

AGENDA

**Port Freeport
Port Commission
Regular Meeting
Thursday, September 23, 2021, 1:00 pm - 5:00 pm
In Person & Videoconference - Administration Building - 1100 Cherry Street - Freeport**

This meeting may be attended virtually or in person.

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." This statute provides public officials, employees and members of the public may participate remotely in a public meeting by videoconference call. The Port Commission is utilizing this existing statute to ensure the greatest amount of access to the public and ensure the ability of all Commissioners to participate in meetings during the COVID-19 pandemic.

The quorum of the Port Commission will be located at the Commissioner Meeting Room located at 1100 Cherry Street, Freeport, Texas ("Meeting Location"). The Port Commission intends to have a quorum at the Meeting Location. The presiding Commissioner of this meeting will be physically present at the Meeting Location. The public will be permitted to physically attend the meeting at the Meeting Location.

Public comment will be available at the beginning of the meeting during the agenda item devoted to public comment. Public comment may be communicated virtually and in person, but in either event public comment will be limited to 5 minutes per participant and must be communicated verbally. Following public comment, the public will not be permitted to communicate with the Port Commission.

This meeting agenda and agenda packet is posted online at www.portfreeport.com

The videoconference is available online as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/85155906979?pwd=YlI5V0w5emhDWXhvQzJYbHhpVncxdz09>

Meeting ID: 851 5590 6979

Passcode: 267286

Dial by your location

1 346 248 7799 US (Houston)

1 669 900 9128 US (San Jose)

1 253 215 8782 US (Tacoma)

1 646 558 8656 US (New York)

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1 312 626 6799 US (Chicago)

Meeting ID: 851 5590 6979

Find your local number: <https://us02web.zoom.us/j/85155906979>

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Invocation.
3. Pledge of Allegiance: U.S. Flag & Texas Flag
4. Roll Call.

5. Public Comment. (Public Comment. (Public comment will be limited to 5 minutes per participant and can be completed in person or virtually))
6. Approval of minutes from the Regular Meeting held September 9, 2021.
7. Receive update from staff regarding Hurricane Nicholas.
8. Receive reports from Executive Staff on activities and matters related to COVID-19 health safety matters, administrative affairs, financial results, facility engineering matters, operations and vessel activity, port safety matters, port security matters, Port tenant updates, USCOE, and other related port affairs.
 - A. Executive Director/CEO
 - B. Chief Financial Officer
 - C. Director of Engineering
 - D. Director of Operations
 - E. Director of Business & Economic Development
9. Receive report from Commissioners on matters related to:
 - A. September 9 and 23 Finance Advisory Committee
 - B. September 9 OSS Advisory Committee
 - C. Meetings and conferences attended, Port presentations and other related Port Commission matters.
10. Approval of financial reports presented for the period ending August 31, 2021.
11. Approval of proposed adjustments to Port Freeport Tariff No. 005.
12. Approval of a contract to Covenant K9 Detection Services for security K9 contract services.
13. EXECUTIVE SESSION in accordance with Subchapter D of the Open Meetings Act, Texas Government Code Section 551.001, et. seq., to review and consider the following:
 - A. Under authority of Section 551.071 (Consultation with Attorney):
 1. Consultation with attorney to discuss potential litigation.
 2. Consultation with attorney to discuss pending litigation.
 - B. Under authority of Section 551.072 (Deliberation of Real Property Matters) for discussion regarding:
 1. Discussion regarding the potential exchange, lease, or value of real property located in Freeport, Texas, including but not limited to the area known as the East End of Freeport and bordered by or adjacent to the following streets: FM 1495; East 2nd Street; Terminal Street and East 8th Street in Freeport, Texas.
 2. The potential purchase, exchange, lease or value of real property located at Port Freeport, including but not limited to the real property located at and contiguous to Berths 1, 2, 5 and 7.
 3. The potential exchange, lease, or value of real property located at Port Freeport, including but not limited to Parcel 14.
 - C. Under authority of Section 551.076 (Deliberation of Security Matters) for discussion regarding:
 1. Discussion regarding issues related to the deployment, or specific occasions for implementation of security personnel or devices or security audit and services.
14. RECONVENE OPEN SESSION:
15. Adjourn.

The Port Commission does not anticipate going into a closed session under Chapter 551 of the Texas Government Code at this meeting for any other items on the agenda, however, if necessary, the Port Commission may go into a closed session as permitted by law regarding any item on the agenda.

With this posted notice, Port Commissioners have been provided certain background information on the above listed agenda items. Copies of this information can be obtained by the public at the Port Administrative offices at 1100 Cherry Street, Freeport, TX.



Phyllis Saathoff, Executive Director/CEO
PORT FREEPORT

Minutes of Port Commission Regular Meeting

September 9, 2021

In Person & Videoconference

A Regular Meeting of the Port Commission of Port Freeport was held September 9, 2021, beginning at 1:03 PM at the Administration Building, 1100 Cherry Street, Freeport, Texas.

This meeting may be attended virtually or in person.

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." This statute provides public officials, employees and members of the public may participate remotely in a public meeting by videoconference call. The Port Commission is utilizing this existing statute to ensure the greatest amount of access to the public and ensure the ability of all Commissioners to participate in meetings during the COVID-19 pandemic.

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<https://us02web.zoom.us/j/86475009162?pwd=eDZoa3dLcldhOWFzVkVycUM0VzdrUT09>

Meeting ID: 864 7500 9162

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1 312 626 6799 US (Chicago)

1 646 558 8656 US (New York)

Meeting ID: 864 7500 9162

Find your local number: <https://us02web.zoom.us/u/kbmkKZRhbO>

Commissioners present:

Mr. John Hoss, Chairman

Mr. Rudy Santos, Vice Chairman

Mr. Dan Croft, Secretary

Mr. Rob Giesecke, Asst. Secretary

Mr. Ravi Singhania, Commissioner

Mr. Shane Pirtle, Commissioner

Staff Members Present:

Mr. Jason Cordoba, Legal Counsel
Ms. Phyllis Saathoff, Executive Director/CEO
Mr. Rob Lowe, Director of Administration/CFO
Mr. Al Durel, Director of Operations
Mr. Mike Wilson, Director of Economic Development & Freight Mobility
Mr. Jason Hull, Director of Engineering
Mr. Chris Hogan, Director of Protective Services
Mr. Jason Miura, Director of Business & Economic Development
Mr. Brandon Robertson, Network Systems Manager
Ms. Missy Bevers, Executive Assistant
Ms. Mary Campus, Controller
Mr. Jesse Hibbetts, Operations Manager
Mr. Jason Caywood, Security Technician
Ms. Tricia Vela, Public Affairs Assistant

Also, present:

Mr. Bobby Fuller, Texas Port Ministry
Mr. Jason Foltyn, HDR
Ms. Barbara Fratila
Ms. Stephanie Thomas

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Invocation – Mr. Bobby Fuller, Texas Port Ministry
3. Pledge of Allegiance – U.S. Flag and Texas Flag
4. Roll Call – Commissioner Hoss noted that all Commissioners were present in the board room.
5. Public Comment – There were no public comments.
6. Approval of minutes from a Regular Meeting held August 26, 2021.

Ms. Saathoff noted that a correction was made to the first proposed rate by Commissioner Giesecke of 0.016606. The decimal was in the wrong place and has been corrected.

A motion was made by Commissioner Santos to approve the minutes with the correction noted by Ms. Saathoff. The motion was seconded by Commissioner Pirtle with all Commissioners present voting in favor of the motion.

7. Receive reports from Executive Director/CEO and/or Port staff on activities and matters related to COVID-19 health safety matters, administrative affairs, financial results, facility engineering matters, operations and vessel activity, port safety matters, port security matters, Port tenant updates, USCOE, and other related port affairs.

Ms. Saathoff reported the annual golf tournament preparations are progressing with all morning flights filled and sponsorships continuing to come in. The tournament is slated for

October 18 and will benefit Texas Port Ministry. The USACE Galveston District published a public notice regarding upcoming informational sessions to address the Freeport and Vicinity Coastal Storm Risk Management Project which includes features of the Sabine to Galveston Bay program. The sessions will be held virtually September 22 and 23. The AAPA Annual Convention is moving forward and is offering a virtual option at a reduced rate for those who do not want to attend in person. The Texas Ports Association and Texas ports have agreed that each port will submit a gift basket to be auctioned off during the event to raise funds and support the AAPA relief program, which helps families impacted by the recent storm in Louisiana.

8. Receive report from Commissioners on matters related to meetings and conferences attended, Port presentations and other related Port Commission matters.

Commissioner Croft reported attending the Friends of the River meeting.

Commissioner Singhanian also reported attending the Friends of the River meeting.

Commissioner Hoss noted that he will not be attending the AAPA Annual Convention and after reviewing the virtual option, he will opt out of that as well.

9. Approval to ratify Change Order No. 1 to AAR Incorporated in the amount of \$4,830.00 for debris clean-up for the East End Properties 2021 project.

Mr. Hull stated the change order in the amount of \$4,830 was to clean up debris from a property the Port now owns.

A motion was made by Commissioner Pirtle to approve the ratification of Change Order No. 1. The motion was seconded by Commissioner Santos with all Commissioners present voting in favor of the motion.

10. Approval of a Form of Credentials appointing Phyllis Saathoff as delegate to the Annual Convention and Annual Meeting of the American Association of Port Authorities.

Ms. Saathoff stated the form before the Board is the standard form of credentials for the upcoming convention. With Commissioner Hoss not attending the convention, the alternate delegate will be changed to Commissioner Singhanian.

A motion was made by Commissioner Croft to approve the form with the recommended change. The motion was seconded by Commissioner Pirtle with all Commissioners present voting in favor of the motion.

11. Conduct workshop regarding Fiscal Year 2021/2022 Budget for Port Freeport.

Mr. Lowe stated that budget has been reviewed through the appropriate committees, i.e., Finance – Revenue; Strategic Planning – Capital Spending; Personnel – Personnel and Benefits. The overall summary shows \$39.9 million in operating revenues and \$21.4 million in operating expenses which produces an operating profit of \$18.4 million. A decrease in net assets of \$15.1 million is anticipated due to the Freeport Harbor Channel Improvement Project. Planned capital expenditures amount to \$55.8 million plus contributed to others of \$31 million for a total of \$86.8 million which will be funded through a combination of cash

flows, holdings in the capital reserve, debt and grants. Debt service interest expense on existing debt amounts to \$9.1 million. Staff anticipates \$25 million in revenue backed debt issuance for Port Capital Improvement projects that will equate to an additional \$450 thousand in interest expense and bond issuance costs. It is anticipated the balance in unrestricted funds will be \$32.3 million by year end. Mr. Lowe noted the only change from the August 26 meeting is in the Use of Funds graphic showing the breakdown between the debt service revenue bonds and debt service GO bonds. Revenues show that 86% of revenues are generated via harbor and lease activities with the remaining 14% coming through ad valorem taxes. Total operating revenues is \$39.9 million with harbor revenues at \$27.6 million which is 4.3% over current year forecast due to increased LNG calls and Ro/Ro vessels. Tonnage is budgeted at \$16,776,234 million based on 541 ship calls. Lease revenues of \$12.2 million is a decrease over 2021 forecast of \$796 thousand, due to a ground reservation agreement termination. Ad valorem taxes is calculated using the proposed tax rate of \$0.04000/100 which is lower than the no new revenue tax rate of \$0.040800/100. Taxable value increased \$633 million in new improvements and expired tax abatements. Adding these to the tax rolls generates \$253 thousand in tax revenue. The Tax Levy projection graphic shows the split between the I&S rate and M&O rate and the projection as the Port continues issuance of the remaining \$55 million of voter authorized general obligation bonds and resulting impact of the increase tax base. Regarding operating expenses, Mr. Lowe noted that just under 80% of the Port's expenses are found in depreciation, wages and benefits, insurance and security. Port salaries, wages and benefits has an increase of \$603 thousand or 12%. Primary drivers include a 5% increase in CIP/merit raises (there was no increase in 2021). Additionally, two previously approved positions that are vacant and a request for two new positions. The previously approved positions include an Executive Assistant to the CEO and a Sales Representative. New positions include an IT Help Desk Technician and an Operations Specialist. There is 12% increase forecasted in group health insurance premiums and a 10% increase forecasted in dental and vision insurance premiums. This puts the percent of group health premiums to total wages and benefits at 17% and the percent of benefits to salaries and wages at 41%. The budget also assumes full anticipation in the retirement plan. Professional Services is budgeted at \$2.7 million which is an increase over the 2021 forecast of \$309 thousand. This does include security fees which represents approximately 65% of this category. In addition, surveying, environmental consulting, economic impact study, federal and state government liaisons, port planning services and a facility replacement cost update also encompass this category. Training, Travel, and Promotional is budgeted at \$802,900 which is an increase over 2021 forecasted \$446 thousand. Mr. Lowe noted the increase in this budget assumes that participation in various events will resume, including Breakbulk Conference, AAPA events, WGMA events, Greater Houston Partnership, GFOA, National Waterways Conference, etc. Also included in this category is a website redevelopment of \$150,000. Supplies budget is \$156,700 which is an increase of \$18 thousand due to the continuation of purchasing protection supplies for COVID as well as small miscellaneous equipment. Utilities has an increase of 7% or \$51,000 to \$800,500 which is primarily driven from a City of Freeport water and sewer increase. At this time, Commissioner Singhania inquired about the increase to utilities and the breakdown between electricity and water. Staff confirmed that 2021 saw a huge increase in water due to repairs from certain events, but also for a rate increase from the City of Freeport. Also at this time, Commissioner Giesecke inquired about the cell phone allowance for commissioners. After discussion, all agreed to revisit this topic at a later date. Business insurance increased 20% over 2021 forecasted for a total of \$1,557,500. Property renewal saw a 24% increase March 1, 2021, and the July 1, 2021, liability package renewal experienced a 12% increase. Other services and charges are \$216 thousand or 43% increase.

\$148 thousand of the increase is associated with the Manage Detection and Response security program the Port will be adding. The Port received a grant for 75% of the cost with those funds showing up in Other Revenue. Also included under this item is AAPA and TPA dues as well as contract labor additions to the operations staff which include a safety technician, customer service coordinator and maintenance technician. Maintenance and repair is a decrease of \$97 thousand or 9% over 2021 forecasted. Administration building major maintenance of \$150,000 is included under this item. Other items include security equipment, cleaning and maintenance of office buildings and mowing. Depreciation expense saw a 1% decrease of \$96 thousand due to the sale of the mobile harbor crane. Regarding debt interest and fees, staff has estimated \$15.4 million in principal and interest. Mr. Lowe also clarified what project is supported by each of the outstanding bonds. A look at the Port's Capital Expansion Plan of \$86,833,600 broken into four strategic initiatives that include the Freeport Harbor Channel project, continued buildout of the Port's Container Handling Facilities, warehousing and OEM distribution facilities and Port Infrastructure Support which includes capital maintenance, office/computer/IT related, security, vehicles and operational equipment. Finally, the Port's capital funding by source shows general obligation debt at 36%, revenue debt at 56%, general cash flow at 5% and grant application at 3%. Mr. Lowe ended the presentation by stating that in total, the plan presented would represent an operating income of \$18,424,600

12. Adoption of the FY 2021/2022 Budget for Port Freeport.

A motion was made by Commissioner Giesecke to zero out Port Commissioners cell phone allowance and zero out the Port Commissioners employee health benefits.

Mr. Cordoba clarified Commissioner Giesecke's motion by stating his motion was to approve the budget subject to these changes. The motion was seconded by Commissioner Singhanian for discussion.

Commissioner Singhanian stated that while he does not have a problem with the cell phone allowance, this includes a lot of other things related to this topic. He would like to see the Board discuss it in its entirety in a few months rather than take it a piece at a time and give staff time to gather all necessary information, i.e., legal ramifications, etc.

Mr. Lowe clarified that enrollment for health benefits runs through year end. The current health benefits are covered through December 31, 2021. Three months are budgeted at the current rate Commissioners are signed up for and nine months are included in the new budget that have not yet been committed to through the annual enrollment process. Benefits run calendar year and not fiscal year and thus the adjustment would only impact the equivalent of nine months.

Commissioner Giesecke modified his motion to zero out the Commissioner health benefits for the 2022 calendar year. The motion was seconded by Commissioner Singhanian with Commissioners Pirtle, Croft, Santos and Hoss voting no. The motion died for lack of support.

A motion was made by Commissioner Croft to adopt the budget as presented by staff. The motion was seconded by Commissioner Singhanian with Commissioners Pirtle, Croft, Santos, Singhanian, and Hoss voting in favor of the motion and Commissioner Giesecke voting no.

13. Adoption of a Resolution setting the 2021 Tax Rate for Port Freeport.

Mr. Lowe gave a small presentation regarding the proposed tax rate and budget schedule. The Commission previously passed a resolution proposing a rate of \$0.04000/100 which equates to total taxes of \$6,478,266. A comparison shows the breakdown between M&O and debt service for tax year 2020 and 2021. For tax rate year 2020, the total levy is \$6,240,614 and for tax rate year 2021 the tax levy is \$6,478,266 based on a taxable value of appraisal roll of \$16,195,665,393. Lastly, looking at the individual components, the M&O portion saw a decrease of the levy amount of \$359,716 while debt service had an increase in levy amount of \$597,368. Staff requests approval of the proposed tax rate.

A motion was made by Commissioner Singhania to adopt the tax rate of \$0.040000. The motion was seconded by Commissioner Santos with Commissioners Pirtle, Croft, Santos, Singhania, and Hoss voting in favor of the motion and Commissioner Giesecke voting no.

14. EXECUTIVE SESSION in accordance with Subchapter D of the Open Meetings Act, Texas Government Code Section 551.001, et. seq., to review and consider the following:

A. Under authority of Section 551.071 (Consultation with Attorney) for discussion regarding:

1. Consultation with attorney regarding Chapter 551 of the Texas Government Code.
2. Consultation with attorney to discuss potential litigation.
3. Consultation with attorney to discuss pending litigation.

B. Under authority of Section 551.072 (Deliberation Concerning Real Property Matters) for discussion regarding:

1. Discussion regarding the potential exchange, lease, or value of real property located in Freeport, Texas, including but not limited to the are known as the East End of Freeport and bordered by or adjacent to the following streets: FM1495; East 2nd Street; Terminal Street and East 8th Street in Freeport, Texas.
2. The potential purchase, exchange, lease, or value of real property located at Port Freeport, including but not limited to the real property located at and contiguous to Berths 1, 2, 5 and 7.
3. The potential exchange, lease, or value of real property located at Port Freeport, including but not limited to Parcel 14.

C. Under authority of Section 551.074 (Deliberation of Personnel Matters) for discussion regarding:

1. Deliberation regarding the appointment, employment, evaluation, reassignment, duties of a public officer or employee, including but not limited to: Executive Director/CEO.

15. RECONVENE OPEN SESSION:

16. Adjourn.

With no further business before the Commission, the meeting adjourned at 4:31 PM.

John Hoss, Chairman

Rudy Santos, Vice Chairman

Dan Croft, Secretary

Rob Giesecke, Asst. Secretary

Ravi K. Singhanian, Commissioner

Shane Pirtle, Commissioner



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(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 233-5625
WWW.PORTFREEPORT.COM

MEMORANDUM

TO: Phyllis Saathoff, Executive Director/CEO
FROM: Darlene Winkler, Communications Specialist
DATE: September 23, 2021
SUBJECT: Public Affairs – September 2021

PUBLIC AFFAIRS

Communications and Media

Staff continues to post on social media port facts, press releases, safety awareness, hurricane preparedness, and other information pertinent to our community.

Hurricane Season – The website and social media are being maintained as a resource to the public for information on tropical weather events and effects on Port operations.

COVID-19 – The website and various social media channels are being maintained as a resource to the public for information on COVID-19 as it relates to Port Freeport and the community.

Freeport Harbor Channel Marine Traffic – The website is being maintained as a resource to the Freeport Harbor Channel community for information on marine traffic related to FHCIP dredging that began in April 2021.

Freeport Harbor Channel Improvement Project – Staff continues to respond to inquiries from the public regarding Port Freeport and the Freeport Harbor Channel Improvement Project, as well as maintain updated information on both www.portfreeport.com and www.portfreeportbondelection.com.

Print and Social Media Monitoring – Staff continues to monitor publications, newspapers and social media for matters pertaining to Port Freeport.

Consultants – Staff has engaged with McGuireWoods Consulting, LLC to provide strategic communications, awareness, and social messaging. Staff has engaged with Legend Labs to commence brand repositioning and communications strategy. These efforts are ongoing. The workshops cancelled due to Hurricane Nicholas will be rescheduled.

Press Releases and News Postings – The following press release was distributed in September.

Port Commission Lowers Tax Rate And Approves 2022 Budget was released as a news posting on Port Freeport's website and Facebook on September 13, 2021 following the budget approval at the September 9, 2021 Regular Meeting of the Port Commission.

Community Events and Meetings

Port Events

Port Freeport Annual Golf Tournament – Planning is underway for the 10th Annual Port Freeport Golf Tournament to be held on Monday, October 18, 2021, at The Wilderness Golf Course in Lake Jackson, Texas for a two-flight shotgun start tournament. Sponsorship and additional tournament information are posted online at www.portfreeport.com/freeport-community/golf-tournament and will be marketed to over 700 Port Freeport contacts. An online registration web page link is available on the golf tournament page. There are over \$55,800 in sponsorship and team commitments. There are a total of 38 teams, with the morning flight being sold out.

Community Advisory Panel (C.A.P.) – The November C.A.P. meeting date and location will be announced.

Port Presentations, Tours, and Meetings

The Port didn't host any presentation, tours, or meetings in the month September.

Community Events and Meetings

September 7, 2021 – Brazosport Rotary Club (Miura speaker)

Upcoming Community Events and Meetings

Weekly – Business Roundtable Virtual Meetings (speakers vary)

September 25, 2021 - West Columbia Chamber of Commerce Gala

Rescheduled: September 27, 2021 – Angleton Chamber of Commerce Annual Fall Golf Tournament

September 30, 2021 - Angleton Chamber of Commerce monthly membership luncheon

Postponed date TBA - Brazoria Chamber of Commerce Annual Banquet (original 9/16/21)

Rescheduled to April 2022 - 100 Club of Brazoria County - Law Enforcement Appreciation Banquet (original 9/23/21)

October 1, 2021 - Brazosport College Foundation Annual Soiree

October 7, 2021 – Junior Achievement Hall of Fame

Rescheduled: October 11, 2021 - ABC Gulf Coast Golf Classic (Original 9/20/21)

November 5, 2021 - Brazoria County Transportation & Infrastructure Summit (Saathoff speaking) (original date 9/15/21)



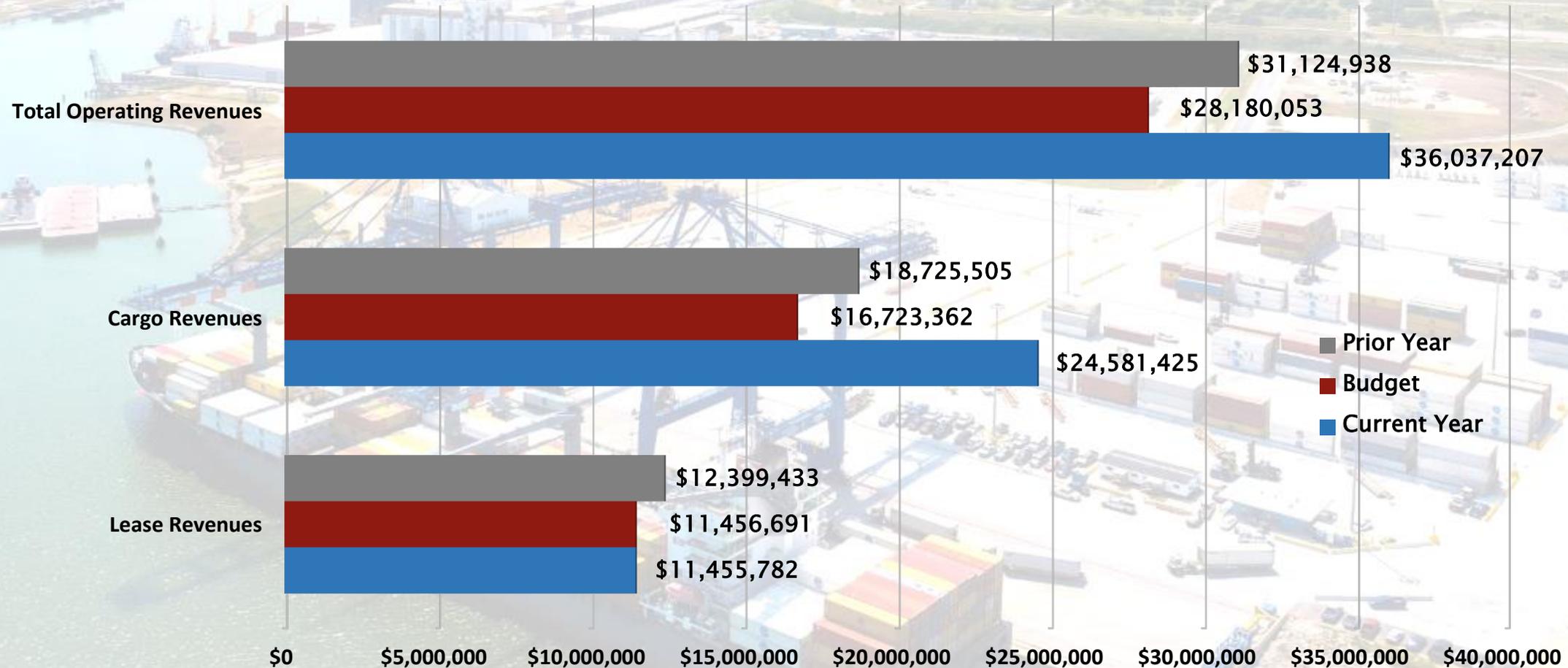
 PORT FREEPORT

Financial Report for August 2021

September 23, 2021

Rob Lowe | Chief Financial Officer

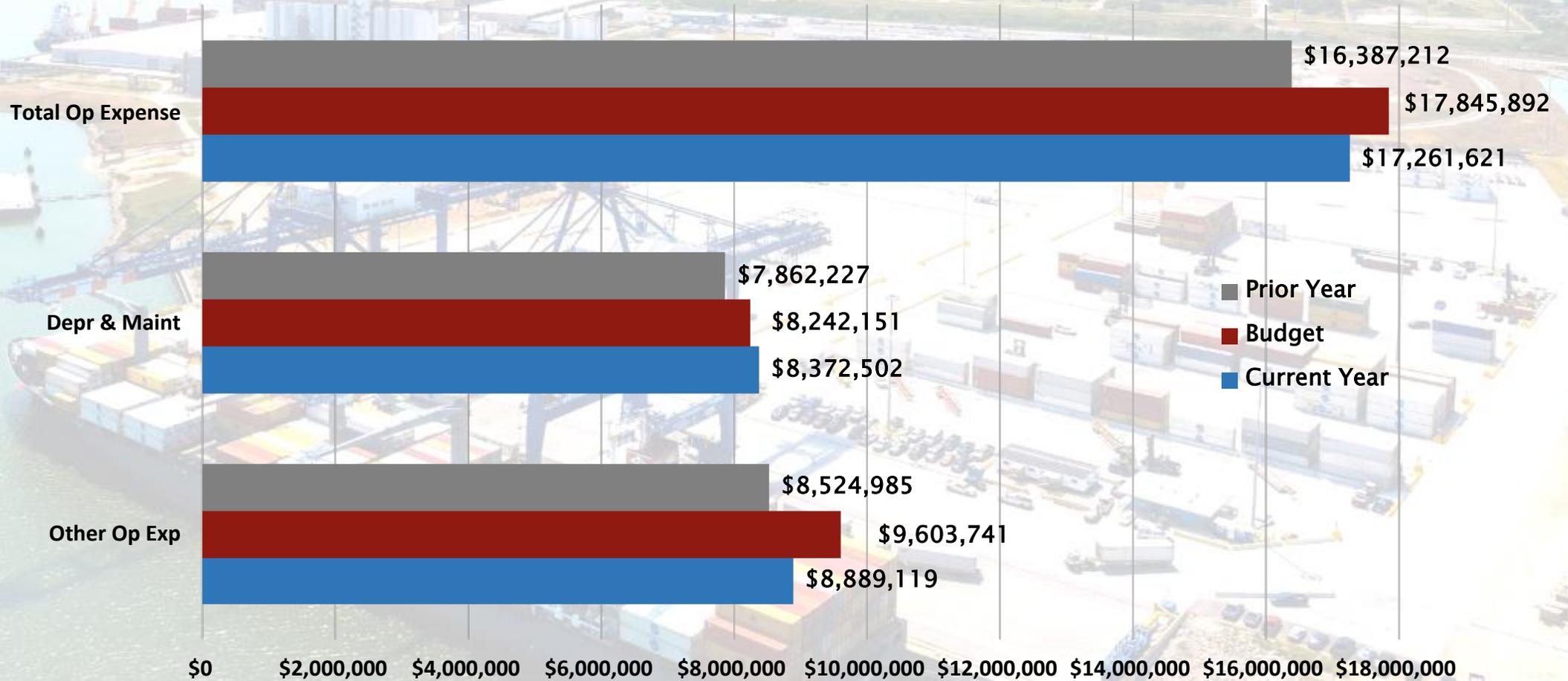
FY 2021 YTD OPERATING REVENUES



COMPARISON:

- Operating revenues are up over PY 16% and over budget by 28%
- Cargo revenues above PY by 31%; budget by 47%
- As compared to budget, cargo volumes are up except for agriculture products, bulk aggregate and containerized cargo
- Lease revenues are below PY 8% and slightly below budget

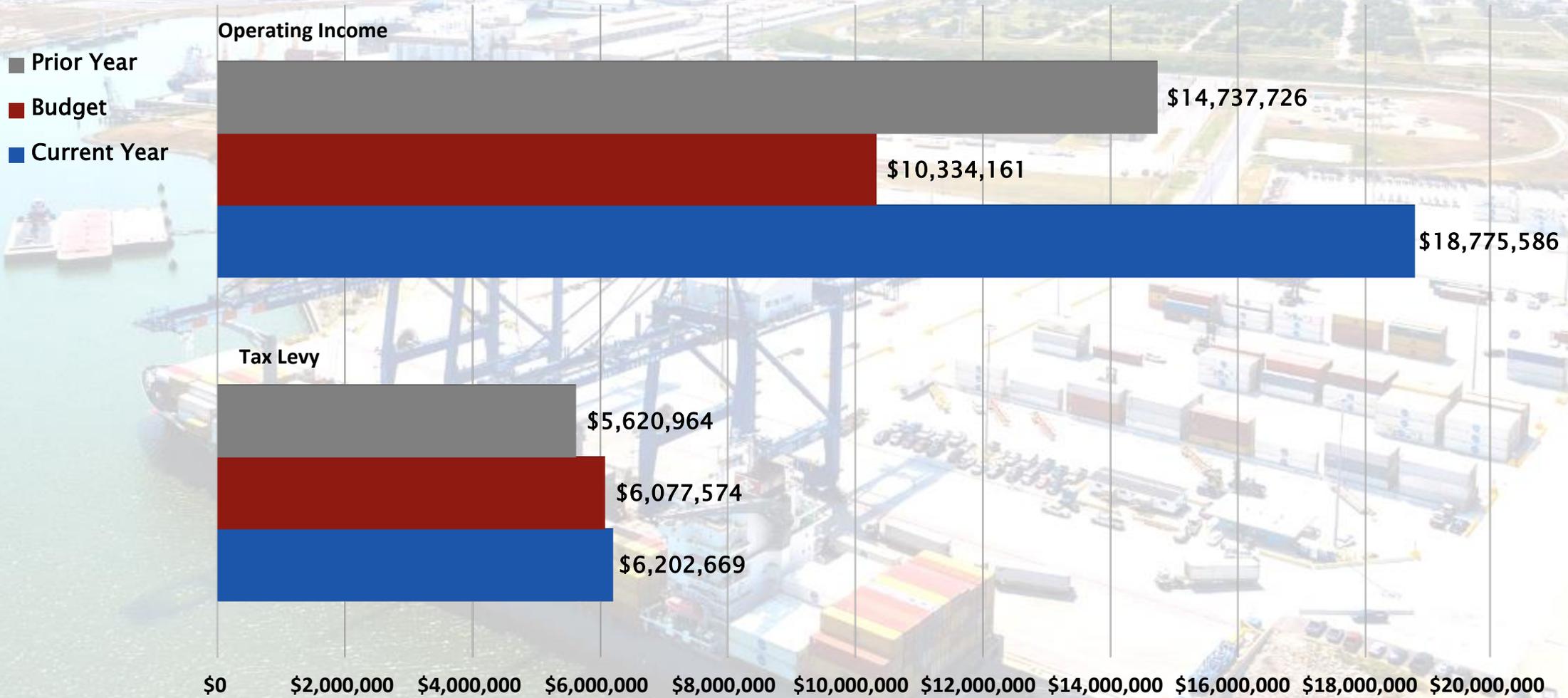
FY 2021 YTD OPERATING EXPENSE



COMPARISON:

- Total operating expenses are above prior year by 5%, below budget 3%
- Depr & maint are up over the PY by 6%, above budget 2%
- Other expenses are 4% above PY and below budget by 7%

FY 2021 YTD OPERATING INCOME



COMPARISON:

- Operating income is 27% above PY and above budget by 82%

FY 2021 YTD CHANGE IN NET POSITION

Change in Net Position

- Non-Operating Revenue (Expense) includes Ad Valorem Taxes, Investment Income, Debt Service and Gain (Loss) on Sale of Assets
- Drivers for comparison to budget are primarily timing of capital contribution projects.

