EnLink Midstream -Liquid Marketing	5,017.79				\$ 5,017.79
EnLink Midstream -Operations	4,778.73				\$ 4,778.73
Equalizer Inc	(5,317.93)				\$ (5,317.93)
Equalizer Inc. (Wharfage)					\$ -
Fordyce, Ltd	11,415.14	-	-		\$ 11,415.14
Green Lake Investments	72,211.45				\$ 72,211.45
Gulf Mark Energy, Inc.					\$ -
Invista	7,379.88				\$ 7,379.88
Jimmy Sanders, Inc.	109.88				\$ 109.88
MTI Logistics					\$ -
Jody Studer					\$ -
Jonathan Hein					\$ -
Texas Flow Tankage	16,474.12				\$ 16,474.12
United Ag CoOp, Inc	17,447.25				\$ 17,447.25
Victoria Bloomington, LLC					\$ -
Victoria Fleet, LLC	18,483.75		-		\$ 18,483.75
West Side Calhoun Co Nav Dist	-		-	-	\$ -
Total	\$ 160,389.13	\$ 7,698.60	\$ 7,698.60	\$ 7,698.60	\$ 183,484.93

UPDATE ON RECEIVABLES AS OF JULY 14 , 2020

CRU Victoria Investments	PD. Inv #5243, #5414, Totaling \$7,784.44
Equalizer Inc	PD. Inv #
Equalizer Inc (Wharfage)	PD. Inv
Enlink	PD. Inv #5408, #5412, #5415 Totaling \$3,330.62
Enlink Lease	PD #
Jimmy Sanders	PD Inv#5451 Totaling \$109.88
United AG	PD Inv#5440, #5452, Totaling \$17,447.25

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PORT OF VICTORIA
ACCOUNTS RECEIVABLE RECONCILIATION
06/30/2020

Customer	05/31/20	Invoices Billed	Payments Received	6/30/2020
Briggs Ranches	-			-
Cape and Son				-
Coast Guard/GSA		3,417.09	(3,417.09)	-
ConAgra/Gavilon	167.25	1,201.24	(1,038.86)	329.63
Cru Victoria Investment, LLC	41,166.00	11,973.60	(17,984.36)	35,155.24
Delvin Hroch				-
EnLink Midstream-Liquid Mrkt	9,869.11	5,017.79	(9,869.11)	5,017.79
EnLink Midstream-Operations	11,618.43	1,448.11	(8,287.81)	4,778.73
EnLink Midstream -Lease	-	11,945.89	(11,945.89)	-
Equalizer Inc	1,102.00	5,542.93	(11,962.86)	(5,317.93)
Equalizer Inc. (Wharfage)	12,529.33		(12,529.33)	-
Fordyce, Ltd	12,775.29	11,415.14	(12,775.29)	11,415.14
Green Lake Investments, LLC	57,410.00	35,151.45	(20,350.00)	72,211.45
Gulf Mark Energy, Inc.	31,663.55	30,943.45	(33,163.55)	29,443.45
Hailey's Harbor	2,580.00	-	(2,580.00)	-
Invista	13,420.80	7,379.88	(13,420.80)	7,379.88
Jimmy Sanders, Inc	955.60	990.48	(1,836.20)	109.88
Jody Studer				-
Jonathan Hein	-	500.00	(500.00)	-
MTI Logistics LLC	2,569.50	3,500.00	(6,069.50)	-
Texas Flow Tankage, LLC.	8,623.04	16,474.12	(8,623.04)	16,474.12
United Agricultural Cooperative, Inc.	83.25	18,563.15	(1,199.15)	17,447.25
Victoria Bloomington, LLC	-	27,104.00	(27,104.00)	-
Victoria Fleet, LLC	397.50	18,483.75	(397.50)	18,483.75
West Side Calhoun Co Nav Dist	-			-
Total	\$ 206,930.65	\$ 211,052.07	\$ (205,054.34)	\$ 212,928.38

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PORT OF VICTORIA
INVOICES BILLED/ JUNE 2020

Customer	Date Billed	Rent/ Lease	Fleetling	Dockage	Project Cargo	Security	Wharfage	Rail Usage Fees	Rail Car Storage	Water Well Usage	Rail Utilization	Admin Fee 5% & 10%	Total Revenue	3rd Party	Total Invoiced
Briggs Ranches	6/30/2020												\$		\$
Coast Guard/GSA	6/30/2020	3,417.09											\$ 3,417.09		\$ 3,417.09
ConAgra/Gavilon	6/30/2020	871.61											\$ 1,201.24		\$ 1,201.24
CRU Victoria Invest, LLC	6/30/2020	7,698.60									700.00	200.00	\$ 8,673.60	3,300.00	\$ 11,973.60
Jonathan Hein	6/30/2020	500.00											\$ 500.00		\$ 500.00
Delvin Hoch	6/30/2020												\$		\$
EnLink Midstream-L.Mkt.	6/30/2020			530.00			4,487.79						\$ 5,017.79		\$ 5,017.79
EnLink Midstream-Lease	6/30/2020	11,945.89											\$ 11,945.89		\$ 11,945.89
EnLink Midstream Ops	6/30/2020					542.50						75.51	\$ 693.01	755.10	\$ 1,448.11
Equalizer Inc.	6/30/2020	5,467.93											\$ 5,542.93		\$ 5,542.93
Equalizer Inc. Wharfage	6/30/2020												\$		\$
Forclayce, Ltd.	6/30/2020						11,415.14				455.00	130.00	\$ 11,415.14		\$ 11,415.14
Green Lake Investments	6/30/2020							2621.45	29,800.00				\$ 33,006.45	2,145.00	\$ 35,151.45
Gulf Mark Energy Inc.	6/30/2020	1,500.00					29,443.45						\$ 30,943.45		\$ 30,943.45
H-2 Enterprises	6/30/2020	3,500.00											\$ 3,500.00		\$ 3,500.00
MTI Logistics	6/30/2020												\$		\$
Invista	6/30/2020						7,379.88						\$ 7,379.88		\$ 7,379.88
Robert Ramirez	6/30/2020	880.60									109.88		\$ 990.48		\$ 990.48
Jimmy Sanders, Inc.	6/30/2020												\$		\$
Jody Studer	6/30/2020												\$		\$
Halley's Harbor	6/30/2020												\$		\$
United Agricultural CoOper	6/30/2020	1,115.90									4,000.00	825.00	\$ 6,063.15	12,500.00	\$ 18,563.15
Mammoet USA	6/30/2020												\$		\$
Marquette Transport	6/30/2020										70.00		\$ 14,130.51	2,343.61	\$ 16,474.12
Texas Flow Tankage, LLC	6/30/2020	1,500.00		265.00		728.50	6,425.65		4,920.00				\$ 27,104.00		\$ 27,104.00
Victoria Bloomington	6/30/2020	27,104.00											\$ 18,483.75		\$ 18,483.75
Victoria Fleetling	6/30/2020		18,120.00										\$		\$
Totals		\$ 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	\$ 190,008.36	\$ 21,043.71	\$ 211,052.07
Totals		\$ 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	\$ 190,008.36	\$ 21,043.71	\$ 211,052.07
Totals	05/31/20	\$ 65,201.62		\$ 1,060.00		\$ 1,317.50	\$ 66,668.75	\$ 3,323.04	\$ 30,840.00	\$ 958.84	\$ 2,165.00	775.69	\$ 172,610.44	\$ 11,586.93	\$ 184,197.37
Totals	04/30/20	\$ 70,531.62		\$ 5,422.00		\$ 4,526.00	\$ 111,350.37	\$ 17,682.12	\$ 8,140.00	\$ 1,355.30	\$ 5,975.00	2,885.80	\$ 227,868.21	\$ 38,138.10	\$ 266,006.31
Totals	03/31/20	\$ 68,001.62	\$ 21,787.00	\$ 8,207.00		\$ 6,695.50	\$ 186,029.02	\$ 22,348.02	\$ 13,760.00	\$ 1,498.55	\$ 5,350.00	2,737.23	\$ 336,413.94	\$ 34,607.45	\$ 371,021.39
Totals	2/29/20	\$ 68,001.62		\$ 9,999.00		\$ 2,898.50	\$ 159,885.99	\$ 25,457.08	\$ 14,095.00	\$ 1,187.32	\$ 7,185.00	6,540.67	\$ 295,250.38	\$ 30,144.31	\$ 325,394.69
Totals	1/31/2020	\$ 64,501.62		\$ 7,026.00	\$ 1,000.00	\$ 3,518.50	\$ 143,005.30	\$ 9,857.90		\$ 1,312.82	\$ 5,545.00	1,826.59	\$ 237,593.73	\$ 24,463.27	\$ 262,057.00
Totals	12/31/19	\$ 68,751.62	\$ 29,563.50	\$ 8,443.00		\$ 5,718.50	\$ 148,854.41	\$ 12,314.30	\$ 8,410.00	\$ 1,966.88	\$ 4,390.00	2,153.20	\$ 290,565.41	\$ 26,561.91	\$ 317,127.32

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Port of Victoria
Profit & Loss Budget Performance
June 2020