	Year To Date	YTD Budget	Total 2021 Budget
Operating Income	\$ 18,775,586	\$ 10,334,161	\$ 11,338,000
Non-Operating Revenue (Expenses)	\$ (1,155,800)	\$ (1,868,747)	\$ (2,702,200)
Capital Contributed (To) From Others			
Freeport Harbor Channel Improvement Project	\$ (14,435,939)	\$ (3,800,000)	\$ (35,800,000)
Berth 2 Floodwall Modifications	\$ -	\$ (2,000,000)	\$ (2,000,000)
Brazoria-Ft. Bend County Rail District	\$ 1,051		
Levee Stabilization - Reach 2	\$ (23,819,481)	\$ (28,587,000)	\$ (28,587,000)
Contributed to Port	\$ 43,200	\$ 37,500	\$ 37,500
Dredge Material Placement Fees	\$ 246,000	\$ -	\$ -
Grants	\$ -	\$ 245,300	\$ 245,300
Change In Net Position	\$ (20,345,383)	\$ (25,638,786)	\$ (57,468,400)

FY 2021 YTD CASH FLOWS

<i>Cash Flow Measure</i>	<i>Current Year</i>	<i>Prior Year</i>
<i>Cash Provided by Operations</i>	\$ 21,065,121	\$ 20,099,139
<i>Cash Provided by Non-Cap Financing</i>	6,202,103	5,605,421
<i>Cash Used by Cap Financing</i>	(16,327,697)	25,076,342
<i>Cash Provided by Investing Activities</i>	271,334	1,983,209
<i>Net Increase (Decrease) in Cash</i>	\$ 11,210,861	\$ 52,764,111

COMPARISON:

- Operating cash flow is positive due to increase in operating revenues
- Cash provided from non cap financing are tax levy collections
- Capital Financing funds used for capital improvements. Cash flow includes the issuance of 2021 General Obligation Bonds as well as the 2021 Revenue Bonds

FY 2021 STATISTICS

<i>Measure</i>	<i>Current Year</i>	<i>Prior Year</i>	<i>Budget</i>
<i>Operating Margin</i>	<i>52%</i>	<i>47%</i>	<i>37%</i>
<i>Current Ratio (unrestricted)</i>	<i>5.7 to 1</i>	<i>6.6 to 1</i>	<i>n/a</i>
<i>Debt to Net Assets Ratio</i>	<i>1.283 to 1</i>	<i>0.89 to 1</i>	<i>n/a</i>

ACCOUNTS RECEIVABLE AGING

<i>Year</i>	<i>0-30 days</i>	<i>31-60 days</i>	<i>61-90 days</i>	<i>Over 90 days</i>
<i>August 31, 2021 FY 2021</i>	95% \$8,195,966	4% \$318,418	1% \$92,868	0% \$22,233
<i>August 31, 2020 FY 2020</i>	90% \$2,233,460	7% \$182,185	2% \$42,115	1% \$32,850
<i>August 31, 2019 FY 2019</i>	97% \$5,275,609	2% \$85,330	0% \$16,000	1% \$52,736

MEMORANDUM

TO: Commissioners
Directors
Legal Counsel

FROM: Jason Hull, P.E. 
Director of Engineering

DATE: September 14, 2021

SUBJECT: Departmental Report

PROJECTS

- 1. Velasco Terminal, Berth 8** – This project entails construction of Berth 8, which will extend the wharf another 928 feet north of Berth 7. Installation of piling continues, and all of the container wharf pile have been delivered. The channel dredging will be a separate construction project that began on April 8, 2021. Work on the concrete wharf pile caps has begun and will follow behind pile driving moving south to north. Pile driving will likewise follow dredging working from south to north. Now that Change Order No. 3 was approved, piling for the RoRo dock can now be procured.



[PORT COMMISSION](#)

2. **FHCIP Reach 3** – This project consists of deepening and improving the Freeport Channel. This is a Civil Works project that was authorized in WRRDA 2014. The Corps issued the notice to proceed (NTP) to Great Lakes Dredge and Dock Company on October 13, 2020. Dredging began April 8, 2021. GLDD anticipates finishing by the end of August, but they are contractually obligated to finish before June 10, 2021. A request for contract extension was submitted to the Corps by the dredging company. At this point the work is approximately 95% complete, with 241 hours of down time due to debris clearing.

FHCIP Reach 2 - This project consists of deepening and improving the Freeport Channel. This is a Civil Works project that was authorized in WRRDA 2014. Since the bids were higher than 25% above the independent Government estimate, the bids were thrown out and a scaled down project will be rebid. The preparation of multiple bid packages is out of HDR's scope, so a PSA modification will be coming to the Commission for approval, which will add the preparation of three more bid packages, and plan reviews. At this time I do not have these additional cost, but the work is progressing in good faith. The bids for this project will be opened on Sept. 27th.

3. **Levee Stabilization and Wave Barrier Relocation** – This project involves relocation of the north wave barrier to allow for a bend easing and stabilization of a levee on the Dow thumb that has a lower than satisfactory factor of safety for global stability. The final wall pile was driven on May 28th and the project is now stabilizing the levee as intended. Work to be completed includes, installing bedding stone, scour protection system, and replacing the fencing.
4. **Operations and Shop Building Improvements** – This project is to make repairs to exterior walls and upgrade the operational effectiveness and efficiencies outside the buildings. The project was awarded to Bartlett-Cocke. Work began May 10th and continues despite delays in materials. This project is still in progress.
5. **Berth 2 and 3 Floodwall Modifications** –The modifications include demolition of two sections of concrete wall, approximately 100-ft long each, and replacing them with sections of a removable and deployable system. The design is moving forward using conservative wave modeling. The permit application was submitted to VDD on June 5, 2020. The VDD and the Corps are reviewing the submittal package at this time. Our engineering consultant has asked for direction on how to proceed as the Corps is telling the VDD that the wall should be a different height than what the VDD is telling us.
6. **East End Properties Demolition 2022** - This project involves removing asbestos from structures in the East End and then demolition of the structures. The sampling of 13 addresses is now complete and we are waiting on the test results at this time. Since additional properties have since been obtained, additional sampling will be conducted in order to get add these additional properties in the next round of demolition. The additional sampling will take place in about two weeks.

**PORT FREEPORT
OPERATIONS ACTIVITY SUMMARY
AUGUST 2021**

A. MONTHLY ACTIVITY EXPLANATION

- * Total import/export activity for the month of August better than expected.
- * LNG experienced (19) vessels.
- * Riviana did not schedule any vessels this month.
- * Vulcan Material experienced (1) vessel this month.
- * Total (9) RoRo vessels handled.
- * Tenaris experienced (1) vessels and (15) barges this month.
- * Total of (13) Container vessel calls.
- * CEMEX transferred product from truck to (28) rail cars.
- * Vulcan Materials handled (0) rail cars this month.
- * Average vessel activity in 2020 was 33 per month. This month, we handled 47 vessels (19 LNG & 28 Inner Harbor).
- * *Enterprise/Seaway received (8) vessels.*
- * *There were (99) Total Vessel arrivals Port wide.*

B. FISCAL YEAR ACTIVITY EXPLANATION

- * Total Tons for this year are better than. This is due to the addition of vessel calls by LNG, RoRo vessels.
- * LNG has handled (181) vessels for export.
- * Tenaris has handled (22) vessel and (17) barges.
- * Total (125) RoRo vessels handled.
- * YTD (131) Container vessel calls.
- * CEMEX handled (214) railcars with 17,156 Tons of Co2.
- * Vulcan handled (1,235) railcars with 141,713.9 Tons of Limestone.
- * Total vessels handled this fiscal year is 488 compared to 378 last year (181 LNG & 307 Inner Harbor).

C. INSIGHT TO ACTIVITY FOR SEPTEMBER 2021

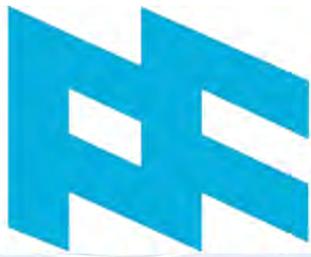
- * LNG has scheduled (12) vessels.
- * Riviana Foods has not scheduled a vessel.
- * Vulcan Material has scheduled (1) vessel for September.
- * Expecting to handle (10) RoRo vessels.
- * Tenaris has (2) vessels and (6) barges planned.
- * Expecting (12) Container vessels.

D. OPERATIONAL MEETINGS AND AGENDAS

- * OPTS, Safety, Security – Continued Working on 2021/2022 Budget.
- * Safety – Mike Quilty made recommendation to improve the ergonomics at the USDA inspection area.
- * Safety – Mike Quilty earned his board of certification for another 5 year renewal.
- * Safety – Mike Quilty conducted monthly safety meeting for Port Ops and Maintenance Staff.
- * Safety – Mike Quilty observed multiple vessel Ops during cargo operations.

- * Security – Chris Hogan reviewing and testing alternative disinfectant for treating the “Delta” variant.
- * Security – Chris Hogan attended AAPA security committee meeting
- * Security – Chris Hogan completed “Security Budget” initial review
- * Security – Chris Hogan continues to monitor “Covid-19” and “Delta” updates

- * OPTS Team working with all departments to review potential changes to the Port’s Tariff.
- * OPTS Team working to improve “Backup Generator” power for vessel lighting.
- * OPTS Team working with tenants to improve scheduling of activities in and around port.
- * AI – Jesse – Austin continue working with Tenants, ILA, Stevedores, CBP and AG to improve cargo inspections.
- * OPTS, Safety, Security – worked closely with tenants and stakeholders to prepare for arrival of Tropical Storm Nicholas which turned into Hurricane Nicholas.



PORT FREEPORTSM

1100 CHERRY ST., FREEPORT, TX 77541
(979) 233-2667 1 (800) 362-5743 FAX: (979) 373-0023

Interim Financial Report

(unaudited)

For the Period ending:

August 31, 2021

PORT COMMISSION

SHANE PIRTLE, CHAIRMAN; PAUL KRESTA, VICE CHAIRMAN; RUDY SANTOS, SECRETARY; JOHN HOSS, ASST. SECRETARY;

RAVI K. SINGHANIA, COMMISSIONER; DAN CROFT, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

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Management Narrative

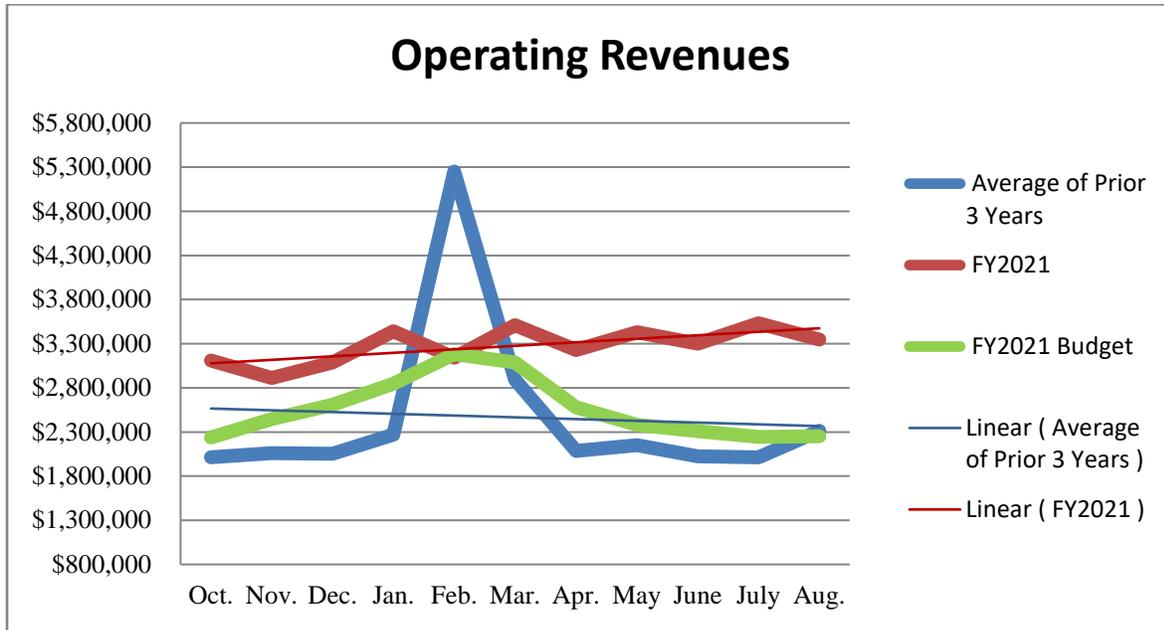
For the first eleven months of Fiscal Year 2021, the Port continued to remain on a positive financial foundation with operating revenues 28% above planned levels. Further, operating expenses were under planned levels and currently are below budget by a factor of 3%. These factors combined have contributed to producing an operating profit of \$18,775,586 and an operating margin of 52%, which is above planned performance levels by 82% or \$8,441,425 and is \$4,037,860 or 27% above prior year's results.

The Port's overall position remains strong as evidenced in a current ratio (unrestricted) of 5.7 to 1, which reflects a strong liquidity position, and a debt ratio of 128.3% which is consistent with our strong credit rating following the issuance of the 2021 General Obligation Bond in February and the 2021 Revenue Bond issuance in August. The following table provides additional summary level information.

	Year to Date		Variance Favorable (Unfavorable)	% Var
	Actuals	Budget		
Statement of Revenues, Expenses and Changes in Net Assets				
Operating revenues	\$ 36,037,207	\$ 28,180,053	\$ 7,857,154	28%
Operating expense	<u>17,261,621</u>	<u>17,845,892</u>	584,271	3%
Operating income (loss)	<u>18,775,586</u>	<u>10,334,161</u>	8,441,425	82%
Operating margin	52.1%	36.7%		
Net non operating revenues (expense)	(39,120,969)	(36,218,247)	(2,902,722)	8%
Capital contributions	-	245,300	(245,300)	0%
Change in net assets	<u>\$ (20,345,383)</u>	<u>\$ (25,638,786)</u>	\$ 5,293,403	
Balance Sheet				
Cash and cash equivalents	\$ 113,774,585	Current ratio (unrestricted)		
Current unrestricted assets	66,125,773	5.7 to 1		
Total assets	513,576,199			
Current unrestricted liabilities	11,621,895	Debt to Net Assets Ratio		
Total liabilities	293,916,828	128.3%		
Total Net Assets	\$ 219,659,371			

The balance of this narrative provides detailed explanations and supplementary information for the variances when comparing budget to actual for the period ended August 31, 2021.

OPERATING REVENUES



Total operating revenues for the period ending August 31, 2021, are \$36,037,207. This is \$7,857,154 or 28% above planned levels. The following provide more specific explanations for variances in revenue:

Wharfage revenue stands at \$12,538,905, which is over budget by \$4,600,215 or 58%. The budget anticipated a slow start of LNG exports due to the energy market; however, it has picked up and is stronger than anticipated. The following is a brief analysis of wharfage results by cargo category:

	11 Months Budget	Year To Date	Over (Under)	% Over (Under)
Agriculture Products	\$ 150,215	\$ 79,909	\$ (70,306)	-47%
Bulk Aggregate	304,792	144,347	(160,445)	-53%
Containerized Cargo	1,346,986	1,222,352	(124,634)	-9%
General Cargo	4,773,393	9,602,921	4,829,528	101%
Project Cargo	124,667	137,633	12,966	10%
Ro-Ro Cargo	1,238,637	1,351,741	113,104	9%
Total	\$ 7,938,690	\$ 12,538,905	\$ 4,600,213	

Dockage revenue stands at \$6,717,589, consistent with wharfage revenues, which is \$2,637,847 or 65% above budgeted levels. Year-to-date ship calls are 491 compared to a budget of 385.

Equipment use fees, stands at \$1,009,653, which is under budget \$504,772 or 33% due to decreased crane and equipment usage.

Security fees, consistent with wharfage, stand at \$2,269,394, which is over budget \$761,570 or 51%.

Facility use fees are \$1,051,663. This is over budget by \$406,330 or 63% due to facility usage outside of tenant leased areas.

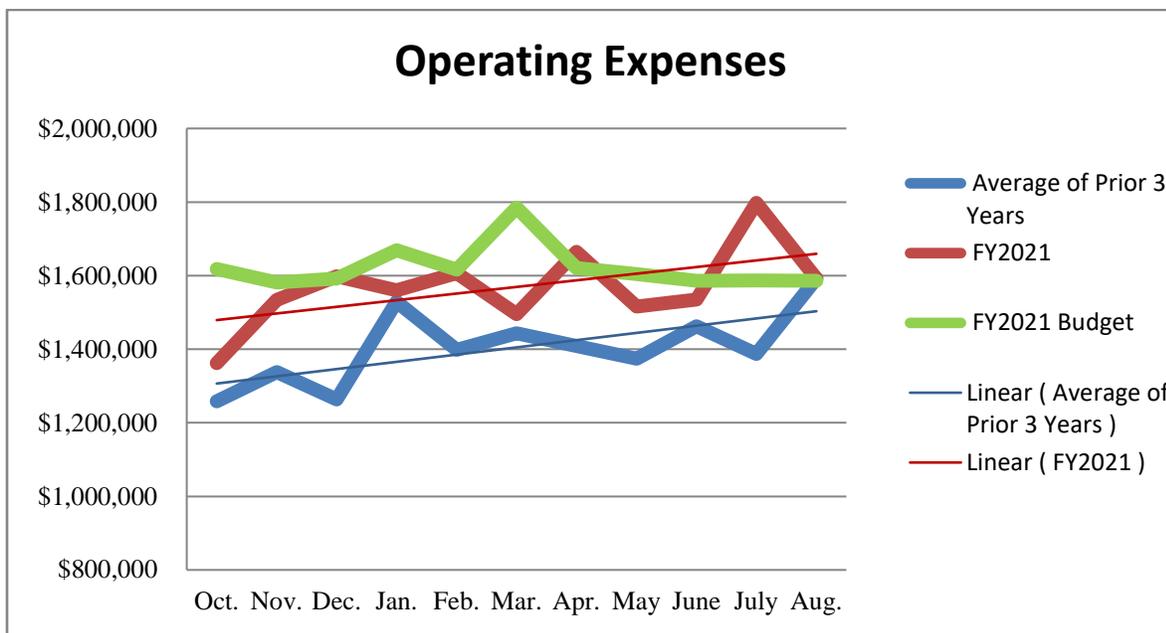
Other customer service fees (Port service charges, incidental services, customer re-bills, water, etc.) are \$987,263 which is \$31,335 or 3% below budgeted levels.

Ground leases stand at \$10,660,442, which is \$28,358 or slightly below budget levels.

Other leases are \$795,340, which is \$27,891 or 4% above budget levels due to additional warehouse space utilized.

Other revenue is \$6,958, which is \$11,792 or 63% below budget.

OPERATING EXPENSES



Total operating expenses are \$17,261,621, which is under budget \$584,271 or 3% for the period ended August 31, 2021. Following are more specific explanations for variances in operating expenses:

Port salaries/wages and benefits are \$4,331,105. This is \$254,368 or 6% less than budget. Currently, there is one vacancy when compared to Fiscal Year 2021 Budget.

Professional services are \$1,938,677, which is under budget \$360,017 or 16% due to timing of services. Security services, at \$1,472,413 is the majority of this budget item and is 5% below budgeted levels.

Training, travel & promotional expenses are \$232,672 which is under budget \$197,169 or 46%. Following is a brief explanation of some sub-categories within this line item:

- Commercial advertising is \$77,788, which is below budgeted levels \$19,505 or 20% due to reduction and timing of advertisements.
- Sales/promotional travel costs are \$12,333 which is under budgeted levels by \$30,751 or 71% due to timing and postponement of travel.
- Governmental relations costs are \$4,407 which is below budget by \$38,792 or 90% due to deferment and timing of government related travel.
- Community events are \$35,320 which is \$4,914 or 12% below budgeted levels due timing and postponement of events.
- Technical training is \$7,371 which is \$65,180 or 90% under budget due to timing or postponement of training.

Supplies are \$127,980 which is \$15,272 or 11% below budget. Significant items are additional COVID-19 provisions and audio/video upgrades for the Commission meeting room and equipment failure replacements.

Utilities at \$688,360 are over budget \$132,028 or 24% due the City of Freeport water and sewer rate increase as well as a water leak which cause a high usage of water. In addition, the February freeze caused water leaks in which repairs have been made.

Business insurance is \$1,134,331, which is \$29,559 or 3% below budgeted levels.

Other services and charges at \$435,994 are \$9,735 or 2% above budget due to timing of annual dues and subscriptions as well as remaining amounts of Fiscal Year 2020 accrual expenses.

Maintenance and repair expenses at \$841,005 are \$23,854 or 3% above budget. It should be noted that there are some customer damaged property repairs, which is offset by other services and charges revenue for the rebilling to the customer for the damages. Following is a brief explanation of some of the repairs by facility/equipment type:

- Repairs to the ZPMC crane electrical continue and are \$103,307.
- Inspection fees for trolley rail damage to the ZPMC cranes were \$11,415.
- Repairs due to winter freeze are \$76,101.
- Bi-annual underwater dock inspections have been reclassified to a capital maintenance item due to the extent and nature of the repairs.

- Operations Building overhead door repairs and air conditioning repairs were \$21,924.
- Pallet repairs \$12,000.

Depreciation expense at \$7,531,497 is \$106,497 or 1% above budget levels due to timing of additions.

Operating income is \$18,775,586 compared to a total fiscal year budget of \$11,338,000, shows a positive result for Fiscal Year 2021.

NON-OPERATING REVENUES (EXPENSES)

Ad Valorem tax collections are posted utilizing the certified appraised values. Adjustments are made throughout the year from the tax office reports to reflect appraisal and tax office adjustments as well as prior year collections and penalty and interest. Year to date values are \$6,202,669 compared to an annual budget of \$6,072,900.

Investment income is \$211,837 or 72% below budget due to change in fair market values and low interest rates. Investment rates conditions continue to be flat.

Gain (loss) on sale of assets is \$460,696. This is the result of the sale and disposal of inventory for the Gottwald Mobile Harbor Crane and a trade in of a vehicle.

Debt interest and fees are \$8,031,002, which is \$665,319 or 8% below budgeted levels due to the 2021 General Obligation Bond and the 2021 Revenue Bond issuance costs and interest which were estimated.

Capital Contributions to Others budget includes \$35,800,000 in contributions to the U.S. Army Corps of Engineers for the Freeport Harbor Channel Improvement Project, \$28,587,000 for the level stabilization project, \$2,000,000 for the Berth 2 floodwall modifications and \$37,500 in contributions to the Port for cost share of improvements. There has been \$38,211,169 in expenses/revenue for these projects.

Dredge Material Placement fees include \$246,000 in revenue for fees place in Port's dredge material placement area. This was not anticipated.

Grant Revenue budgeted for the Fiscal Year 2021 is \$245,300. There has been no grant revenue for Fiscal Year 2021. The grant revenue is funded on a reimbursement basis, so the capital contributions are recorded when the expenditures for each project are reported quarterly.

**PORT FREEPORT
BALANCE SHEET**

	8/31/2021	9/30/2020
ASSETS		
CURRENT ASSETS:		
CASH AND CASH EQUIVALENTS	\$ 54,886,880	\$ 24,815,090
INVESTMENTS	0	21,304,088
RECEIVABLES (net of allowance for uncollectibles):		
TRADE ACCOUNTS	8,590,846	3,116,700
PROPERTY TAXES	77,728	82,196
OTHER	3,132	4,413
OTHER GOVERNMENTS	641,051	780,424
ACCRUED INTEREST	0	48,328
PREPAIDS	1,002,266	728,266
INVENTORY	923,870	1,015,479
TOTAL UNRESTRICTED CURRENT ASSETS	\$ 66,125,773	\$ 51,894,984
RESTRICTED ASSETS:		
CASH AND CASH EQUIVALENTS	58,887,705	44,191,858
INVESTMENTS	44,946,429	57,199,117
RECEIVABLES (net of allowance for uncollectibles):		
PROPERTY TAXES	31,848	26,814
OTHER	-	517
ACCRUED INTEREST	164,962	176,131
BOND DISCOUNTS AND ISSUANCE COSTS	7,767	8,930
TOTAL RESTRICTED ASSETS	104,038,711	101,603,367
TOTAL CURRENT ASSETS	170,164,484	153,498,351
PROPERTY, PLANT, AND EQUIPMENT:		
PROPERTY, PORT, AND FACILITIES	432,753,694	396,244,230
LESS ACCUMULATED DEPRECIATION	(89,341,979)	(85,771,271)
PROPERTY, PLANT, AND EQUIPMENT NET	343,411,715	310,472,959
TOTAL ASSETS	\$ 513,576,199	\$ 463,971,310
LIABILITIES		
CURRENT LIABILITIES:		
ACCOUNTS PAYABLE	\$ 5,922,718	\$ 5,649,812
EQUIPMENT LEASE PAYABLE	1,455,929	1,455,929
ACCRUED COMPENSATED ABSENCES	198,601	331,572
UNEARNED LEASE INCOME	4,044,647	4,017,799
TOTAL CURRENT LIABILITIES	\$ 11,621,895	\$ 11,455,112
LIABILITIES PAYABLE FROM RESTRICTED ASSETS:		
ACCRUED BOND INTEREST PAYABLE	2,000,044	2,462,465
BONDS PAYABLE	-	5,095,000
TOTAL CURRENT LIABILITIES FROM RESTRICTED ASSETS	2,000,044	7,557,465
NON-CURRENT LIABILITIES		
EQUIPMENT LEASE PAYABLE	4,572,343	4,572,343
BONDS PAYABLE	253,665,000	186,645,000
BOND PREMIUMS	22,057,546	13,736,630
TOTAL NON-CURRENT LIABILITIES	280,294,889	204,953,973
TOTAL LIABILITIES	\$ 293,916,828	\$ 223,966,550
NET ASSETS		
NET INVESTMENT IN CAPITAL ASSETS	\$ 133,752,297	\$ 165,615,009
RESTRICTED-DEBT SERVICE	13,157,841	12,458,787
RESTRICTED-CAPITAL PROJECTS (Corps)	12,923	13,297
RESERVE FOR CAPITAL IMPROVEMENTS	16,776,505	20,021,867
UNRESTRICTED	55,959,805	41,895,800
TOTAL NET ASSETS	\$ 219,659,371	\$ 240,004,760

PORT FREEPORT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS
August 31, 2021

	YEAR TO DATE	PRIOR YEAR TO DATE	% OVER (UNDER)	11 MONTHS BUDGET	% OVER (UNDER)	TOTAL 2021 BUDGET
OPERATING REVENUES:						
Wharfage	\$ 12,538,905	\$ 10,174,554	23%	\$ 7,938,690	58%	\$ 8,555,700
Dockage & deep water berth	6,717,589	3,827,935	75%	4,079,742	65%	4,419,200
Equipment & pallet use fees	1,009,653	1,562,945	-35%	1,514,425	-33%	1,652,100
Facility use fees	1,051,663	778,829	35%	645,333	63%	704,000
Security Fees	2,269,394	1,388,523	63%	1,507,824	51%	1,644,900
Other Customer Service Fees	987,263	984,193	0%	1,018,598	-3%	1,110,100
Ground leases	10,660,442	11,522,691	-7%	10,688,800	0%	12,128,600
Other leases	795,340	876,742	-9%	767,891	4%	837,700
Other revenue	6,958	8,526	-18%	18,750	-63%	25,000
Total Operating Revenues	36,037,207	31,124,938	16%	28,180,053	28%	31,077,300
OPERATING EXPENSES:						
Port salaries/wages	3,161,623	3,175,272	0%	3,332,315	-5%	3,633,400
Port employee benefits	1,169,482	1,099,613	6%	1,253,158	-7%	1,570,800
Professional services	1,938,677	1,812,538	7%	2,298,694	-16%	2,484,200
Training, travel, and promotional	232,672	277,149	-16%	429,841	-46%	497,300
Supplies	127,980	154,340	-17%	143,252	-11%	156,200
Utilities	688,360	521,753	32%	556,332	24%	606,900
Business Insurance	1,134,331	1,019,301	11%	1,163,890	-3%	1,269,700
Other services & charges	435,994	465,019	-6%	426,259	2%	465,000
Maintenance & repair	841,005	997,967	-16%	817,151	3%	880,800
Depreciation	7,531,497	6,864,260	10%	7,425,000	1%	8,175,000
Total Operating Expenses	17,261,621	16,387,212	5%	17,845,892	-3%	19,739,300
OPERATING INCOME (LOSS)	18,775,586	14,737,726	27%	10,334,161	82%	11,338,000
NON-OPERATING REVENUES (EXPENSES)						
Ad Valorem tax collections	6,202,669	5,620,964	10%	6,077,574	2%	6,072,900
Investment Income	211,837	2,174,879	-90%	750,000	-72%	800,000
Gain (loss) on sale of assets	460,696	-	0%	-	0%	-
Debt interest and fees	(8,031,002)	(7,235,304)	11%	(8,696,321)	-8%	(9,575,100)
CAPITAL CONTRIBUTIONS (TO) FROM OTHERS:						
Freeport Harbor Improvement Project	(14,435,939)	(7,741,861)	86%	(3,800,000)	280%	(35,800,000)
Berth 2 Floodwall Modifications	-	(107,686)	-100%	(2,000,000)	0%	(2,000,000)
Brazoria-Fort Bend County Rail District	1,051	-	0%	-	0%	-
Levee Stabilization - Reach 2	(23,819,481)	(219,439)	10755%	(28,587,000)	-17%	(28,587,000)
Contributed Capital-Other	43,200	-	0%	37,500	15%	37,500
OTHER:						
Dredge material placement fees	246,000	-	0%	-	0%	-
Total Non-Operating Revenue (Expenses)	(39,120,969)	(7,508,447)	421%	(36,218,247)	8%	(69,051,700)
INCOME (LOSS) BEFORE CONTRIBUTIONS AND EXTRAORDINARY EXPENSE	(20,345,383)	7,229,279	-381%	(25,884,086)	-21%	(57,713,700)
CAPITAL CONTRIBUTIONS:						
Grants:						
Grants Port-Freeport	-	460	-100%	245,300	-100%	245,300
Total Capital Contributions-Grants	-	460	-100%	245,300	-100%	245,300
CHANGE IN NET POSITION	\$ (20,345,383)	\$ 7,229,739	-381%	\$ (25,638,786)	-21%	\$ (57,468,400)

STATEMENT OF CASH FLOWS

August 31, 2021

	YEAR TO DATE	PRIOR YEAR TO DATE
Cash Flows from Operating Activities:		
Operating Income (Loss)	\$ 18,775,586	\$ 14,737,726
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:		
Depreciation	7,531,497	6,864,260
Dredge Material Placement Fees	246,000	-
Change in Assets and Liabilities:		
Trade receivables	(5,474,152)	160,995
Other receivables	1,281	2,789
Inventories	91,609	(247,691)
Prepaid and Other	(273,483)	(66,070)
Accounts payable	272,906	(1,093,557)
Deferred lease income	26,848	(158,501)
Accrued compensated absences	<u>(132,971)</u>	<u>(100,812)</u>
Total Cash Provided from (Used for) Operating Activities	<u>21,065,121</u>	<u>20,099,139</u>
Cash Flows from Non-capital Financing Activities:		
Property tax receipts	6,266,217	5,665,670
Property tax collection expense	<u>(64,114)</u>	<u>(60,249)</u>
Total Cash Provided from (Used for) Non-capital Financing Activities	<u>6,202,103</u>	<u>5,605,421</u>
Cash Flows from Capital Financing Activities:		
Principal payments under debt obligations	(5,095,000)	(5,135,000)
Interest and fees paid under debt obligations	(171,344)	927,553
Proceeds from sale of long-term debt obligations	67,020,000	74,680,000
Land and equipment purchases	(40,470,253)	(37,327,685)
Other capital acquisition (costs) or recoveries, extraordinary	-	-
Capital contributions	(38,211,169)	(8,068,986)
Gants received	139,373	460
Proceeds from sale/disposal of capital assets	<u>460,696</u>	<u>-</u>
Total Cash Provided from (Used for) Capital Financing Activities	<u>(16,327,697)</u>	<u>25,076,342</u>
Cash Flows from Investing Activities:		
Investment earnings	477,057	2,664,829
Change in FMV of marketable investment securities	<u>(205,723)</u>	<u>(681,620)</u>
Total Cash Provided from (Used for) Investing Activities	<u>271,334</u>	<u>1,983,209</u>
Net Increase(Decrease) in Cash and Cash Equivalents	11,210,861	52,764,111
Cash and Cash Equivalents at Beginning of Period	<u>147,510,153</u>	<u>106,873,457</u>
Cash and Cash Equivalents at End of Period	<u>\$ 158,721,014</u>	<u>\$ 159,637,568</u>

NOTES TO FINANCIAL STATEMENTS

Note 1 - Accounts Receivable Aging

0 - 30 days	\$	8,195,966	95%
31 - 60 days		318,418	4%
61 - 90 days		92,868	1%
Over 90 days		22,233	0%
Allowance for uncollectibles		(38,639)	0%
Net Trade A/R	\$	8,590,846	

Note 2 - Accounts Payable Information

Retainage Withheld	\$	4,733,096
Corps of Engineers*		620,518
Employee Payroll Related		24,601
Accounts Payable		544,503
Total A/P	\$	5,922,718

45' Project - \$620,518

Note 3 - Debt Service Information

	Original Amount of Issue	Principal Paid	Issue Outstanding
General Obligation Bonds, Series 2019	\$ 31,795,000	\$ 440,000	\$ 31,355,000
General Obligation Bonds, Series 2021	37,135,000		37,135,000
Senior Lien Revenue Refunding Bonds, Series 2013A	33,065,000	15,775,000	17,290,000
Senior Lien Revenue and Refunding Bonds, Series 2015A	39,635,000	4,695,000	34,940,000
Senior Lien Revenue and Refunding Bonds, Series 2018	32,865,000	1,595,000	31,270,000
Senior Lien Revenue and Refunding Bonds, Series 2019A	45,200,000	1,745,000	43,455,000
Senior Lien Revenue and Refunding Bonds, Series 2019B	29,480,000	1,145,000	28,335,000
Senior Lien Revenue and Refunding Bonds, Series 2021	29,885,000		29,885,000
2014 Equipment Lease Payable	14,100,000	8,071,728	6,028,272
Total Bonds	\$ 293,160,000	\$ 33,466,728	\$ 259,693,272
Less Current Portion of Long-Term Debt Payable			\$ 1,455,929
Long-term Debt Payable			\$ 258,237,343

Note 4 - Net Asset Information

A Special Reserve for Capital Improvements was created on Oct 22, 2015. A commitment was made to fund this reserve with an amount equal to the total maintenance and operations portion of the Port's tax rate.