	Jun 20	Budget	Jan - Jun 20	YTD Budget	Annual Bu...
Ordinary Income/Expense					
Income					
3100000 · Revenues					
3110000 · General Property Taxes					
3111000 · Current Taxes	10,510.87	21,970.00	2,306,963.12	2,165,425.86	2,297,230.14
3112000 · Next Year Tax Collections	0.00		829.61		
3113000 · Delinquent Ad Val Taxes	1,540.01	2,083.34	8,284.90	12,500.04	25,000.00
Total 3110000 · General Property Taxes	12,050.88	24,053.34	2,316,077.63	2,177,925.90	2,322,230.14
319000 · Penalty & Interest on Tax					
3191000 · Penalty/Interest Current Taxes	1,062.06	1,000.00	8,019.72	6,000.00	12,000.00
3193000 · Penalty/Interest Delinquent Tax	537.47	666.67	3,724.00	4,000.02	8,000.00
Total 319000 · Penalty & Interest on Tax	1,599.53	1,666.67	11,743.72	10,000.02	20,000.00
343000 · Other Revenues					
3431005 · Reimbursable Water Well Expense	1,150.51	1,250.00	7,463.54	7,500.00	15,000.00
Total 343000 · Other Revenues	1,150.51	1,250.00	7,463.54	7,500.00	15,000.00
361000 · Miscellaneous Revenues					
3611000 · Interest Earnings	1,556.78	10,000.00	43,518.90	60,000.00	120,000.00
3611001 · Miscellaneous Reimbursements	154.95		22,779.49		
3611002 · Admin Chgs 3rd Party Contract					
3611004 · Rail - 5%	1,175.00	1,666.67	7,421.00	10,000.02	20,000.00
3611006 · Liquid Cargo Dock - 10%	276.87	500.00	4,320.85	3,000.00	6,000.00
3611007 · Rail Utilization Income	5,225.00	3,333.34	31,590.00	20,000.04	40,000.00
Total 3611002 · Admin Chgs 3rd Party Contract	6,676.87	5,500.01	43,331.85	33,000.06	66,000.00
3611020 · Port Security Services	1,271.00	3,333.34	20,227.00	20,000.04	40,000.00
Total 361000 · Miscellaneous Revenues	9,659.60	18,833.35	129,857.24	113,000.10	226,000.00
362000 · Rents and Tariffs					
3621000 · Leases	65,501.62	68,333.34	417,849.42	410,000.04	820,000.00
3622000 · Wharfage Charges	59,151.91	125,000.00	719,304.03	750,000.00	1,500,000.00
3623000 · Project Cargo	0.00	166.67	1,000.00	1,000.02	2,000.00
3624000 · Rail Usage Fees	2,621.45	16,666.67	81,289.61	100,000.02	200,000.00
3624030 · Rail Car Storage Fee	34,720.00	1,250.00	101,555.00	7,500.00	15,000.00
3625000 · Fleeting	18,120.00	8,333.34	39,907.00	50,000.04	100,000.00
3626000 · Dockage	795.00	6,250.00	32,509.00	37,500.00	75,000.00
Total 362000 · Rents and Tariffs	180,909.98	226,000.02	1,393,414.06	1,356,000.12	2,712,000.00
Total 3100000 · Revenues	205,370.50	271,803.38	3,858,556.19	3,664,426.14	5,295,230.14
Total Income	205,370.50	271,803.38	3,858,556.19	3,664,426.14	5,295,230.14
Gross Profit	205,370.50	271,803.38	3,858,556.19	3,664,426.14	5,295,230.14
Expense					
6750000 · Expenditures					
6751000 · Salary Expense					
6751101 · Salaries	48,714.90	40,000.00	222,649.90	240,000.00	480,000.00
Total 6751000 · Salary Expense	48,714.90	40,000.00	222,649.90	240,000.00	480,000.00
6752000 · Fringe Benefits					
6752001 · Social Security	3,712.95	3,200.00	16,950.16	19,200.00	38,400.00
6752002 · Health Insurance	2,094.28	2,750.00	12,565.68	16,500.00	33,000.00
6752004 · IRA Expense	2,277.72	2,625.00	15,768.86	15,750.00	31,500.00
6752005 · Worker's Compensation Expense	625.00	333.34	2,347.00	2,000.04	4,000.00
6752006 · Unemployment Expense	0.00	41.67	52.11	250.02	500.00
6752007 · Life Insurance	539.56	2,083.34	3,237.36	12,500.04	25,000.00
Total 6752000 · Fringe Benefits	9,249.51	11,033.35	50,921.17	66,200.10	132,400.00



Port of Victoria
Profit & Loss Budget Performance

June 2020

	Jun 20	Budget	Jan - Jun 20	YTD Budget	Annual Bu...
6752999 · Operating Expense					
6753000 · Utilities - Security	2,831.84	3,166.67	16,685.67	19,000.02	38,000.00
6753001 · Utilities - Elect Lift Bridge	172.62	333.34	1,198.85	2,000.04	4,000.00
6753003 · Utilities - Elect Water Well	6.47	50.00	69.57	300.00	600.00
6753004 · Insurance & Bond Premiums	15,635.00	2,083.34	15,635.00	12,500.04	25,000.00
6753005 · Conventions & Seminars	0.00	1,666.67	0.00	10,000.02	20,000.00
6753008 · Dues & Subscriptions	825.00	583.34	7,333.00	3,500.04	7,000.00
6753009 · Travel Expense	24.15	1,666.67	504.32	10,000.02	20,000.00
6753011 · Office Expense	1,794.37	3,333.34	13,949.10	20,000.04	40,000.00
6753012 · Copier Lease/DocVue Fees	750.00	583.34	2,250.00	3,500.04	7,000.00
6753015 · Port Security	2,475.64	6,666.67	8,404.60	40,000.02	80,000.00
6753017 · Shed 1 Maintenance	406.84	416.67	1,600.57	2,500.02	5,000.00
6753020 · Disaster Preparedness	590.45	833.34	3,993.78	5,000.04	10,000.00
6753021 · Storm Recovery	0.00	20,833.34	4,567.00	125,000.04	250,000.00
6753034 · Potable Well Expense	1,950.00	4,166.67	12,644.29	25,000.02	50,000.00
6753035 · Property Maintenance	1,911.04	5,000.00	43,035.88	30,000.00	60,000.00
6753036 · Dupont Bridge Repairs	0.00	416.67	0.00	250.02	500.00
6753040 · Building Maintenance	3,166.63	2,500.00	12,475.43	15,000.00	30,000.00
6753041 · Building Utilities	515.02	833.34	3,210.07	5,000.04	10,000.00
6753042 · Utilities - Liquid Cargo Dock	252.48	416.67	1,844.43	2,500.02	5,000.00
6753043 · Utilities-Dock Crane	7.14	166.67	273.76	1,000.02	2,000.00
6753051 · Lift Bridge Other Maintenance	643.95	22,916.67	22,631.39	137,500.02	275,000.00
6753052 · LiftBridge Operations	4,123.49	4,166.67	24,773.44	25,000.02	50,000.00
6753056 · Railroad Spur Line Maintenance	8,459.00	4,166.67	59,344.58	25,000.02	50,000.00
6753060 · General Cargo Dock Maintenance	0.00	208.34	3,900.60	1,250.04	2,500.00
6753065 · Liquid Cargo Dock Maintenance	0.00	2,500.00	12,676.47	15,000.00	30,000.00
6753066 · Vehicle Fuel & Maintenance	0.00	416.67	1,030.07	2,500.02	5,000.00
6753067 · Telephone	318.78	833.34	2,700.22	5,000.04	10,000.00
6753069 · Tractor Fuel & Maintenance	0.00	1,666.67	145.05	10,000.02	20,000.00
Total 6752999 · Operating Expense	46,859.91	92,216.78	276,877.14	553,300.68	1,106,600.00
6754000 · Other Services & Charges					
6754001 · Computer Software	0.00	125.00	1,334.32	750.00	1,500.00
6754003 · Professional Services	6,000.00	10,416.67	37,110.00	62,500.02	125,000.00
6754004 · Auditing	10,950.00	12,000.00	10,950.00	12,000.00	12,000.00
6754005 · Accounting	729.99	541.67	2,851.64	3,250.02	6,500.00
6754006 · Bank Charges	0.00	83.34	0.00	500.04	1,000.00
6754007 · Engineering Services					
6754041 · General Engineering Services	7,870.50	12,500.00	43,922.50	75,000.00	150,000.00
6754043 · Railroad Spur Extension	55,125.00		116,728.75		
6754048 · Master Plan - USACOE	0.00	8,333.34	0.00	50,000.04	100,000.00
Total 6754007 · Engineering Services	62,995.50	20,833.34	160,651.25	125,000.04	250,000.00
6754008 · Legal Services					
6754021 · Legal Services-Regular	15,675.00	14,166.67	97,256.45	85,000.02	170,000.00
6754022 · Legal Services-Special Projects	3,758.53	20,833.34	20,480.64	125,000.04	250,000.00
Total 6754008 · Legal Services	19,433.53	35,000.01	117,737.09	210,000.06	420,000.00
6754009 · Appraisal District Fees	0.00	3,500.00	8,349.84	21,000.00	42,000.00
6754010 · Tax Assessor Fees	0.00	0.00	0.00	0.00	45,000.00
6754013 · Public Notices	0.00	250.00	0.00	1,500.00	3,000.00
6754030 · Promotion & Development	0.00	0.00	164,725.36	150,000.00	150,000.00
6754035 · Emergency Fund	0.00	41,666.67	0.00	250,000.02	500,000.00
Total 6754000 · Other Services & Charges	100,109.02	124,416.70	503,709.50	836,500.20	1,556,000.00