Fiscal Year 2016 Amount Funded	\$	3,423,398
Fiscal Year 2017 Amount Funded	\$	3,570,000
Fiscal Year 2018 Amount Funded	\$	3,887,346
Fiscal Year 2019 Amount Funded	\$	4,269,552
Fiscal Year 2020 Amount Funded	\$	4,120,672
Fiscal Year 2021 Amount Funded	\$	3,981,963

PORT FREEPORT
OPERATING EXPENSES BY DEPARTMENT
August 31, 2021

	YEAR TO-DATE	PRIOR YEAR TO-DATE	PRIOR YEAR % OVER (UNDER)	11 MONTHS BUDGET	BUDGET % OVER (UNDER)	TOTAL YEAR BUDGET
COMMISSIONERS						
OPERATING EXPENSES:						
Port salaries/wages	\$ 52,800	\$ 52,800	0%	\$ 52,800	0%	\$ 57,600
Port employee benefits	86,604	86,798	0%	96,540	0%	105,565
Professional services	34,239	\$ 210	16204%	25,000	37%	25,000
Training, travel & promotional	17,578	30,201	-42%	67,329	-74%	83,800
Supplies	617	2,233	-72%	459	34%	500
Utilities	7,090	7,354	-4%	7,380	-4%	8,050
Total Operating Expenses	\$ 198,928	\$ 179,596	11%	\$ 249,508	-20%	\$ 280,515

ADMINISTRATION & FOREIGN TRADE ZONE

OPERATING EXPENSES:						
Port salaries/wages	\$ 1,046,666	\$ 1,007,053	4%	\$ 1,133,232	-8%	\$ 1,234,400
Port employee benefits	318,986	302,715	5%	369,430	-14%	472,896
Professional services	386,869	397,079	-3%	650,801	-41%	691,100
Training, travel & promotional	65,555	92,753	-29%	134,696	-51%	149,590
Supplies	21,012	21,839	-4%	25,820	-19%	28,100
Utilities	51,011	52,408	-3%	57,936	-12%	63,200
Business Insurance	1,134,331	1,019,301	11%	1,163,890	-3%	1,269,700
Other services & charges	285,448	240,247	19%	269,044	6%	293,500
Maintenance & repair	91,065	82,723	10%	173,247	-47%	188,950
Depreciation	7,531,497	6,864,260	10%	7,425,000	1%	8,175,000
Total Operating Expenses	\$ 10,932,440	\$ 10,080,378	8%	\$ 11,403,096	-4%	\$ 12,566,436

ENGINEERING

OPERATING EXPENSES:						
Port salaries/wages	\$ 353,317	\$ 359,517	-2%	\$ 373,725	-5%	\$ 407,700
Port employee benefits	124,331	117,661	6%	126,277	-2%	162,437
Professional services	23,204	55,300	-58%	74,459	-69%	78,500
Training, travel & promotional	7,122	7,738	-8%	21,085	-66%	22,985
Supplies	2,234	2,332	-4%	5,134	-56%	5,600
Utilities	5,920	5,304	12%	5,821	2%	6,350
Other services & charges	80	692	-88%	2,384	-97%	2,600
Maintenance & repair	86	78	10%	459	-81%	500
Total Operating Expenses	\$ 516,294	\$ 548,622	-6%	\$ 609,344	-15%	\$ 686,672

OPERATIONS

OPERATING EXPENSES:						
Port salaries/wages	\$ 1,292,800	\$ 1,340,083	-4%	\$ 1,326,027	-3%	\$ 1,446,575
Port employee benefits	488,054	451,615	8%	502,498	-3%	627,586
Professional services	1,202	6,909	-83%	3,300	-64%	4,000
Training, travel & promotional	9,369	12,580	-26%	17,933	-48%	20,260
Supplies	66,561	82,821	-20%	71,045	-6%	77,500
Utilities	586,247	416,408	41%	430,743	36%	469,900
Other services & charges	77,018	131,310	-41%	102,899	-25%	112,250
Maintenance & repair	673,692	850,853	-21%	585,237	15%	627,900
Total Operating Expenses	\$ 3,194,943	\$ 3,292,579	-3%	\$ 3,039,682	5%	\$ 3,385,971

PORT FREEPORT
OPERATING EXPENSES BY DEPARTMENT
August 31, 2021

	YEAR TO-DATE	PRIOR YEAR TO-DATE	PRIOR YEAR % OVER (UNDER)	11 MONTHS BUDGET	BUDGET % OVER (UNDER)	TOTAL YEAR BUDGET
<u>BUSINESS DEVELOPMENT</u>						
OPERATING EXPENSES:						
Port salaries/wages	\$ 307,607	\$ 307,434	0%	\$ 327,984	-6%	\$ 357,800
Port employee benefits	113,979	105,397	8%	121,709	-6%	154,460
Professional services	20,000	498	3916%	-	0%	-
Training, travel & promotional	130,039	130,522	0%	182,069	-29%	213,340
Supplies	2,368	3,182	-26%	3,851	-39%	4,200
Utilities	6,205	5,865	6%	7,288	-15%	7,950
Other services & charges	42,494	63,552	-33%	18,747	127%	20,450
Maintenance & repair	-	-	0%	-	0%	-
Total Operating Expenses	\$ 622,692	\$ 616,450	1%	\$ 661,648	-6%	\$ 758,200

PROTECTIVE SERVICES

OPERATING EXPENSES:						
Port salaries/wages	\$ 108,433	\$ 108,385	0%	\$ 118,547	-9%	\$ 129,325
Port employee benefits	37,528	35,427	6%	36,704	2%	47,856
Professional services	1,473,163	1,352,542	9%	1,545,134	-5%	1,685,600
Training, travel & promotional	3,009	3,355	-10%	6,729	-55%	7,325
Supplies	35,188	41,933	-16%	36,943	-5%	40,300
Utilities	31,887	34,414	-7%	47,164	-32%	51,450
Other services & charges	30,954	29,218	6%	33,185	-7%	36,200
Maintenance & repair	76,162	64,313	18%	58,208	31%	63,450
Total Operating Expenses	\$ 1,796,324	\$ 1,669,587	8%	\$ 1,882,614	-5%	\$ 2,061,506

CONSOLIDATED - TOTAL

OPERATING EXPENSES:						
Port salaries/wages	\$ 3,161,623	3,175,272	0%	\$ 3,332,315	-5%	\$ 3,633,400
Port employee benefits	1,169,482	1,099,613	6%	1,253,158	-7%	1,570,800
Professional services	1,938,677	1,812,538	7%	2,298,694	-16%	2,484,200
Training, travel & promotional	232,672	277,149	-16%	429,841	-46%	497,300
Supplies	127,980	154,340	-17%	143,252	-11%	156,200
Utilities	688,360	521,753	32%	556,332	24%	606,900
Business Insurance	1,134,331	1,019,301	11%	1,163,890	-3%	1,269,700
Other services & charges	435,994	465,019	-6%	426,259	2%	465,000
Maintenance & repair	841,005	997,967	-16%	817,151	3%	880,800
Depreciation	7,531,497	6,864,260	10%	7,425,000	1%	8,175,000
Total Operating Expenses	\$ 17,261,621	\$ 16,387,212	5%	\$ 17,845,892	-3%	\$ 19,739,300

PORT FREEPORT - VELASCO TERMINAL ONLY

STATEMENT OF REVENUES AND EXPENSES

August 31, 2021

	YEAR	PRIOR YEAR	% OVER	11	% OVER	TOTAL
	TO DATE	TO DATE	(UNDER)	MONTHS	(UNDER)	2021
				BUDGET		BUDGET
OPERATING REVENUES:						
Wharfage	\$ 1,221,742	\$ 1,248,207	-2%	\$ 1,743,445	-30%	\$ 1,901,940
Dockage & deep water berth	636,870	625,633	2%	880,700	-28%	960,764
Equipment & pallet use fees	968,400	1,251,059	-23%	1,257,377	-23%	1,371,684
Facility use fees	125,077	196,198	-36%	-	0%	-
Security Fees	187,588	197,520	-5%	289,291	-35%	315,591
Other Customer Service Fees	333,398	396,017	-16%	-	0%	-
Ground leases	216,637	344,883	-37%	555,225	-61%	605,700
Total Operating Revenues	3,689,712	4,259,517	-13%	4,726,038	-22%	5,155,679
OPERATING EXPENSES:						
Port salaries/wages	273,938	278,926	-2%	245,262	12%	267,559
Port employee benefits	88,168	84,229	5%	85,209	3%	109,150
Training, travel, and promotional	-	-	0%	1,120	-100%	1,120
Utilities	103,659	107,298	-3%	113,209	-8%	123,500
Business Insurance	296,952	270,600	10%	301,445	-1%	328,850
Maintenance & repair	320,372	325,311	-2%	126,227	154%	137,700
Depreciation	2,630,848	2,631,151	0%	3,068,472	-14%	3,347,424
Total Operating Expenses	3,713,937	3,697,515	0%	3,940,944	-6%	4,315,303
OPERATING INCOME (LOSS)	(24,225)	562,002	-104%	785,094	-103%	840,376
NON-OPERATING REVENUES (EXPENSES)						
Debt interest and fees	(706,136)	(756,948)	-7%	(2,142,764)	-67%	(2,332,125)
Total Non-Operating Revenue (Expenses)	(706,136)	(756,948)	-7%	(2,142,764)	-67%	(2,332,125)
CHANGE IN NET POSITION	\$ (730,361)	\$ (194,946)	275%	\$ (1,357,670)	-46%	\$ (1,491,749)

PORT FREEPORT
Port Improvement Projects Summary
August 31, 2021

Project	Contract Award	Change Orders	Total Contract	Current Year Budget	Incurred to Date FY 2021	CIP Prior Years	Incurred to Date Total	Balance to Finish
Velasco Term Phase II - Berth 8	133,856,037.88	(13,283,496.98)	120,572,540.90	67,098,700.00	35,982,253.94	38,855,774.37	74,838,028.31	45,734,512.59
EDSA	4,144,063.24	589,830.00	4,733,893.24		533,288.05	3,268,529.24	3,801,817.29	932,075.95
Construction	129,677,607.30	(13,873,326.98)	115,804,280.32		35,448,965.89	35,552,877.79	71,001,843.68	44,802,436.64
Other not in contract	34,367.34	0.00	34,367.34		0.00	34,367.34	34,367.34	0.00
RORO Ramp - Berth 8	24,921,340.40	392,100.00	25,313,440.40	0.00	175,282.00	46,652.40	221,934.40	25,091,506.00
EDSA	24,921,340.40	392,100.00	25,313,440.40		175,282.00	46,652.40	221,934.40	25,091,506.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
VT- Gate 14 Entrance	0.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Land & Improvements	3,679,685.73	0.00	3,679,685.73	2,500,000.00	3,679,685.73	0.00	3,679,685.73	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	3,679,685.73	0.00	3,679,685.73		3,679,685.73	0.00	3,679,685.73	0.00
Parcel 14 Rail Development Phase II	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Transit Shed Modifications	248,216.43	0.00	248,216.43	4,000,000.00	12,009.17	205,588.81	217,597.98	30,618.45
EDSA	248,000.00	0.00	248,000.00		12,009.17	205,372.38	217,381.55	30,618.45
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	216.43	0.00	216.43		0.00	216.43	216.43	0.00
M & R - Joint Repairs	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
M & R - Railroad Track Renovations	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
M & R - Roads	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Operations Building Upgrade	76,821.12	0.00	76,820.93	125,000.00	2,087.69	0.00	2,087.69	74,733.24
EDSA	8,000.00	0.00	8,000.00		0.00	0.00	0.00	8,000.00
Construction	68,820.93	0.00	68,820.93		2,087.69	0.00	2,087.69	66,733.24
Other not in contract	0.19	0.00	0.00		0.00	0.00	0.00	0.00
Maintenance Shop Repairs	74,820.93	0.00	74,820.93	100,000.00	0.00	795.00	795.00	74,025.93
EDSA	6,000.00	0.00	6,000.00		0.00	795.00	795.00	5,205.00
Construction	68,820.93	0.00	68,820.93		0.00	0.00	0.00	68,820.93
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Dole Office Repairs	86,400.00	0.00	86,400.00	75,000.00	86,400.00	0.00	86,400.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	86,400.00	0.00	86,400.00		86,400.00	0.00	86,400.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Parcel 14 - Drainage & Utilities	2,436,188.23	(474,407.60)	1,961,780.63	0.00	6,600.00	1,955,180.63	1,961,780.63	0.00
EDSA	619,981.71	0.00	619,981.71		6,600.00	613,381.71	619,981.71	0.00
Construction	1,690,880.40	(474,407.60)	1,216,472.80		0.00	1,216,472.80	1,216,472.80	0.00
Other not in contract	125,326.12	0.00	125,326.12		0.00	125,326.12	125,326.12	0.00
East End Property Exchange Other	163,748.08	0.00	163,748.08	0.00	163,748.08	0.00	163,748.08	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	163,748.08	0.00	163,748.08		163,748.08	0.00	163,748.08	0.00
VT Backlands Area III	5,563,841.22	(227,019.59)	5,336,821.63	0.00	0.00	4,890,629.20	4,890,629.20	446,192.43
EDSA	573,155.76	0.00	573,155.76		0.00	126,963.33	126,963.33	446,192.43
Construction	4,990,627.70	(227,019.59)	4,763,608.11		0.00	4,763,608.11	4,763,608.11	0.00
Other not in contract	57.76	0.00	57.76		0.00	57.76	57.76	0.00
VT Backlands Area IV	91,168.58	0.00	91,168.58	0.00	26,900.10	64,268.48	91,168.58	0.00
EDSA	91,162.55	0.00	91,162.55		26,900.10	64,262.45	91,162.55	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	6.03	0.00	6.03		0.00	6.03	6.03	0.00
Inner Harbor Berth Repairs	59,800.00	0.00	59,800.00	0.00	59,800.00	0.00	59,800.00	0.00
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	59,800.00	0.00	59,800.00		59,800.00	0.00	59,800.00	0.00
Total				\$ 75,393,700.00	\$ 40,194,766.71	\$ 46,018,888.89	\$ 86,213,655.60	\$ 71,451,588.64

Vendor Expenditure

Monday, September 13, 2021

Period: 08/01/21..08/31/21

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Port Freeport

FREEPORTMARY

This report also includes bank accounts that only have balances.

Bank Account: Date Filter: 08/01/21..08/31/21

Check Ledger Entry:

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88532	08/06/21	V00004	City of Freeport	800.00	
120743		118527	Community Event-TACFT		300.00
120744		118526	Community Event-TACFT		500.00
			Line Amount Total		800.00
88533	08/06/21	V00011	Gulftex Vending	58.50	
120626		118465	Office Supplies		21.54
120626		118465	Office Supplies		12.32
120626		118465	Office Supplies		3.08
120626		118465	Office Supplies		9.24
120626		118465	Office Supplies		12.32
			Line Amount Total		58.50
88534	08/06/21	V00012	FedEx	23.66	
120609		118396	Postage and Freight		23.66
			Line Amount Total		23.66
88535	08/06/21	V00021	Gulf Coast Paper Company	394.02	
120659		118479	Office Supplies		394.02
			Line Amount Total		394.02
88536	08/06/21	V00024	Waste Management	941.16	
120733		118503	Contract Services		125.00
120734		118502	Contract Services		416.01
120775		118504	Contract Services		400.15
			Line Amount Total		941.16
88537	08/06/21	V00026	Lowe's	1,308.14	
120785		118523	M&R Bldgs-Operations Bldg		758.10
120785		118523	Inventory- Spare Parts ZPMC Cranes		426.55
120785		118523	M&R Warehouse-Warehouse 51		61.93
120785		118523	M&R TOE-Gantry Crane		4.73
120785		118523	M&R TOE-Gantry Crane		4.73
120785		118523	M&R Warehouse-Warehouse 51		52.10
			Line Amount Total		1,308.14
88538	08/06/21	V00031	Culligan Water Systems	118.72	
120673		117977	Service Agreement for Water Softener Rental &		
120673		117977	RO System and Ice Machines		
120673		117977	M&R Bldgs-Operations Bldg		118.72
120673		117977	M&R Bldgs-Buildings VT Berth 7		
120673		117977	M&R Transit Shed-T.S. 1		
120673		117977	For Services 8/01/2021 - 7/31/2022		
			Line Amount Total		118.72
88539	08/06/21	V00039	Brazosport Tire	563.50	
120721		118501	M&R Vehicles-Chevy Colorado		563.50
			Line Amount Total		563.50
88540	08/06/21	V00041	Evco Industrial Hardware	324.12	
120723		118505	M&R TOE-Gantry Crane		162.06
120723		118505	M&R TOE-Gantry Crane		162.06
			Line Amount Total		324.12

Vendor Expenditure

Period: 08/01/21..08/31/21

Port Freeport

Monday, September 13, 2021

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FREEPORTMARY

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88541	08/06/21	V00044	Ready Refresh	263.09	
120746		118524	Office Supplies		36.78
120746		118524	Office Supplies		21.02
120746		118524	Office Supplies		5.25
120746		118524	Office Supplies		15.76
120746		118524	Office Supplies		163.26
120746		118524	Office Supplies		21.02
			Line Amount Total		263.09
88542	08/06/21	V00046	Sprint Waste Services	861.40	
120569		118371	Contract Services		430.10
120768		118558	Contract Services		431.30
			Line Amount Total		861.40
88543	08/06/21	V00053	Shred It Houston	190.24	
120465		118265	Office Supplies		33.29
120465		118265	Office Supplies		19.02
120465		118265	Office Supplies		76.10
120465		118265	Office Supplies		4.76
120465		118265	Office Supplies		14.27
120465		118265	Office Supplies		4.76
120465		118265	Office Supplies		9.51
120465		118265	Office Supplies		9.51
120465		118265	Office Supplies		19.02
			Line Amount Total		190.24
88544	08/06/21	V00054	Summit Electric Supply	1,906.06	
120664		118481	M&R Bldgs-Security Bldg		42.34
120665		118482	M&R Bldgs-Security Bldg		53.84
120666		118483	M&R Bldgs-Security Bldg		206.57
120667		118484	M&R Bldgs-Security Bldg		211.04
120668		118485	M&R Bldgs-Security Bldg		203.24
120707		118486	M&R Leased Facilities-24A (Chiquita)		161.45
120707		118486	M&R Leased Facilities-Other		161.45
120726		118488	M&R Bldgs-Security Bldg		866.13
			Line Amount Total		1,906.06
88545	08/06/21	V00070	Darlene Winkler	17.36	
120722		118535	Community Events		8.40
120722		118535	Community Event-TACFT		8.96
			Line Amount Total		17.36
88546	08/06/21	V00071	Verizon Wireless	322.37	
120731		118520	Telephone		62.99
120731		118520	Telephone		69.43
120731		118520	Telephone		37.99
120773		118541	Telephone		75.98
120773		118541	Telephone		37.99
120773		118541	Telephone		37.99
			Line Amount Total		322.37
88547	08/06/21	V00075	Vicki L. Smith	200.78	
120774		118543	Telephone		75.00
120776		118563	Flexible Spending Emp Reimbursement		125.78
			Line Amount Total		200.78

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88548	08/06/21	V00083	Jason Hull	136.75	
	120724	118522	Telephone		136.75
			Line Amount Total		136.75
88549	08/06/21	V00085	Moffatt & Nichol	30,079.55	
	120508	117346	Construction in Progress		30,079.55
	120508	117346	Velasco Terminal Ro/Ro Ramp @ Berth8		
	120508	117346	Board Approved 3/25/2021		
			Line Amount Total		30,079.55
88550	08/06/21	V00100	LJA Engineering Inc.	2,391.12	
	120787	111718	Construction In Progress-Area 3		
	120787	111718	Construction In Progress-Area 4		1,793.34
	120787	111718	Construction In Progress-Area 5 Phase II		
	120787	111718	Construction in Progress-Area 4		
	120787	111718	Balance carried over from PO# 10615		
	120787	111718	Board Approved 11/14/13		
	120795	111718	Construction In Progress-Area 3		
	120795	111718	Construction In Progress-Area 4		597.78
	120795	111718	Construction In Progress-Area 5 Phase II		
	120795	111718	Construction in Progress-Area 4		
	120795	111718	Balance carried over from PO# 10615		
	120795	111718	Board Approved 11/14/13		
			Line Amount Total		2,391.12
88551	08/06/21	V00104	Donald Mullett	87.09	
	120753	118538	M&R TOE-Gantry Crane		87.09
			Line Amount Total		87.09
88552	08/06/21	V00110	Jason Miura	1,122.59	
	120758	118537	Flexible Spending Emp Reimbursement		762.60
	120759	118546	Sales/Promotion Travel		86.49
	120759	118546	Telephone		273.50
			Line Amount Total		1,122.59
88553	08/06/21	V00114	AT&T:171-799-3737 001	729.68	
	120613	118462	Telephone		130.97
	120613	118462	Telephone		74.87
	120613	118462	Telephone		299.39
	120613	118462	Telephone		18.68
	120613	118462	Telephone		56.11
	120613	118462	Telephone		18.68
	120613	118462	Telephone		18.68
	120613	118462	Telephone		37.43
	120613	118462	Telephone		74.87
			Line Amount Total		729.68
88554	08/06/21	V00124	Carriage House Partners	4,250.00	
	120780	116349	Government Liaison Agreement		4,250.00
	120780	116349	January 2021 - December 2023		
	120780	116349	Board Approved 12/10/2020		
			Line Amount Total		4,250.00
88555	08/06/21	V00142	Vulcan Materials Company	392.16	
	120732	118511	M&R Other-Mowing, Weed Control Etc		392.16
			Line Amount Total		392.16

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
88556	08/06/21	V00147	Greater Angleton Chamber of Commerce	150.00	
120756	118536		Community Events		150.00
			Line Amount Total		150.00
88557	08/06/21	V00150	Brazoria County Clerk's Office	200.00	
120792	118560		Office Supplies		200.00
			Line Amount Total		200.00
88558	08/06/21	V00188	Steve Alongis	140.00	
120777	118532		M&R Other-Mowing, Weed Control Etc-June		70.00
120777	118532		M&R Other-Mowing, Weed Control Etc-July		70.00
			Line Amount Total		140.00
88559	08/06/21	V00193	Grainger	226.75	
120657	118475		M&R TOE-Gantry Crane		15.29
120657	118475		M&R TOE-Gantry Crane		15.28
120658	118476		M&R TOE-Gantry Crane		196.18
			Line Amount Total		226.75
88560	08/06/21	V00214	McFarland PLLC	103,847.69	
120788	118528		Construction in Progress		84,387.50
120788	118528		Construction in Progress		19,460.19
			Line Amount Total		103,847.69
88561	08/06/21	V00228	Department of Information Resources	218.13	
120562	118375		Telephone		39.16
120562	118375		Telephone		22.37
120562	118375		Telephone		89.49
120562	118375		Telephone		5.59
120562	118375		Telephone		16.78
120562	118375		Telephone		5.59
120562	118375		Telephone		5.59
120562	118375		Telephone		11.19
120562	118375		Telephone		22.37
			Line Amount Total		218.13
88562	08/06/21	V00240	A-1 Comfort Systems	1,668.63	
120719	118506		M&R Bldgs-Gate 4		668.12
120735	118507		M&R Bldgs-Operations Bldg		1,000.51
			Line Amount Total		1,668.63
88563	08/06/21	V00345	Certified Laboratories	1,542.42	
120652	118477		Fuel/Oil		692.42
120653	118480		Fuel/Oil		850.00
			Line Amount Total		1,542.42
88564	08/06/21	V00355	Boys & Girls Club of Brazoria County	800.00	
120751	118510		Community Events		800.00
			Line Amount Total		800.00
88565	08/06/21	V00492	Lee Oil Company, LLC	3,968.50	
120783	117740		Gallons unleaded gasoline for tank		1,515.00
120783	117740		Delivery		50.00
120784	118251		Fuel/Oil		2,403.50
120784	118251		Gallons of unleaded gasoline for the tank		
			Line Amount Total		3,968.50

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Invoice No.	PO No.	GL Account Name	Line Description		
88566	08/06/21	V00511	Mark Quilty	239.00	
120763	118534		Technical Training		239.00
			Line Amount Total		239.00
88567	08/06/21	V00593	McAllen Signal and Boring , LLC	500.00	
120591	115671		M&R Rail-Other		500.00
120591	115671		Highway 36 Railroad Crossing Singal Maint. & Insp		
			Line Amount Total		500.00
88568	08/06/21	V00697	Northern Safety Co., Inc.	103.54	
120661	118493		Safety Supplies		103.54
			Line Amount Total		103.54
88569	08/06/21	V00703	Vickie E. Durlinger	500.00	
120772	118547		Construction in Progress		500.00
			Line Amount Total		500.00
88570	08/06/21	V00710	Natalie Broaddus	500.00	
120765	118548		Construction in Progress		500.00
			Line Amount Total		500.00
88571	08/06/21	V00711	Larry Allen Mize	500.00	
120761	118550		Construction in Progress		500.00
			Line Amount Total		500.00
88572	08/06/21	V00713	Glen Whisenant	500.00	
120755	118551		Construction in Progress		500.00
			Line Amount Total		500.00
88573	08/06/21	V00714	Tracy Read	500.00	
120771	118552		Construction in Progress		500.00
			Line Amount Total		500.00
88574	08/06/21	V00744	Daniel Dwayne Mikeska	500.00	
120752	118549		Construction in Progress		500.00
			Line Amount Total		500.00
88575	08/06/21	V00761	AAR Incorporated	104,400.00	
120644	117498		Construction in Progress		104,400.00
120644	117498		Furnish Labor, materials, equipment, & Insurance		
120644	117498		For East End Properties 2021 project		
120644	117498		Board Approved 4/8/2021		
			Line Amount Total		104,400.00
88576	08/06/21	V00797	Law Office of Andrew Dunham, PLLC	700.00	
120725	118530		Construction in Progress		700.00
			Line Amount Total		700.00
88577	08/06/21	V00307	Joyce Hudman, County Clerk	14,000.00	
120739	118521		Construction in Progress		14,000.00
			Line Amount Total		14,000.00
88578	08/06/21	V00307	Joyce Hudman, County Clerk	81,000.00	
120782	118553		Construction in Progress		81,000.00
			Line Amount Total		81,000.00
88579	08/06/21	V00307	Joyce Hudman, County Clerk	7,400.00	
120793	118565		Construction in Progress		7,400.00
			Line Amount Total		7,400.00

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Invoice No.	PO No.	GL Account Name	Line Description		
88580	08/06/21	V00307	Joyce Hudman, County Clerk	20,360.40	
120794	118564		Construction in Progress		20,360.40
			Line Amount Total		20,360.40
88581	08/10/21	V00307	Joyce Hudman, County Clerk	14,000.00	
120796	118578		Construction in Progress		14,000.00
			Line Amount Total		14,000.00
88582	08/10/21	V00307	Joyce Hudman, County Clerk	14,000.00	
120797	118598		Construction in Progress		14,000.00
			Line Amount Total		14,000.00
88583	08/10/21	V00781	Allen W. LeMaire	2,650.00	
120798	118596		Construction in Progress		2,650.00
			Line Amount Total		2,650.00
88584	08/13/21	V00006	Michaela Bevers	87.88	
120830	118620		Telephone		75.00
120830	118620		Automobile Expense		12.88
			Line Amount Total		87.88
88585	08/13/21	V00009	Williams Diesel, Inc	114.85	
120845	118585		M&R TOE-Street Sweeper		65.74
120846	118586		M&R TOE-Street Sweeper		49.11
			Line Amount Total		114.85
88586	08/13/21	V00010	Specialties Company	1,347.91	
120837	118592		M&R TOE-Gantry Crane		679.57
120838	118593		M&R TOE-Gantry Crane		668.34
			Line Amount Total		1,347.91
88587	08/13/21	V00017	Donnie Joe Evans	174.95	
120817	118579		M&R Bldgs-Buildings VT Berth 7		174.95
			Line Amount Total		174.95
88588	08/13/21	V00023	Patrick's Enterprises, Inc.	20.00	
120662	118474		M&R TOE-Gantry Crane		10.00
120662	118474		M&R TOE-Gantry Crane		10.00
			Line Amount Total		20.00
88589	08/13/21	V00026	Lowe's	946.19	
120432	118223		M&R Bldgs-Operations Bldg		93.09
120432	118223		M&R Warehouse-Warehouse 51		853.10
			Line Amount Total		946.19
88590	08/13/21	V00030	Girouard's Ace Hardware	887.91	
120869	118600		M&R Transit Shed-T.S. 1		13.44
120869	118600		M&R TOE-Gantry Crane		12.09
120869	118600		M&R TOE-Gantry Crane		12.09
120869	118600		Maint & Repair - Pallets		19.67
120869	118600		M&R TOE-Yale Forklift		11.18
120869	118600		M&R Vehicles-Ford Pick Up		25.97
120869	118600		M&R Vehicles-Ford Pick Up		1.00
120869	118600		Maint and Operations Supplies		29.76
120869	118600		Maint & Repair - Pallets		21.27
120869	118600		M&R Bldgs-Security Bldg		41.38
120869	118600		M&R Other-Mowing, Weed Control Etc		22.17

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
120869		118600	M&R Bldgs-Security Bldg		78.29
120869		118600	M&R Warehouse-Warehouse 51		277.17
120869		118600	Maint and Operations Supplies		12.38
120869		118600	Maint & Repair - Pallets		5.59
120869		118600	Maint & Repair - Pallets		5.59
120869		118600	M&R TOE-Gantry Crane		3.20
120869		118600	M&R TOE-Gantry Crane		3.21
120869		118600	M&R Bldgs-Security Bldg		38.39
120869		118600	M&R Warehouse-Warehouse 51		23.13
120869		118600	M&R Warehouse-Warehouse 51		15.39
120869		118600	M&R TOE-Gantry Crane		18.19
120869		118600	M&R TOE-Gantry Crane		18.19
120869		118600	M&R TOE-General Terminal Ops Equip & Tools		97.04
120869		118600	M&R Transit Shed-T.S. 1		10.99
120869		118600	M&R TOE-Gantry Crane		1.59
120869		118600	M&R TOE-Gantry Crane		1.60
120869		118600	M&R TOE-General Terminal Ops Equip & Tools		24.98
120869		118600	M&R Warehouse-Warehouse 51		17.98
120869		118600	M&R TOE-General Terminal Ops Equip & Tools		24.99
			Line Amount Total		887.91
88591	08/13/21	V00032	Matheson Tri Gas	234.37	
120764		118559	Maint and Operations Supplies		234.37
			Line Amount Total		234.37
88592	08/13/21	V00040	The Brazosport Facts	125.00	
120839		118584	Community Advertising		125.00
			Line Amount Total		125.00
88593	08/13/21	V00041	Evco Industrial Hardware	520.76	
120819		118575	M&R TOE-Gantry Crane		260.38
120819		118575	M&R TOE-Gantry Crane		260.38
			Line Amount Total		520.76
88594	08/13/21	V00045	Leo Martin Chevrolet	40.68	
120660		118492	M&R Vehicles-Chevy Tahoe		40.68
			Line Amount Total		40.68
88595	08/13/21	V00053	Shred It Houston	190.24	
120747		118525	Office Supplies		33.29
120747		118525	Office Supplies		19.02
120747		118525	Office Supplies		76.10
120747		118525	Office Supplies		4.76
120747		118525	Office Supplies		14.27
120747		118525	Office Supplies		4.76
120747		118525	Office Supplies		9.51
120747		118525	Office Supplies		9.51
120747		118525	Office Supplies		19.02
			Line Amount Total		190.24
88596	08/13/21	V00054	Summit Electric Supply	2,673.36	
120727		118515	M&R Bldgs-Security Bldg		10.20
120728		118516	M&R Bldgs-Security Bldg		19.32
120729		118517	M&R Leased Facilities-Dole		997.98
120730		118518	M&R Bldgs-Security Bldg		206.57
120745		118514	Maint and Operations Supplies		202.83
120748		118531	M&R IT Equipment		100.12

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Invoice No.	PO No.	GL Account Name	Line Description		
120749		118533	M&R TOE-Gantry Crane		13.29
120749		118533	M&R TOE-Gantry Crane		13.29
120769		118555	M&R Bldgs-Security Bldg		117.94
120770		118556	M&R Transit Shed-T.S. 1		991.82
			Line Amount Total		2,673.36
88597	08/13/21	V00060	Sun Coast Resources	2,598.51	
120790		118460	Gallons of Unleaded Gasoline		1,551.12
120790		118460	Gallons of off road diesel-tank		1,047.39
			Line Amount Total		2,598.51
88598	08/13/21	V00067	Quill Corporation	124.83	
120767		118542	Office Supplies		45.99
120767		118542	Office Supplies		26.28
120767		118542	Office Supplies		6.57
120767		118542	Office Supplies		19.71
120767		118542	Office Supplies		26.28
			Line Amount Total		124.83
88599	08/13/21	V00087	Payment vendor ledger entry is not found check# 88599.	0.00	
			Line Amount Total		
88600	08/13/21	V00087	Payment vendor ledger entry is not found check# 88600.	0.00	
			Line Amount Total		
88601	08/13/21	V00087	Payment vendor ledger entry is not found check# 88601.	0.00	
			Line Amount Total		
88602	08/13/21	V00087	Reliant	73,210.19	
120682		118416	Electricity		30.42
120683		118417	Electricity		148.54
120684		118418	Electricity		174.32
120685		118419	Electricity		183.07
120686		118421	Electricity		987.58
120687		118422	Electricity		15.54
120688		118423	Electricity		26.87
120689		118424	Electricity		62.15
120690		118426	Electricity		15.96
120691		118427	Electricity		687.00
120692		118428	Electricity		58.90
120693		118430	Electricity		37.02
120694		118431	Electricity		88.37
120695		118433	Electricity		10.32
120696		118434	Electricity		31.17
120697		118435	Electricity		46.55
120698		118436	Electricity		105.50
120699		118437	Electricity		15.54
120700		118440	Electricity		586.23
120701		118441	Electricity		785.36
120702		118442	Electricity		464.64
120703		118444	Electricity		52.27
120704		118445	Electricity		25.45
120705		118448	Electricity		660.44
120709		118415	Electricity		30,415.61

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
120710		118420	Electricity		3,246.01
120711		118425	Electricity		3,768.56
120712		118429	Electricity		1,263.71
120713		118432	Electricity		5,627.51
120714		118438	Electricity		2,131.26
120715		118439	Electricity		6,158.89
120716		118443	Electricity		2,894.98
120717		118446	Electricity		11,335.37
120718		118447	Electricity		1,069.08
				Line Amount Total	73,210.19
88603	08/13/21	V00091	Wells Fargo	14,842.88	
120867		118607	Other Accounts Payable (JE)		14,842.88
				Line Amount Total	14,842.88
88604	08/13/21	V00096	Centerpoint Energy	23.19	
120809		118568	Water & Gas		23.19
				Line Amount Total	23.19
88605	08/13/21	V00101	Sunstates Security, LLC	31,078.97	
120799		118606	Security Service Fees		843.53
120800		118604	Security Service Fees		263.93
120801		118605	Security Service Fees		714.15
120802		118603	Security Service Fees		29,257.36
				Line Amount Total	31,078.97
88606	08/13/21	V00106	Freese & Nichols	6,600.00	
120781		118545	Construction in Progress		6,600.00
				Line Amount Total	6,600.00
88607	08/13/21	V00112	Tricia Vela	91.83	
120843		118581	Community Events		91.83
				Line Amount Total	91.83
88608	08/13/21	V00115	AT&T:979-373-0020 6635	947.09	
120804		118591	Telephone		350.43
120804		118591	Telephone		198.89
120804		118591	Telephone		47.35
120804		118591	Telephone		151.53
120804		118591	Telephone		198.89
				Line Amount Total	947.09
88609	08/13/21	V00132	American Journal of Transportation	615.00	
120848		116677	Industry Advertising		
120848		116677	1/2 page Gulf Ports & Trade March 2021		
120848		116677	Industry Advertising		
120848		116677	1/2 Page Ro/Ro Shipping September 2021		
120848		116677	Industry Advertising		
120848		116677	1/2 Page North American Auto Logistics		
120848		116677	Industry Advertising		615.00
120848		116677	Feb-Sept Daily Newswire banner (180X150)		
120848		116677	Industry Advertising		
120848		116677	Oct-Dec Daily Newswire banner -Apply to FY22		
				Line Amount Total	615.00
88610	08/13/21	V00144	Naylor, LLC	2,869.50	
120861		116244	Industry Advertising		2,869.50
120861		116244	AAPA 2021 Insertions Print-Q1 & Q3		