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Accrual Basis

Port of Victoria
Profit & Loss Budget Performance

June 2020

	Jun 20	Budget	Jan - Jun 20	YTD Budget	Annual Bu...
6755000 · Property & Building Expenses					
6755001 · Equipment	0.00	2,083.34	7,775.00	12,500.04	25,000.00
6755450 · P O V Shed #1	0.00	83.34	0.00	500.04	1,000.00
6755546 · 2012 Series A Bonds	0.00	0.00	495,787.76	495,788.00	605,895.00
6755547 · 2012 Series B Bonds	0.00	0.00	381,011.28	381,011.00	426,990.00
6755548 · 2015 Series Bonds (New)	0.00	0.00	720,549.50	720,500.00	827,000.00
6755552 · Smith Property Pmt	9,223.11	10,000.00	55,338.66	60,000.00	120,000.00
6755553 · North Dock Damages (Damages to be r...	0.00		2,175.00		
6755557 · C O E Project	0.00		9,915.00		
Total 6755000 · Property & Building Expenses	9,223.11	12,166.68	1,672,552.20	1,670,299.08	2,005,885.00
Total 6750000 · Expenditures	214,156.45	279,833.51	2,726,709.91	3,366,300.06	5,280,885.00
Total Expense	214,156.45	279,833.51	2,726,709.91	3,366,300.06	5,280,885.00
Net Ordinary Income	-8,785.95	-8,030.13	1,131,846.28	298,126.08	14,345.14
Net Income	-8,785.95	-8,030.13	1,131,846.28	298,126.08	14,345.14

Port of Victoria
A/P Aging Summary
 As of June 30, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AccuShip, LLC	2,768.71	0.00	0.00	0.00	0.00	2,768.71
Aflac	191.00	0.00	0.00	0.00	0.00	191.00
AP CUSTOMER	0.00	0.00	0.00	0.00	0.00	0.00
Aqua Beverage Company	86.49	0.00	0.00	0.00	0.00	86.49
AT&T (Office Internet)	838.43	0.00	0.00	0.00	0.00	838.43
AT&T Mobility	385.47	0.00	0.00	0.00	0.00	385.47
Bosart Lock & Key, Inc.	224.95	0.00	0.00	0.00	0.00	224.95
Bumgardner, Morrison & Company, ...	220.00	0.00	0.00	0.00	0.00	220.00
Cintas	154.95	0.00	0.00	0.00	0.00	154.95
Civil Corp, LLC	15,722.00	0.00	0.00	0.00	0.00	15,722.00
Commodity Switching Company, Inc.	18,647.97	0.00	0.00	0.00	0.00	18,647.97
County Treasurer's Office	259.99	0.00	0.00	0.00	0.00	259.99
Goyen Electric, Inc.	1,287.23	0.00	0.00	0.00	0.00	1,287.23
Harrison Waldrop & Uherek, LLP	11,200.00	0.00	0.00	0.00	0.00	11,200.00
Home Depot	83.14	0.00	0.00	0.00	0.00	83.14
Lee Backhoe Service, Inc.	495.00	0.00	0.00	0.00	0.00	495.00
Security Quality Solutions & Integ, Inc.	2,184.00	0.00	0.00	0.00	0.00	2,184.00
TCB Land Services	3,758.53	0.00	0.00	0.00	0.00	3,758.53
Texas Water Conservation	460.00	0.00	0.00	0.00	0.00	460.00
The Law Office of Duane G. Crocker,...	15,675.00	0.00	0.00	0.00	0.00	15,675.00
TXU ENERGY RETAIL COMPANY. LLC	4,160.47	0.00	0.00	0.00	0.00	4,160.47
Victoria Electric Cooperative, Inc.	31.94	0.00	0.00	0.00	0.00	31.94
Waste Management	458.07	0.00	0.00	0.00	0.00	458.07
TOTAL	79,293.34	0.00	0.00	0.00	0.00	79,293.34

**Port of Victoria
Profit & Loss Detail
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
3100000 · Revenues							
3110000 · General Property Taxes							
3111000 · Current Taxes							
Deposit	06/01/2020	26779		5-29-2020 Tax Collections		2,345.75	2,345.75
Deposit	06/05/2020	26793		6-1 thru 6-4 Tax Collections		5,248.53	7,594.28
Deposit	06/18/2020	26808		6-5 THRU 6-17-2020 Tax Collection		2,916.59	10,510.87
				Total 3111000 · Current Taxes	0.00	10,510.87	10,510.87
3113000 · Delinquent Ad Val Taxes							
Deposit	06/01/2020	26779		5-29-2020 Tax Collections		516.80	516.80
Deposit	06/05/2020	26793		6-1 thru 6-4 Tax Collections		414.17	930.97
Deposit	06/18/2020	26808		6-5 THRU 6-17-2020 Tax Collection		609.04	1,540.01
				Total 3113000 · Delinquent Ad Val Taxes	0.00	1,540.01	1,540.01
				Total 3110000 · General Property Taxes	0.00	12,050.88	12,050.88
319000 · Penalty & Interest on Tax							
3191000 · Penalty/Interest Current Taxes							
Deposit	06/01/2020	26779		5-29-2020 Tax Collections		167.76	167.76
Deposit	06/05/2020	26793		6-1 thru 6-4 Tax Collections		513.15	680.91
Deposit	06/18/2020	26808		6-5 THRU 6-17-2020 Tax Collection		381.15	1,062.06
				Total 3191000 · Penalty/Interest Current Taxes	0.00	1,062.06	1,062.06
3193000 · Penalty/Interest Delinquent Tax							
Deposit	06/01/2020	26779		5-29-2020 Tax Collections		184.32	184.32
Deposit	06/05/2020	26793		6-1 thru 6-4 Tax Collections		140.35	324.67
Deposit	06/18/2020	26808		6-5 THRU 6-17-2020 Tax Collection		212.80	537.47
				Total 3193000 · Penalty/Interest Delinquent Tax	0.00	537.47	537.47
				Total 319000 · Penalty & Interest on Tax	0.00	1,599.53	1,599.53
343000 · Other Revenues							
3431005 · Reimbursable Water Well Expense							
Invoice	06/30/2020	5446	CRU Victoria Investments, LLC	POV Water Well Usage-01 Jun-01 Jul20		75.00	75.00
Invoice	06/30/2020	5447	EnLink Midstream Partners, LP-Oper...	POV Water Well Usage-01 Jun-01 Jul20		75.00	150.00
Invoice	06/30/2020	5448	Equalizer Inc	POV Water Well Usage-01 Jun-01 Jul20		75.00	225.00
Invoice	06/30/2020	5449	ConAgra/Gavilon	POV Water Well Usage-01 Jun-01 Jul20		329.63	554.63
Invoice	06/30/2020	5450	Victoria Fleet, L.L.C.	POV Water Well Usage-01 Jun-01 Jul20		363.75	918.38
Invoice	06/30/2020	5451	Jimmy Sanders, Inc.	POV Water Well Usage-01 Jun-01 Jul20		109.88	1,028.26
Invoice	06/30/2020	5452	United Agricultural Cooperative, Inc	POV Water Well Usage-01 Jun-01 Jul20		122.25	1,150.51
				Total 3431005 · Reimbursable Water Well Expense	0.00	1,150.51	1,150.51
				Total 343000 · Other Revenues	0.00	1,150.51	1,150.51

**Port of Victoria
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
3611000 - Miscellaneous Revenues							
3611000 - Interest Earnings							
Deposit	06/30/2020			2015 Bond I & S Fund Interest		10.66	10.66
Deposit	06/30/2020			2012A I & S Fund Interest		6.40	17.06
Deposit	06/30/2020			2012B I & S Fund Interest		4.43	21.49
Deposit	06/30/2020			General Operating Fund Interest		1,535.29	1,556.78
				Total 3611000 - Interest Earnings	0.00	1,556.78	1,556.78
3611001 - Miscellaneous Reimbursements							
Deposit	06/25/2020	1214		Refund from Operational Audit of TAC Unemployment ...		154.95	154.95
				Total 3611001 - Miscellaneous Reimbursements	0.00	154.95	154.95
3611002 - Admin Chgs 3rd Party Contract							
3611004 - Rail - 5%							
Invoice	06/30/2020	5436	Texas Flow Tankage, LLC.	POV 5% Admin Fee		20.00	20.00
Invoice	06/30/2020	5438	CRU Victoria Investments, LLC	POV 5% Admin Fee		200.00	220.00
Invoice	06/30/2020	5439	Green Lake Investments, LLC	POV 5% Admin Fee		130.00	350.00
Invoice	06/30/2020	5440	United Agricultural Cooperative, Inc	POV 5% Admin Fee		825.00	1,175.00
				Total 3611004 - Rail - 5%	0.00	1,175.00	1,175.00
3611006 - Liquid Cargo Dock - 10%							
Invoice	06/30/2020	5441	EnLink Midstream Partners, LP-Oper...	POV 10% Admin Fee		75.51	75.51
Invoice	06/30/2020	5442	Texas Flow Tankage, LLC.	POV 10% Admin Fee		201.36	276.87
				Total 3611006 - Liquid Cargo Dock - 10%	0.00	276.87	276.87
3611007 - Rail Utilization Income							
General ...	06/30/2020	HWU20...	JOURNAL ENTRY	CRU Victoria Investments Switching/June 2020		700.00	700.00
General ...	06/30/2020	HWU20...	JOURNAL ENTRY	UAV Cape & Son Switching /June 2020		4,000.00	4,700.00
General ...	06/30/2020	HWU20...	JOURNAL ENTRY	Green Lake/Calumet Switching June 2020		455.00	5,155.00
General ...	06/30/2020	HWU20...	JOURNAL ENTRY	Texas Flow Tankage Switching June 2020		70.00	5,225.00
				Total 3611007 - Rail Utilization Income	0.00	5,225.00	5,225.00
				Total 3611002 - Admin Chgs 3rd Party Contract	0.00	6,676.87	6,676.87
3611020 - Port Security Services							
Invoice	06/30/2020	5453	EnLink Midstream Partners, LP-Oper...	Security / June 2020		542.50	542.50
Invoice	06/30/2020	5456	Texas Flow Tankage, LLC.	Security /June 2020		728.50	1,271.00
				Total 3611020 - Port Security Services	0.00	1,271.00	1,271.00
				Total 3611000 - Miscellaneous Revenues	0.00	9,659.60	9,659.60

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**Port of Victoria
Profit & Loss Detail
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
362000 · Rents and Tariffs							
3621000 · Leases							
Invoice	06/01/2020	5388	Coast Guard/GSA	Monthly Lease Payment		3,417.09	3,417.09
Invoice	06/01/2020	5389	CRU Victoria Investments, LLC	June 2020		7,698.60	11,115.69
Invoice	06/01/2020	5390	EnLink Midstream Partners, LP (Le...	Monthly Site lease		11,945.89	23,061.58
Invoice	06/01/2020	5391	Equalizer Inc	June 2020		5,467.93	28,529.51
Invoice	06/01/2020	5393	MTI Logistics LLC	Usage of Lay Down Area @Port of Victoria - June, 2020		3,500.00	32,029.51
Invoice	06/01/2020	5395	United Agricultural Cooperative, Inc	June 2020		1,115.90	33,145.41
Invoice	06/01/2020	5396	Victoria Bloomington LLC	Victoria Bloomington LLC-June 2020		27,104.00	60,249.41
Invoice	06/01/2020	5397	Gulf Mark Energy, Inc.	Monthly site lease for June, 2020		1,500.00	61,749.41
Invoice	06/01/2020	5398	ConAgra/Gavilon	June 2020		871.61	62,621.02
Invoice	06/01/2020	5405	Jonathan Hein	June 2020 / 566 Edna Ln., Bloomington, TX		500.00	63,121.02
Invoice	06/30/2020	5429	Jimmy Sanders, Inc.	Monthly Rent for United Ag Fertilizer Terminal - June 2...		880.60	64,001.62
Invoice	06/30/2020	5431	Texas Flow Tankage, LLC.	Monthly site Lease for June 2020 -Pipeline Easement		1,500.00	65,501.62
Total 3621000 · Leases					0.00	65,501.62	65,501.62
3622000 · Wharfage Charges							
Invoice	06/30/2020	5443	Texas Flow Tankage, LLC.	GM 2002, GM 2003 - 06/27/2020 - (Load)		6,425.65	6,425.65
Invoice	06/30/2020	5445	Invista	DCBL 53 - Anhydrous Ammonia		2,554.64	8,980.29
Invoice	06/30/2020	5445	Invista	K 1608 - Butadiene		629.88	9,610.17
Invoice	06/30/2020	5445	Invista	DBL 704 - Butadiene		729.08	10,339.25
Invoice	06/30/2020	5445	Invista	DBL 311- Cyclohexane		279.08	10,618.33
Invoice	06/30/2020	5445	Invista	DBL 312 - Cyclohexane		473.36	11,091.69
Invoice	06/30/2020	5445	Invista	DBL 310 - Cyclohexane		507.28	11,598.97
Invoice	06/30/2020	5445	Invista	DBL 307 - Adiponitrile		735.48	12,334.45
Invoice	06/30/2020	5445	Invista	DBL 306 - Adiponitrile		735.48	13,069.93
Invoice	06/30/2020	5445	Invista	VICTORIA - Adiponitrile		735.60	13,805.53
Invoice	06/30/2020	5458	EnLink Midstream -Liquids Marketing	SMS 30087, SMS 30050 - 06/22/2020		4,487.79	18,293.32
Invoice	06/30/2020	5459	Fordyce, Ltd	Wharfage for June 2020		11,415.14	29,708.46
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3054 - 06/02/2020		1,557.43	31,265.89
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3053, HTCO 3076- 06/04/2020		4,840.14	36,106.03
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3033, 3106 - 06/09/2020		4,343.95	40,449.98
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3053, HTCO 3076 - 06/14/2020		4,840.55	45,290.53
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3039, 3136 - 06/18/2020		4,532.61	49,823.14
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3053, HTCO 3076 - 06/24/2020		4,793.52	54,616.66
Invoice	06/30/2020	5460	Gulf Mark Energy, Inc.	FMT 3066, 3234 - 06/29/2020		4,535.25	59,151.91
Total 3622000 · Wharfage Charges					0.00	59,151.91	59,151.91
3624000 · Rail Usage Fees							
Invoice	06/30/2020	5444	Green Lake Investments, LLC	Rail Usage /Total loaded-June 2020		2,560.73	2,560.73
Invoice	06/30/2020	5444	Green Lake Investments, LLC	Rail Usage/Total unloaded - June 2020		60.72	2,621.45
Total 3624000 · Rail Usage Fees					0.00	2,621.45	2,621.45

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**Port of Victoria
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
3624030 · Rail Car Storage Fee							
Invoice	06/30/2020	5434	Texas Flow Tankage, LLC.	POV Rail Car Storage Fee for Month of June 2020		4,920.00	4,920.00
Invoice	06/30/2020	5435	Green Lake Investments, LLC	POV Rail Car Storage / June 2020		29,800.00	34,720.00
			Total 3624030 · Rail Car Storage Fee		0.00	34,720.00	34,720.00
3625000 · Fleetng							
Invoice	06/30/2020	5457	Victoria Fleet, L.L.C.	Quarterly Fleetng Payment - (Apr, May, June 2020)		18,120.00	18,120.00
			Total 3625000 · Fleetng		0.00	18,120.00	18,120.00
3626000 · Dockage							
Invoice	06/30/2020	5454	EnLink Midstream -Liquids Marketing	Dockage Fee for Liquid Cargo Dock @ Port of Victoria ...		530.00	530.00
Invoice	06/30/2020	5455	Texas Flow Tankage, LLC.	Dockage Fee for Liquid Cargo Dock @ Port of Victoria ...		265.00	795.00
			Total 3626000 · Dockage		0.00	795.00	795.00
			Total 362000 · Rents and Tariffs		0.00	180,909.98	180,909.98
			Total 3100000 · Revenues		0.00	205,370.50	205,370.50
			Total Income		0.00	205,370.50	205,370.50
			Gross Profit		0.00	205,370.50	205,370.50
Expense							
6750000 · Expenditures							
6751000 · Salary Expense							
6751101 · Salaries							
Check	06/15/2020	2894	Insley, Randolph S.	Salary	3,193.75		3,193.75
Check	06/15/2020	2895	Schuenemann, Jeanne C.		2,227.28		5,421.03
Check	06/15/2020	2895	Schuenemann, Jeanne C.	Add'l Compensation	133.00		5,554.03
Check	06/15/2020	2896	Michael Ortiz		2,079.44		7,633.47
Check	06/15/2020	2897	Corpus, Regina R		1,802.24		9,435.71
Check	06/15/2020	2898	Christopher G. Insley		950.00		10,385.71
Check	06/15/2020	2899	Stibich, Sean	Salary	6,666.67		17,052.38
Check	06/15/2020	2899	Stibich, Sean	Car Allowance	300.00		17,352.38
Check	06/17/2020	2902	Stibich, Sean	Bonus	13,734.64		31,087.02
Check	06/30/2020	2904	Insley, Randolph S.	Salary	3,193.75		34,280.77
Check	06/30/2020	2905	Schuenemann, Jeanne C.		2,227.28		36,508.05
Check	06/30/2020	2905	Schuenemann, Jeanne C.	Add'l Compensation	133.00		36,641.05
Check	06/30/2020	2906	Michael Ortiz		2,079.44		38,720.49
Check	06/30/2020	2907	Corpus, Regina R		1,802.24		40,522.73
Check	06/30/2020	2908	Christopher G. Insley		1,225.50		41,748.23
Check	06/30/2020	2909	Stibich, Sean	Salary	6,666.67		48,414.90
Check	06/30/2020	2909	Stibich, Sean	Car Allowance	300.00		48,714.90
			Total 6751101 · Salaries		48,714.90	0.00	48,714.90
			Total 6751000 · Salary Expense		48,714.90	0.00	48,714.90