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
120861		116244	Directory & Buyers Guide, Online Directory		
			Line Amount Total		2,869.50
88611	08/13/21	V00152	IFM Efactor, Inc.	534.93	
120760		118513	M&R TOE-Gantry Crane		267.46
120760		118513	M&R TOE-Gantry Crane		267.47
			Line Amount Total		534.93
88612	08/13/21	V00159	Principal Life Insurance-PLIC-SBD Grand Island	128.14	
120834		118639	Other Receivables-July		64.07
120834		118639	Other Receivables-August		64.07
			Line Amount Total		128.14
88613	08/13/21	V00192	Glomar International, Inc.	2,467.19	
120823		118622	M&R TOE-Gantry Crane		414.81
120823		118622	M&R TOE-Gantry Crane		414.80
120824		118623	M&R TOE-Gantry Crane		473.34
120824		118623	M&R TOE-Gantry Crane		473.34
120825		118624	M&R TOE-Gantry Crane		345.45
120825		118624	M&R TOE-Gantry Crane		345.45
			Line Amount Total		2,467.19
88614	08/13/21	V00198	Brazosport Starter & Alternator Service	119.00	
120720		118512	M&R TOE-Toyota Forklift		119.00
			Line Amount Total		119.00
88615	08/13/21	V00200	The Chamber Brazosport Area	75.00	
120840		118583	Community Events		75.00
			Line Amount Total		75.00
88616	08/13/21	V00221	Dynamics Southwest, Inc.	52.50	
120818		118629	Contract Services		52.50
			Line Amount Total		52.50
88617	08/13/21	V00240	A-1 Comfort Systems	13,478.23	
120736		118509	M&R Bldgs-Operations Bldg		2,878.54
120737		118009	M&R Bldgs-Operations Bldg		6,892.89
120737		118009	Condensing Unit (CAS091LAA0A00A)		
120737		118009	M&R Bldgs-Operations Bldg		3,391.80
120737		118009	Air Handler (40RUAA08A2A6)		
120750		118508	M&R Bldgs-Buildings VT Berth 7		315.00
			Line Amount Total		13,478.23
88618	08/13/21	V00242	Detail Products Inc.	104.14	
120815		118567	Office Supplies		52.07
120816		118636	Office Supplies		52.07
			Line Amount Total		104.14
88619	08/13/21	V00246	Brian's Bar-B-Q	1,215.00	
120778		118529	Brians BBQ C.A.P Meeting 8/17/2021		
120778		118529	Individually Packed 2 Meat (Brisket&Chicken) w/		1,040.00
120778		118529	potato salad and beans		
120778		118529	All fixings include pickles, onions, bbq sauce, &		
120778		118529	bread.		
120778		118529	Banana Pudding		100.00
120778		118529	Carrot Cake		60.00

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Invoice No.	PO No.	GL Account Name	Line Description		
120778		118529	Delivery Fee		15.00
				Line Amount Total	1,215.00
88620	08/13/21	V00258	HubSpot, Inc.	3,450.00	
120857		118642	Contract Services		3,450.00
				Line Amount Total	3,450.00
88621	08/13/21	V00261	Adhere Creative	124.25	
120803		118621	Ad Development Services		124.25
				Line Amount Total	124.25
88622	08/13/21	V00281	Cintas Corporation	63.33	
120738		115450	Maint and Operations Supplies		
120738		115450	Other Receivables		
120738		115450	M&R Bldgs-Security Bldg		35.60
120738		115450	M&R Bldgs-Admin Bldg 1100 Cherry St		27.73
120738		115450	M&R Bldgs-Operations Bldg		
120738		115450	Year 3 of 3-year Agreement		
120738		115450	August 1,2020 - July 31, 2021		
120738		115450	Year Agreement Effective May 2018		
				Line Amount Total	63.33
88623	08/13/21	V00285	Shoppa's Farm Supply	492.37	
120836		118587	M&R TOE-2019 John Deere Gator HPX615E		54.26
120836		118587	M&R TOE-John Deere Gator		438.11
				Line Amount Total	492.37
88624	08/13/21	V00307	Joyce Hudman, County Clerk	16,091.00	
120858		118626	Construction in Progress		16,091.00
				Line Amount Total	16,091.00
88625	08/13/21	V00308	City of West Columbia	75.00	
120812		118582	Community Events		75.00
				Line Amount Total	75.00
88626	08/13/21	V00332	United Rentals	5,887.76	
120865		118625	M&R Bldgs-Security Bldg		5,887.76
				Line Amount Total	5,887.76
88627	08/13/21	V00345	Certified Laboratories	398.52	
120810		118588	M&R TOE-Gantry Crane		94.63
120810		118588	M&R TOE-Gantry Crane		94.63
120811		118589	M&R TOE-Gantry Crane		104.63
120811		118589	M&R TOE-Gantry Crane		104.63
				Line Amount Total	398.52
88628	08/13/21	V00389	Austin Seth	264.80	
120805		118590	Sales/Promotion Travel		139.55
120805		118590	Employment Related		125.25
				Line Amount Total	264.80
88629	08/13/21	V00436	Ultima Media	4,000.00	
120864		118633	Automotive & Finished Vehicle Logistics Mag.		
120864		118633	full page ad US Ports & terminals issue		
120864		118633	Industry Advertising-September FY 2021		2,000.00
120864		118633	Industry Advertising-October FY 2022		2,000.00
				Line Amount Total	4,000.00

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Invoice No.	PO No.	GL Account Name	Line Description		
88630	08/13/21	V00624	CBRE, Inc.-Valuation and Advisory Services	26,775.00	
120853	118630		Construction in Progress		26,775.00
			Line Amount Total		26,775.00
88631	08/13/21	V00638	Classic Forms and Products, Inc.	770.85	
120813	118635		Promotional Items - Commercial		770.85
			Line Amount Total		770.85
88632	08/13/21	V00663	B&K Motor Parts, Inc	2,000.74	
120849	118601		M&R Vehicles-Ford Pick Up		146.69
120849	118601		M&R TOE-John Deere Gator		52.85
120849	118601		M&R Security Equipment-SeaArk Commander Boat		38.28
120849	118601		Maint and Operations Supplies		45.76
120849	118601		M&R TOE-John Deere Gator		32.62
120849	118601		M&R Vehicles-Chevy Tahoe		34.67
120849	118601		Maint and Operations Supplies		129.16
120849	118601		M&R Vehicles-Chevy Tahoe		524.11
120849	118601		M&R Vehicles-Chevy Van		124.85
120849	118601		M&R Groundskeeping Equipment-X-Mark Zero Turn 60"		7.80
120849	118601		Maint and Operations Supplies		32.58
120849	118601		M&R Vehicles-Chevy Van		38.26
120849	118601		M&R Vehicles-Chevy Tahoe		157.19
120849	118601		M&R TOE-Gantry Crane		76.17
120849	118601		M&R TOE-Gantry Crane		76.17
120849	118601		Maint and Operations Supplies		22.47
120849	118601		M&R Vehicles-Chevy Tahoe		-282.71
120849	118601		M&R Vehicles-Ford Explorer		61.71
120849	118601		M&R TOE-Street Sweeper		47.28
120849	118601		Maint and Operations Supplies		62.48
120849	118601		M&R Vehicles-Ford Pick Up		81.93
120849	118601		M&R TOE-John Deere Gator		49.22
120849	118601		M&R TOE-John Deere Gator		271.21
120849	118601		M&R TOE-Hyster Forklift 440		169.99
			Line Amount Total		2,000.74
88633	08/13/21	V00668	DARE Capital Partners, LLC	3,281.60	
120855	118577		M&R Other-Mowing, Weed Control Etc		1,269.45
120855	118577		Maint & Repair - Pallets		1,324.51
120855	118577		Contract Labor Expense		687.64
			Line Amount Total		3,281.60
88634	08/13/21	V00697	Northern Safety Co., Inc.	328.66	
120762	118557		Safety Supplies		168.76
120832	118574		Safety Supplies		159.90
			Line Amount Total		328.66
88635	08/13/21	V00702	Jacqueline M Hodges	375.00	
120827	118615		Construction in Progress		375.00
			Line Amount Total		375.00
88636	08/13/21	V00703	Vickie E. Durlinger	375.00	
120844	118616		Construction in Progress		375.00
			Line Amount Total		375.00

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Invoice No.	PO No.	GL Account Name	Line Description		
88637	08/13/21	V00722	Deborah J. Savage	450.00	
120814	118571		Construction in Progress		450.00
			Line Amount Total		450.00
88638	08/13/21	V00724	Williams M. Tigner II	375.00	
120847	118614		Construction in Progress		375.00
			Line Amount Total		375.00
88639	08/13/21	V00786	Business Xpansion Journal	1,695.00	
120852	118293		Industry Advertising		1,695.00
120852	118293		Full Page Ad & editorial -July /Aug 2021		
			Line Amount Total		1,695.00
88640	08/13/21	V00798	Norma J. Byrd	450.00	
120831	118569		Construction in Progress		450.00
			Line Amount Total		450.00
88641	08/13/21	V00005	Phyllis Saathoff	383.12	
120870	118643		Telephone		136.75
120870	118643		Office Supplies		60.00
120870	118643		Employment Related		125.25
120870	118643		Commercial Events		61.12
			Line Amount Total		383.12
88642	08/13/21	V00711	Larry Allen Mize	750.00	
120828	118613		Construction in Progress		750.00
			Line Amount Total		750.00
88643	08/13/21	V00711	Larry Allen Mize	875.00	
120829	118617		Construction in Progress		875.00
			Line Amount Total		875.00
88644	08/13/21	V00713	Glen Whisenant	450.00	
120820	118570		Construction in Progress		450.00
			Line Amount Total		450.00
88645	08/13/21	V00713	Glen Whisenant	750.00	
120821	118612		Construction in Progress		750.00
			Line Amount Total		750.00
88646	08/13/21	V00713	Glen Whisenant	875.00	
120822	118618		Construction in Progress		875.00
			Line Amount Total		875.00
88647	08/13/21	V00714	Tracy Read	750.00	
120841	118611		Construction in Progress		750.00
			Line Amount Total		750.00
88648	08/13/21	V00714	Tracy Read	875.00	
120842	118619		Construction in Progress		875.00
			Line Amount Total		875.00
88649	08/19/21	V00611	McCarthy Building Companies, Inc.	3,498,467.93	
120740	112704		Construction in Progress		3,682,597.82
120740	112704		Labor, Materials, Equip & Insurance for		
120740	112704		Velasco Terminal, Berth 8 Project		
120740	112704		Retainage Payable		
120740	112704		Commission Approved 10/23/19		

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Invoice No.	PO No.	GL Account Name	Line Description		
120833		118580	Office Supplies		50.89
			Line Amount Total		270.72
88653	08/19/21	V00013	Mary Campus	158.29	
120902		118678	Automobile Expense		33.04
120902		118678	Employment Related		125.25
			Line Amount Total		158.29
88654	08/19/21	V00015	Mike Wilson	267.72	
120872		118677	Sales/Promotion Travel		40.18
120885		118668	Sales/Promotion Travel		189.25
120885		118668	Commercial Events		38.29
			Line Amount Total		267.72
88655	08/19/21	V00021	Gulf Coast Paper Company	238.63	
120741		118562	Office Supplies		42.87
120741		118562	Office Supplies		24.50
120741		118562	Office Supplies		6.13
120741		118562	Office Supplies		18.38
120741		118562	Office Supplies		24.50
120742		118561	Office Supplies		45.04
120742		118561	Office Supplies		25.74
120742		118561	Office Supplies		6.43
120742		118561	Office Supplies		19.30
120742		118561	Office Supplies		25.74
			Line Amount Total		238.63
88656	08/19/21	V00050	Northern Tool & Equipment	879.98	
120887		118647	M&R Warehouse-Warehouse 51		879.98
			Line Amount Total		879.98
88657	08/19/21	V00067	Quill Corporation	128.58	
120835		118640	Community Event-TACFT		13.49
120891		118667	Office Supplies		21.66
120891		118667	Office Supplies		12.37
120891		118667	Office Supplies		3.09
120891		118667	Office Supplies		9.28
120891		118667	Office Supplies		12.37
120891		118667	Community Event-TACFT		41.98
120892		118669	Office Supplies		13.50
120892		118669	Office Supplies		0.16
120892		118669	Office Supplies		0.04
120892		118669	Office Supplies		0.12
120892		118669	Office Supplies		0.16
120893		118670	Office Supplies		0.29
120894		118671	Office Supplies		0.07
			Line Amount Total		128.58
88658	08/19/21	V00080	On Hold Marketing Works	39.00	
120890		118672	Lease Expense		39.00
			Line Amount Total		39.00
88659	08/19/21	V00097	Comcast Business	2,625.00	
120854		118627	Contract Services		2,625.00
			Line Amount Total		2,625.00

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
88660	08/19/21	V00119	JH Sanchez Holding Company	6,235.00	
120859		116906	Janitorial Services February 2021-January 2022		
120859		116906	M&R Bldgs-Admin Bldg 1100 Cherry St		2,723.00
120859		116906	M&R Bldgs-Security Bldg		454.45
120859		116906	M&R Bldgs-Operations Bldg		629.45
120859		116906	M&R Bldgs-Buildings VT Berth 7-Restrooms		948.60
120859		116906	M&R Bldgs-Buildings VT Berth 7-Breakroom		202.00
120859		116906	M&R Transit Shed-T.S. 3		91.50
120859		116906	M&R Bldgs-Maintenance Bldg		110.00
120859		116906	M&R Bldgs-Security Bldg-Customs Office Bldg		1,076.00
120859		116906	2nd Year of 3 Year Contract Feb 2021-Jan 2022		
120859		116906	Board Approved 1/23/2020		
			Line Amount Total		6,235.00
88661	08/19/21	V00125	AT&T:979-230-9161 754-5	434.59	
120878		118665	Telephone		47.30
120878		118665	Telephone		47.31
120878		118665	Telephone		339.98
			Line Amount Total		434.59
88662	08/19/21	V00166	Van Scoyoc Associates	11,035.10	
120917		115717	Consultant Fees - Other		11,000.00
120917		115717	Govt. Liaison Service Agreement Oct.2020-Sept 2023		
120917		115717	Consultant Fees - Other		35.10
120917		115717	Expenses Incurred-Not to exceed \$8K over course of		
120917		115717	3yrs contract-CA 10/8/2020		
			Line Amount Total		11,035.10
88663	08/19/21	V00168	Junior Achievement of Brazoria County, Inc.	1,000.00	
120909		118597	Community Events		1,000.00
120909		118597	Annual Business Hall of Fame		
120909		118597	Table Sponsorship-8 seats		
120909		118597	Includes; 8 seats, wine table, &		
120909		118597	sponsor recognition		
120909		118597	October 2021		
120909		118597	FY 2021-2022		
			Line Amount Total		1,000.00
88664	08/19/21	V00178	Waypoint	1,000.00	
120866		118628	Contract Services		1,000.00
			Line Amount Total		1,000.00
88665	08/19/21	V00181	Canon Solutions America, Inc.	503.56	
120806		118608	Maint & Repair - Office Equipment		148.04
120807		118609	Maint & Repair - Office Equipment		207.48
120808		118610	Maint & Repair - Office Equipment		148.04
			Line Amount Total		503.56
88666	08/19/21	V00187	Brazoria County Septic Service	3,104.71	
120850		118573	Contract Services		1,477.00
120904		118648	Contract Services		1,627.71
			Line Amount Total		3,104.71
88667	08/19/21	V00192	Glomar International, Inc.	1,051.89	
120908		118655	M&R TOE-Gantry Crane		525.94
120908		118655	M&R TOE-Gantry Crane		525.95
			Line Amount Total		1,051.89

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
88668	08/19/21	V00201	CDW Government	3,376.48	
	120905	118405	Contract Services		3,376.48
	120905	118405	AutoCAD License Renewal		
	120905	118405	Quote# MFTN774		
	120905	118405	CDW-G is our assigned reseller for AutoCAD Product		
			Line Amount Total		3,376.48
88669	08/19/21	V00242	Detail Products Inc.	102.73	
	120881	118650	Office Supplies		48.06
	120882	118662	Office Supplies		54.67
			Line Amount Total		102.73
88670	08/19/21	V00249	JOC Group Inc.	1,400.00	
	120860	116570	Industry Advertising		1,400.00
	120860	116570	Joc Group Media package for FY2021		
	120860	116570	FTZ Advertising		
	120860	116570	Full page FTZ August		
			Line Amount Total		1,400.00
88671	08/19/21	V00250	Lincoln National Life Insurance Company	1,919.47	
	120910	118654	Group STD Insurance		259.02
	120910	118654	Group STD Insurance		145.55
	120910	118654	Group STD Insurance		413.82
	120910	118654	Group STD Insurance		14.39
	120910	118654	Group STD Insurance		108.83
	120910	118654	Group STD Insurance		43.00
	120910	118654	Group STD Insurance		38.01
	120910	118654	Group STD Insurance		83.03
	120910	118654	Group STD Insurance		-165.45
	120910	118654	Group STD Insurance		108.74
	120910	118654	Group LTD Insurance		214.17
	120910	118654	Group LTD Insurance		117.54
	120910	118654	Group LTD Insurance		276.81
	120910	118654	Group LTD Insurance		8.70
	120910	118654	Group LTD Insurance		107.35
	120910	118654	Group LTD Insurance		38.80
	120910	118654	Group LTD Insurance		22.98
	120910	118654	Group LTD Insurance		58.71
	120910	118654	Group LTD Insurance		-54.79
	120910	118654	Group LTD Insurance		80.26
			Line Amount Total		1,919.47
88672	08/19/21	V00270	The Bulletin	275.00	
	120901	118663	Community Advertising		275.00
			Line Amount Total		275.00
88673	08/19/21	V00281	Cintas Corporation	51.16	
	120779	115450	Maint and Operations Supplies		40.38
	120779	115450	Other Receivables		10.78
	120779	115450	M&R Bldgs-Security Bldg		
	120779	115450	M&R Bldgs-Admin Bldg 1100 Cherry St		
	120779	115450	M&R Bldgs-Operations Bldg		
	120779	115450	Year 3 of 3-year Agreement		
	120779	115450	August 1,2020 - July 31, 2021		
	120779	115450	Year Agreement Effective May 2018		
			Line Amount Total		51.16

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
88674	08/19/21	V00376	The Goodman Corporation	27,250.00	
	120868	117998	Consultant Fees - Other		27,250.00
	120868	117998	Port Infrastructure Development Program grant App.		
	120868	117998	Proprietary Vendor		
	120868	117998	Board Approved 5/27/2021		
			Line Amount Total		27,250.00
88675	08/19/21	V00403	Jennifer Barrera	357.87	
	120871	118685	Technical Training		53.20
	120871	118685	Office Supplies		24.14
	120871	118685	Governmental Relations Travel		123.73
	120871	118685	Commercial Events		86.80
	120871	118685	Commerical Event-JOC Breakbulk-Business Developmen		70.00
			Line Amount Total		357.87
88676	08/19/21	V00405	SLS Rigging LLC	8,191.84	
	120862	117991	13"W x 81"T, 12 ga carbon steel w/1 tubing.		
	120862	117991	Includes; Hot dip Galvanize & Powder Coat		
	120862	117991	M&R TOE-Gantry Crane		4,095.92
	120862	117991	M&R TOE-Gantry Crane		4,095.92
			Line Amount Total		8,191.84
88677	08/19/21	V00452	Breakbulk US OPCO Inc.	3,200.00	
	120851	118631	Full Page ad in Sept/Oct issue, 1/2 to be applied		
	120851	118631	to FY 2022		
	120851	118631	Industry Advertising-September FY 2021		1,600.00
	120851	118631	Industry Advertising-October FY 2022		1,600.00
	120851	118631	Proprietary Vendor		
			Line Amount Total		3,200.00
88678	08/19/21	V00589	TransUnion Risk and Alternative	125.00	
	120791	115972	Subscriptions		125.00
	120791	115972	Monthly Freature Fee for TLOxp Service		
	120791	115972	October 2020- September 2021		
			Line Amount Total		125.00
88679	08/19/21	V00668	DARE Capital Partners, LLC	3,271.72	
	120906	118645	M&R Other-Mowing, Weed Control Etc		1,014.98
	120906	118645	Maint & Repair - Pallets		1,559.87
	120906	118645	Contract Labor Expense		696.87
			Line Amount Total		3,271.72
88680	08/19/21	V00690	Delta Fire & Safety of Texas	10,958.40	
	120856	118217	Enforcer 30 Fire Suppression Unit w/foam		10,688.40
	120856	118217	Quote# GR062321B		
	120856	118217	Enforcer 30 Fire Suppression Unit w/foam-Freight		270.00
			Line Amount Total		10,958.40
88681	08/19/21	V00697	Northern Safety Co., Inc.	330.64	
	120886	118644	Safety Supplies		330.64
			Line Amount Total		330.64
88682	08/19/21	V00722	Deborah J. Savage	375.00	
	120875	118681	Construction in Progress		375.00
			Line Amount Total		375.00

Vendor Expenditure

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Port Freeport

Monday, September 13, 2021

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88683	08/19/21	V00734	Annette D. Hoss	375.00	
120876	118680		Construction in Progress		375.00
			Line Amount Total		375.00
88684	08/19/21	V00747	Robert Percival	375.00	
120895	118679		Construction in Progress		375.00
			Line Amount Total		375.00
88685	08/19/21	V00776	Legend Labs	25,000.00	
120786	118103		Strategic Brand Positioning Services 8-12 week in		
120786	118103		3 Phases as outlined below:		
120786	118103		Phase1-Discovery & Stakeholder Engagement		25,000.00
120786	118103		Phase2-Workshop w/Internal Management & Commission		
120786	118103		Phase3-Activation Support & Executive Training		
120786	118103		Board Approved 6/10/2021		
			Line Amount Total		25,000.00
88686	08/19/21	V00797	Law Office of Andrew Dunham, PLLC	600.00	
120877	118682		Construction in Progress		600.00
			Line Amount Total		600.00
88687	08/19/21	V00800	Mary M. Cudd	3,478.10	
120912	118661		Construction in Progress		3,478.10
			Line Amount Total		3,478.10
88688	08/19/21	V00801	Empower Retirement	1,200.00	
120907	118673		Consultant Fees - Other		1,200.00
			Line Amount Total		1,200.00
88689	08/19/21	V00802	Patterson & Edquist	750.00	
120874	118683		Construction in Progress		750.00
			Line Amount Total		750.00
88690	08/26/21	V00085	Moffatt & Nichol	43,172.83	
120914	109484		Professional Services for the Velasco Terminal		
120914	109484		Berths 8 & 9		
120914	109484		Construction in Progress		43,172.83
120914	109484		Board Approved 1/24/19		
120914	109484		Change Order #1		
120914	109484		Construction in Progress		
120914	109484		Board Approved 1/28/2021		
			Line Amount Total		43,172.83
88691	08/26/21	V00004	City of Freeport	37,589.52	
120927	118709		Water & Gas		58.44
120928	118710		Water & Gas		76.34
120929	118711		Water & Gas		36,258.17
120930	118712		Water & Gas		159.84
120931	118713		Water & Gas		584.37
120932	118714		Water & Gas		452.36
			Line Amount Total		37,589.52
88692	08/26/21	V00021	Gulf Coast Paper Company	1,030.15	
120884	118659		Office Supplies		580.59
120757	118539		Office Supplies		449.56
			Line Amount Total		1,030.15

Vendor Expenditure

Period: 08/01/21..08/31/21

Port Freeport

Monday, September 13, 2021

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88693	08/26/21	V00043	Union Pacific Railroad Company	3,726.00	
120951	118745		M&R Terminal Facilities-Other		3,726.00
			Line Amount Total		3,726.00
88694	08/26/21	V00049	Brazos Fasteners	13.36	
120880	118660		M&R Groundskeeping Equipment-5510 John Deere		13.36
			Line Amount Total		13.36
88695	08/26/21	V00054	Summit Electric Supply	1,264.40	
120898	118656		M&R Warehouse-Warehouse 51		512.42
120899	118657		M&R Bldgs-Security Bldg		565.82
120900	118658		Maint and Operations Supplies		176.37
120949	118689		M&R IT Equipment		9.79
			Line Amount Total		1,264.40
88696	08/26/21	V00055	Jesse Hibbetts	302.76	
120934	118801		Sales/Promotion Travel		211.87
120934	118801		Office Supplies		90.89
			Line Amount Total		302.76
88697	08/26/21	V00062	AT&T Mobility	499.73	
120923	118708		Telephone		104.58
120923	118708		Telephone		203.27
120923	118708		Telephone		97.29
120923	118708		Telephone		94.59
			Line Amount Total		499.73
88698	08/26/21	V00088	Blue Cross Blue Shield of Texas	71,991.16	
120924	118802		Group Medical Insurance		10,751.93
120924	118802		Group Medical Insurance		7,479.60
120924	118802		Group Medical Insurance		23,373.75
120924	118802		Group Medical Insurance		467.48
120924	118802		Group Medical Insurance		6,544.65
120924	118802		Group Medical Insurance		1,869.90
120924	118802		Group Medical Insurance		1,869.90
120924	118802		Group Medical Insurance		6,544.65
120924	118802		Group Medical Insurance		2,804.85
120924	118802		Group Medical Insurance		3,739.80
120924	118802		Group Medical Insurance		4,674.75
120925	118809		Other Receivables		1,869.90
			Line Amount Total		71,991.16
88699	08/26/21	V00101	Sunstates Security, LLC	61,836.29	
120942	118696		Security Service Fees		913.39
120943	118695		Security Service Fees		29,506.71
120944	118694		Security Service Fees		915.98
120945	118693		Security Service Fees		147.49
120946	118692		Security Service Fees		843.53
120947	118691		Security Service Fees		28,391.39
120948	118690		Security Service Fees		1,117.80
			Line Amount Total		61,836.29
88700	08/26/21	V00112	Tricia Vela	10.14	
120950	118754		Automobile Expense		10.14
			Line Amount Total		10.14

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88701	08/26/21	V00159	Principal Life Insurance-PLIC-SBD Grand Island	4,217.64	
120937		118707	Group Life Insurance		283.82
120937		118707	Group Life Insurance		130.55
120937		118707	Group Life Insurance		325.02
120937		118707	Group Life Insurance		10.24
120937		118707	Group Life Insurance		107.71
120937		118707	Group Life Insurance		45.89
120937		118707	Group Life Insurance		17.67
120937		118707	Group Life Insurance		69.54
120937		118707	Group Life Insurance		69.89
120937		118707	Group Life Insurance		71.31
120938		118706	Group Dental Insurance		391.84
120938		118706	Group Dental Insurance		245.23
120938		118706	Group Dental Insurance		698.83
120938		118706	Group Dental Insurance		26.00
120938		118706	Group Dental Insurance		296.61
120938		118706	Group Dental Insurance		68.12
120938		118706	Group Dental Insurance		51.99
120938		118706	Group Dental Insurance		207.96
120938		118706	Group Dental Insurance		94.37
120938		118706	Group Dental Insurance		219.49
120938		118706	Group Dental Insurance		193.24
120938		118706	Other Receivables		51.99
120938		118706	Group Vision Insurance		82.75
120938		118706	Group Vision Insurance		51.57
120938		118706	Group Vision Insurance		149.12
120938		118706	Group Vision Insurance		6.04
120938		118706	Group Vision Insurance		61.23
120938		118706	Group Vision Insurance		13.02
120938		118706	Group Vision Insurance		12.08
120938		118706	Group Vision Insurance		48.32
120938		118706	Group Vision Insurance		19.08
120938		118706	Group Vision Insurance		45.55
120938		118706	Group Vision Insurance		39.49
120938		118706	Other Receivables		12.08
			Line Amount Total		4,217.64
88702	08/26/21	V00189	Energia Resources, Inc.	12.00	
120754		118554	M&R TOE-Gantry Crane		12.00
			Line Amount Total		12.00
88703	08/26/21	V00210	Mimecast North America, Inc.	1,051.64	
120935		118804	Contract Services		1,051.64
			Line Amount Total		1,051.64
88704	08/26/21	V00221	Dynamics Southwest, Inc.	210.00	
120903		118651	Contract Services		210.00
			Line Amount Total		210.00
88705	08/26/21	V00256	Blueline Shop & Copy Center	43.06	
120879		118649	Community Events		43.06
			Line Amount Total		43.06
88706	08/26/21	V00304	Star Asset Security	471.24	
120896		118652	M&R Bldgs-Security Bldg		347.31

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Monday, September 13, 2021

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
120897		118653	M&R Bldgs-Security Bldg		123.93
				Line Amount Total	471.24
88707	08/26/21	V00341	Matthews Crane Certification	2,900.00	
120913		118519	Annual OSHA Inspection-ZPMC Crane 1 & 2		
120913		118519	M&R TOE-Gantry Crane		1,450.00
120913		118519	M&R TOE-Gantry Crane		1,450.00
120913		118519	Quote No. 10000		
				Line Amount Total	2,900.00
88708	08/26/21	V00531	Rob Lowe	500.00	
120941		118808	Flexible Spending Emp Reimbursement		500.00
				Line Amount Total	500.00
88709	08/26/21	V00593	McAllen Signal and Boring , LLC	500.00	
120911		115671	M&R Rail-Other		500.00
120911		115671	Highway 36 Railroad Crossing Singal Maint. & Insp		
				Line Amount Total	500.00
88710	08/26/21	V00624	CBRE, Inc.-Valuation and Advisory Services	28,725.00	
120926		118715	Construction in Progress		28,725.00
				Line Amount Total	28,725.00
88711	08/26/21	V00653	Paul Bridges & Associates, LLC	3,427.50	
120916		118045	M&R TOE-Gantry Crane		3,427.50
120916		118045	Professional Services for Container Crane Repair		
120916		118045	Board Approved 6/10/2021		
				Line Amount Total	3,427.50
88712	08/26/21	V00668	DARE Capital Partners, LLC	3,344.87	
120933		118738	M&R Other-Mowing, Weed Control Etc		1,339.65
120933		118738	Maint & Repair - Pallets		1,423.73
120933		118738	Contract Labor Expense		581.49
				Line Amount Total	3,344.87
88713	08/26/21	V00675	Nationwide	500.00	
120936		118702	Prepaid Insurance		500.00
				Line Amount Total	500.00
88714	08/26/21	V00803	PPG Architectural Finishes	1,996.80	
120939		118728	M&R TOE-Gantry Crane		998.40
120940		118729	M&R TOE-Gantry Crane		998.40
				Line Amount Total	1,996.80
88715	08/26/21	V00806	Cheryl L. Prince	17,833.33	
120919		118810	Construction in Progress		17,833.33
				Line Amount Total	17,833.33
88716	08/26/21	V00807	Johnny Boyd	10,700.00	
120920		118811	Construction in Progress		10,700.00
				Line Amount Total	10,700.00
88717	08/26/21	V00085	Moffatt & Nichol	12,884.95	
120915		117346	Construction in Progress		12,884.95
120915		117346	Velasco Terminal Ro/Ro Ramp @ Berth8		
120915		117346	Board Approved 3/25/2021		
				Line Amount Total	12,884.95

Vendor Expenditure

Period: 08/01/21..08/31/21

Port Freeport

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Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
88718	08/26/21	V00307	Joyce Hudman, County Clerk	60,637.00	
	120918	118705	Construction in Progress		60,637.00
			Line Amount Total		60,637.00
88719	08/26/21	V00307	Joyce Hudman, County Clerk	28,000.00	
	120921	118806	Construction in Progress		28,000.00
			Line Amount Total		28,000.00
88720	08/26/21	V00307	Joyce Hudman, County Clerk	22,800.00	
	120922	118807	Construction in Progress		22,800.00
			Line Amount Total		22,800.00
88721	08/26/21	V00307	Joyce Hudman, County Clerk	70,000.00	
	120952	118704	Construction in Progress		70,000.00
			Line Amount Total		70,000.00
			Texas Gulf Bank Accounts Payable	4,965,209.82	



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TO: Executive Director/CEO
Port Commissioners
Legal Counsel

FROM: Director of Business and Economic Development

DATE: September 23, 2021

SUBJECT: General Rate Adjustment to Port Freeport Tariff No. 005

Staff recommends a 5% General Rate Adjustment to Port Freeport Tariff No. 005, with some rates being adjusted on a case-by-case basis. Staff also recommends streamlining parts of the tariff to remove some antiquated sections and some verbiage changes and to improve clarity as outlined in the supporting documents.

Below is a table of historical tariff adjustments compared to changes in the Consumer Price Index since 2015.

Port Freeport Tariff No. 005 2021 General Rate Adjustment Annual Summary

<u>YEAR</u>	<u>ADJUSTMENT</u>	<u>CPI START</u>	<u>CPI END</u>	<u>Delta</u>
2015	3%	233.707	236.525	1.21%
2016	0%	236.916	241.432	1.91%
2017	2%	242.839	246.524	1.52%
2018	3%	247.867	252.038	1.68%
2019	2%	251.712	256.974	2.09%
2020	0%	257.971	260.474	0.97%
2021*		261.582	269.195	2.91%

*2021 CPI END AT APRIL 2021

TOTAL TARIFF ADJUSTMENTS 2015 - 2020	10%
CHANGE IN CPI JAN 2015 - APRIL 2021	15%

On July 13, the U.S. Bureau of Labor Statistics reported a 5.4% YOY increase in CPI for June 2021. More information can be found at this [link](#).

PORT COMMISSION

JOHN HOSS, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; DAN CROFT, SECRETARY; ROB GIESECKE, ASST. SECRETARY.
RAVI K. SINGHANIA, COMMISSIONER; SHANE PIRTLE, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

Port Freeport is member of the Gulf Seaports Marine Terminal Conference which suggests minimum rates for dockage, security on dockage and security on wharfage for member Ports. Below is a table of the recommend rates by GSMTC and staff’s proposed rates for comparison.

GSMTC Rates Effective 10/01/2021

<u>Security Fees</u>	<u>Conf. Rate</u>	<u>Port Rate</u>	<u>Proposed</u>	<u>▲</u>
Dockage on Vessels and Barges	10.11%	9.27%	9.73%	5%
Breakbulk (per ton)	0.21	0.21	0.22	5%
Dry Bulk (per ton)	0.0448	0.07	0.08	14%
Liquid Bulk (per ton)	0.0448	0.07	0.08	14%
Containers (per full unit)	4.47	4.12	4.33	5%
Vehicles (per unit)	1.00	1.33	1.40	5%

<u>Dockage (Length Overall)</u>	<u>Conf. Rate</u>	<u>Port Rate</u>	<u>Proposed</u>	<u>▲</u>
0' - 199'	3.21	2.99	3.14	5%
200'-399'	4.22	3.79	3.98	5%
400'-499'	5.74	5.23	5.49	5%
500'-599'	7.71	7.12	7.47	5%
600'-699'	8.95	8.32	8.74	5%
700'-799'	11.36	10.5	11.02	5%
800'-899'	13.69	12.86	13.51	5%
900'-over	16.37	15.21	15.97	5%

It is worth noting that many of port’s long-term tenants operate outside the tariff and have negotiated contract rates that are incorporated to their Lease Agreements with Port Freeport.

Enclosed please find:

- 1) Memos to the Finance Advisory Committee
- 2) A memo to Port Partners, Tenant and Users
- 3) A spreadsheet summarizing the proposed rate adjustments
- 4) A redline of the tariff with all of the proposed adjustments
- 5) A clean version of the tariff incorporating the proposed adjustments

Please note the following timeline related to the proposed tariff adjustment.