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Port of Victoria
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
6752000 · Fringe Benefits							
6752001 · Social Security							
Check	06/15/2020	2900	united States Treasury		250.32		250.32
Check	06/15/2020	2900	united States Treasury		1,070.28		1,320.60
Check	06/17/2020	2903	united States Treasury		199.15		1,519.75
Check	06/17/2020	2903	united States Treasury		851.55		2,371.30
Check	06/30/2020	2910	united States Treasury		254.31		2,625.61
Check	06/30/2020	2910	united States Treasury		1,087.34		3,712.95
			Total 6752001 · Social Security		3,712.95	0.00	3,712.95
6752002 · Health Insurance							
Bill	06/16/2020	GI-JULY...	Guardian	Dental/Vision	203.60		203.60
Bill	06/17/2020	BCBS06...	Blue Cross & Blue Shield Of Texas	Health Insurance for July, 2020 R. Corpus	560.69		764.29
Bill	06/17/2020	BCBS06...	Blue Cross & Blue Shield Of Texas	Health Insurance for July, 2020 M. Ortiz	789.19		1,553.48
Bill	06/17/2020	BCBS06...	Blue Cross & Blue Shield Of Texas	Health Insurance for July, 2020 S. Stibich	540.80		2,094.28
			Total 6752002 · Health Insurance		2,094.28	0.00	2,094.28
6752004 · IRA Expense							
Check	06/15/2020	2901	Prosperity Bank Trust Department	457(b) Plan - Stibich, S.	487.67		487.67
Check	06/15/2020	2901	Prosperity Bank Trust Department	457(b) Plan - Insley, R.	223.56		711.23
Check	06/15/2020	2901	Prosperity Bank Trust Department	457(b) Plan - Schuenemann, J.	155.91		867.14
Check	06/15/2020	2901	Prosperity Bank Trust Department	457(b) Plan - Ortiz, M.	145.56		1,012.70
Check	06/15/2020	2901	Prosperity Bank Trust Department	457(b) Plan - Corpus, R.	126.16		1,138.86
Check	06/30/2020	2911	Prosperity Bank Trust Department	457 (b) Plan - Stibich, S.	487.67		1,626.53
Check	06/30/2020	2911	Prosperity Bank Trust Department	457 (b) Plan - Insley, R.	223.56		1,850.09
Check	06/30/2020	2911	Prosperity Bank Trust Department	457 (b) Plan - Schuenemann, J.	155.91		2,006.00
Check	06/30/2020	2911	Prosperity Bank Trust Department	457 (b) Plan - Ortiz, M	145.56		2,151.56
Check	06/30/2020	2911	Prosperity Bank Trust Department	457 (b) Plan - Corpus, R.	126.16		2,277.72
			Total 6752004 · IRA Expense		2,277.72	0.00	2,277.72
6752005 · Worker's Compensation Expense							
Bill	06/01/2020	27133-...	Texas Ass'n of Counties Risk Mgmt ...	3rd Quarter Invoice (Worker's Comp Coverage)	625.00		625.00
			Total 6752005 · Worker's Compensation Expense		625.00	0.00	625.00
6752007 · Life Insurance							
Bill	06/16/2020	GI-JULY...	Guardian	Life-LTD-STD	539.56		539.56
			Total 6752007 · Life Insurance		539.56	0.00	539.56
			Total 6752000 · Fringe Benefits		9,249.51	0.00	9,249.51

**Port of Victoria
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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
6752999 · Operating Expense							
6753000 · Utilities - Security							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	POV Main Gate	12.14		12.14
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Gen Cargo Deck Gate	9.09		21.23
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Pole Lights	1,745.01		1,766.24
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Security Bldg	33.57		1,799.81
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Pole Lights	246.84		2,046.65
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Pole Lights	177.07		2,223.72
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Unit Liquid Dock #2 Lights	128.98		2,352.70
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Ind Park S. #1 WW / Security	447.20		2,799.90
Bill	06/24/2020	VEC062...	Victoria Electric Cooperative, Inc.	POV Sign 5/17/20-6/16/20	31.94		2,831.84
			Total 6753000 · Utilities - Security		2,831.84	0.00	2,831.84
6753001 · Utilities - Elect Lift Bridge							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Lift Bridge	172.62		172.62
			Total 6753001 · Utilities - Elect Lift Bridge		172.62	0.00	172.62
6753003 · Utilities - Elect Water Well							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY. ...	Ind. Park N #1 WW	6.47		6.47
			Total 6753003 · Utilities - Elect Water Well		6.47	0.00	6.47
6753004 · Insurance & Bond Premiums							
Bill	06/15/2020	23670	Texas Water Conservation	Amendment 20-21.1 Adding Hydraulic Crane	252.00		252.00
Bill	06/17/2020	23712	Texas Water Conservation	Excess Liability Amendment 20-21 2	208.00		460.00
Bill	06/26/2020	23748	Texas Water Conservation	Renewal/Policy #TTW-00090 20-21 07/01/2020-07/01/2...	15,175.00		15,635.00
			Total 6753004 · Insurance & Bond Premiums		15,635.00	0.00	15,635.00
6753008 · Dues & Subscriptions							
Bill	06/01/2020	3438	Inland Rivers, Ports & Terminals, Inc.	IRPT Membership Dues - July 2020 thru June 2021	825.00		825.00
			Total 6753008 · Dues & Subscriptions		825.00	0.00	825.00
6753009 · Travel Expense							
Bill	06/17/2020	RC61720	Corpus, Regina R	Sam's Club/Walmart Run	24.15		24.15
			Total 6753009 · Travel Expense		24.15	0.00	24.15

Port of Victoria Profit & Loss Detail June 2020

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
6753011 - Office Expense							
Bill	06/01/2020	2020Me...	Victoria Advocate	Victoria Advocate Subscription/1 year	351.68		351.68
Bill	06/01/2020	1680	BINARY HONCHO, LLC	POV Server Cloud Backup /June, 2020	172.50		524.18
Bill	06/03/2020	5230655	Toshiba Business Solutions, USA	Clr Copies	18.70		542.88
Bill	06/03/2020	5230664	Toshiba Business Solutions, USA	BW Copies	4.98		547.86
Bill	06/05/2020	122381	Fagan Answering Service, Inc.	Answering Service	65.00		612.86
Bill	06/11/2020	0314705...	AT&T (Office Internet)	Internet/Office Phone Bundle	838.43		1,451.29
Bill	06/12/2020	3751662...	DirecTV	Business Ent Package	40.99		1,492.28
Bill	06/12/2020	12736032	Office Depot	Office Supplies	173.99		1,666.27
Bill	06/17/2020	RC61720	Corpus, Regina R	Phone Cord for Office	7.12		1,673.39
Bill	06/17/2020	RC61720	Corpus, Regina R	Office Supplies	34.48		1,707.87
Payment	06/22/2020	6*19*20	EnLink Midstream -Liquids Marketing	Inv #5410, #5413	0.01		1,707.88
Bill	06/30/2020	978350	Aqua Beverage Company	Office Supplies	86.49		1,794.37
			Total 6753011 - Office Expense		1,794.37	0.00	1,794.37
6753012 - Copier Lease/DocVue Fees							
Bill	06/22/2020	S-306347	Wolfepak Software, LLC	DocVue Quarterly Fee 07/01/2020-09/30/2020	750.00		750.00
			Total 6753012 - Copier Lease/DocVue Fees		750.00	0.00	750.00
6753015 - Port Security							
Bill	06/17/2020	120014	Bosart Lock & Key, Inc.	Lever - handle	129.95		129.95
Bill	06/17/2020	120014	Bosart Lock & Key, Inc.	Lock Plate adjustment	40.00		169.95
Bill	06/17/2020	120014	Bosart Lock & Key, Inc.	Service Charge	55.00		224.95
Bill	06/16/2020	SecPn0...	AT&T Mobility	Security Phone	66.69		291.64
Bill	06/25/2020	20-107-05	Security Quality Solutions & Integ, Inc.	EDIC Failure/Guard Shack FDB due to electrical event	2,184.00		2,475.64
			Total 6753015 - Port Security		2,475.64	0.00	2,475.64
6753017 - Shed 1 Maintenance							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Shed #1	406.84		406.84
			Total 6753017 - Shed 1 Maintenance		406.84	0.00	406.84
6753020 - Disaster Preparedness							
Bill	06/01/2020	125833	Agility Recovery Solutions, Inc.	ReadySuite	435.50		435.50
Bill	06/24/2020	5017624...	Cintas	Re-Stock First aid Kit/Office	154.95		590.45
			Total 6753020 - Disaster Preparedness		590.45	0.00	590.45
6753034 - Potable Well Expense							
Bill	06/01/2020	3362	Carey Environmental Services	Navigation water service	1,950.00		1,950.00
			Total 6753034 - Potable Well Expense		1,950.00	0.00	1,950.00

**Port of Victoria
Profit & Loss Detail
June 2020**

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
6753035 · Property Maintenance							
Bill	06/02/2020	04510	Better Gardens Irrigation & Services	Lawn Care May 2020	60.00		60.00
Bill	06/11/2020	24045	Stanley Steemer Carpet Cleaner	USCG/ Admin Bldg Carpet Cleaned	525.00		585.00
Bill	06/21/2020	123798	Lee Backhoe Service, Inc.	Replaced Sewage Ejection Pump	495.00		1,080.00
Bill	06/24/2020	6305263...	Waste Management	8 YD Dumpster delivery fee from 1/30/20	185.00		1,265.00
Bill	06/24/2020	6305263...	Waste Management	8YD Dumpster Service	273.07		1,538.07
Bill	06/30/2020	178A	Commodity Switching Company, Inc.	So. Track Shredding/June 2020	372.97		1,911.04
			Total 6753035 · Property Maintenance		1,911.04	0.00	1,911.04
6753040 · Building Maintenance							
Bill	06/01/2020	000231-...	Spic & Span	Cleaning Services	1,050.00		1,050.00
Bill	06/01/2020	000231-...	Spic & Span	Trash Bags	13.90		1,063.90
Bill	06/05/2020	9091921...	AAA Air Conditioning, Inc.	Air-conditioning Repairs to Admin Bldg.	816.31		1,880.21
Bill	06/18/2020	61	D&B Construction	AdminBldg Office Ceiling Repair	425.00		2,305.21
Bill	06/18/2020	61	D&B Construction	Admin Bldg Repair/Paint Office Wall	135.00		2,440.21
Bill	06/21/2020	HD62120	Home Depot	Maintenance Supplies	83.14		2,523.35
Bill	06/30/2020	86062	Goyen Electric, Inc.	Repairs at the Coast Guard office.	643.28		3,166.63
			Total 6753040 · Building Maintenance		3,166.63	0.00	3,166.63
6753041 · Building Utilities							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	POV Admin Bldg Well	7.21		7.21
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	POV Admin Bldg	507.81		515.02
			Total 6753041 · Building Utilities		515.02	0.00	515.02
6753042 · Utilities - Liquid Cargo Dock							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Pole Lights	112.60		112.60
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Liq Dock #2	55.63		168.23
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Dock Bldg	14.22		182.45
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Harbor Mastor Office	70.03		252.48
			Total 6753042 · Utilities - Liquid Cargo Dock		252.48	0.00	252.48
6753043 · Utilities-Dock Crane							
Bill	06/12/2020	0545025...	TXU ENERGY RETAIL COMPANY, ...	Dock Crane	7.14		7.14
			Total 6753043 · Utilities-Dock Crane		7.14	0.00	7.14
6753051 · Lift Bridge Other Maintenance							
Bill	06/25/2020	86036	Goyen Electric, Inc.	Repairs - Brass nipple and Inbound Light	643.95		643.95
			Total 6753051 · Lift Bridge Other Maintenance		643.95	0.00	643.95

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**Port of Victoria
Profit & Loss Detail
June 2020**

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
6753052 · LiftBridge Operations							
Bill	06/01/2020	8207	Ship Tracks, LLC	Monthly Subscription	1,500.00		1,500.00
Bill	06/01/2020	8207	Ship Tracks, LLC	Rail Monitoring	2,000.00		3,500.00
Bill	06/01/2020	8207	Ship Tracks, LLC	Dedicated Server	500.00		4,000.00
Bill	06/08/2020	111289...	TISD.Net Internet Services	Lifbridge Internet	123.49		4,123.49
			Total 6753052 · LiftBridge Operations		4,123.49	0.00	4,123.49
6753056 · Railroad Spur Line Maintenance							
Bill	06/18/2020	4927	Diamond K Services, LLC	Clean out Flangeways/ Equalizer Portion of Track 718	8,459.00		8,459.00
			Total 6753056 · Railroad Spur Line Maintenance		8,459.00	0.00	8,459.00
6753067 · Telephone							
Bill	06/18/2020	8264374...	AT&T Mobility	Sean Stibich	80.89		80.89
Bill	06/18/2020	8264374...	AT&T Mobility	Micheal Ortiz	159.60		240.49
Bill	06/18/2020	8264374...	AT&T Mobility	Randy Insley	78.29		318.78
			Total 6753067 · Telephone		318.78	0.00	318.78
			Total 6752999 · Operating Expense		46,859.91	0.00	46,859.91
6754000 · Other Services & Charges							
6754003 · Professional Services							
Bill	06/01/2020	1138	The Emmett Company	POV Monthly fees - Professional Services	6,000.00		6,000.00
			Total 6754003 · Professional Services		6,000.00	0.00	6,000.00
6754004 · Auditing							
Bill	06/15/2020	79818	Harrison Waldrop & Uherek, LLP	2019 Port Audit	10,950.00		10,950.00
			Total 6754004 · Auditing		10,950.00	0.00	10,950.00
6754005 · Accounting							
Bill	06/15/2020	79818	Harrison Waldrop & Uherek, LLP	Bookkeeping services	250.00		250.00
Bill	06/25/2020	06252020	County Treasurer's Office	Bank Analysis Fees for the Month of May, 2020	259.99		509.99
Bill	06/30/2020	BUM630...	Bumgardner, Morrison & Company, ...	June Payroll Check Writing Services	220.00		729.99
			Total 6754005 · Accounting		729.99	0.00	729.99
6754007 · Engineering Services							
6754041 · General Engineering Services							
Bill	06/10/2020	159248	Civil Corp, LLC	General Services VCND (May services - received after ...	5,277.50		5,277.50
Bill	06/30/2020	159329	Civil Corp, LLC	General Services VCND - June Services	2,593.00		7,870.50
			Total 6754041 · General Engineering Services		7,870.50	0.00	7,870.50

Port of Victoria
Profit & Loss Detail
June 2020

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Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
6754043 · Railroad Spur Extension							
Bill	06/10/2020	159247	Civil Corp, LLC	New Rail Spur (May services - received after we closed...	41,996.00		41,996.00
Bill	06/30/2020	159330	Civil Corp, LLC	New Rail Spur - June Services	13,129.00		55,125.00
			Total 6754043 · Railroad Spur Extension		55,125.00	0.00	55,125.00
			Total 6754007 · Engineering Services		62,995.50	0.00	62,995.50
6754008 · Legal Services							
6754021 · Legal Services-Regular							
Bill	06/30/2020	6584	The Law Office of Duane G. Crocker...	Legal Services for the Month of June 2020	15,675.00		15,675.00
			Total 6754021 · Legal Services-Regular		15,675.00	0.00	15,675.00
6754022 · Legal Services-Special Projects							
Bill	06/30/2020	202006	TCB Land Services	Identify ownership of Tract 3-K #5070	3,758.53		3,758.53
			Total 6754022 · Legal Services-Special Projects		3,758.53	0.00	3,758.53
			Total 6754008 · Legal Services		19,433.53	0.00	19,433.53
			Total 6754000 · Other Services & Charges		100,109.02	0.00	100,109.02
6755000 · Property & Building Expenses							
6755552 · Smith Property Pmt							
Bill	06/01/2020	06152020	Prosperity Bank	June, 2020 Smith Property Payment	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		214,156.45	0.00	214,156.45
			Total Expense		214,156.45	0.00	214,156.45
			Net Ordinary Income		214,156.45	205,370.50	-8,785.95
			Net Income		214,156.45	205,370.50	-8,785.95

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Port of Victoria
Income by Customer Summary
June 2020

	Jun 20
Coast Guard/GSA	3,417.09
ConAgra/Gavilon	1,038.86
CRU Victoria Investments, LLC	13,384.36
EnLink Midstream -Liquids Marketing	9,869.10
EnLink Midstream Partners, LP-Operations	3,442.52
EnLink Midstream Partners, LP (Lease)	23,891.78
Equalizer Inc	6,494.93
Equalizer Inc. (Wharfage)	12,529.33
Fordyce, Ltd	12,775.29
Green Lake Investments, LLC	3,350.00
Gulf Mark Energy, Inc.	33,163.55
Hailey's Harbor, LLC.	2,580.00
Invista	13,420.80
Jimmy Sanders, Inc.	1,836.20
Jonathan Hein	500.00
MTI Logistics LLC	5,079.50
Texas Flow Tankage, LLC.	8,423.04
United Agricultural Cooperative, Inc	1,199.15
Victoria Bloomington LLC	27,104.00
Victoria Fleet, L.L.C.	397.50
TOTAL	<u>183,897.00</u>

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Cash Basis

Port Of Victoria
Ranking by Customer Income Summary
June 2020

	<u>JUNE 20</u>	
EnLink Midstrea	33,760.00	Crude Oil, Lease, Dockage
Gulf Mark Energy	33,163.55	Crude Oil, Lease
Victoria Blooming	27,104.00	Fleeting
Equalizer Inc.	19,024.26	Frac Sand, Lease, Dockage
Invista	13,420.80	Chemical
CRU Victoria Inve	13,384.36	Frac Sand, Lease
Fordyce, Ltd	12,775.29	Sand & Gravel
Texas Flow Tank	8,423.04	Crude Oil, Lease, Dockage
MTI Logistics LLC	5,079.50	Pipe Cars
EnLink Midstrea	3,442.52	Crude Oil, Lease, Dockage
Coast Guard/GSA	3,417.09	Admin Bldg. Lease
Green Lake Inves	3,350.00	Crude Oil
Hailey's Harbor, L	2,580.00	Dockage
Jimmy Sanders, I	1,836.20	Fertilizer, Lease
United Agricultur	1,199.15	AG Products, Lease
ConAgra/Gavilon	1,038.86	Fertilizer, Lease, Dockage
Jonathan Hein	500.00	Residential Lease
Victoria Fleet, L.L	397.50	Fleeting
<hr/>		
TOTAL	<u><u>183,896.12</u></u>	

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Port of Victoria
Income by Customer Summary
January through June 2020