Tariff Revision Schedule	
Tuesday June 15, 2021	Staff met to discuss tariff adjustments (Kick Off)

Tariff Revision Schedule	
Tuesday June 29, 2021	Staff met to discuss tariff adjustments
Thursday July 22, 2021	Staff proposed adjustments to the Finance Advisory Committee
Monday August 9, 2021	Staff notified Customers of the proposed tariff adjustments
Thursday August 19, 2021	Staff met Customers to discuss the proposed tariff adjustments
Thursday September 9, 2021	Staff met with FAC to convey the customer comments received
Thursday September 23, 2021	Anticipated Port Commission Approval Date
Friday October 1, 2021	Effective Date for Adjustments to Tariff

Staff recommends a 5% General Rate Adjustment to Port Freeport Tariff No. 005, with some rates being adjusted on a case-by-case basis as presented in the supporting documents, and seeks the Port Commission’s approval



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WWW.PORTFREEPORT.COM

TO: Executive Director/CEO
Port Commissioners
Legal Counsel

FROM: Director of Business and Economic Development

DATE: September 09, 2021

SUBJECT: General Rate Adjustment to Port Freeport Tariff No. 005

On August 19, 2021, Staff held a meeting with Port Partners, Tenants and Users to discuss the proposed General Rate Adjustment to Port Freeport No. 005 and receive their comments.

The enclosed supporting documents were submitted in advance to the attendees.

Staff did not receive negative feedback on the proposed increase except for the wharfage rate related to rice shipments.

Staff recommended a general wharfage rate of \$2.75 per ton for any commodity that was not otherwise specified, and rice in bulk or breakbulk would have been categorized into that general rate. The current rate for rice is \$2.41 per ton. Staff recommends specifying a wharfage rate of \$2.53 per ton (a 5% increase) in lieu of \$2.75 per ton.

Staff seeks the committee's support of all the proposed changes to Port Freeport Tariff No. 005.

Staff intends to recommend the proposed changes to the Port Commission on September 23, and if approved, the changes would take effect on October 01, 2021.

[PORT COMMISSION](#)

JOHN HOSS, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; DAN CROFT, SECRETARY; ROB GIESECKE, ASST. SECRETARY.
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TO: Port Users, Tenants and Partners
FROM: Director of Business and Economic Development
DATE: August 03, 2021
SUBJECT: Proposed Adjustments to Port Freeport Tariff No. 005

Port Freeport staff intends to recommend adjustments to Port Freeport Tariff No. 005 to the Port Commission. The adjustments would take effect on October 01, 2021.

Enclosed please find:

- 1) A memo from Port Freeport staff to the Finance Advisory Committee
- 2) A spreadsheet detailing the proposed adjustments.
- 3) A redline version of the Tariff detailing the items to be adjusted.

Prior to making the final recommendation to the Port Commission, Port Freeport staff would like to receive input from Port Users and Tenants regarding the proposed adjustments.

Port Freeport staff will distribute the login details for an in-person meeting with a virtual option to be held on the morning of August 19, 2021, to review and discuss the proposed adjustments.

In the meantime, staff would be grateful to receive your comments in advance, which please send to the following addresses: miura@portfreeport.com; barrera@portfreeport.com.

[PORT COMMISSION](#)

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TO: Executive Director/CEO
 Port Commissioners
 Legal Counsel

FROM: Director of Business and Economic Development

DATE: July 22, 2021

SUBJECT: General Rate Adjustment to Port Freeport Tariff No. 005

Staff recommends a 5% General Rate Adjustment to Port Freeport Tariff No. 005, with some rates being adjusted on a case-by-case basis. Below is a table of historical tariff adjustments and changes in the Consumer Price Index since 2015.

Port Freeport Tariff No. 005			
2021 General Rate Adjustment			
Annual Summary			
YEAR	ADJUSTMENT	CPI START	CPI END
2015	3%	233.707	236.525
2016	0%	236.916	241.432
2017	2%	242.839	246.524
2018	3%	247.867	252.038
2019	2%	251.712	256.974
2020	0%	257.971	260.474
2021*		261.582	269.195
*2021 CPI END AT APRIL 2021			
TOTAL TARIFF ADJUSTMENTS 2015 - 2020			10%
CHANGE IN CPI JAN 2015 - APRIL 2021			15%

On July 13, the U.S. Bureau of Labor Statistics reported a 5.4% YOY increase in CPI for June 2021. More information can be found at this [link](#).

Port Freeport is member of the Gulf Seaports Marine Terminal Conference which suggests minimum rates for dockage, security on dockage and security on wharfage for member Ports. Below is a table of the recommend rates by GSMTC and staff’s proposed rates for comparison.

PORT COMMISSION

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 RAVI K. SINGHANIA, COMMISSIONER; SHANE PIRTLE, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

General Rate Adjustment to Port Freeport Tariff No. 005

July 22, 2021

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GSMTC Rates Effective 10/01/2021				
Security Fees	Conf. Rate	Port Rate	Proposed	▲
Dockage on Vessels and Barges	10.11%	9.27%	9.73%	5%
Breakbulk (per ton)	0.21	0.21	0.22	5%
Dry Bulk (per ton)	0.0448	0.07	0.08	14%
Liquid Bulk (per ton)	0.0448	0.07	0.08	14%
Containers (per full unit)	4.47	4.12	4.33	5%
Vehicles (per unit)	1.00	1.33	1.40	5%
Dockage (Length Overall)	Conf. Rate	Port Rate	Proposed	▲
0' - 199'	3.21	2.99	3.14	5%
200'-399'	4.22	3.79	3.98	5%
400'-499'	5.74	5.23	5.49	5%
500'-599'	7.71	7.12	7.47	5%
600'-699'	8.95	8.32	8.74	5%
700'-799'	11.36	10.5	11.02	5%
800'-899'	13.69	12.86	13.51	5%
900'-over	16.37	15.21	15.97	5%

A spreadsheet summarizing the proposed rate adjustments is enclosed. A redline of the tariff with all of the proposed adjustments is enclosed. Staff also recommends streamlining parts of the tariff to remove some antiquated sections and some verbiage changes to add clarity.

It is worth noting that many of port's long-term tenants operate outside the tariff and have negotiated contract rates incorporated to their Lease Agreements with Port Freeport.

TARIFF ITEM	DESCRIPTION	RATE	UNIT OF MEASURE	MINIMUM	PROPOSED RATE	NEW MINIMUM	DELTA
305	Disposal of oily residue and waste	\$ 0.20	Per barrel	\$ 100.00	\$ 0.21	\$ 105.00	5%
330	Berth Applications and arrangements	\$ 800.00	late fee		\$ 840.00		
335	Bunkers	\$ 0.18	Per barrel	\$ 30.00	\$ 0.19	\$ 31.50	
340	Cleanliness of Premisis	\$ 131.00	Per 1k cargo tons	\$ 190.00	\$ 137.55	\$ 200.00	
385	Port Security- Unarmed Security	Cost +20%	Per Hour ST	4 hours	Cost +20%		TBD
385	Port Security- Armed Security	Cost +20%	Per Hour OT	4 hours	Cost +20%		TBD
385	Port Security- Waterside Patrol	\$ 257.50	Per Hour	4 hours	\$ 257.50	NO CHANGE	0%
390	Port Security Fees Vessels	\$ 0.0927	of Dockage	\$ -	\$ 0.0973		5%
390	Port Security Fees Break-Bulk	\$ 0.21	Per Ton	\$ -	\$ 0.22		5%
390	Port Security Fees Bulk Cargo	\$ 0.07	Per Ton	\$ -	\$ 0.08		5%
390	Port Security Fees Containers	\$ 4.12	Per Container	\$ -	\$ 4.33		5%
390	Port Security Fees Vehicles	\$ 1.33	Per Unit	\$ -	\$ 1.40		5%
390	Port Security Fees Railcars	\$ -	Per Car	\$ -	\$ 25.00		New Item
405	Stevedore Contractor License	\$ 2,700.00	Application	\$ -	\$ 2,835.00		5%
405	Stevedore Contractor License Renewal	\$ 1,100.00	Per Year	\$ -	\$ 1,155.00		5%
405	Port Service Charge	\$ 0.40	Per Ton	\$ -	\$ 0.40	NO CHANGE	0%
410	Permits - Hot Work	\$ 92.00	each	\$ -	\$ 97.00		5%
410	Permits - Over Dimensional/Overweight	\$ 542.00	each	\$ -	\$ 570.00		5%
415	Dockage 0 to 199'	\$ 2.99	Per foot	\$ -	\$ 3.14		5%
415	Dockage 200 to 399	\$ 3.79	Per foot	\$ -	\$ 3.98		5%
415	Dockage 400 to 499	\$ 5.23	Per foot	\$ -	\$ 5.49		5%
415	Dockage 500 to 599	\$ 7.12	Per foot	\$ -	\$ 7.47		5%
415	Dockage 600 to 699	\$ 8.32	Per foot	\$ -	\$ 8.74		5%
415	Dockage 700 to 799	\$ 10.50	Per foot	\$ -	\$ 11.02		5%
415	Dockage 800 to 899	\$ 12.86	Per foot	\$ -	\$ 13.51		5%
415	Dockage 900 and Over	\$ 15.21	Per foot	\$ -	\$ 15.97		5%
415	Barges @ Dock 4 Only	\$ 183.67	Per Barge	\$ -	\$ 192.85		5%
415	Barges, Intercoastal or river (minimum)	\$ 183.67	Per 24-hour period	\$ -	\$ 192.85		5%
415	Work Boats	\$ 454.75	ITEM DELETED				
415	Supply boats	\$ 918.42	Per day	\$ -	\$ 964.34		5%
420	Shed Hire Up to 500 Net tons	\$ 429.60	each	\$ -	\$ 451.08		5%
420	Shed Hire 501 to 1000 Net tons	\$ 601.66	each	\$ -	\$ 631.74		5%
420	Shed Hire 1001 to 5000 Net tons	\$ 796.44	each	\$ -	\$ 836.26		5%
420	Shed Hire 5001 Net tons and over	\$ 1,158.95	each	\$ -	\$ 1,216.90		5%
445	Equipment - Forklift 5000 to 6000	\$ 25.97	Per Hour	2 hours	\$ 27.27	2 Hours	5%
445	Equipment - Forklift 15000	\$ 43.28	Per Hour	2 hours	\$ 45.44	2 Hours	5%
445	Equipment - Forklift Hyster	\$ 178.55	Per Hour	2 hours	\$ 187.48	2 Hours	5%
445	Equipment - Forklift 8000	\$ 31.38	Per Hour	2 hours	\$ 32.95	2 Hours	5%
445	Equipment - Container Handler/Top Loader	\$ 176.39	Per Hour	2 hours	\$ 185.21	2 Hours	5%
445	Equipment - Yard Truck	\$ 40.04	Per Hour	2 hours	\$ 42.04	2 Hours	5%
445	Equipment - Power Sweeper	\$ 40.04	Per Hour	2 hours	\$ 42.04	2 Hours	5%
445	Equipment - Street Sweeper	\$ 154.50	Per Hour	2 hours	\$ 162.23	2 Hours	5%
445	Equipment - 80' Manlift	\$ 97.85	Per Hour	2 hours	\$ 102.74	2 Hours	5%
445	Equipment - 135' Manlift	\$ 164.80	Per Hour	2 hours	\$ 173.04	2 Hours	5%
445	Equipment - Scissor Lift	\$ 51.50	Per Hour	2 hours	\$ 54.08	2 Hours	5%
445	Equipment - Welding Machine	\$ 20.00	ITEM DELETED				
445	Pallets	\$ 1.34	Per Ton	\$ -	\$ 1.41	\$ -	5%
445	Equipment - Multi-Purpose Crane	\$ 458.06	ITEM DELETED				
445	Equipment - Multi-Purpose Crane	\$ 509.00	ITEM DELETED				
445	Equipment - Multi-Purpose Crane Heavy Lift	\$ 795.30	ITEM DELETED				
445	Equipment - Multi-Purpose Crane Heavy Lift	\$ 877.25	ITEM DELETED				
445	Equipment - Multi-Purpose Crane Mobilization	\$ 137.63	ITEM DELETED				
445	Equipment - Multi-Purpose Crane Standby Time	\$ 188.06	ITEM DELETED				
445	Equipment - Multi-Purpose Crane Standby Time	\$ 243.74	ITEM DELETED				
445	Equipment - Gantry Crane	\$ 800.00	Per Hour	4 hours	\$ 840.00	4 Hours	5%

TARIFF ITEM	DESCRIPTION	RATE	UNIT OF MEASURE	MINIMUM	PROPOSED RATE	NEW MINIMUM	DELTA
445	Equipment - Gantry Crane Gang Detention Credit	\$ (133.00)	Per 5 minutes	\$ -	\$ (140.00)	Per 5 min	5%
475	Water - Fresh water	\$ 12.75	Per 1000 Gallons	\$ 72.50	\$ 16.25	\$ 97.50	27%
475	Water - Connection	\$ 53.50	each	\$ -	\$ 56.25	\$ -	5%
475	Water - Connection at Overtime	\$ 98.00	each	\$ -	\$ 103.00	\$ -	5%
475	Water - Hoses	\$ 79.00	for all hoses	\$ -	\$ 83.00	\$ -	5%
480	Patrol Services (Previously Watchman fee)	\$ 105.80	Per Day	\$ -	\$ 111.00	\$ -	5%
480	Watchman Fee - Special			ITEM DELETED RATE COVERED IN ITEM 385			
480	Watchman Fee - Special			ITEM DELETED RATE COVERED IN ITEM 385			
485	Information Technology Fees- Dedicated Talk Group	\$ 210.00	Annually	\$ -	\$ 210.00	NO CHANGE	0%
485	Information Technology Fees- Radio Usage	\$ 8.50	Per Radio Per Month	\$ -	\$ 8.50	NO CHANGE	0%
485	Information Technology Fees- EOC IDF Device	\$ 52.50	Per Month	\$ -	\$ 55.00		5%
485	Information Technology Fees- EOC Rack Space	\$ 105.00	Per Month	\$ -	\$ 110.00		5%
485	Information Technology Fees- Fiber	\$ 105.00	Per Month	\$ -	\$ 110.00		5%
500	Incidental Services - Labor	\$ 61.00	Per Hour		\$ 61.00	\$ -	0%
505	Truck Scales	\$ 11.00	per truck	\$ -	\$ 12.00	\$ -	9%
540	Minimum Invoice	\$ 50.00	per invoice		\$ 52.50		5%
575	Wharfage - Bulk	\$ 0.77	Per ton	\$ -	\$ 0.81	\$ -	5%
575	Wharfage - Rice by Truck / Rail	\$ 0.75	Per Ton	\$ -	\$ 0.79	\$ -	5%
575	Wharfage - Crude / Petroleum by Truck	\$ 21.22	per truck	\$ -	\$ 22.28	\$ -	5%
586	Terminal Use Charges- Containers	\$ 50.00	per container unit	\$ -	\$ 52.50	7 days free time and \$5/TEU/Day thereafter	5%
586	Terminal Use Charges- Rail Cars	\$ 200.00	Per loaded rail car	\$ -	\$ 210.00	7 days free time and \$5/car/day thereafter	5%
586	Terminal Use Charges	\$ 0.83	Per Ton	\$ -	\$ 0.87	\$ -	5%
586	Terminal Use Charges- Acreage	\$ 3,462.78	Per Acre	\$ -	\$ 3,635.92	\$ -	5%
586	Terminal Use Charges- Warehouse	\$ 0.48	Per Sq. Ft.	\$ -	\$ 0.50	\$ -	5%
586	Terminal Use Charges- Office Space	\$ 4.33	Per Sq. Ft.	\$ -	\$ 4.55	\$ -	5%
586	Terminal Use Charges- Third Party	\$ 2.16	Per Ton	\$ -	\$ 2.27	\$ -	5%
610	Rental of Container Handler			ITEM DELETED 2020		\$ -	
625	Wharfage - Containers	\$ 3.14	Per Ton	\$ -	\$ 3.30	\$ -	5%
635	Wharfage - NOS	\$ 2.41	Per Ton	\$ -	\$ 2.75	\$ -	14%
640	Wharfage - New and Used Passenger Vehicles	\$ 7.30	Per Auto	\$ -	\$ 7.67	\$ -	5%
640	Wharfage - All other RoRo Cargo	\$ 4.12	Per Ton	\$ -	\$ 4.33	\$ -	5%
640	Wharfage - Passenger Vehicles not on ship	\$ 14.60	Per Auto	\$ -	\$ 15.33	\$ -	5%
640	Security Fee - Passenger Vehicles not on Ship	\$ 2.74	Per Auto	\$ -	\$ 2.88	\$ -	5%
640	Wharfage - All other Roro cargo not on ship	\$ 8.24	Per Ton	\$ -	\$ 8.65	\$ -	5%
640	Security Fee- All other Roro cargo not on ship	\$ 8.73	Per Unit	\$ -	\$ 9.17	\$ -	5%
665	Wharfage - Fruit	\$ 2.41	Per Ton	ITEM DELETED-Rate captured in Item 635			
680	Wharfage - Iron or Steel	\$ 2.41	Per Ton	ITEM DELETED-Rate captured in Item 635			
700	Wharfage - Paper	\$ 2.41	Per Ton	ITEM DELETED-Rate captured in Item 635			
705	Wharfage - Resin	\$ 2.41	per ton	ITEM DELETED-Rate captured in Item 635			
710	Wharfage - Rice	\$ 2.41	per ton		\$ 2.54		5%
720	Wharfage - Project Cargo	\$ 2.68	Per ton or CBM	\$ -	\$ 2.75	\$ -	3%
720	Wharfage - Project Cargo OW/OD			ITEM DELETED 2020			
721	Wharfage - Wind	\$ 2.63	Per Ton	\$ -	\$ 2.75	\$ -	5%
721	Wharfage - Wind	\$ 1.66	Per CBM	\$ -	\$ 1.75	\$ -	5%

PORT FREEPORT

TARIFF NO. 005

**RATES, CHARGES, RULES,
REGULATIONS
AND
SERVICES AVAILABLE AT
PUBLIC WHARVES**

**ISSUED BY PORT FREEPORT
1100 CHERRY ST.
FREEPORT, TX 77541
TELEPHONE (979) 233-2667**

**PORT FREEPORT TARIFF NO. 005
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SECTION ONE

PORT FREEPORT TARIFF NO. 005

GULF SEAPORTS MARINE TERMINAL CONFERENCE
Federal Maritime Commission Agreement 224-200163 Approved December 2, 1988

Participating Members

- (1) Board of Commissioners of the Port of New Orleans
- (2) Board of Commissioners of Lake Charles Harbor and Terminal District
- (3) Greater Baton Rouge Port Commission
- (4) Orange County Navigation and Port District of Orange, Texas
- (5) Mississippi State Port Authority at Gulfport
- (6) Port of Beaumont Navigation District of Jefferson County, Texas
- (7) Port of Houston Authority of Harris County, Texas
- (8) Board of Trustees of the Galveston Wharves
- (9) Alabama State Port Authority, Mobile, Alabama
- (10) South Louisiana Port Commission, LaPlace, Louisiana
- (11) Brownsville Navigation District of Cameron County, Texas
- (12) Port of Port Arthur Navigation District of Jefferson County, Texas
- (13) Tampa Port Authority of Hillsborough County, Florida
- (14) Port of Corpus Christi Authority
- (15) Panama City Port Authority
- (16) Port of Pensacola
- (17) Port Freeport of Brazoria County, Texas
- (18) Board of Commissioners of the Jackson County Port Authority (Port of Pascagoula)
- (19) Manatee County Port Authority of Palmetto, Florida
- (20) St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- (21) Port of West St. Mary, Franklin, LA
- (22) Port Fourchon, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said Conference, desiring to present requests or complaints with respect to any such rates, charges, rules, and regulations adopted pursuant to said Conference agreement, should submit the same, in writing to the Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions, and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper and complainant desires to be heard, he shall make request upon the Chairman in advance of the meeting

Richert Self
Conference Chairman c/o
Lake Charles Harbor & Terminal District
1611 West Sallier Street
Lake Charles, LA 70601

SUBJECT: RULES AND JURISDICTION**JURISDICTION OF PORT FREEPORT**

(A) The Port Commission of Port Freeport, of Brazoria County, Texas, has jurisdiction over and control of navigable waters of Port Freeport.

(B) The Commissioners constitute the Pilot Commission for the appointment of and operations of Port Freeport Pilots. The Pilots, operating as the Brazos Pilots, are appointed by the Governor of Texas upon recommendation of the Pilot and Canal Commissioners (Port Freeport Commissioners). The Commissioners have designated the Chief Executive Officer as Chief Inspector of Pilots. Pilotage rates are uniform. The Pilots are under the supervision of the Commissioners.

(C) The Commissioners have jurisdiction over and control of the use of all facilities owned by Port Freeport and over any facilities operated by Port Freeport. All port property and port leases are subject to the terms, rates and conditions of Tariff No. 5, unless otherwise specified under separate contract.

(D) The Commissioners have the authority to regulate and fix charges for the use of such waterways and facilities.

GENERAL AUTHORITY

(A) Port Freeport, publisher of this tariff, is the official contractor for the loading and unloading of all cargo received at its terminals unless authorized by the Chief Executive Officer.

(B) The docks are for the handling of intracoastal, coastwise, intercoastal, import and export cargoes exclusively. Port Freeport reserves the right to control the loading and unloading of all freight handled on these facilities, and the rates to be charged. Port Freeport will perform themselves or through their authorized agents the loading and unloading of all freight at the rates named in this tariff. Subsequent handling of freight from a point of rest constitutes an additional handling subject to handling charges provided in this tariff for loading or unloading.

(C) All users of these facilities must comply with this tariff and no user of these facilities will be permitted to deviate from the rates, rules and regulations herein prescribed unless specifically authorized by the Chief Executive Officer.

CARGO STATEMENTS

All vessels, their owners and agents shall, within five days after date of sailing of any such vessel, report to Port Freeport all cargo loaded and unloaded at all locations within Port Freeport. Such reports to show units, dimensions of units, packages, commodities, tonnage, cubic meters, and origin and destination. Any other data required for proper statistical information may be requested by the Chief Executive Officer.

Failure to file certified copies of manifests within the time specified shall constitute, in opinion of Port Freeport, cause for suspension of credit or other privileges of the vessel, until such failure is remedied.

RECORDS ACCESS

Upon request by Port Freeport, vessels, their owners, agents, masters, stevedores and all other users of the Port facilities shall produce manifests of cargo, delivery orders, dock receipts, interchanges, reports and/or other documents as required. The purpose of said requests shall be for the purpose of ascertaining the accuracy of the manifests in order to verify the proper charges are paid under this tariff or other written agreement between the parties. Said documentation shall be provided to Port Freeport following forty-eight (48) hours after request. Failure to provide accurate records (i.e. dimensions, weights, manifest, etc.), particularly those used for billing purposes by Port Freeport, may be a violation of Chapter 37 of the Texas Penal Code and federal law and may be reported to the proper authorities by Port Freeport.

DELINQUENT LIST

Port Freeport reserves the right at any time or times and without notice to deny the use of its facilities to any user who or which is delinquent in payment of its accounts for more than thirty (30) days; such denial may be continued until such accounts are fully paid up and in current status.

APPLICATION

(A) The Rates, Rules and Regulations contained in this Tariff shall apply equally to all users of the waterways and facilities of Port Freeport and shall apply on all traffic on the waterways and facilities from the effective date shown in this Tariff and on all amendments thereto.

(B) Amendments shall be issued to cover needed changes in this Tariff. However, this Tariff is subject to change at the discretion of the Port Commission.

(C) The use of the waterways and facilities under the jurisdiction of Port Freeport shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels owners.

(D) This tariff is made available to the public and is accessible on the Port Freeport website, at www.portfreeport.com, pursuant to the Shipping Act of 1984, as amended, and 46 C.F.R. Section 525.2, and by hard copy upon request to Port Freeport.

SUBJECT: ABBREVIATIONS

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither an increase or reduction in rates
(I)	Increase
(N)	New item
(R)	Reduction
Cu. Ft	Cubic feet
cwt	Hundred-pound weight
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross registered ton
ISO	International Standardization Organization
KG	Kilogram
Lbs.	Pounds
LOA	Length-over-all
MBF	Thousand board feet
MT	Metric ton
NOS	Not otherwise specified
O/T	Other than
(*)	The rate, rule, or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference

SUBJECT: DEFINITIONS**AGENT OR VESSEL AGENT**

Any party who acts on behalf of another party, including but not limited to the party or entity, who submits the application for a vessel's berth.

ARRIVAL AT BERTH

The time at which an incoming vessel moors to her berth calculated from the time the last line is secured.

BERTH

The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.

BERTH SPACE

The area within Port Freeport's facilities designated or allotted by Port Freeport for use for the receipt and accommodation of freight for export pending arrival of the vessel to which such freight is consigned and for the receipt and accommodation of import freight pending delivery or tender of delivery by the steamship company to the owner or consignee thereof.

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BONDED STORAGE

Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.

BUNKERS

Any marine fuel, ~~ie i.c.~~ IFO, MDO, MGO, or LNG to be delivered to an oceangoing vessel by means of bunker barge, tanker or tank truck.

CAPTAIN OF THE PORT (COTP)

Captain of the Port (COTP) means the officer of the Coast Guard, under the command of a District Commander, so designated by the Commandant for the purpose of giving immediate direction to Coast Guard law enforcement activities within an assigned area.

CARGO

Any commodity (dry bulk, liquid bulk, breakbulk, autos, machinery, equipment, baled, palletized, bagged, containerized, crated, etc.) imported, exported, domestic or stored at the Port facilities carried by vessel, truck, rail or barge.

CHASSIS

A wheel assembly constructed to accept mounting of containers and equipment with a device for coupling to a self-powered tractor for movement.

CHECKING

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting the same.

CONTAINER

A standard ISO seagoing container 20 feet in length or over.

COST PLUS

Any operation not covered by Port Freeport Tariff will be performed on a cost plus 20% supervision basis.

DAY

A consecutive 24-hour period or fraction thereof.

DOCKAGE

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel also berthed.

FEDERAL MARITIME COMMISSION (FMC)

Agency, which administers various federal statutes regarding ocean shipping, ports and marine terminals.

FEU

(Forty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

SECTION TWO

PORT FREEPORT TARIFF NO. 005

FOREIGN TRADE ZONE (FTZ)

Designated areas, approved by the Federal government, considered outside the Customs territory of the United States. An isolated policed area adjacent to a port of entry (as a seaport or airport) where foreign goods may be unloaded for immediate transshipment or stored, repacked, sorted, mixed, or otherwise manipulated without being subject to import duties.

FREE TIME

The specified period during which cargo may occupy space as directed by the Chief Executive Officer, or their designee on terminal property free of terminal storage charges.

HANDLING

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HAZARDOUS MATERIAL (HAZMAT)

Any of a list of materials, compiled by the Federal government and considered to be health/safety hazards.

HOLIDAYS

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November and 4 th Friday in November
Christmas	December 24 th & 25 th

A) On holidays observed by ILA, all Loading/Unloading will be performed at overtime rates.

B) No work shall be performed on Labor Day or Christmas Day unless agreed otherwise.

C) When scheduled holidays fall on Saturdays, the previous Friday will be recognized as the holiday and when the scheduled holiday falls on Sunday, Monday will be recognized as the holiday.

LINER SERVICE

Vessels making regularly scheduled calls for the receipt and delivery of cargo and/or passengers at Port Freeport.

LEASE

A contractual agreement wherein Port Freeport is referred to as landlord, and Port user is referred to as tenant. Terms of agreement may supersede some terms of the prevailing tariff.

LOADING OR UNLOADING

The service, whether provided by the Port or 3rd party, of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance to or from the terminal facility.

LO/LO

This abbreviation stands for Lift-on/Lift-off. Cargo or containers are lifted onto or off a vessel by crane.

MANIFEST

An itemized list of all cargo loaded or unloaded from a vessel.

MARGINAL TRACKS

Railroad tracks on the wharf apron within reach of ship's tackle.

OVER DIMENSIONAL, OVERWEIGHT CARGO

Cargo that measures over sixty-feet in length, or over twenty-feet in width, or over twenty-feet in height or weighs in excess of seventy thousand pounds.

PALLETS

The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

PASSENGER VEHICLE

A motor vehicle used to transport persons and designed to accommodate 10 or fewer passengers, including the operator.

POINT OF REST

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

PROJECT CARGO

A project, consisting of separate and differing items, various lengths, widths, and weights, or not otherwise specified (NOS); to be stored, loaded, discharged over various time period.

RO/RO

The abbreviation stands for roll-on/roll off. Self-propelled or not self-propelled cargo that is rolled onto a vessel as opposed to being lifted onboard using cranes.

SHED HIRE

A charge assessed against a vessel for providing a wharf shed for assembling and distributing cargo.

SHIP SIDE

The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

STEVEDORES

Companies which employ labor and provide equipment and contract with vessels for handling of cargo on vessels and at waterside.

STRIPPING CONTAINERS

Unloading cargo from containers.

STUFFING CONTAINERS

Loading cargo into containers.

TARIFF

A publication issued by Port Freeport and filed with the Federal Maritime Commission, which sets up the definitions, rates, rules and regulations for the Port in general or for a particular function of the Port.

TERMINAL

Use of the word "terminal" in this tariff means the facilities of Port Freeport.

TERMINAL STORAGE

Port may, at its sole discretion, allow port Users to use areas in the port for the storage of cargo at a specified storage rate. Terminal storage may include providing warehouse, terminal, or off-site facilities for the storage of inbound or outbound cargo, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, and bonded storage, after storage arrangements have been made.

TERMINAL USE FEE

A fee assessed for the use of any Port owned property and facilities for the movement within or loading or unloading of cargo to or from any means of conveyance.

TEU

(Twenty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

TON

Subject to a specific exception, the term "ton" as used in the tariff, refers to a U.S. short ton of a unit weight of 2,000 pounds.

TRAFFIC INTRACOASTAL TRAFFIC: All traffic between interior points served by canals and rivers within the state of Texas. (Including intra-ports)

A) **COASTWISE TRAFFIC:** All traffic between any two ports of the United States.

B) **INTERCOASTAL TRAFFIC:** All traffic between Atlantic and Gulf ports of the United States and the West Coast of the United States.

C) **IMPORT TRAFFIC:** All traffic moving from any foreign ports to the continental United States.

D) **EXPORT TRAFFIC:** All traffic moving from the continental United States to foreign ports.

TRANSIT SHED

A covered area designated for short term use in cargo operations – to/from vessel, and/or truck, and/or railroad car.

TRANSSHIPPED CARGO

Cargo landed from a vessel and reloaded on a second vessel without being removed from the wharves. Transshipped cargo may move into warehouses and/or open storage areas provided it remains in-bond. Tariff rates will be used for storage or handling where applicable.

UNITIZED

The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed, or packaged to permit free access of forklift trucks.

USER

A user of the facilities owned, leased, and/or controlled by Port Freeport shall include any vessel or person using any Port of Freeport properties, facilities, or equipment, or to whom or for whom, any service, work, or labor is furnished, performed, done, or made available by Port Freeport, or any person owning or having custody of cargo moving over such facilities.

VESSEL

Every description of watercraft or other artificial conveyance, 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, disponent owner, and/or charterer thereof.

WHARF

Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

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 wharfs or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

SUBJECT: WATERWAY REGULATIONS**ITEM 305⁽¹⁾****DISPOSAL OF OILY RESIDUE AND WASTE**

Issued: September 1, 2015

Effective: May 1, 2019

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL) and the United States Coast Guard's Implementing Regulations (33 CFR parts 151 158) require that reception facilities be available for those vessels which have indicated to Port Freeport in advance, the need to dispose of ship generated refuse.

Vessel owner, disponent owner or their agent will obtain, a company acceptable to the United States Coast Guard to provide these services and shall contact Port Freeport's operations department for an approved list of vendors.

It is the responsibility of the vessel to provide ships agent(s) a minimum of seventy-two (72) hours advance notice, the amount of refuse that will be discharged upon vessel arrival. \$.210 per barrel with \$400105.00 minimum fee per vessel shall apply.

ITEM 310**BALLAST, RUBBISH, TRASH**

Issued: December 18, 2003

Effective: November 1, 2017

It is strictly prohibited to throw or discharge ballast, rubbish, gray water, sludge, dunnage, ashes or anything into the waterways. Applicant will be in compliance at all times with applicable federal, state and local laws and regulations and international treaties and conventions related to safety and environmental protection of the marine environment, including, but not limited to, federal, state and local regulations regarding the discharge of ballast water. Any tools, materials, equipment, dropped over the side, are to be reported. Vessels requiring ballast disposal service shall make necessary arrangements with the Director of Operations.

Priority of berth space for such operations shall be solely at the discretion of the Director of Operations. Should any vessel, its owners or agents, stevedore, or other user of the facilities abandon any drums, boxes or other containers of cargo upon Port Freeport property and not remove same therefrom within 48 hours after notification by Port Freeport of the location of such items, same will be removed by Port Freeport, its employees or contractors, and the cost of such removal plus twenty percent shall be billed to the vessel, its owners or agents, stevedore or freight handler or other user of the facilities which shall be deemed by its failure to remove same to have agreed to the payment for same.

ITEM 315

SIGNS

Issued: December 30, 1993
Effective: November 1, 2017

Painting or erecting signs on Port Freeport structures is prohibited. Signs may be erected on Port Freeport structures or property only after submission to the Chief Executive Officer or their designee of design, materials, fastenings, and method of erection, and upon written permission from the Chief Executive Officer or their designee.

ITEM 320

SPEED LIMIT

Issued: December 30, 1993
Effective: May 1, 2019

In combination with the authority bestowed by the State of Texas; whereby the control and operation of all types of vessels using the harbors, turning basins, navigable channels and waterways within this district, and regulations promulgated by the Secretary of the Army, this tariff adopts these operational rules governing vessel speeds.

- (A) Every vessel shall at all times proceed at a safe speed so that it can avoid collision and be stopped within a distance appropriate to the prevailing circumstances and conditions.
- (B) Every vessel shall reduce its speed sufficiently to prevent any damage when approaching another vessel in motion or tied up, a wharf or other structure, or any other manner of structures or improvements likely to be damaged by collision, suction, or wave action.
- (C) Vessels may not exceed a safe maneuvering and steerage speed and will not create any unusual wake.
- (D) Vessels and their operators shall be liable for damage or injuries caused by excessive operating speeds or wakes.

ITEM 325

COLLISIONS

Issued: December 30, 1993
Effective: May 1, 2019

In the event of collision between any craft or vessel with another craft or vessel, or between a craft or vessel and any wharf, dock, pier, bridge system, a written report shall be submitted to the Chief Executive Officer, Port of Freeport," by the pilot and the master, owner, agent or operator of said dock facility," and such report shall be filed within 24 hours of the time of the collision.

Any vessel or craft, proceeding to sea after a collision or accident, shall mail, through its master, from its next port of call, a report on such occurrence. The pilots are to report details of grounding, collisions, accidents and incidents of interest to the Chief Executive Officer or their designee.

ITEM 330⁽¹⁾**BERTH APPLICATIONS AND ARRANGEMENTS (*)**

Issued: September 1, 2015
Effective: May 1, 2019

All vessels, or their agents, charterers or owners, desiring a berth at the wharves of Port Freeport shall make application for such berth on prescribed forms, such to show date of arrival, departure, and type and quantity of cargo to be handled and other information needed. All such applications to be filed with the Director of Operations, at least (72) hours prior to vessel arrival.