	<u>Jan - Jun 20</u>
Calumet Specialty Products Partners,LP	790.00
Canal Barge Company, Inc.	2,382.00
Cape & Son	750.00
Coast Guard/GSA	20,502.54
ConAgra/Gavilon	32,314.56
CRU Victoria Investments, LLC	70,180.44
EnLink Midstream -Liquids Marketing	147,037.03
EnLink Midstream Partners, LP-Operations	21,132.00
EnLink Midstream Partners, LP (Lease)	71,675.34
Equalizer Inc	48,506.33
Equalizer Inc. (Wharfage)	189,396.58
Fordyce, Ltd	81,745.10
Green Lake Investments, LLC	7,810.00
Gulf Mark Energy, Inc.	286,317.18
H-2 Enterprises, LLC	10,000.00
Hailey's Harbor, LLC.	2,580.00
Invista	95,959.81
Jimmy Sanders, Inc.	11,750.00
Jody Studer	2,530.00
Jonathan Hein	3,000.00
Mammoet USA South Inc.	6,294.94
MTI Logistics LLC	60,093.50
Robert Ramirez	4,476.00
Texas Flow Tankage, LLC.	110,015.13
United Agricultural Cooperative, Inc	46,324.39
Victoria Bloomington LLC	189,728.00
Victoria Fleet, L.L.C.	53,555.50
TOTAL	<u><u>1,576,846.37</u></u>

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Cash Basis

Port of Victoria
Ranking by Customer Income Summary
January through June 2020

	<u>Jan - Jun 20</u>	
Gulf Mark Energy, Inc.	286,317.18	Crude Oil, Lease
EnLink Midstream Partr	239,844.37	Crude Oil, Lease, Dockage
Equalizer Inc	237,902.91	Frac Sand, Lease, Dockage
Victoria Bloomington LI	189,728.00	Fleeting
Texas Flow Tankage, LI	110,015.13	Crude Oil, Lease, Dockage
Invista	95,959.81	Chemical
Fordyce, Ltd	81,745.10	Sand & Gravel
CRU Victoria Investmen	70,180.44	Frac Sand, Lease
MTI Logistics LLC	60,093.50	Pipe Cars
Victoria Fleet, L.L.C.	53,555.50	Fleeting
United Agricultural Coo	46,324.39	AG Products, Lease
ConAgra/Gavilon	32,314.56	Fertilizer, Lease, Dockage
Coast Guard/GSA	20,502.54	Admin Bldg. Lease
Jimmy Sanders, Inc.	11,750.00	Fertilizer, Lease
H-2 Enterprises, LLC	10,000.00	Lease
Green Lake Investment	7,810.00	Crude Oil
Mammoet USA South In	6,294.94	Heavy Lifting, Dock Usage
Robert Ramirez	4,476.00	Easement Expense Reimbursement
Jonathan Hein	3,000.00	Residential Lease
Hailey's Harbor, LLC.	2,580.00	Dockage
Jody Studer	2,530.00	AG Grazing Lease
Canal Barge Company,	2,382.00	Dock Damage
Calumet Specialty Prod	790.00	Rail Car Storage
Cape & Son	750.00	Lease
TOTAL	<u>1,576,846.37</u>	

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07/16/20

Cash Basis

Port of Victoria
Expenses by Vendor Summary
June 2020

	<u>Jun 20</u>
AAA Air Conditioning, Inc.	816.31
Agility Recovery Solutions, Inc.	435.50
Aqua Beverage Company	29.24
Arnold's Plumbing & Reroute Service	1,279.60
AT&T (Office Internet)	849.30
AT&T Mobility	385.47
Better Gardens Irrigation & Services	60.00
BINARY HONCHO, LLC	172.50
Blue Cross & Blue Shield Of Texas	1,890.68
Bumgardner, Morrison & Company, LLP	104.00
Carey Environmental Services	1,950.00
Christopher G. Insley	2,175.50
Civil Corp, LLC	47,273.50
Commodity Switching Company, Inc.	1,041.52
Corpus, Regina R	3,670.23
County Treasurer's Office	189.24
D&B Construction	560.00
Diamond K Services, LLC	8,459.00
DirectV	40.99
Fagan Answering Service, Inc.	65.00
Guardian	743.16
Gulf Coast Paper Co., Inc.	30.46
Holt Cat	3,565.00
Home Depot	190.60
Inland Rivers, Ports & Terminals, Inc.	825.00
Insley, Randolph S.	6,387.50
KONECRANES INC.	2,797.00
Michael Ortiz	4,158.88
New Distributing Co., Inc.	721.33
Office Depot	173.99
Prosperity Bank	9,223.11
Prosperity Bank Trust Department	2,902.72
Schuenemann, Jeanne C.	4,720.56
Ship Tracks, LLC	4,000.00
Spic & Span	1,063.90
Stanley Steemer Carpet Cleaner	525.00
Stibich, Sean	27,667.98
TCB Land Services	2,755.33
Texas Ass'n of Counties Risk Mgmt Pool	625.00
Texas Water Conservation	15,175.00
The Emmett Company	6,000.00
The Law Office of Duane G. Crocker, PC	14,098.50
TISD.Net Internet Services	123.49
Toshiba Business Solutions, USA	23.68
TXU ENERGY RETAIL COMPANY, LLC	4,127.33
united States Treasury	3,712.95
Victoria Advocate	351.68
Victoria Electric Cooperative, Inc.	32.57
Waste Management	192.67
WolfePak Software, LLC	750.00
TOTAL	<u>189,111.97</u>

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Port of Victoria
Expenses by Vendor Summary
 January through June 2020

	<u>Jan - Jun 20</u>
AAA Air Conditioning, Inc.	816.31
ADT	277.12
Agility Recovery Solutions, Inc.	2,613.00
AP CUSTOMER	-42,235.32
Appliance Pro LLC	741.99
Aqua Beverage Company	253.44
Arnold's Plumbing & Reroute Service	4,588.30
AT&T (Office Internet)	5,499.49
AT&T (Office Phones)	724.81
AT&T Mobility	2,332.08
BBVA Compass Bank	720,549.50
Better Gardens Irrigation & Services	360.00
BINARY HONCHO, LLC	3,935.00
Blue Cross & Blue Shield Of Texas	11,344.08
Brannan Paving Company, LTD	28,329.00
Brian H. Ferguson	1.37
Brusniak Law	400.43
Bugmobile	270.00
Bumgardner, Morrison & Company, LLP	1,324.00
Carey Environmental Services	12,150.00
Christopher G. Insley	13,708.50
Cintas	36.83
Civil Corp, LLC	165,830.02
Commodity Switching Company, Inc.	1,413.97
Corpus, Regina R	21,439.90
County Treasurer's Office	1,191.02
D&B Construction	560.00
Diamond K Services, LLC	53,484.58
DirectV	243.94
DSHS Central Lab MC2004	389.29
Empire Field Services, LLC	4,975.00
Fagan Answering Service, Inc.	390.00
Goyen Electric, Inc.	14,057.58
Goyen Services	1,985.00
Guardian	4,458.96
Gulf Coast Paper Co., Inc.	123.13
Gulf Ports Association	400.00
Hofer, Russell	9,955.00
Holt Cat	7,313.82
Home Depot	1,324.64
Inland Rivers, Ports & Terminals, Inc.	825.00
Insley, Randolph S.	38,325.00
Integrated Environmental Solutions, LLC.	11,849.95
James Teleco	105.00
KONECRANES INC.	10,791.62
Lee Backhoe Service, Inc.	1,026.00
Lone Star Septic Service	350.00
Martin Printing Company	207.00
Michael Ortiz	24,197.12
Modjeski And Masters. Inc.	2,697.69
New Distributing Co., Inc.	2,407.67
Office Depot	332.60
Oil Patch Petroleum, Inc	1,884.85
Platinum Home Investments LLC	24.44
Promotion and Development Fund	164,725.36
Prosperity Bank	55,338.66
Prosperity Bank Trust Department	15,768.86
PROSPERITY BANK VISA CARD	6,479.57
Randy S. Insley	199.28
Raymond Butler	1,110.00
Regions Equipment Finance Corp	876,799.04
Rexco, Inc.	28,194.98
Robert P. & Wanda L. Barnwell	435.97
Schuenemann, Jeanne C.	27,785.40
Securitas Security Services USA, Inc.	3,970.00
Security Quality Solutions & Integ, Inc.	7,908.06

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Cash Basis

Port of Victoria
Expenses by Vendor Summary
January through June 2020

	<u>Jan - Jun 20</u>
Ship Tracks, LLC	24,000.00
Spic & Span	6,326.38
Stanley Steemer Carpet Cleaner	525.00
Stibich, Sean	97,855.63
TCB Land Services	14,679.26
Texas Ass'n of Counties Risk Mgmt Pool	2,347.00
Texas Association of Counties	112.59
Texas Commission On Environmental Qu...	105.00
Texas Water Conservation	15,533.00
The Emmett Company	36,000.00
The Law Office of Duane G. Crocker,PC	91,767.30
TISD.Net Internet Services	773.44
Toshiba Business Solutions, USA	180.06
Tracker Boat Center	-153.42
TXU ENERGY RETAIL COMPANY. LLC	20,405.68
Union Pacific Railroad Company	5,680.25
united States Treasury	16,950.16
Victoria Advocate	351.68
Victoria Central Appraisal District	20,470.18
Victoria Electric Cooperative, Inc.	197.76
Waste Management	4,033.25
WolfePak Software, LLC	2,250.00
TOTAL	<u>2,701,685.10</u>

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2015 Bond Construction Fund
Balance Sheet
As of June 30, 2020