As a part of its application for berth, the vessel, its owners or agents, shall advise Port Freeport of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of Port Freeport, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners of the ship causing the damage. Port Freeport shall be able to detain the ship until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

The signed application and berth assignment form shall constitute a contract, subject to the rates, rules, and regulations, and provisions contained in this tariff between Port Freeport and the vessel, her agents, charterers, and owners.

Berth availability shall be at the sole discretion of the Director of Operations or their designee and is subject to change. Whenever other vessels are waiting to load or unload cargo and there is the need for the vessel already in berth to work overtime to minimize further delay, such vessels, their agents, charterers, and owners will work overtime at their own expense when requested to do so by the Director of Operations.

Any vessel, her agents, charterers, and owners refusing to work overtime at her agents, charterers and owners' expense shall at their expense vacate the berth on order of the Director of Operations. The berth shall then be assigned to the next waiting vessel in turn whose agents, charterers, and owners are agreeable and willing to work cargo on overtime. The vessel ordered to vacate a berth for refusing to work cargo on overtime, will be reassigned to the berth ahead of other waiting vessels when willing to work on overtime or when there is no further need for overtime work.

Any vessel having completed loading and unloading cargo shall on request of the Director of Operations vacate the berth immediately.

Any vessel, her agents, charterers, and owners failing to timely vacate its berth when so ordered, shall be subject to payment of additional dockage charges at the rate of ~~\$800.00~~\$840.00 per hour or fraction thereof.

Assessment of the additional dockage charge shall not affect the right of Port Freeport to remove such vessel at cost, risk, and expense of her agent, charterer, and owner.

Port Freeport at its sole discretion may deny the right to moor a vessel and may order a vessel to vacate its berth at Port Freeport docks when Port Freeport deems it necessary for reasons of safety, security and/or other operational considerations.

Issued October 1, 2020

Effective October 1, 2020

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SOVEREIGN IMMUNITY

To the extent Owner or Operator of vessel (“LINE”) has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, LINE hereby waives such immunity and agrees not to assert, by way of motion, defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity or any claim that LINE, its vessel or cargo is not personally subject to the jurisdiction of the applicable Courts by reason of sovereign immunity or otherwise, or that LINE, vessel or cargo is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, or that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper, or that this Tariff may not be enforced in or by such courts.

SUBJECT: REGULATIONS ON USE OF FACILITIES**ITEM 335(I)****BUNKERS AND BUNKERING**

Issued: September 1, 2015
 Effective: May 1, 2019

(A) When bunkers are pumped from barge or tank truck to vessel, a charge of ~~\$0.190-18~~ per barrel will be assessed. Dockage will not be charged on the bunker barge. A minimum charge of ~~\$30.00~~31.50 will be assessed on tank trucks.

(B) This charge shall not apply to liquefied natural gas facilities that will be supplied with or that will supply liquefied natural gas as bunker fuel by United States flag vessels.

(C) To comply with U.S. Coast Guard Regulations, advance notification of vessel to vessel transfers (for vessels with a capacity of 250 barrels or more) including transfers between vessels at a dock or pier, are to be reported by the lightering or bunkering vessel, and such vessel must submit a four (4) hour advance notification to the Coast Guard, Marine Safety Office by telephone at (979), via facsimile at (979) 766-3689 or by radio over VHF-FM Channel 83.

ITEM 340(I)**CLEANLINESS OF PREMISES**

Issued: September 1, 2015
 Effective: May 1, 2019

(A) Steamship agents and operators and other users of the wharves, sheds and other property of Port Freeport shall be held responsible for cleaning of the property which they have been allowed to use or assigned or leased to them, including adjacent aprons and gutter, as directed by the Director of Operations.

(B) If such user does not properly clean the wharf or property he has been using, the Director of the Operations Department shall order the property cleaned and bill the user responsible:

- 1) An assessment of ~~\$137.55~~131.00 per each 1,000 cargo tons, or
- 2) Cleanup cost-plus twenty percent (20%) whichever is greater, or
- 3) ~~\$190.00~~200.00 minimum

ITEM 345

SAFETY

Issued: July 27, 2006

Effective: May 1, 2019

GENERAL SAFETY

(A) Users shall comply with all safety standards and accident prevention regulations promulgated by federal, state or local authorities having jurisdiction, including Port Freeport, and shall at all times conduct all operations in a manner to avoid the risk of bodily harm to any persons and the risk of damage to any property, equipment or material. Users shall continuously inspect all work, materials and equipment to discover and determine any conditions, which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions and shall continue to be responsible until all work is completed.

(B) Users are responsible for actions of omissions or commission by its representatives, personnel, agents, contractors and vendors and their respective employees and shall be liable and shall promptly remedy damage or loss to property as a result of such acts. Users shall be fully responsible for the safety and health protection of its representatives, employees, agents, contractors, vendors and their respective employees and visitors it brings on site.

(C) Users shall conduct a site safety orientation for new hires and a regular periodic training meeting for employees or personnel working on or using Port Freeport's facilities. Port Freeport has the right to monitor such meetings. Further, Users shall provide suitable training about, but not be limited to, safe work practices, safety policies and rules, personal protective equipment requirements and hazardous materials. Contractors and vendors shall provide specialized training to personnel engaged in risky and non-routine tasks.

(D) Users' employees, agents, contractors and visitors are required to wear appropriate personal protective equipment per safety rules and regulations.

(E) Users shall designate a "Safety Representative" on-site that is responsible for the administration of its safety program. The Safety Representative shall have the necessary ability, knowledge and training in safety practices to maintain a safe work environment. The name and contact information for the Safety Representative shall be provided to Port Freeport Security (979) 373-5900.

(F) Safety Representatives shall successfully complete the Port Safety Officer orientation program, which is provided by Port Freeport.

(G) The Safety Representatives shall attend all Tenant Safety meetings.

(H) Users shall upon request provide Port Freeport with a copy of its Safety Plan (i.e. safety policy and safety procedures). All such plans shall include an Emergency Action Plan as required by 29 CFR 1917.30. The Emergency Action Plan shall be in writing and shall describe designated actions the Port Users' employees must take to ensure safety during a fire or other emergency incident.

(I) All accidents or damage on Port Freeport's property are to be reported to Port Freeport Security (979) 373-5900 immediately upon occurrence. Port Freeport Safety is to be provided with a written accident investigation report about all a) accidents resulting in fatality, lost time, when personnel are hospitalized as a result of a single incident or b) any damage to Port Freeport equipment or property; or c) any damage greater than \$1,000.00 to non-Port Freeport equipment or property damage occurs within ten (10) days of the day of the accident. If the investigation goes beyond 10-days, the User shall submit a written update to Port Freeport each Friday by noon until the accident investigation is completed. Port Freeport reserves the right to conduct an independent investigation. If the incident occurred on Port Freeport property, Port Freeport Protective Services shall be granted access to the area, to the extent permitted by law.

(J) The Safety requirements set out herein are only minimum requirements and the User should take all precautions necessary to prevent bodily injury or property damage. In the event Port Freeport observes any unsafe practice, it may stop the User's work. Port Freeport does not assume Users responsibility for the safety and health of its personnel and the discovery and/or elimination of hazards, which could possibly cause accidents or damage. Users agree to indemnify and hold harmless Port Freeport from and against all losses, claims, demands and suits for damages including court costs and attorney fees resulting from or relating to that Users' compliance or failure to comply with this Item 345.

(K) Users are obligated to contractually bind its Contractors, representatives, vendors, suppliers, agents and their respective employees to the provisions set forth in this Item 345 as well as all applicable provisions set forth in this Subcontract.

(L) Port Freeports reserves the right to conduct safety inspections of Port Freeport tenants to assure the tenants are following the safety requirements within this Tariff.

(M) Port Freeport reserves the right to inform the United States Coast Guard or appropriate agency of any health or safety risk or other nonconformity regarding any vessel docked at Port Authority Facilities pursuant to Title 33 of the Code of Federal Regulations Part 96.

(N) All safety training, safety inspections, and safety meetings shall be documented and maintained per applicable laws and regulations.

(O) Any User of Port facilities or property may be required to appear before the Port Commission regarding any safety incident or safety record as a condition to maintain a Port Freeport issued license or permit or to continue use of Port Freeport facilities and property.

CORRECTIVE ACTIONS

Port Freeport may issue a Notice of Safety Violation for any violation to the safety requirements within this document. Additionally, Port Freeport may impose corrective actions, including but not limited to suspension of port entry rights, stop work, and/or revoke Port Freeport issued licenses/permits. In the event of revocation of license or permit, the User will be permitted an opportunity to present to the Port Commissioners why such license or permit should not be revoked.

If a Notice of Safety Violation is issued, a copy of the Notice of Safety Violation shall be given to the individual and their employer. Any Notice of Safety Violation may be appealed to the Director of Protective Services, within 30 days of the date it is given to the individual. In such appeal, the individual shall have the right to present any materials or statements pertinent to the matter at hand.

VEHICLE SAFETY

(A) All persons shall comply with all posted speed limits and traffic signs while operating any motorized vehicle on Port Freeport property.

(B) Any person operating a commercial vehicle on Port Freeport property, which has had prior or shall have a subsequent operation on public roads, shall have a valid commercial driver's license in effect at all times during the operation of such vehicle. Any person operating a motorized vehicle on Port Freeport property shall have a valid state driver's license in effect at all times during the operation of such vehicle.

(C) Handheld smart devices for any purpose other than navigational aids or use by emergency personnel operating in their official capacities is prohibited while operating a motorized vehicle on Port Freeport property.

ITEM 350**DAMAGE TO PROPERTY OF PORT FREEPORT**

Issued: December 1, 1994
Effective: May 1, 2019

Users of the facilities of Port Freeport shall be held responsible for all damage to the property of Port Freeport occasioned by them, and any such damage shall be responsible for such damage billed against the user responsible for such damage at cost plus twenty percent (20%). For limits of liability on Port Freeport, see Sub rule 81, Item 495.

Any damage to Port Freeport property shall be immediately reported to Port Freeport Security and/or Operations.

ITEM 355**DAMAGE OR LOSS AND LIABILITY (*)**

Issued: April 26, 2007
Effective: November 1, 2017

Except as may be caused by its own negligence, but without waiving any of Port Freeport's legal rights to immunity, Port Freeport shall neither be responsible for injury to, or loss of, any cargo being loaded or unloaded at its public wharves; nor any delays, injury to, or loss of, cargo on its wharves or in its sheds, by fire, leakage, or fire protection devices; acts of terrorism, storms or hurricanes; nor collapse of building, wharves, floors, or foundations; nor breakage of pipes; nor loss or injury caused by rats, mice, weevils, moths, animals, birds, insects; neither frost nor the elements; nor any delay, loss or damage arising from combination of strikes, tumult, insurrections, or acts of God, or force majeure.

Liability for loss or damage as a result of switching operations on the leased tracks of Port Freeport is set forth in contract between Port Freeport and Union Pacific Railroad.

Any loss or damage which may be caused by the acts of Port Freeport employees or equipment, shall be agreed upon in writing at the place and time of the loss or damage, and in no event will any claim whatsoever be accepted for such damage unless the claim is made within 30 days of the occurrence.

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Except as may be caused by the acts of Port Freeport's own negligence, but without waiving any of Port Freeport's legal right to immunity, users agree to indemnify and save harmless Port Freeport from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to, or resulting from their operations on the property of Port Freeport and the use of its facilities.

In the event suit should be brought by or against Port Freeport in a court of competent jurisdiction to collect any monies due, enforce any provision or remedy any default under this tariff by User or Users of the public facilities of Port Freeport, which suit results in a final judgment, then the prevailing party shall be entitled to recover of and from the non-prevailing party, in addition to the usual court costs, reasonable attorney's fees. For limits of liability on Port Freeport, see Sub rule 81, item 495.

ITEM 365

FIRE PREVENTION

Issued: December 30, 1993
Effective: November 1, 2017

(A) Smoking and open flames: It is unlawful to smoke, weld or have open flames in the sheds or within 50' of the piers.

(B) Vehicle Parking: Automobiles, trucks, trailers or other motor vehicles shall not park on the waterfront facilities, or in sheds except while waiting to load or discharge cargo, ship supplies, or passengers when attended by a driver, or when handled or stored as cargo, or when parked in a designated area.

(C) Refueling on docks or piers: It is unlawful to refuel vehicles, automobiles or other vehicular cargo within 50' of sheds or pier. Exception: Mobile cranes working cargo are allowed to be refueled alongside the wharves by a fuel vehicle in compliance with 2017 NFPA 385 and 2015 International Fire Code 5706.6. Additionally, the fuel vehicle must be in compliance with all Department of Transportation and City of Freeport standards.

ITEM 370

FUMIGATION REQUIREMENTS

Issued: December 30, 1993
Effective: November 1, 2017

All commodities bagged or packaged that are subject to insect/pest infestation, which remain in transit sheds for a period of 45 days, or show signs of infestation before 45 days, must be fumigated immediately and each 45-day period thereafter as long as the cargo remains in the transit sheds.

Fumigation expense will be for the account of the cargo owner, shipper, consignee, or whoever has care custody, and control of the cargo. If fumigation is not performed as required, Port Freeport reserves the right to fumigate such commodities and bill the cargo owner, shipper consignee or whoever has care custody and control of the cargo.

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ITEM 375**HANDLING of HAZARDOUS COMMODITIES**

Issued: December 30, 1993
 Effective: November 1, 2017

Shipments of articles classified as explosive or dangerous in applicable regulations of the Department of Transportation will be permitted only upon full compliance with such regulations by shippers, their agents, and the agencies of transportation. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

For the protection and safety of Port Freeport, users of its facilities, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by Port Freeport to ~~insure~~^{ensure} safe handling, stowing, loading, discharging, or transportation of explosives or dangerous articles within the confines of Port Freeport facilities or waterfront. Notification is required prior to the tender of explosives or dangerous articles.

The master, agent, or person in charge of any domestic or foreign vessel which is inbound into the jurisdiction of Port Freeport, which has on board any hazardous commodities so classified in applicable regulations of the Department of Transportation, shall submit a listing of the weight of such commodity, its label and the location at which it is stowed within the vessel to a representative of Port Freeport upon arrival at the wharf.

Port Freeport may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles, which are considered by the Chief Executive Officer as offering undue risk or exposure to such risk.

ITEM 380**INSURANCE (*)**

Issued: April 15, 2004
 Effective: November 1, 2017

(A) All vehicles entering Port premises may be required to show proof of automobile liability insurance as required by the State of Texas. Vehicles not in possession of proof of insurance will not be permitted to enter Port premises until proof of insurance coverage is produced.

State of Texas minimum auto insurance requirement:

- \$30,000 in bodily injury coverage per person
- \$60,000 in bodily injury coverage total per incident
- \$25,000 in property damage coverage per incident

(B) Steamship agencies and subcontractors working for them, stevedoring companies and subcontractors working for them, doing business on or in connection with the facilities of Port Freeport shall keep in full force and effect, the following coverage. The coverage designated by an asterisk (*) must name Port Freeport as an additional Insured and must contain a subrogation waiver in favor of Port Freeport.

*1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of

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general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000.

*2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000.

3. Workers' Compensation Coverage (with U.S. Longshoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits.

*4. Employer's liability insurance with limits of no less than \$1,000,000.

*5. Umbrella or Excess Liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (B)1, (B)2 and (B)4 above.

The Policy or Policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport. Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

(C) All others (contractors, subcontractors, suppliers and services, etc.) working for Port Freeport shall have and keep in effect the insurance coverage designated by an asterisk (*) must name Port Freeport as an additional Insured, and with a subrogation waiver in favor of Port Freeport.

*1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000.

*2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000.

3. Workers' Compensation Coverage (with U.S. Longshoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits. Employer's liability insurance with limits of no less than \$1,000,000.

The Policy or Policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport. Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

(D) Certificates of insurance evidencing that all of the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

ITEM 385⁽¹⁾

PORT SECURITY MEASURES

Issued: September 1, 2015
Effective: October 1, 2020

(A) Port Freeport may, from time to time, implement and enforce such security measures, procedures, policies and regulations, and furnish and maintain such services and devices for the protection of persons and property on or about the channels, waterways, docks, slips and other facilities and improvements owned, operated or controlled by the Port as the Port deems reasonably necessary, including specifically, and without limitation, those required by 33 CFR section 105, as amended, and other applicable federal, state and local laws and regulations regarding maritime security (“Port Security Measures”). The Port may institute tariffs to cover the cost of Port Security Measures to be paid by the Users who shall be liable for such charges as set out in the tariff.

(B) Users and its agents, employees, contractors and invitees shall comply with any and all Port Security Measures in effect or as levied from time to time by the Port. Should any of these parties cause the Port to be levied a fine due to act or omission, physically or verbally, of agents, employees, contractors or invitees, User shall be responsible for such fine plus a ten percent (10%) administration fee.

(C) Any and all Port Security Measures are for the protection of the channels, waterways, Port properties and the terminal in general.

(1) In the event that User requires additional unarmed security on Port Freeport property, User shall utilize a state licensed security firm of their choice or the Port can provide these services at the tariff rate.

(2) In the event that User requires additional armed security on Port Freeport property restricted area, User shall coordinate additional security through Port Freeport’s Protective Services **with a minimum of 4 hours notice**. Non-Port Freeport armed security services may be used with the approval of the Port.

(3) Additional security measures may also include patrol, which consist of land-based or water- based patrols in a specific area or around a specific vessel. Non-Port Freeport security patrol services may be used with the approval of the Port outside the restricted area and Port Freeport harbor security zones. Additional security measures may also include canine detection capabilities for narcotics, explosives, and firearm on Port Freeport owned or leased property.

(4) User shall be responsible for arranging additional security at User’s sole cost and expense.

(5) Under no circumstances shall the Port be responsible for or liable to User or any other person, for losses due to destruction, theft or burglary or vandalism of its cargo or property.

(6) Additional security function(s) provided by the Port will be charged at the rate of:

- Unarmed Security if requested will be at cost + 20%.
- **Armed Security**, if requested will be at cost plus twenty percent (20%).
- **Security Investigation requests- \$50/hour 4 hour minimum. If video footage is required approved media shall be provided by requestor.**
- Waterside Patrol (dedicated to specific task, area, or vessel): \$257.50 per hour (4 hour minimum).

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- Special Services - Port Freeport is prepared to offer armed patrol, waterside armed patrol and/or armed anchorage escort services on a ~~ease-by-ease~~case-by-case basis, the cost to be determined based on circumstances and no less than cost plus twenty percent (20%).

(D) Port Freeport right to deny or revoke access: Port Freeport reserves the right to deny or revoke access to Port Freeport property for any security or safety reason as determined solely and conclusively by Port Freeport.

(E) Individuals accessing the Port more than four (4) times per month for two (2) consecutive months shall obtain a Port Freeport identification card, which can be obtained at Port Freeport's Emergency Operation Center. Individuals must have a purpose of business within the Port prior to obtaining a Port Freeport identification card. Port Freeport identification cards are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. The Port reserves the right to suspend or revoke a Port Freeport identification card at any time.

(F) All security related incidents on Port Freeport property shall be reported to Port Freeport Security immediately under the conditions and timelines set forth in Tariff Item 345.

TWIC ESCORT REQUIREMENTS FOR INDIVIDUALS

Possessing a TWIC does not grant automatic access to Port Freeport's restricted area facilities. There must be a reason to be on property, and approval for access is required. U.S. Coast Guard regulations allow for certain non-TWIC holders to be escorted in restricted and secure areas as long as they have a reason to be on the property and are approved for access.

At Port Freeport, a Port Freeport Escort Credential is required in order to perform escort duties. An escort card may be issued according to current port procedures, which includes both the sponsoring company and Port Freeport approval along with the successful completion of the Port Freeport TWIC Escort training program. There is no charge for the training program if attended on a regularly scheduled day, but there is a fee for the Port Freeport Escort Credential. Reference Port Freeport Tariff Item 390 for fee amounts.

TWIC escorting privileges are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. Additionally, Port Freeport reserves the right to deny granting escorting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted to an individual, for any such reason as Port Freeport deems necessary including, but not limited to the following:

- Submittal by an employer or nominated applicant of false or misleading information.
- Failure to adhere to the policies, rules and regulations of Port Freeport or other applicable federal, state or local laws and regulations including but not limited to:
 - Any attempt to gain entry to Port Freeport's facilities or restricted areas within its facilities through fraud or deception;
 - Any attempt to bypass established entry points;
 - Use or attempted use of a credential issued to anyone other than the approved TWIC escort or loaning of an approved TWIC escort credential to another person;
 - Use or attempted use of a fraudulent credential;

SECTION FOUR PORT FREEPORT TARIFF NO. 005

- Failure to perform escorting duties in the manner prescribed by Port Freeport policy.
- Submittal by an approved TWIC escort of false or misleading information or refusing to cooperate in a security-related investigation.
- Conviction of an approved TWIC escort of any offense for which he/she would have initially been denied approval in accordance with the policies of Port Freeport.
- Failure to present a TWIC upon request or loss of TWIC privileges at any regulated port authority.
- An employer no longer meets the criteria under which its eligibility was initially established, or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.
- The loss of the original sponsor.
- Violation of Port Freeport safety and security policies.

SPONSORSHIP FOR A TWIC ESCORT COMPANY

TWIC escorts companies shall have a sponsor to operate within Port Freeport. Additionally, TWIC escorts companies shall complete an application for their TWIC Escort License. The TWIC Escort sponsor and license application forms may be obtained from the Port Freeport Emergency Operation Center.

There is no fee for sponsoring a contract TWIC escort company.

TWIC escorts companies shall pay an annual license and application fee to provide TWIC escorting services on Port Freeport property. Reference Tariff Item 390 for fee amounts. Port Freeport reserves the right to deny granting TWIC Escort License and privileges or to suspend, revoke or deny renewal of such escorting licenses and privileges previously granted to a company, for any such reason as Port Freeport deems necessary including, but not limited to the actions listed within the previous section of the Tariff.

New TWIC Escort License applications and renewals shall be presented to Port Freeport's Board of Commissioners for approval. If the license application does not get approved, 50% of the license and application fee will be refunded.

A TWIC escort company may be sponsored by multiple firms. There shall be a separate sponsor form for each sponsor, but only one application is necessary.

All individuals who provide TWIC escort services and are employed by a TWIC escort company shall complete an Individual TWIC Escort sponsor forms, which may be obtained at the Port Freeport Emergency Operation Center. These individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency Operation Center. There is no fee for the regularly scheduled course. If needed, a TWIC escort company may request a class on a non-regularly scheduled day. Reference Tariff Item 390 for fee amounts.

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The following Employers are eligible to sponsor a contract firm to provide TWIC Approved Escort services:

- (1) Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.
- (2) Port Freeport.
- (3) Steamship Agents with vessels routinely calling on Port Freeport.

TWIC escorts companies shall not stage company equipment or escort vehicles on Port Freeport property unless:

- (1) The equipment and/or vehicles are staged on Port Freeport property leased/rented by the contract TWIC escort company. The rates for this property shall be at the going Tariff rate or an agreed upon contract rate.
- (2) The equipment and/or vehicles are staged on Port Freeport property leased/rented by the contract TWIC escort company's sponsor.

SPONSORSHIP FOR AN INDIVIDUAL TWIC ESCORT

All individuals not associated with a TWIC escort company that are applying for a Port Freeport Escort Credential shall have a sponsor. The Individual TWIC Escort sponsor forms may be obtained from the Port Freeport Emergency Operation Center. The User Company assumes the liability of penalties levied against Port Freeport as they relate to the failure of the respective escort to comply with escorting responsibilities mandated by applicable sections of the TWIC regulation. The following Employers are eligible to sponsor their employees for TWIC Approved Escort privileges:

- Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.
- Steamship Agents with vessels routinely calling on Port Freeport.
- Companies who provide transportation for vessel crews, agents, or tenants.
- TWIC escort contractor companies contracted by Port Freeport or its tenants and clients to perform TWIC escort functions within the restricted areas.
- Employees of Port Freeport and its elected officials.
- Port Freeport Protective Services.
- Contractors or other invitees of Port Freeport, its tenants, or vessels who provide necessary, on-going services to facilities or vessels.

Individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency Operation Center. There is no fee for the regularly scheduled course. If needed, a sponsoring company may request a class on a non-regularly scheduled day. Reference Tariff Item 390 for fee amounts.

Individuals who are granted a Port Freeport Escort Credential shall:

SECTION FOUR PORT FREEPORT TARIFF NO. 005

- Possess and maintain a valid TWIC.
- Be sponsored by their employer as a TWIC escort within the Restricted Access areas.
- Be a direct employee of the sponsoring employer and may not be sponsored by more than one employer.
- Complete the training requirements listed in 33 CFR 105.215, as provided by the Port Freeport's Protective Services Department.
- Must possess a working cellular telephone while engaged in Approved Escort duties.
- Possess a valid Port Freeport identification. This identification shall be on the person at all times when on Port Freeport property.
- Possess a valid Port Freeport TWIC Escort credential. This credential shall be on the person at all times when on Port Freeport property.

TWIC ESCORT PROCESS

Users may choose any licensed TWIC escort service. Prior to entering a restricted or secure area, approved escorts shall check-in with security at the facility's access control point (i.e. gate or checkpoint). Security shall confirm that the approved escort possesses a current and valid Port Freeport identification card, Port Freeport TWIC Escort credentials, and TWIC identification card. The approved escort and the non-TWIC holders being escorted shall sign-out at the Facility Security Station upon their departure.

At the discretion of Port Freeport, Protective Services may review the credentials and identification cards listed above at any time within a restricted or secured area. Additionally, both the approved escort and the non-TWIC holders being escorted may have their vehicle screened at any time within a restricted or secured area.

Approved escorts may escort a maximum of:

- Five (5) stationary non-TWIC holders
- Two (2) non-TWIC holders in motion

For stationary non-TWIC holders, the approved escort shall stay within physical proximity of the non-TWIC holders that they are escorting. The non-TWIC holder shall stay within visual sight of the approved escort at all times.

Approved Escorts must possess a working cellular telephone while engaged in escorting duties in Restricted Areas and must immediately report loss of side-by-side contact with escorted individuals, or any suspicious activity engaged in by such escorted individuals, to the Port Freeport Gate 8 operations (979) 233-3565.

The approved escort shall not be relieved of custody or responsibility for escorted persons until the approved escort, and each of the non-TWIC holders being escorted by the Approved Escort have checked-out at the facility's access control point or been transferred to another approved escort. If transferred to another approved escort, there shall be physical evidence of this confirmation (ex. log, record, etc.).

ITEM 390(I)**PORT SECURITY FEES**

Issued: September 1, 2015
 Effective: October 1, 2020

In order to fulfill our responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33 CFR 105, Port Freeport will assess a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Vessels (including, without limitation, barges):

Nine percent (~~9.279.73~~) % of total dockage assessed per port call

Cargo:

Break-bulk ~~\$0.240.22~~ per ton
 Bulk Cargo (dry or liquid) ~~0.087~~ per ton
 Containers ~~\$4.42.33~~ per loaded container
 Vehicles ~~\$1.33.40~~ per unit
 Loaded railcars ~~\$25~~ per car

OTHER SECURITY RELATED FEES

Port Freeport will assess security related security fee as set forth herein. Fees listed below may be paid at Port Freeport's Emergency Operation Center. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Port Freeport Identification Card:

Initial Port Identification Card: \$27.00

Replacement Port Identification Card: \$54.00 Renewal Port Identification Card: \$16.00

Port Freeport TWIC Escort Credential:

Initial Port Credential: \$27.00

Replacement Port Credential: \$54.00 Renewal Port Credential: \$16.00

Parking Pass:

Dock Side Parking Pass: \$106.00/year; or \$6.00/day

TWIC Escorts:

TWIC Escort Company License: \$320.00/year initial; \$110.00/year renewal
 TWIC Escort Training on Non-Regularly Scheduled Day: \$54.00/student (includes cost of escort credential)

TRAFFIC VIOLATIONS

A written warning may be issued at the discretion of the security officer for any traffic violation (ex. speeding; failure to stop; striking a fixed object). For traffic offenses that have an increased safety risk, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a short period of time, but for more serious offenses, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a longer period of time.

For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year or longer.

Issued October 1, 2020

Effective October 1, 2020

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Licensed law enforcement officials may issue citation(s) and may detain and/or arrest traffic offenders to the limit allowed by local, state, or federal law.

PARKING VIOLATIONS

A written warning may be issued at the discretion of the security officer for any parking violation. For offenses with an increased risk to safety and/or security (ex. blocking traffic; illegal parking on the dock), vehicles may be towed at the owner's expense.

For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year.

Licensed law enforcement officials may issue citation(s) and may detain and/or arrest parking offenders to the limit allowed by local, state, or federal law.

ITEM 395⁽¹⁾

PAYMENT OF BILLS (*)

Issued: September 1, 2015
Effective: October 1, 2020

(A) A lien in favor of Port Freeport shall arise on all cargo and personal property moved on to Port premises to secure the payment of all fees, interest, penalties and other charges payable under this tariff. If there are carrier liens on cargo for unpaid charges for storage or other terminal charges established pursuant to 49 U.S.C. 80109, whether established by contract or by law, said carrier liens shall inure to the benefit of Port Freeport on cargo or personal property moved on to Port premises, and the carrier shall be deemed to have assigned such liens to Port Freeport to secure the payment of all sums payable under this tariff.

(B) All charges incurred under provisions of this tariff are due upon presentation and shall be payable within thirty (30) days from the date of the bill or invoice.

Late Charges: Interest at a rate of one and one-half percent (1.50%) per month or the maximum legal percentage allowed by the state of Texas, will be assessed on the balance due on invoices more than thirty (30) days old, calculated on a daily basis, for each day over 30 days, and the amount of such penalty shall be added to the amount due each month until the amount of arrearage is paid. In addition, any party owing the invoice, or any part thereof shall pay and be responsible for paying, jointly and severally, all of Port Freeport's costs and expenses in collecting the invoice including reasonable attorney's fees.

(C) Presentation of bills to owners and agents of vessel 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 gives a lien.

(D) Port Freeport does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting storage and similar bills which may be passed on to shipper and consignees by the vessel, its owners and agents, such bills are due when presented and must be paid regardless of when the vessel, its owners and agents are reimbursed.

(E) Invoices must be paid when presented, and errors if any, will be rectified by Port Freeport.

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(F) Port Freeport 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 Port Freeport, whose credit has not been properly established with Port Freeport or who are habitually on the delinquent list. Use of facilities may be denied until such payments or deposits are made.

(G) Port Freeport reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied, as specified by the payer.

ITEM 405(i)**STEVEDORE CONTRACTOR LICENSE**

Issued: September 1, 2015
Effective: October 1, 2020

Any person or entity must hold a valid Stevedore License approved by the Port Freeport Commission to operate as a stevedore at facilities owned or operated by Port Freeport.

(A) Stevedore contractors whether currently performing or desiring to perform stevedore services at Port Freeport facilities, are required to file an application for a Stevedore Contractor's license. All stevedoring companies are subject to the following conditions:

(1) The stevedore company must file a new application with the ~~\$2,700.00~~**2835.00** fee along with certificates of insurance for workmen's compensation, and employers' liability, general automobile liability, comprehensive, and personal injury insurance, and U.S. Longshoremen and Harbor Workers Act. The application will be subject to approval by the Board of Commissioners. Port Freeport reserves the right to establish minimum coverage limits.

Issuance, Duration and Expiration of Licenses

(2) Issuance of a license shall be evidenced by the dated signature of Port Freeport's Chief Executive Officer or their designee on the original or renewal application form after the Board of Commissioners has approved or renewed the license.

Stevedore Licenses shall be issued only to be effective during a given calendar year.

Every Stevedore License shall automatically expire on December 31 of the calendar year in which the license was in effect and thereafter is invalid and without effect, unless the Board of Commissioners approves a renewal of the license for the following calendar year.

Without the Board of Commissioners approval, no action or inaction of Port Freeport staff shall operate to revive an expired or terminated Stevedore License.

Stevedore Licenses that have not been renewed on or prior to December 31 are expired and holders of such licenses must file an application for a new license.

The expiration or termination of a Stevedore License shall be without prejudice to the option of the license holder to file an application for a new Stevedore License.

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(3) Requirements for License Approval

No Stevedore License shall be approved unless the proposed license holder is shown to be a financially and legally responsible operator, who is ready and able competently to perform stevedoring services, taking into account the management, ownership and control of the license holder. Financially responsible operators are those who regularly comply with their contractual undertakings and legal obligations, are not in default and have no material history of default in their obligations, and who at all times maintain in force and effect the insurance required of holders of a Stevedore License.

Legally responsible operators are those who regularly comply with and who have no history of violation of material federal and state statutes, including those statutes having particular applicability to those in the stevedoring business, as well as the Tariffs of Port Freeport.

Competent operators are those whose past practices demonstrate their commitment to safe and efficient performance of stevedoring services for others and who possess the skill, experience, equipment and personnel necessary to do so.

The proposed license holder must provide the OSHA Log 300 and the Total Recordable Incident Rate (TRIR) which reflects a company's safety record. The proposed license holder must also provide a copy of the company's safety plan or policy, the number of lost time injury events in the past year for both Port Freeport site and corporate and the company's drug and alcohol policy must include random testing.

(4) Annual Renewal of Licenses

No Stevedore License shall be renewed except upon the filing with Port Freeport of a fully completed renewal application, including proof of required insurance, payment of the required renewal license fee of \$1,100.00 and the approval of the renewal by the Board of Commissioners.

(5) Consideration of Original and Renewal Applications

Port Freeport shall review each original or renewal application, may require the applicant to submit additional information, and may consider additional information obtained through an investigation or submitted by the public that bears on an applicant's responsibility or competence.

Port Freeport's staff shall make a written recommendation to the Board of Commissioners on each original and renewal application received.

All original and renewal applications shall be acted upon by the Board of Commissioners at the publicly posted meetings. Notice of such action shall be posted in accordance with the Texas Open Meetings Act.