	<u>Jun 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1011000 · Prosperity-2015 Construction	664,494.83
Total Checking/Savings	<u>664,494.83</u>
Total Current Assets	664,494.83
Fixed Assets	
1715621 · McCoy Rd Extension	6,299,207.72
Total Fixed Assets	<u>6,299,207.72</u>
TOTAL ASSETS	<u>6,963,702.55</u>
LIABILITIES & EQUITY	
Equity	
31000* · Investment in Capital Assets	6,299,207.72
32000 · Retained Earnings	716,788.70
Net Income	<u>-52,293.87</u>
Total Equity	<u>6,963,702.55</u>
TOTAL LIABILITIES & EQUITY	<u>6,963,702.55</u>

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2015 Bond Construction Fund
Profit & Loss Budget Performance
June 2020

	<u>Jun 20</u>	<u>Budget</u>	<u>Jan - Jun...</u>	<u>YTD Bud...</u>	<u>Annual B...</u>
Income					
3611000 · Interest Earnings	130.68	1,666.67	3,078.13	10,000.02	20,000.00
3611001 · Miscellaneous Reimbursements	0.00		195,498.00		
Total Income	<u>130.68</u>	<u>1,666.67</u>	<u>198,576.13</u>	<u>10,000.02</u>	<u>20,000.00</u>
Expense					
6500050 · Road Improvements					
6500051 · McCoy Road Extension	0.00		3,650.00		
6500053 · Rider 45 (25%)	0.00	0.00	0.00	431,326.94	431,326.94
Total 6500050 · Road Improvements	<u>0.00</u>	<u>0.00</u>	<u>3,650.00</u>	<u>431,326.94</u>	<u>431,326.94</u>
6750000 · Expenditures					
6752999 · Operating Expense					
6753037 · Canal Maintenance Dredging	0.00	235,220.00	247,220.00	235,220.00	235,220.00
Total 6752999 · Operating Expense	<u>0.00</u>	<u>235,220.00</u>	<u>247,220.00</u>	<u>235,220.00</u>	<u>235,220.00</u>
6754000 · Other Services & Charges					
6754007 · Engineering Services					
6754046 · Industrial Park Improvem...	0.00	4,583.34	0.00	27,500.04	55,000.00
Total 6754007 · Engineering Services	<u>0.00</u>	<u>4,583.34</u>	<u>0.00</u>	<u>27,500.04</u>	<u>55,000.00</u>
Total 6754000 · Other Services & Charges	<u>0.00</u>	<u>4,583.34</u>	<u>0.00</u>	<u>27,500.04</u>	<u>55,000.00</u>
Total 6750000 · Expenditures	<u>0.00</u>	<u>239,803.34</u>	<u>247,220.00</u>	<u>262,720.04</u>	<u>290,220.00</u>
Total Expense	<u>0.00</u>	<u>239,803.34</u>	<u>250,870.00</u>	<u>694,046.98</u>	<u>721,546.94</u>
Net Income	<u>130.68</u>	<u>-238,136.67</u>	<u>-52,293.87</u>	<u>-684,046.96</u>	<u>-701,546.94</u>

2015 Bond Construction Fund
Profit & Loss Detail
 June 2020

9:33 AM
 07/16/20
 Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Income							
3611000 · Interest Earnings						130.68	130.68
De... 06/30/2020				Interest	0.00	130.68	130.68
Total 3611000 · Interest Earnings					0.00	130.68	130.68
Total Income							
Expense							0.00
Net Income					0.00	130.68	130.68

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Port of Victoria Promotion and Development Fund

Balance Sheet

As of June 30, 2020

	<u>Jun 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Prosperity Bank	<u>387,844.13</u>
Total Checking/Savings	<u>387,844.13</u>
Total Current Assets	<u>387,844.13</u>
TOTAL ASSETS	<u>387,844.13</u>
LIABILITIES & EQUITY	
Equity	
32000 · Unrestricted Net Assets	266,568.21
Net Income	<u>121,275.92</u>
Total Equity	<u>387,844.13</u>
TOTAL LIABILITIES & EQUITY	<u>387,844.13</u>

Port of Victoria Promotion and Development Fund

Profit & Loss Budget Performance

June 2020

	<u>Jun 20</u>	<u>Budget</u>	<u>Jan - Jun 20</u>	<u>YTD Budget</u>	<u>Annual Bu...</u>
Ordinary Income/Expense					
Income					
3611000 · Fund Account POV Operations	0.00	12,500.00	164,725.36	75,000.00	150,000.00
3612000 · Interest Income	77.59	333.34	1,330.26	2,000.04	4,000.00
Total Income	77.59	12,833.34	166,055.62	77,000.04	154,000.00
Expense					
6753014 · Promotion & Development Expe...	5,000.00	7,700.00	44,779.70	107,800.00	150,000.00
Total Expense	5,000.00	7,700.00	44,779.70	107,800.00	150,000.00
Net Ordinary Income	-4,922.41	5,133.34	121,275.92	-30,799.96	4,000.00
Net Income	<u>-4,922.41</u>	<u>5,133.34</u>	<u>121,275.92</u>	<u>-30,799.96</u>	<u>4,000.00</u>

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

June 2020

9:38 AM
07/16/20
Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
3612000 · Interest Income						77.59	77.59
Deposit 06/30/20;				Interest			
Total 3612000 · Interest Income					0.00	77.59	77.59
Total Income					0.00	77.59	77.59
Expense							
6753014 · Promotion & Development Expense					5,000.00		5,000.00
Bill 06/25/20; 070120... VEDC				Monthly Contract Ser...			
Total 6753014 · Promotion & Development Expense					5,000.00	0.00	5,000.00
Total Expense					5,000.00	0.00	5,000.00
Net Ordinary Income					5,000.00	77.59	-4,922.41
Net Income					5,000.00	77.59	-4,922.41

Port Facilities Corp.
Balance Sheet
As of June 30, 2020

	<u>Jun 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Prosperity Bank	116.44
Total Checking/Savings	<u>116.44</u>
Total Current Assets	<u>116.44</u>
TOTAL ASSETS	<u><u>116.44</u></u>
LIABILITIES & EQUITY	
Equity	
2711000 · Unreserved Fund Balance	110.15
32000 · Retained Earnings	5.71
Net Income	0.58
Total Equity	<u>116.44</u>
TOTAL LIABILITIES & EQUITY	<u><u>116.44</u></u>

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9:40 AM

07/16/20

Accrual Basis

Port Facilities Corp.

Profit & Loss

June 2020

	<u>Jun 20</u>
Income	
3611000 · Interest Earnings	<u>0.02</u>
Total Income	0.02
Expense	<u>0.00</u>
Net Income	<u><u>0.02</u></u>

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Port of Victoria
Expenses by Vendor Summary
June 17 through July 16, 2020

	<u>Jun 17 - Jul 16, 20</u>
AT&T (Office Internet)	838.43
AT&T Mobility	385.47
Blue Cross & Blue Shield Of Texas	1,890.68
Bosart Lock & Key, Inc.	224.95
Christopher G. Insley	2,356.00
Corpus, Regina R	3,670.23
D&B Construction	1,820.00
Diamond K Services, LLC	8,459.00
DirecTv	40.99
Fagan Answering Service, Inc.	65.00
Guardian	743.16
Harrison Waldrop & Uherek, LLP	11,200.00
Home Depot	83.14
Insley, Randolph S.	6,387.50
Lee Backhoe Service, Inc.	495.00
Michael Ortiz	4,158.88
Office Depot	173.99
Prosperity Bank	9,223.11
Prosperity Bank Trust Department	2,277.72
Randy S. Insley	101.27
Schuenemann, Jeanne C.	4,720.56
Security Quality Solutions & Integ, Inc.	2,184.00
Ship Tracks, LLC	4,000.00
Spic & Span	1,310.00
Stanley Steemer Carpet Cleaner	525.00
Stibich, Sean	27,667.98
TCB Land Services	3,758.53
Texas Association of Counties	59.21
Texas Water Conservation	15,635.00
TXU ENERGY RETAIL COMPANY. LLC	4,160.47
united States Treasury	3,726.70
Victoria Chamber of Commerce	290.00
Victoria Electric Cooperative, Inc.	31.94
Waste Management	-52.05
WolfePak Software, LLC	750.00
TOTAL	<u><u>123,361.86</u></u>

Approved

By

Date

3/6

VCND Monthly Board Meeting
CivilCorp, LLC Facilities Update Report

July 21, 2020

- McCoy/Bayer Road – TxDOT Rider 45 Grant Project
 - Rail agreement sent to UPRR
 - Once we have RR schedule, we will be ready to bid project

- USACE Easement Disposal project
 - No new news-still awaiting final review
- USACE Project Study
 - Conference call with USACE and FEMA on June 9th. FEMA will comment on scope before USACE finalizes
 - Awaiting response from USACE

- Rider 38 Funding
 1. Application approved for Truck Queueing project
 2. AFA (Advance Funding Agreement) is being prepared
 3. We will begin plan work for this project

- FEMA-
 - 30-day non-technical comment period ended.
 - 90-day appeal period starting late summer/early fall.
 - Resolve appeals 7 to 10 months (by spring 2021)
 - Letter of Final Determination late summer 2021
 - Effective maps 180 days later in 2022

- Loop Rail- Revising plans per UPRR preliminary comments. Coordinating with UPRR on submittal. Plans are 95% complete. Sent plans to Gordian for quote. Received Quote for \$4,99,513 (using crushed concrete-would need to get approval from UPRR). Original Quote was for approximately \$5.8 million.