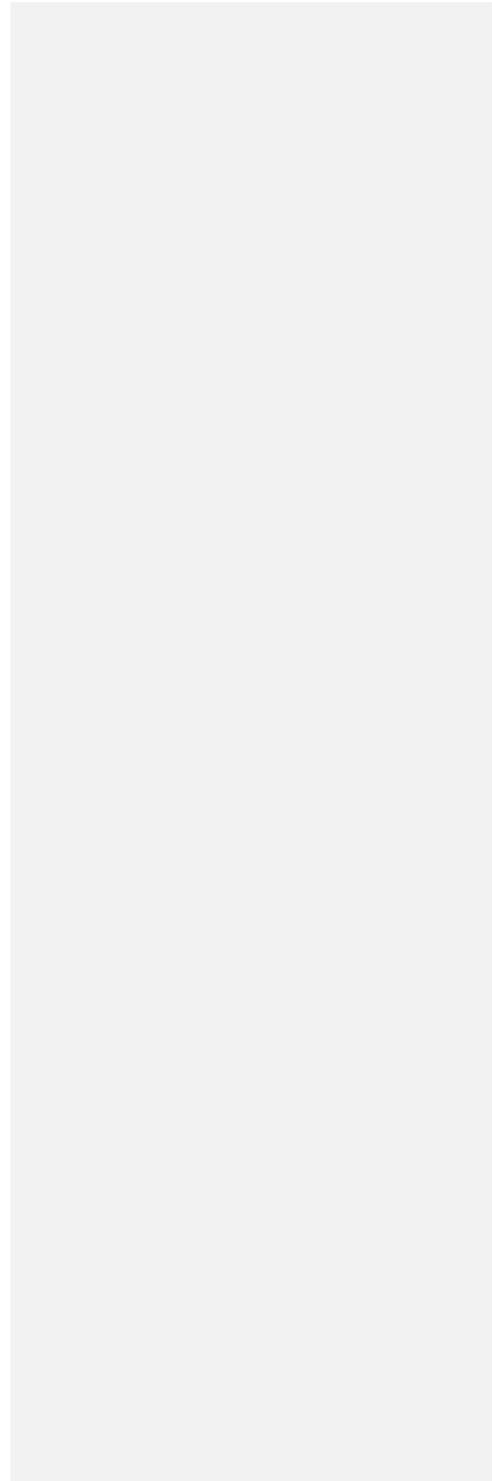
Original or renewal applicants who are the subject of a negative recommendation, and License holders that are the subject of a recommendation of revocation or suspension, shall be given notice of the substance and grounds for the recommendation and may address the Board of Commissioners in public session.

All original and renewal applications for a Stevedore License filed with Port Freeport, written materials obtained or received by Port Freeport in connection with its consideration of an application, and the written recommendations of Port Freeport staff to the Board of Commissioners, shall be considered public records, with the exception of an applicant's customer or other proprietary information that is exempted from disclosure by the Texas Public Information Act.

(6) Revocation, Suspension and Termination of License

Denial or Revocation of License. The Board of Commissioners may deny, revoke, or decline to approve or renew a Stevedore License if the license holder does not meet all of the requirements for license

approval,



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or has made material misrepresentation on an original or renewal application; or has been convicted of a material criminal offense. A material criminal offense is one that directly relates to the competence, duties, and responsibilities of the Stevedoring License holder.

Suspension and Termination of License. Any license holder may have its license suspended or terminated as follows:

i. Safety Incidents. Port Freeport holds safety as a critical obligation, which is incumbent on all users of the Port facilities, including licensed stevedores. Maintaining a safe work environment is mandatory to maintaining a Stevedore License at Port Freeport. As a condition to obtaining and maintaining a Stevedore License, the stevedore must enforce its own safety policy and comply with all Port safety policies, currently existing or hereafter implemented, as to the stevedore's employees, agents, contractors, and invitees.

A license holder shall immediately, but in no event not less than 24 hours after the incident, report to the Port any violation of a stevedore's safety policy or the Port's safety policy. Said report will be in writing and delivered to both the Port Director of Operations and Director of Protective Services. The license holder will cooperate in the furnishing of any and all information requested by the Port.

The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore license as a result of any safety incident at Port Freeport, including whether or not said safety incident results in bodily injury or injury to personal property. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee may recommend to the Board discretion to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

ii. Failure to Comply with Tariff. The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore License for the license holder's failure to comply with the terms of the Tariff, as it exists or hereafter amended. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee has sole discretion to recommend to the Board to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

(7) Automatic Termination of License

For Attempted Transfer of License. A Stevedore License shall not be sold, transferred, assigned or otherwise used by anyone other than the license holder named in the license application. A license holder's Stevedore License shall automatically terminate on the date and time of any attempted sale, transfer, assignment or use of the license by another person or entity.

For Change in Control. Stevedore Licenses are issued upon the assumption that the management and control of the license holder is as stated in the application. In the event of the change of control of a Stevedore License holder, or of that part of a license holder's stevedoring business conducted at Port Freeport's facilities, the license holder's Stevedoring License shall automatically terminate on the date and time of the change.

Change control means, as pertinent to the license holder, the sale of a controlling interest of the stock of a privately held corporation holding the license, or the merger of a privately or publicly held corporate license holder with another corporate entity, or the sale of a controlling interest in a business.

(8) Stevedore Insurance

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Every holder of a Stevedore License shall maintain the following insurance continuously in force and effect:

1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
3. Employer's liability insurance with limits of no less than \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
4. Stevedore's Legal Liability insurance with limits of no less than \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
5. U.S. Longshoremen & Harbor Workers and Texas Workers Compensation at statutory limits and must contain a subrogation waiver in favor of Port Freeport.
6. Umbrella or Excess Liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (8)1, (8)2, (8)3, and (8)4 above, and must name Port Freeport as an additional Insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

All of the listed coverages shall contain a provision to the affect that the insurer shall not cancel or materially amend the policy without first giving Port Freeport thirty days' prior written notice of intent to cancel or amend.

Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents.

Certificates of insurance evidencing that all of the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

(B) Stevedore company employees are subject to all rules and regulations of Port Freeport and those local, state, and federal regulations pertaining to workers and safety. Stevedore companies are responsible for their employee's safety and conduct while working at Port Freeport. Port Freeport must be informed by the stevedore company when any employee is dismissed from work. Dismissed employees must leave Port Freeport premises immediately and remain the responsibility of the stevedore company until they leave.

C) Port Service Charge

A use fee of \$0.40 per short ton of manifested cargo handled will be billed to stevedores. Port Freeport provides clean rest rooms, janitorial supplies, ice, use of roadways, dock aprons, labor parking, maintenance of rail and common areas, dock lighting, plumbing and sewage.

(D) Stevedoring Companies operating at Port Freeport are responsible and liable for all damages to the facilities, equipment and cargos in the sheds. Damages must be reported in writing after each accident.

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(E) Stevedore companies are responsible for keeping work areas safe and litter free. Machines used by stevedores must be in a safe condition and free from oil or fuel leaks. Stevedore equipment, supplies, and dunnage are not permitted to remain in sheds upon completion of each vessel without permission.

(F) Stevedore companies operating at Port Freeport facilities are required to have a drug and alcohol policy in force when a stevedore license is issued. This policy must include random testing and be available for inspection by Port Freeport when requested.

ITEM 410⁽¹⁾ PERMITS

Issued: September 1, 2015
Effective: May 1, 2019

(A) WELDING/HOT WORK

Welding, oxyacetylene, electric or other “hot work” at Port Freeport facilities is permitted subject to the conditions set out by the U.S. Coast Guard Captain of the Port and the conditions set out in the Welding and Hot Work Permit issued by Port Freeport. A copy of the permit issued by Port Freeport must be in the possession of the person on the job in charge of the operation and that person must cause all others to fully comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations. Hot work will not be permitted when conditions are deemed to be hazardous to Port Freeport facilities. Suitable fire extinguishing equipment shall be available in the hot work area ready for instant use.

Service Fee - \$~~97.00~~2.00

(B) OVER DIMENSIONAL / OVERWEIGHT CARGO

Handling, lifting, loading, unloading, or in any way moving “Over Dimensional/Overweight Cargo” to / from a Vessel/Barge at Port Freeport facilities shall be subject to a duly authorized Over Dimensional/Overweight Cargo Permit, and any conditions set forth therein. The Over Dimensional/Overweight Cargo Permit shall be approved by Port Freeport Director of Operations or his designee.

A copy of said permit issued by Port Freeport shall be in the possession of the person designated by the Stevedore as responsible for the operation. That designee shall cause all persons involved with the operation to fully comply with all applicable codes, industry standards and safety rules, including but not limited to those set forth in the Over Dimensional/Overweight Cargo Permit and this Tariff. Port Freeport retains the right to unilaterally deny an Over Dimensional/Overweight Permit and may require any terms reasonably necessary to ensure the safe movement of Over Dimensional/Overweight Cargo.

Permit Fee - \$~~70.00~~42.00

SUBJECT: VESSEL REGULATIONS

ITEM 415(I)

DOCKAGE ON VESSELS (*)

Issued: September 1, 2015
 Effective: October 1, 2020

Basis of Charges:

(A) Dockage shall be based on the length overall of the vessel as shown in the most current Lloyd's Register of Ships. Port Freeport reserves, without question, the right to admeasure any vessel when deemed necessary, and use such measurement as the basis of the charge.

Time Begins:

(B) Dockage on all vessels (except as shown herein) shall be charged from the time a vessel makes fast to a wharf or occupies the berth immediately alongside until it is freed from and vacates such berth or wharf. Each succeeding twenty-four-hour period after the actual time of docking shall be considered a full day.

Dockage Rate:

(C) Dockage on all vessels except as otherwise provided in this item shall be charged on the length overall of vessels in feet (meters) shown in Lloyd's Register of Ships and shall be on the following basis:

Length Overall of Vessel in Feet		Rate per Foot Per 24-hour day
<u>Over</u>	<u>Not Over</u>	
0	199	\$2,993.14
200	399	\$3,793.98
400	499	\$5,235.49
500	599	\$7,127.47
600	699	\$8,328.74
700	799	\$10,5011.02
800	899	\$12,8613.51
900	And Over	\$15,2415.97

(D) After the 24-hour period, any period of berth occupancy of twelve hours or less will be billed at one half of that day's dockage. Approval or disapproval will be given on an individual ship basis by the Director of Operations.

(E) Barges berthed at the barge dock No. 4 will be charged at a rate of ~~\$183.67192.85~~ per 24-hour period. No more than twobarges are permitted at the barge dock at one time.

~~(F) — CANCELLED~~

~~(G)(F)~~ Dockage on barges, intercoastal or river barges shall be charged at the length overall (LOA) rate of the vessel, with a minimum of ~~\$183.67192.85~~ per 24-hour period.

~~(H)(G) CANCELLED~~

~~(I) — Drilling rigs berthed at any Dock will be charged double the per foot rate.~~

SECTION FIVE PORT FREEPORT TARIFF NO. 005

~~(H)~~ Any vessel berthed in an unauthorized manner or unassigned berth, without submission and approval of a berth application or that has been shifted without the approval of the Director of Operations shall be subject to a payment of dockage in an amount equal to twice the published rate. Such vessel may be moved at the Director of Operations' request to a properly designated berth without notice at the owner's risk and expense.

~~(K)~~ DELETED

1. DELETED

~~(J)~~ (a) ~~DELETED Work boats that support deep berth operations and offshore boats which lift supplies or load fuel will be charged a rate of \$454.75 per day or fractional part thereof.~~

(b) Flat rates on supply boats for offshore operations will be billed ~~\$918.42964.34~~ per day regardless of how many trips in and out (this is a per vessel rate).

~~(K)~~ Dockage shall not be charged on the following:

1. Government vessels visiting the Port as part of celebrations at the discretion of the Chief Executive Officer.
2. Pleasure craft not carrying passengers for hire, docking to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by the Chief Executive Officer.

ITEM 420(I)
SHED HIRE

Issued: September 1, 2015
Effective: May 1, 2019

(A) This charge will not apply against vessels loading or discharging cargo direct from car, truck or barge to vessel. (Cont'd)

(B) Shed hire shall be charged against a vessel loading or discharging cargo based on the quantity of cargo loaded or discharged as follows:

(1) Up to 500 net tons	\$429.60451.08
(2) 501 to 1,000 net tons	\$601.66631.74
(3) 1,001 to 5,000 net tons	\$796.44836.26
(4) 5,001 net tons and over	\$1,158.951216.90

ITEM 425
PILOTAGE RATES

Issued: December 1, 1997
Effective: May 1, 2019

For pilot rates contact:
Brazos Pilots Association
2502 Deep Sea Drive, Freeport, Texas 77541
(979) 233-1120
www.BrazosPilots.com

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SUBJECT: SPACE RENTALS, FREE TIME, AND PENALTIES**ITEM 430****CONDITIONS GOVERNING MERCHANDISE**

Issued: December 30, 1993
Effective: October 1, 2020

Port Freeport does not engage in the warehousing of property on its wharves or premises. All property landed or received on the wharves or premises of Port Freeport is thereafter at the risk of the owner. The quoting of penalty rates does not imply that Port Freeport will permit property to remain on its wharves any particular time. Port Freeport reserves the right to remove any or all such property to any other part of the wharves or premises or remove and place in storage elsewhere at the risk and expense of the owner; and Port Freeport may retain possession of the property until all charges are paid in full and may sell the cargo for such unpaid charges in accordance with state law.

Steamships, their owners and agents, or others having property on the wharves or premises shall be required at all times to have a watchman protecting such property.

ITEM 435(C)(I)**FREE TIME**

Issued: September 1, 2015
Effective: November 1, 2017

OPEN OR WAREHOUSE STORAGE: No free time allowance unless otherwise agreed. Arrangements for the use of this facility must be made with the Chief Executive Officer or their designee in advance of cargo arrival at Port Freeport. SEE ITEM 586

SUBJECT: EQUIPMENT CHARGES**ITEM 440****DAMAGE BY EQUIPMENT**

Issued: December 30, 1993
 Effective: November 1, 2017

Equipment with lugs or steel treads must be kept off concrete wharf by suitable mats. The Director of Operations is to specify such protection. Failure to so provide shall make User liable for damages.

ITEM 445(I)(A)**EQUIPMENT CHARGES**

Issued: September 1, 2015
 Effective: October 1, 2020

The following equipment is available for rent with a two- hour minimum rental. Billing shall be assessed in half hour increments beginning at the time of pick-up and rounded to the nearest quarter hour, subject to the following:

- (1) Forklift Machine - 5,000 to 6,000 lb. capacity - ~~\$25,972.27~~/hour
- (2) Forklift Machine - 15,000 lb. capacity - ~~\$43,284.44~~/hour
- (3) Forklift Machine - Hyster 440/40,500 lb. capacity - ~~\$178,551.87~~/hour
- (4) Forklift Machine 8,000 lb. capacity - ~~\$31,383.95~~/hour
- (5) Container Handler/ Top Loader - ~~\$176,391.85~~ without operator
- (6) Yard Truck - ~~\$40,042.04~~/hour
- (7) Power Sweeper - ~~\$40,042.04~~/hour
- (8) Street Sweeper - ~~\$154,501.62~~/hour – to include operator
- (9) 80' Manlift - ~~\$97,851.02~~/hour
- (10) 135' Manlift - ~~\$164,801.73~~/hour
- (11) Scissor Lift - ~~\$51,505.08~~/hour
- ~~(12) Welding Machine - \$20/hour~~

(B) PALLETS: Port Freeport will furnish pallets in good order when requested by customers. Pallet use rate is ~~\$1,341.41~~ per 2,000 lbs. Before return, user will clean pallets of all foreign material and repair all damaged boards and runners with comparable dimension hardwood. If pallets are not cleaned or repaired, the cost of cleaning and repairing will be assessed the user plus 20%.

(C) CANCELLED~~(D) Multi Purpose Crane DELETED~~

- ~~(1) The Ports multi purpose mobile crane no. 1 will be made available at a charge to stevedores, agents and owners of any vessel which has been assigned to a berth for the loading and/or unloading of 20', 40', 43' or 45' containers, breakbulk or bulk cargo.~~
- ~~(2) The multi purpose crane rental charge for loading or unloading cargo:
 \$458.06 per hour during straight time
 \$509.00 per hour during overtime periods~~

~~**Exception:** For heavy lifts over length, height and not otherwise specified, crane rental charge for loading or unloading:~~

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~~SECTION SEVEN PORT FREEPORT TARIFF NO. 005~~

~~\$795.30 per hour during straight time periods
\$877.25 per hour during overtime periods~~

~~The Port will furnish a qualified crane operator trained and/or certified by the crane manufacturer and/or a certified crane instructor.~~

~~Billing shall be in half hour increments, subject to the following:~~

- ~~a. There shall be a minimum charge of two hours rental. In addition, a one-time charge of \$137.63 for mobilization/de-mobilization and securing of crane for each crane order.~~
- ~~b. Crane time shall be computed from the time the crane is ordered to be available (start up time), until crane is dismissed. Standby time shall be charged at the rate of \$188.06 per hour straight time \$243.74 per hour overtime.~~
- ~~c. Parties desiring to rent the crane shall make application no later than 12 hours prior to start up time.~~
- ~~d. Parties canceling crane use application within four hours of start up time shall be assessed one hour of crane rental.~~
- ~~3. a. The renting or use of Ports crane by the user shall be subject to the Port's rates, rules and regulations as listed in Port's Tariff, the renting or use of which shall constitute an agreement with the Port to pay such charges and be bound by such conditions.~~
- ~~b. The Ports crane is presumed to be in good operating condition when turned over to user, but Port does not warrant the mechanical conditions of the crane, and its sole responsibility shall be to furnish mechanics believed competent to make such repairs as are called to its attention. The Port reserves the right to stop operation at any time to make repairs that appear to be necessary.~~
- ~~c. The Port will not permit its crane in any way to lift, move or transport a container, which is loaded in excess of the containers rated capacity. Parties causing such unauthorized use shall be held liable for all losses, claims and demands, incidental to or resulting from such unauthorized use.~~

~~(E)(D) Gantry Crane~~

~~Operator furnished by User User will furnish crane operator, eElectricity and maintenance will be furnished by Port. Billing shall be assessed in halfhour increments, subject to the following:~~

- ~~1. A rate of \$800800.00 per crane per hour with a 4-hour minimum during straight time hours. This rate does not include a crane operator.~~
- ~~+2. A rate of 862.50 per crane per hour will apply during over time hours.~~
- ~~2.3. Ordering or cancelling of Gantry Cranes to be the same as ordering or cancelling of labor.~~
- ~~3.4. Gang detention expenses caused by gantry crane failure will be administered on the following basis:~~
- ~~a. After the first half-hour of gang detention, the Port will credit, upon application, the Vessel Operator's account at the rate of \$133140.00 per five-minute increment for each five-minute increment of each gang which is eligible for a credit for gang detention expenses. Any time in excess of a five-minute period which is not a full five minutes will not be credited. The time for each container gang which is entitled to credit for gang detention expenses shall be computed separately and shall not be cumulated. All applications for gang detention must be received within six months of Vessel completion. Applications received after six months will be denied. In the event any party other than the Vessel Operator may be entitled to credit or reimbursement for gang detention expenses, that party shall make application to the Vessel Operator, who shall be solely responsible for issuing such credit or reimbursing such expenses to the requesting party.~~
- ~~b. No credits will be given for (1) Gantry Crane failure brought about by abuse by the User of the Gantry Crane, (2) Yard Crane failure, yard congestion, or other operational terminal delays; (3) Service area power failures; or (4) Acts of God.~~
- ~~4. Applies to fully automated container vessel operations only.~~

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ITEM 450

REMOVAL OF OBJECTS FROM CHANNEL

Issued: December 30, 1993
Effective: November 1, 2017

Stages and/or save-all nets must be used to prevent cargo or equipment from falling into the channel. In the event contractors, stevedores, Channel, or others responsible do not set stages or save all nets properly, Port Freeport reserves the right to stop loading or unloading of vessel until stages are properly placed. Contractors, stevedores, or others shall be liable for the removal of any articles dropped in basin or channel and Port Freeport reserves the right to remove such articles, on a basis of cost, plus 20 percent, at the expense of contractor, stevedore, or others responsible for the vessel.

ITEM 455

RESPONSIBILITY OF USER ON EQUIPMENT RENTED FROM PORT FREEPORT

Issued: April 17, 2003
Effective: May 1, 2019

(A) All steamships, their owners, agents and stevedores, or others hereinafter called User, renting or using freight handling machinery or equipment on Port Freeport's property, shall be under and subject to the following conditions and charges. The renting or use of Port's property which shall constitute an agreement with Port Freeport to pay such charges and be bound by such conditions.

(B) Condition of, and Responsibility for Leased Equipment:

Port Freeport equipment is presumed to be in good operating condition when turned over to the User; but Port Freeport does not warrant the equipment's condition. Port Freeport's sole responsibility shall be to furnish a mechanic(s) believed to be competent to make repairs if User notifies Port Freeport of a breakdown. Port Freeport will not be responsible for delays caused by breakdown of equipment or other causes. Port Freeport reserves the right to stop operation of equipment at any time to make repairs that appear to be necessary.

(C) By receiving possession thereof, User of Port Freeport's equipment agrees that upon termination of the period of use it will be returned to Port Freeport in the same condition as when received, ordinary wear and tear accepted.

(D) Cranes and/or other equipment is under the User's orders and supervision and User accepts sole responsibility and liability for any damage or injury of whatever nature to property or persons caused by the operation of such cranes and/or equipment, including damages to Port Authority property. User agrees to hold harmless and fully indemnify Port Authority from any and all liability from personal injuries or property damage occasioned by the operations, use or possession of such cranes and/or other equipment. For limits of liability on Port Freeport, see Item 495.

ITEM 460^(I)

USE OF PRIVATELY-OWNED CRANES

Issued: September 1, 2015

Effective: November 1, 2017

Privately owned cranes may be used on the property of Port Freeport by permission of the Director of Operations.

SUBJECT: CHARGES FOR ELECTRIC CURRENT, LIGHTS, ICE AND WATER**ITEM 465****ELECTRIC CURRENT**

Issued: August 30, 1996
 Effective: May 1, 2019

Electric Current Supplied: Electric current normally would be supplied direct to users by the Reliant Energy, except in cases where this would be impractical. In such cases, Port Freeport will supply electric current, pursuant to request to and arrangements with Port Freeport's Director of Operations.

ITEM 470**ICE**

Issued: December 1, 1995
 Effective: November 1, 2017

Contact the Director of Operations for availability of ice.

ITEM 475⁽¹⁾**WATER**

Issued: September 1, 2015
 Effective: October 1, 2020

(A) A charge for water shall be made of ~~\$12.75~~16.25 per 1,000 gallons. Rate may be adjusted as necessary to cover Port Freeport costs.

(B) Minimum sale of water to be ~~\$72.50~~97.50 per service for ships.

(C) Service Charge:

For each connection - ~~\$53.50~~56.25

For each connection when on overtime -

~~\$98.00~~103.00 For hoses supplied - ~~\$79.00~~83.00

(D) A watchman will be required and provided at rate shown for special watchman when water is supplied on overtime.

SUBJECT: MISCELLANEOUS

**ITEM 480(I)
PATROL SERVICES**

Issued: September 1, 2015
Effective: October 1, 2020

(A) ~~Vessels calling Port Freeport will be assessed a charge of \$111.00 per day for Patrol services, shall be provided as follows:
\$105.80 per day and charge will be assessed against the vessel.~~

**ITEM 485
INFORMATION TECHNOLOGY FEES**

Issued: December 1, 1995
Effective: October 1, 2020

Port Freeport will assess cyber technology fees as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Radio Communications:

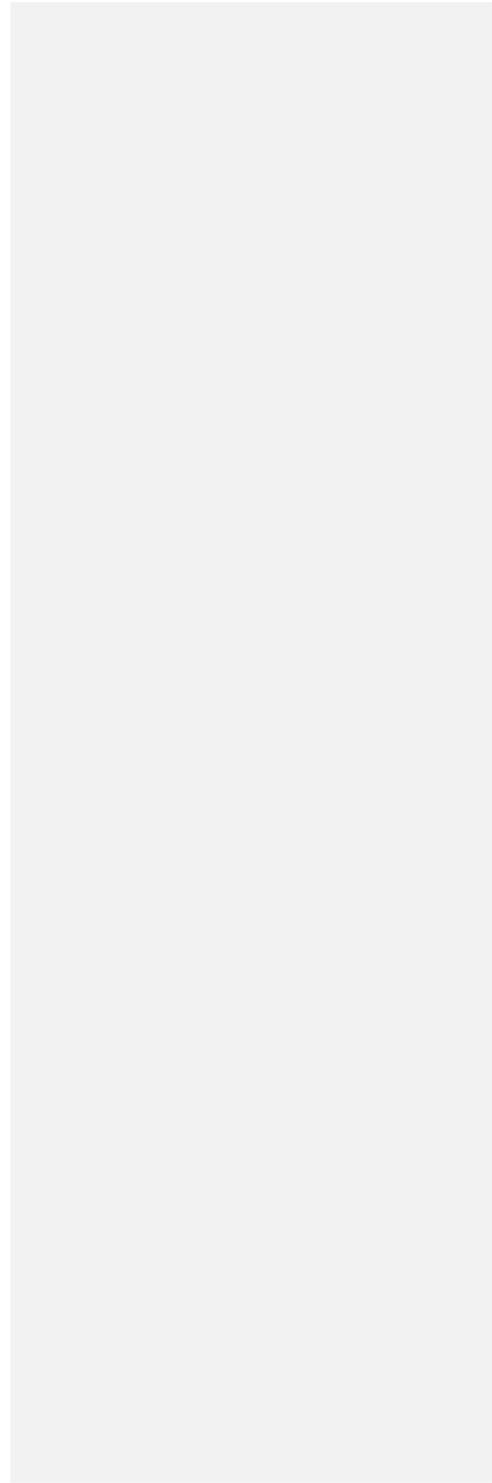
Dedicated Talk Group: \$210.00 annually
Radio Usage Fee: \$8.50 /radio/month

Additional Services:

EOC Datacenter IDF Wall Mounted Device - ~~\$52,5055.00~~
/month EOC Datacenter Rack Space - ~~\$405110.00~~/month per
1U (1.75")

Port Freeport Pair of fiber (From EOC Datacenter to Warehouse) -
~~\$405110.00~~/month Port Freeport will not provide any devices or cables.

Port Freeport will not provide internet services. Please contact your internet service provider.



SUBJECT: SPECIAL SERVICES**ITEM 495****LIMITS OF LIABILITY**

Issued: December 30, 1993
Effective: November 1, 2017

No provisions contained in this tariff shall limit or relieve Port Freeport from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless Port Freeport from liability for its own negligence.

ITEM 500**INCIDENTAL SERVICES**

Issued: September 1, 2015
Effective: October 1, 2020

(A) Any special services not covered in this tariff shall be provided at actual cost-plus twenty percent (20%). The base labor rate shall be \$61.00 per hour per person with one hour minimum.

(B) DELETED

ITEM 505**TRUCK SCALE**

Issued: September 1, 2015
Effective: May 1, 2019

Port Freeport maintains, for use of its clients, a 70', 200,000 lb. capacity platform truck scale. Port Freeport has Weigh masters licensed by the State of Texas. One copy of weight certificates will be supplied. Charges for use of the scale are:

Charge Per Truck - ~~\$124.00~~

(A) Due to Texas Statute effective September 1983 forcing additional responsibility and liability on loaders of trucks, effective immediately, when trucks are loaded by labor directly employed by Port Freeport it shall be mandatory those trucks weigh on Port premises before cargo release is given allowing trucks to depart Port facilities.

SUBJECT: LOADING/UNLOADING REGULATIONS**ITEM 515****APPLICATION OF TIME**

Issued: April 17, 2003
Effective: May 1, 2019

All times covered herein apply to guaranteed times. Straight time applies from 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., except on Saturdays, Sundays, and labor holidays. Local Union guarantee shall apply for all call outs.

Overtime applies from 1:00 a.m. to 6:00 a.m., 7:00 a.m. to 8:00 a.m., 5:00 p.m. to 6:00 p.m., and 7:00 p.m. to 12:00 midnight, and on Saturdays, Sundays, and labor holidays.

Double time applies from 6:00 a.m. - 7:00 a.m.; 12:00 noon - 1:00 p.m.; 6:00 p.m. - 7:00 p.m.; 12:00 midnight - 1:00 a.m.

Where fractional hour requires full hour charge, fractional hour straight time or overtime will be applied to fill out fractional hour overtime or double time on a continuous period of operation.

ITEM 520**APPLICATION OF RATES**

Issued: December 30, 1993
Effective: May 1, 2019

The rates named herein apply on the specific commodities and in the specific packaging shown.

ITEM 525**BAD ORDER OR OVERLOADED/IMPROPERLY LOADED RAIL CARS**

Issued: December 30, 1993
Effective: October 1, 2020

All cars placed by the railroad will be accepted as good-order cars and will be loaded or unloaded except that cars improperly loaded will not be handled at regular tariff rates. The person responsible for loading/unloading the car will be called and a special contract entered into covering the unloading of improperly loaded cars.

ITEM 535**LOADING AND UNLOADING TRUCKS**

Issued: December 30, 1993
Effective: November 1, 2017

Motor trucks delivering direct to transit shed or receiving cargo in transit shed shall be charged the loading and/or unloading rates in this tariff unless contractually agreed otherwise.

ITEM 540⁽¹⁾**MINIMUM INVOICE**

Issued: September 1, 2015
Effective: May 1, 2019

The minimum charge for wharfage shall be ~~\$50.00~~\$2.50.

ITEM 545**ORDERS AND RELEASE OF RAIL CARS**

Issued: December 30, 1993
Effective: May 1, 2019

Port Freeport does not order or release railroad cars. It is the responsibility of the Tenant, ~~consignee~~consignee, or cargo owner to order and release from the railroad and notify Director of Operations. All charges are the responsibility of the Tenant, ~~consignee~~consignee, or cargo owner.

ITEM 550**REHANDLING COMMODITIES**

~~Issued: December 30, 1993~~
~~Effective: November 1, 2017~~

~~DELETED~~

ITEM 555

~~SERVICE INCLUDED AT RATES NAMED~~

Issued: ~~December 30, 1993~~

Effective: ~~November 1, 2017~~

~~DELETED~~

ITEM 560

~~SHIPMENTS FOR CONSIGNEES NOT ON WHARVES~~

Issued: ~~December 30, 1993~~

Effective: ~~November 1, 2017~~

~~Shipments will not be accepted when consigned in care of wharves for consignees not located thereon.~~

ITEM 565

~~SPECIAL SERVICES~~

Issued: ~~December 30, 1993~~

Effective: ~~November 1, 2017~~

~~DELETED~~

SUBJECT: WHARFAGE APPLICATION AND REGULATIONS**ITEM 570****APPLICATION OF SPECIFIC RATES**

Issued: ~~December 30, 1993~~

Effective: ~~November 1, 2017~~

~~Specific rates apply only on commodities specifically named moving in the manner specifically named. Classification of a commodity as being similar to a named commodity for application of rate is not permitted. Likewise, a rate applying on a named commodity "in sacks" only, will not apply to the same commodity "in barrels" or otherwise. All commodities not specifically named and not in specified packaging will take the "not otherwise specified rate" (N.O.S.).~~

ITEM 575(I)**BULK COMMODITIES**

Issued: September 1, 2015

Effective: May 1, 2019

- A. Bulk commodities, dry or liquid, import or export will be charged a wharfage rate of \$~~0.77~~81 per 2,000 pounds.
- B. Domestic Milled rice that exits the Port via truck or rail will be assessed a rate of \$~~0.75~~79 per 2,000 pounds.
- C. Crude and/or petroleum products (NOS) of all kinds (including but not limited to methane, LPG, propane, gasoline, diesel, and/or jet fuel) that enter or exit the Port via tank trucks will be assessed a rate of \$~~21.22~~22.28 per truck.

ITEM 585**RESPONSIBILITY FOR PAYMENT**

Issued: December 30, 1993

Effective: November 1, 2017

All vessels and their owners receiving any commodity on a wharf or in a transit shed, or loading or unloading any commodity while at a wharf, thereby contract to pay and are responsible for the wharfage on such commodities, at the rate provided herein, to be collected either from vessels, their owners, or their agents.

ITEM 586(I)**TERMINAL USE CHARGES**

Issued: September 1, 2015
Effective: October 1, 2020

Charges quoted herein are in addition to wharfage when applicable, and such other charges as may accrue under terms of this tariff.

(A) A terminal use charge of ~~\$50.00~~52.50 per container unit, whether full or empty, loaded to or discharged from ocean going vessels. Includes 7 days ~~of~~ free time and \$5 per TEU per day thereafter on Velasco Terminal.

(B) A terminal use charge of ~~\$200~~210.00 per loaded railroad car will be assessed on commodities arriving to or departing from Port facilities. Includes 7 days free time and \$15 per car per day thereafter.

(C) A terminal use charge of ~~\$0.83~~.87 per ton will be assessed on commodities handled to or from terminal sheds to or from motor trucks.

(D) DELETED

(E) A charge of ~~\$3462.783~~.635.92 per acre or portion thereof will be assessed on a per month basis against cargo landing in designated storage area and / or located on leased space after the lease has been terminated. This includes any commodity / cargo imported, exported and domestic requiring storage on Port facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

(F) A charge of ~~\$0.48~~.50 per square foot per month or portion thereof will be assessed on a per month basis against cargo landing in designated covered storage area inside warehouse. This includes any commodity / cargo imported, exported and domestic requiring storage on Port facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

(G) A charge of ~~\$4.334~~.55 per square foot per month (including electricity) or portion thereof will be assessed on a per month basis for designated office space (when available). The cost of electricity and water shall be included. The cost of internet, telephone and housekeeping shall be the responsibility of the occupant. All other rules within Port Tariff No. 005 will apply. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

(H) A terminal use charge of ~~\$2.162~~.27 per ton will be assessed to 3rd parties (stevedores/terminal operators) using Port facilities on commodities handled to or from ocean containers to or from over the road trucks (also known as a swing/trans load/ transfer), to or from rail cars, for the use of port truck dock facilities or port rail sidings. This will also apply to commodities handled for USDA and CBP Inspections.

SUBJECT: CONTAINER AND CONTAINERIZED CARGO, RULES, REGULATIONS & RATES**ITEM 590****ADDITIONAL SERVICES**Issued: ~~September 1, 2015~~Effective: ~~November 1, 2017~~~~DELETED~~**ITEM 595****FREE TIME AT PARKING OR OPEN STORAGE**Issued: ~~May 23, 2002~~Effective: ~~November 1, 2017~~~~DELETED~~**ITEM 600****GENERAL RULES & REGULATIONS ON CONTAINERS, CONTAINERIZED & RO-RO CARGO**

Issued: December 1, 1996

Effective: November 1, 2017

Facility use and services will be provided at tariff rates, rules and regulations equal in terms and applications to all users. Use of the facilities shall constitute a consent to conditions herein contained, evidencing thereby agreement on the part of all vessels, roll-off cargo their owners and agents, and other users however described to pay all charges specified and be governed by all such rules and regulations. Except as to these specific provisions provided in this Section, governing rules, regulations, and charges are set forth in other portions of this tariff. ~~For volume rates per container unit, stuffing or stripping cargo, contact Chief Executive Officer or designee.~~ Stevedoring services, cargo handling rates and charges are provided by others and are not included as part of this tariff.

ITEM 605⁽⁺⁾**LOADING/UNLOADING OF 20', 40' & 43' CONTAINERS TO/FROM CHASSIS**Issued: ~~September 1, 2015~~Effective: ~~November 1, 2017~~~~DELETED~~

ITEM 610⁽⁺⁾**~~RENTAL OF CONTAINER HANDLER (WITHOUT OPERATOR)~~**~~Issued: September 1, 2015~~~~Effective: May 1, 2019~~~~DELETED~~**ITEM 625^(I)****WHARFAGE ON CONTAINERS**

Issued: September 1, 2015

Effective: May 1, 2019

Wharfage on all containerized cargo or empty containers moved through the terminal:

~~\$3.143.30~~ Per 2,000 Pounds

(A) This charge is assessed on the ~~total-gross~~ weight of ~~cargo in~~ the container ~~whether full or empty or on the weight of the empty~~ container and is in addition to all other applicable charges.

(B) Containerized cargo received into Port Freeport's Container Terminal by rail or truck, and subsequently forwarded from the terminal by rail or truck for movement beyond Port Freeport, is subject to the wharfage charge applicable on export or import containerized cargo.

SUBJECT: SEGREGATION OF SHIPMENTS

ITEM 630^(f)

~~SHIPMENTS REQUIRING SEGREGATION~~

Issued: ~~September 1, 2015~~

Effective: ~~November 1, 2017~~

DELETED

SUBJECT: LOADING/UNLOADING AND WHARFAGE CHARGES
RATES IN CENTS PER 2,000 LBS, EXCEPT AS NOTED

ITEM 635(I)

~~HANDLING & WHARFAGE CHARGES~~

Issued: September 1, 2015
Effective: May 1, 2019

~~When a commodity does not appear under a specific heading, refer to "All commodities not otherwise specified shall be charged a wharfage rate of":~~

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~~All commodities as described below when boxed, crated, bundled, bagged or in drums, unitized and suitable for handling by forklift machine: (See Notes 1 & 2)~~

WHARFAGE N.O.S. ~~\$2.41~~2.75 per 2,000 lbs.

Note 1:
~~Must be loaded in a safely secured manner that can be handled as a single unit by use of a forklift machine.~~

Note 2:
~~Does not apply to vans, automobiles, tanks, trucks, or tractors, including military ordnance or other military vehicles.~~

Note 3:
~~Heavy lifts subject to additional charges per agreement with Chief Executive Officer.~~

ITEM 640(A)(I)

RORO CARGO

Issued: September 1, 2015
Effective: October 1, 2020

~~NEW AND USED PASSENGER VEHICLES WHARFAGE: \$7.30~~7.67 PER UNIT
~~ALL OTHER RORO CARGO WHARFAGE: \$4.12~~3.33 PER TON

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CARGO THAT ARRIVES INTO THE PORT AND DEPARTS THE PORT NOT ON A VESSEL:

PASSENGER VEHICLES AS PER ABOVE:
~~\$14.60~~15.33 PER UNIT TRANSIT FEE / ~~\$2.74~~2.88 PER UNIT SECURITY FEE

ALL OTHER RORO CARGO:
~~\$8.24~~8.65 PER TON TRANSIT FEE / ~~\$8.73~~9.17 PER UNIT SECURITY FEE

~~CHEMICALS, IN BAGS OR DRUMS, UNITIZED, PALLETIZED OR OTHERWISE
SUITABLE FOR HANDLING BY MECHANICAL EQUIPMENT~~

Issued: ~~September 1, 2015~~

Effective: ~~May 1, 2019~~

DELETED

ITEM 665^(t)

~~FRUIT, UNITIZED, PALLETIZED, OR OTHERWISE SUITABLE FOR HANDLING BY
MECHANICAL EQUIPMENT, NOT OTHERWISE SPECIFIED:~~

Issued: ~~September 1, 2015~~

Effective: ~~May 1, 2019~~

WHARFAGE: ~~\$2.41 per 2,000 lbs.~~

ITEM 680^(t)

~~IRON OR STEEL: PIPE, BEAMS, STRUCTURAL AND PLATE: BUNDLED OR LOOSE~~

Issued: ~~September 1, 2015~~

Effective: ~~May 1, 2019~~

WHARFAGE: ~~\$2.41 per 2,000 lbs.~~

ITEM 700^(t)

~~PAPER AND PAPER PRODUCTS, IN ROLLS OR IN BALES~~

Issued: ~~September 1, 2015~~

Effective: ~~May 1, 2019~~

WHARFAGE: ~~\$2.41 per 2,000 lbs.~~

ITEM 705⁽¹⁾**RESINS, SYNTHETIC, UNITIZED, PALLETIZED, SUITABLE FOR HANDLING BY MECHANICAL EQUIPMENT**

Issued: September 1, 2015
Effective: May 1, 2019

WHARFAGE: \$2.41 per 2,000 lbs.

ITEM 710⁽¹⁾**RICE**

Issued: September 1, 2015
Effective: May 1, 2019

WHARFAGE: ~~\$2.544~~ per 2,000

lbs.

ITEM 720⁽¹⁾**PROJECT CARGO – NOT SPECIFIED**

Issued: September 1, 2015
Effective: October 1, 2020

Project cargo will be charged a wharfage rate of ~~\$2.682.75~~ per 2,000 pounds or 1 CBM (1 cubic meter) whichever is greater.

ITEM 721⁽¹⁾**WIND POWER GENERATION CARGO**

Issued: September 1, 2015
Effective: November 1, 2017

Wharfage ~~\$2.63-75~~ per 2,000 pounds or ~~\$1.66-75~~ per CBM whichever is greater

This item covers all wind components and related parts shipments, including but not limited to blades, tower sections, nacelles and; nose cones, ~~and parts shipped in containers or as B/B.~~

ITEM 722

COLD STORAGE RATES

Issued: ~~September 1, 2015~~

Effective: ~~November 1, 2017~~

A) ~~DELETED~~

B) ~~DELETED~~

C) ~~DELETED~~

ITEM 723^{(C)(t)}

CONTAINER THROUGHPUT AND RELATED RATES

Issued: ~~September 1, 2015~~

Effective: ~~October 1, 2015~~

A) ~~DELETED~~

B) ~~DELETED~~

C) ~~DELETED~~

D) ~~DELETED~~

SUBJECT: PIPELINE RIGHT OF WAY**ITEM 724_(A)****TEMPORARY DREDGE PIPELINE RIGHT OF WAY CHARGES**

Issued: September 1, 2015
Effective: May 1, 2019

Licenses: For Temporary Dredge Pipelines
Application fee of \$541.06 (20 years) in addition to pipeline fees listed below:

Note: A minimum \$5,100.00 refundable deposit for potential damages due to temporary dredge pipeline placement will be required at the time of application. Such deposit will be refunded subject to final inspection after temporary dredge pipeline has been removed. Port Freeport reserves the right to request a greater deposit based on the estimated length of temporary dredge pipeline. The term of the license shall terminate the earlier of the following dates: 1) completion of the project or 2) one (1) year from the date the access agreement is executed. This item does not apply to pipelines carrying any other substance than dredge materials.

Description: For temporary dredge pipeline installations along, across, under or within railroad right-of-way, submerged lands and other properties.

- A) Pipeline not over 8" diameter
~~\$2,893.00~~ per LF per pipe
- B) Over 8" but not over 16" diameter
~~\$3,964.15~~ per LF per pipe
- C) Over 16" but not over 32" diameter
~~\$7,577.95~~ per LF per pipe

For Qualification for Pipeline License and Application please click here:
http://www.portfreeport.com/forms_new.asp

PORT FREEPORT

TARIFF NO. 005

**RATES, CHARGES, RULES,
REGULATIONS
AND
SERVICES AVAILABLE AT
PUBLIC WHARVES**

**ISSUED BY PORT FREEPORT
1100 CHERRY ST.
FREEPORT, TX 77541
TELEPHONE (979) 233-2667**

**PORT FREEPORT TARIFF NO. 005
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GULF SEAPORTS MARINE TERMINAL CONFERENCE

Federal Maritime Commission Agreement 224-200163 Approved December 2, 1988

Participating Members

- (1) Board of Commissioners of the Port of New Orleans
- (2) Board of Commissioners of Lake Charles Harbor and Terminal District
- (3) Greater Baton Rouge Port Commission
- (4) Orange County Navigation and Port District of Orange, Texas
- (5) Mississippi State Port Authority at Gulfport
- (6) Port of Beaumont Navigation District of Jefferson County, Texas
- (7) Port of Houston Authority of Harris County, Texas
- (8) Board of Trustees of the Galveston Wharves
- (9) Alabama State Port Authority, Mobile, Alabama
- (10) South Louisiana Port Commission, LaPlace, Louisiana
- (11) Brownsville Navigation District of Cameron County, Texas
- (12) Port of Port Arthur Navigation District of Jefferson County, Texas
- (13) Tampa Port Authority of Hillsborough County, Florida
- (14) Port of Corpus Christi Authority
- (15) Panama City Port Authority
- (16) Port of Pensacola
- (17) Port Freeport of Brazoria County, Texas
- (18) Board of Commissioners of the Jackson County Port Authority (Port of Pascagoula)
- (19) Manatee County Port Authority of Palmetto, Florida
- (20) St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- (21) Port of West St. Mary, Franklin, LA
- (22) Port Fourchon, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPERS' REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said Conference, desiring to present requests or complaints with respect to any such rates, charges, rules, and regulations adopted pursuant to said Conference agreement, should submit the same, in writing to the Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions, and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper and complainant desires to be heard, he shall make request upon the Chairman in advance of the meeting

Richert Self
 Conference Chairman c/o
 Lake Charles Harbor & Terminal District
 1611 West Sallier Street
 Lake Charles, LA 70601

SUBJECT: RULES AND JURISDICTION**JURISDICTION OF PORT FREEPORT**

(A) The Port Commission of Port Freeport, of Brazoria County, Texas, has jurisdiction over and control of navigable waters of Port Freeport.

(B) The Commissioners constitute the Pilot Commission for the appointment of and operations of Port Freeport Pilots. The Pilots, operating as the Brazos Pilots, are appointed by the Governor of Texas upon recommendation of the Pilot and Canal Commissioners (Port Freeport Commissioners). The Commissioners have designated the Chief Executive Officer as Chief Inspector of Pilots. Pilotage rates are uniform. The Pilots are under the supervision of the Commissioners.

(C) The Commissioners have jurisdiction over and control of the use of all facilities owned by Port Freeport and over any facilities operated by Port Freeport. All port property and port leases are subject to the terms, rates and conditions of Tariff No. 5, unless otherwise specified under separate contract.

(D) The Commissioners have the authority to regulate and fix charges for the use of such waterways and facilities.

GENERAL AUTHORITY

(A) Port Freeport, publisher of this tariff, is the official contractor for the loading and unloading of all cargo received at its terminals unless authorized by the Chief Executive Officer.

(B) The docks are for the handling of intracoastal, coastwise, intercoastal, import and export cargoes exclusively. Port Freeport reserves the right to control the loading and unloading of all freight handled on these facilities, and the rates to be charged. Port Freeport will perform themselves or through their authorized agents the loading and unloading of all freight at the rates named in this tariff. Subsequent handling of freight from a point of rest constitutes an additional handling subject to handling charges provided in this tariff for loading or unloading.

(C) All users of these facilities must comply with this tariff and no user of these facilities will be permitted to deviate from the rates, rules and regulations herein prescribed unless specifically authorized by the Chief Executive Officer.

CARGO STATEMENTS

All vessels, their owners and agents shall, within five days after date of sailing of any such vessel, report to Port Freeport all cargo loaded and unloaded at all locations within Port Freeport. Such reports to show units, dimensions of units, packages, commodities, tonnage, cubic meters, and origin and destination. Any other data required for proper statistical information may be requested by the Chief Executive Officer.

Failure to file certified copies of manifests within the time specified shall constitute, in opinion of Port Freeport, cause for suspension of credit or other privileges of the vessel, until such failure is remedied.

RECORDS ACCESS

Upon request by Port Freeport, vessels, their owners, agents, masters, stevedores and all other users of the Port facilities shall produce manifests of cargo, delivery orders, dock receipts, interchanges, reports and/or other documents as required. The purpose of said requests shall be for the purpose of ascertaining the accuracy of the manifests in order to verify the proper charges are paid under this tariff or other written agreement between the parties. Said documentation shall be provided to Port Freeport following forty-eight (48) hours after request. Failure to provide accurate records (i.e., dimensions, weights, manifest, etc.), particularly those used for billing purposes by Port Freeport, may be a violation of Chapter 37 of the Texas Penal Code and federal law and may be reported to the proper authorities by Port Freeport.

DELINQUENT LIST

Port Freeport reserves the right at any time or times and without notice to deny the use of its facilities to any user who or which is delinquent in payment of its accounts for more than thirty (30) days; such denial may be continued until such accounts are fully paid up and in current status.

APPLICATION

(A) The Rates, Rules and Regulations contained in this Tariff shall apply equally to all users of the waterways and facilities of Port Freeport and shall apply on all traffic on the waterways and facilities from the effective date shown in this Tariff and on all amendments thereto.

(B) Amendments shall be issued to cover needed changes in this Tariff. However, this Tariff is subject to change at the discretion of the Port Commission.

(C) The use of the waterways and facilities under the jurisdiction of Port Freeport shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels owners.

(D) This tariff is made available to the public and is accessible on the Port Freeport website, at www.portfreeport.com, pursuant to the Shipping Act of 1984, as amended, and 46 C.F.R. Section 525.2, and by hard copy upon request to Port Freeport.

SUBJECT: ABBREVIATIONS

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither an increase or reduction in rates
(I)	Increase
(N)	New item
(R)	Reduction
Cu. Ft	Cubic feet
cwt	Hundred-pound weight
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross registered ton
ISO	International Standardization Organization
KG	Kilogram
Lbs.	Pounds
LOA	Length-over-all
MBF	Thousand board feet
MT	Metric ton
NOS	Not otherwise specified
O/T	Other than
(*)	The rate, rule, or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference

SUBJECT: DEFINITIONS
AGENT OR VESSEL AGENT

Any party who acts on behalf of another party, including but not limited to the party or entity, who submits the application for a vessel's berth.

ARRIVAL AT BERTH

The time at which an incoming vessel moors to her berth calculated from the time the last line is secured.

BERTH

The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.

BERTH SPACE

The area within Port Freeport's facilities designated or allotted by Port Freeport for use for the receipt and accommodation of freight for export pending arrival of the vessel to which such freight is consigned and for the receipt and accommodation of import freight pending delivery or tender of delivery by the steamship company to the owner or consignor thereof.

BONDED STORAGE

Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.

BUNKERS

Any marine fuel, i.e., IFO, MDO, MGO, or LNG to be delivered to an oceangoing vessel by means of bunker barge, tanker or tank truck.

CAPTAIN OF THE PORT (COTP)

Captain of the Port (COTP) means the officer of the Coast Guard, under the command of a District Commander, so designated by the Commandant for the purpose of giving immediate direction to Coast Guard law enforcement activities within an assigned area.

CARGO

Any commodity (dry bulk, liquid bulk, breakbulk, autos, machinery, equipment, baled, palletized, bagged, containerized, crated, etc.) imported, exported, domestic or stored at the Port facilities carried by vessel, truck, rail or barge.

CHASSIS

A wheel assembly constructed to accept mounting of containers and equipment with a device for coupling to a self-powered tractor for movement.

CHECKING

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting the same.

CONTAINER

A standard ISO seagoing container 20 feet in length or over.

COST PLUS

Any operation not covered by Port Freeport Tariff will be performed on a cost plus 20% supervision basis.

DAY

A consecutive 24-hour period or fraction thereof.

DOCKAGE

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel also berthed.

FEDERAL MARITIME COMMISSION (FMC)

Agency, which administers various federal statutes regarding ocean shipping, ports and marine terminals.

FEU

(Forty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

SECTION TWO

PORT FREEPORT TARIFF NO. 005

FOREIGN TRADE ZONE (FTZ)

Designated areas, approved by the Federal government, considered outside the Customs territory of the United States. An isolated policed area adjacent to a port of entry (as a seaport or airport) where foreign goods may be unloaded for immediate transshipment or stored, repacked, sorted, mixed, or otherwise manipulated without being subject to import duties.

FREE TIME

The specified period during which cargo may occupy space as directed by the Chief Executive Officer, or their designee on terminal property free of terminal storage charges.

HANDLING

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HAZARDOUS MATERIAL (HAZMAT)

Any of a list of materials, compiled by the Federal government and considered to be health/safety hazards.

HOLIDAYS

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November and 4 th Friday in November
Christmas	December 24 th & 25 th

- A) On holidays observed by ILA, all Loading/Unloading will be performed at overtime rates.
 B) No work shall be performed on Labor Day or Christmas Day unless agreed otherwise.
 C) When scheduled holidays fall on Saturdays, the previous Friday will be recognized as the holiday and when the scheduled holiday falls on Sunday, Monday will be recognized as the holiday.

LINER SERVICE

Vessels making regularly scheduled calls for the receipt and delivery of cargo and/or passengers at Port Freeport.

LEASE

A contractual agreement wherein Port Freeport is referred to as landlord, and Port user is referred to as tenant. Terms of agreement may supersede some terms of the prevailing tariff.

LOADING OR UNLOADING

The service, whether provided by the Port or 3rd party, of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance to or from the terminal facility.

LO/LO

This abbreviation stands for Lift-on/Lift-off. Cargo or containers are lifted onto or off a vessel by crane.

MANIFEST

An itemized list of all cargo loaded or unloaded from a vessel.

MARGINAL TRACKS

Railroad tracks on the wharf apron within reach of ship's tackle.

OVER DIMENSIONAL, OVERWEIGHT CARGO

Cargo that measures over sixty-feet in length, or over twenty-feet in width, or over twenty-feet in height or weighs in excess of seventy thousand pounds.

PALLETS

The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

PASSENGER VEHICLE

A motor vehicle used to transport persons and designed to accommodate 10 or fewer passengers, including the operator.

POINT OF REST

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

PROJECT CARGO

A project, consisting of separate and differing items, various lengths, widths, and weights, or not otherwise specified (NOS); to be stored, loaded, discharged over various time period.

RO/RO

The abbreviation stands for roll-on/roll off. Self-propelled or not self-propelled cargo that is rolled onto a vessel as opposed to being lifted onboard using cranes.

SHED HIRE

A charge assessed against a vessel for providing a wharf shed for assembling and distributing cargo.

SHIP SIDE

The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

SECTION TWO

PORT FREEPORT TARIFF NO. 005

STEVEDORES

Companies which employ labor and provide equipment and contract with vessels for handling of cargo on vessels and at waterside.

STRIPPING CONTAINERS

Unloading cargo from containers.

STUFFING CONTAINERS

Loading cargo into containers.

TARIFF

A publication issued by Port Freeport and filed with the Federal Maritime Commission, which sets up the definitions, rates, rules and regulations for the Port in general or for a particular function of the Port.

TERMINAL

Use of the word "terminal" in this tariff means the facilities of Port Freeport.

TERMINAL STORAGE

Port may, at its sole discretion, allow port Users to use areas in the port for the storage of cargo at a specified storage rate. Terminal storage may include providing warehouse, terminal, or off-site facilities for the storage of inbound or outbound cargo, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, and bonded storage, after storage arrangements have been made.

TERMINAL USE FEE

A fee assessed for the use of any Port owned property and facilities for the movement within or loading or unloading of cargo to or from any means of conveyance.

TEU

(Twenty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

TON

Subject to a specific exception, the term "ton" as used in the tariff, refers to a U.S. short ton of a unit weight of 2,000 pounds.

TRAFFIC INTRACOASTAL TRAFFIC: All traffic between interior points served by canals and rivers within the state of Texas. (Including intra-ports)

A) **COASTWISE TRAFFIC:** All traffic between any two ports of the United States.

B) **INTERCOASTAL TRAFFIC:** All traffic between Atlantic and Gulf ports of the United States and the West Coast of the United States.

C) **IMPORT TRAFFIC:** All traffic moving from any foreign ports to the continental United States.

D) **EXPORT TRAFFIC:** All traffic moving from the continental United States to foreign ports.

TRANSIT SHED

A covered area designated for short term use in cargo operations – to/from vessel, and/or truck, and/or railroad car.

TRANSSHIPPED CARGO

Cargo landed from a vessel and reloaded on a second vessel without being removed from the wharves. Transshipped cargo may move into warehouses and/or open storage areas provided it remains in-bond. Tariff rates will be used for storage or handling where applicable.

UNITIZED

The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed, or packaged to permit free access of forklift trucks.

USER

A user of the facilities owned, leased, and/or controlled by Port Freeport shall include any vessel or person using any Port of Freeport properties, facilities, or equipment, or to whom or for whom, any service, work, or labor is furnished, performed, done, or made available by Port Freeport, or any person owning or having custody of cargo moving over such facilities.

VESSEL

Every description of watercraft or other artificial conveyance, 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, disponent owner, and/or charterer thereof.

WHARF

Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

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 wharfs or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

SUBJECT: WATERWAY REGULATIONS**ITEM 305⁽¹⁾****DISPOSAL OF OILY RESIDUE AND WASTE**

Issued: September 1, 2015

Effective: May 1, 2019

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL) and the United States Coast Guard's Implementing Regulations (33 CFR parts 151 158) require that reception facilities be available for those vessels which have indicated to Port Freeport in advance, the need to dispose of ship generated refuse.

Vessel owner, disponent owner or their agent will obtain, a company acceptable to the United States Coast Guard to provide these services and shall contact Port Freeport's operations department for an approved list of vendors.

It is the responsibility of the vessel to provide ships agent(s) a minimum of seventy-two (72) hours advance notice, the amount of refuse that will be discharged upon vessel arrival. \$.21 per barrel with \$105.00 minimum fee per vessel shall apply.

ITEM 310**BALLAST, RUBBISH, TRASH**

Issued: December 18, 2003

Effective: November 1, 2017

It is strictly prohibited to throw or discharge ballast, rubbish, gray water, sludge, dunnage, ashes or anything into the waterways. Applicant will be in compliance at all times with applicable federal, state and local laws and regulations and international treaties and conventions related to safety and environmental protection of the marine environment, including, but not limited to, federal, state and local regulations regarding the discharge of ballast water. Any tools, materials, equipment, dropped over the side, are to be reported. Vessels requiring ballast disposal service shall make necessary arrangements with the Director of Operations.

Priority of berth space for such operations shall be solely at the discretion of the Director of Operations. Should any vessel, its owners or agents, stevedore, or other user of the facilities abandon any drums, boxes or other containers of cargo upon Port Freeport property and not remove same therefrom within 48 hours after notification by Port Freeport of the location of such items, same will be removed by Port Freeport, its employees or contractors, and the cost of such removal plus twenty percent shall be billed to the vessel, its owners or agents, stevedore or freight handler or other user of the facilities which shall be deemed by its failure to remove same to have agreed to the payment for same.

ITEM 315

SIGNS

Issued: December 30, 1993

Effective: November 1, 2017

Painting or erecting signs on Port Freeport structures is prohibited. Signs may be erected on Port Freeport structures or property only after submission to the Chief Executive Officer or their designee of design, materials, fastenings, and method of erection, and upon written permission from the Chief Executive Officer or their designee.

ITEM 320

SPEED LIMIT

Issued: December 30, 1993

Effective: May 1, 2019

In combination with the authority bestowed by the State of Texas; whereby the control and operation of all types of vessels using the harbors, turning basins, navigable channels and waterways within this district, and regulations promulgated by the Secretary of the Army, this tariff adopts these operational rules governing vessel speeds.

- (A) Every vessel shall at all times proceed at a safe speed so that it can avoid collision and be stopped within a distance appropriate to the prevailing circumstances and conditions.
- (B) Every vessel shall reduce its speed sufficiently to prevent any damage when approaching another vessel in motion or tied up, a wharf or other structure, or any other manner of structures or improvements likely to be damaged by collision, suction, or wave action.
- (C) Vessels may not exceed a safe maneuvering and steerage speed and will not create any unusual wake.
- (D) Vessels and their operators shall be liable for damage or injuries caused by excessive operating speeds or wakes.

ITEM 325

COLLISIONS

Issued: December 30, 1993

Effective: May 1, 2019

In the event of collision between any craft or vessel with another craft or vessel, or between a craft or vessel and any wharf, dock, pier, bridge system, a written report shall be submitted to the Chief Executive Officer, Port of Freeport," by the pilot and the master, owner, agent or operator of said dock facility," and such report shall be filed within 24 hours of the time of the collision.

Any vessel or craft, proceeding to sea after a collision or accident, shall mail, through its master, from its next port of call, a report on such occurrence. The pilots are to report details of grounding, collisions, accidents and incidents of interest to the Chief Executive Officer or their designee.

ITEM 330^(I)**BERTH APPLICATIONS AND ARRANGEMENTS (*)**

Issued: September 1, 2015

Effective: May 1, 2019

All vessels, or their agents, charterers or owners, desiring a berth at the wharves of Port Freeport shall make application for such berth on prescribed forms, such to show date of arrival, departure, and type and quantity of cargo to be handled and other information needed. All such applications to be filed with the Director of Operations, at least (72) hours prior to vessel arrival.

As a part of its application for berth, the vessel, its owners or agents, shall advise Port Freeport of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of Port Freeport, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners of the ship causing the damage. Port Freeport shall be able to detain the ship until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

The signed application and berth assignment form shall constitute a contract, subject to the rates, rules, and regulations, and provisions contained in this tariff between Port Freeport and the vessel, her agents, charterers, and owners.

Berth availability shall be at the sole discretion of the Director of Operations or their designee and is subject to change. Whenever other vessels are waiting to load or unload cargo and there is the need for the vessel already in berth to work overtime to minimize further delay, such vessels, their agents, charterers, and owners will work overtime at their own expense when requested to do so by the Director of Operations.

Any vessel, her agents, charterers, and owners refusing to work overtime at her agents, charterers and owners' expense shall at their expense vacate the berth on order of the Director of Operations. The berth shall then be assigned to the next waiting vessel in turn whose agents, charterers, and owners are agreeable and willing to work cargo on overtime. The vessel ordered to vacate a berth for refusing to work cargo on overtime, will be reassigned to the berth ahead of other waiting vessels when willing to work on overtime or when there is no further need for overtime work.

Any vessel having completed loading and unloading cargo shall on request of the Director of Operations vacate the berth immediately.

Any vessel, her agents, charterers, and owners failing to timely vacate its berth when so ordered, shall be subject to payment of additional dockage charges at the rate of \$840.00 per hour or fraction thereof.

Assessment of the additional dockage charge shall not affect the right of Port Freeport to remove such vessel at cost, risk, and expense of her agent, charterer, and owner.

Port Freeport at its sole discretion may deny the right to moor a vessel and may order a vessel to vacate its berth at Port Freeport docks when Port Freeport deems it necessary for reasons of safety, security and/or other operational considerations.

SOVEREIGN IMMUNITY

To the extent Owner or Operator of vessel (“LINE”) has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, LINE hereby waives such immunity and agrees not to assert, by way of motion, defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity or any claim that LINE, its vessel or cargo is not personally subject to the jurisdiction of the applicable Courts by reason of sovereign immunity or otherwise, or that LINE, vessel or cargo is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, or that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper, or that this Tariff may not be enforced in or by such courts.

SUBJECT: REGULATIONS ON USE OF FACILITIES**ITEM 335^(I)****BUNKERS AND BUNKERING**

Issued: September 1, 2015

Effective: May 1, 2019

(A) When bunkers are pumped from barge or tank truck to vessel, a charge of \$0.19 per barrel will be assessed. Dockage will not be charged on the bunker barge. A minimum charge of \$31.50 will be assessed on tank trucks.

(B) This charge shall not apply to liquefied natural gas facilities that will be supplied with or that will supply liquefied natural gas as bunker fuel by United States flag vessels.

(C) To comply with U.S. Coast Guard Regulations, advance notification of vessel to vessel transfers (for vessels with a capacity of 250 barrels or more) including transfers between vessels at a dock or pier, are to be reported by the lightering or bunkering vessel, and such vessel must submit a four (4) hour advance notification to the Coast Guard, Marine Safety Office by telephone at (979), via facsimile at (979) 766-3689 or by radio over VHF-FM Channel 83.

ITEM 340^(I)**CLEANLINESS OF PREMISES**

Issued: September 1, 2015

Effective: May 1, 2019

(A) Steamship agents and operators and other users of the wharves, sheds and other property of Port Freeport shall be held responsible for cleaning of the property which they have been allowed to use or assigned or leased to them, including adjacent aprons and gutter, as directed by the Director of Operations.

(B) If such user does not properly clean the wharf or property he has been using, the Director of the Operations Department shall order the property cleaned and bill the user responsible:

- 1) An assessment of \$137.55 per each 1,000 cargo tons, or
- 2) Cleanup cost-plus twenty percent (20%) whichever is greater, or
- 3) \$200.00 minimum

ITEM 345

SAFETY

Issued: July 27, 2006

Effective: May 1, 2019

GENERAL SAFETY

(A) Users shall comply with all safety standards and accident prevention regulations promulgated by federal, state or local authorities having jurisdiction, including Port Freeport, and shall at all times conduct all operations in a manner to avoid the risk of bodily harm to any persons and the risk of damage to any property, equipment or material. Users shall continuously inspect all work, materials and equipment to discover and determine any conditions, which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions and shall continue to be responsible until all work is completed.

(B) Users are responsible for actions of omissions or commission by its representatives, personnel, agents, contractors and vendors and their respective employees and shall be liable and shall promptly remedy damage or loss to property as a result of such acts. Users shall be fully responsible for the safety and health protection of its representatives, employees, agents, contractors, vendors and their respective employees and visitors it brings on site.

(C) Users shall conduct a site safety orientation for new hires and a regular periodic training meeting for employees or personnel working on or using Port Freeport's facilities. Port Freeport has the right to monitor such meetings. Further, Users shall provide suitable training about, but not be limited to, safe work practices, safety policies and rules, personal protective equipment requirements and hazardous materials. Contractors and vendors shall provide specialized training to personnel engaged in risky and non-routine tasks.

(D) Users' employees, agents, contractors and visitors are required to wear appropriate personal protective equipment per safety rules and regulations.

(E) Users shall designate a "Safety Representative" on-site that is responsible for the administration of its safety program. The Safety Representative shall have the necessary ability, knowledge and training in safety practices to maintain a safe work environment. The name and contact information for the Safety Representative shall be provided to Port Freeport Security (979) 373-5900.

(F) Safety Representatives shall successfully complete the Port Safety Officer orientation program, which is provided by Port Freeport.

(G) The Safety Representatives shall attend all Tenant Safety meetings.

(H) Users shall upon request provide Port Freeport with a copy of its Safety Plan (i.e. safety policy and safety procedures). All such plans shall include an Emergency Action Plan as required by 29 CFR 1917.30. The Emergency Action Plan shall be in writing and shall describe designated actions the Port Users' employees must take to ensure safety during a fire or other emergency incident.

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(I) All accidents or damage on Port Freeport's property are to be reported to Port Freeport Security (979) 373-5900 immediately upon occurrence. Port Freeport Safety is to be provided with a written accident investigation report about all a) accidents resulting in fatality, lost time, when personnel are hospitalized as a result of a single incident or b) any damage to Port Freeport equipment or property; or c) any damage greater than \$1,000.00 to non-Port Freeport equipment or property damage occurs within ten (10) days of the day of the accident. If the investigation goes beyond 10-days, the User shall submit a written update to Port Freeport each Friday by noon until the accident investigation is completed. Port Freeport reserves the right to conduct an independent investigation. If the incident occurred on Port Freeport property, Port Freeport Protective Services shall be granted access to the area, to the extent permitted by law.

(J) The Safety requirements set out herein are only minimum requirements and the User should take all precautions necessary to prevent bodily injury or property damage. In the event Port Freeport observes any unsafe practice, it may stop the User's work. Port Freeport does not assume Users responsibility for the safety and health of its personnel and the discovery and/or elimination of hazards, which could possibly cause accidents or damage. Users agree to indemnify and hold harmless Port Freeport from and against all losses, claims, demands and suits for damages including court costs and attorney fees resulting from or relating to that Users' compliance or failure to comply with this Item 345.

(K) Users are obligated to contractually bind its Contractors, representatives, vendors, suppliers, agents and their respective employees to the provisions set forth in this Item 345 as well as all applicable provisions set forth in this Subcontract.

(L) Port Freeports reserves the right to conduct safety inspections of Port Freeport tenants to assure the tenants are following the safety requirements within this Tariff.

(M) Port Freeport reserves the right to inform the United States Coast Guard or appropriate agency of any health or safety risk or other nonconformity regarding any vessel docked at Port Authority Facilities pursuant to Title 33 of the Code of Federal Regulations Part 96.

(N) All safety training, safety inspections, and safety meetings shall be documented and maintained per applicable laws and regulations.

(O) Any User of Port facilities or property may be required to appear before the Port Commission regarding any safety incident or safety record as a condition to maintain a Port Freeport issued license or permit or to continue use of Port Freeport facilities and property.

CORRECTIVE ACTIONS

Port Freeport may issue a Notice of Safety Violation for any violation to the safety requirements within this document. Additionally, Port Freeport may impose corrective actions, including but not limited to suspension of port entry rights, stop work, and/or revoke Port Freeport issued licenses/permits. In the event of revocation of license or permit, the User will be permitted an opportunity to present to the Port Commissioners why such license or permit should not be revoked.

If a Notice of Safety Violation is issued, a copy of the Notice of Safety Violation shall be given to the individual and their employer. Any Notice of Safety Violation may be appealed to the Director of Protective Services, within 30 days of the date it is given to the individual. In such appeal, the individual shall have the right to present any materials or statements pertinent to the matter at hand.

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VEHICLE SAFETY

(A) All persons shall comply with all posted speed limits and traffic signs while operating any motorized vehicle on Port Freeport property.

(B) Any person operating a commercial vehicle on Port Freeport property, which has had prior or shall have a subsequent operation on public roads, shall have a valid commercial driver's license in effect at all times during the operation of such vehicle. Any person operating a motorized vehicle on Port Freeport property shall have a valid state driver's license in effect at all times during the operation of such vehicle.

(C) Handheld smart devices for any purpose other than navigational aids or use by emergency personnel operating in their official capacities is prohibited while operating a motorized vehicle on Port Freeport property.

ITEM 350**DAMAGE TO PROPERTY OF PORT FREEPORT**

Issued: December 1, 1994

Effective: May 1, 2019

Users of the facilities of Port Freeport shall be held responsible for all damage to the property of Port Freeport occasioned by them, and any such damage shall be responsible for such damage billed against the user responsible for such damage at cost plus twenty percent (20%). For limits of liability on Port Freeport, see Sub rule 81, Item 495.

Any damage to Port Freeport property shall be immediately reported to Port Freeport Security and/or Operations.

ITEM 355**DAMAGE OR LOSS AND LIABILITY (*)**

Issued: April 26, 2007

Effective: November 1, 2017

Except as may be caused by its own negligence, but without waiving any of Port Freeport's legal rights to immunity, Port Freeport shall neither be responsible for injury to, or loss of, any cargo being loaded or unloaded at its public wharves; nor any delays, injury to, or loss of, cargo on its wharves or in its sheds, by fire, leakage, or fire protection devices; acts of terrorism, storms or hurricanes; nor collapse of building, wharves, floors, or foundations; nor breakage of pipes; nor loss or injury caused by rats, mice, weevils, moths, animals, birds, insects; neither frost nor the elements; nor any delay, loss or damage arising from combination of strikes, tumult, insurrections, or acts of God, or force majeure.

Liability for loss or damage as a result of switching operations on the leased tracks of Port Freeport is set forth in contract between Port Freeport and Union Pacific Railroad.

Any loss or damage which may be caused by the acts of Port Freeport employees or equipment, shall be agreed upon in writing at the place and time of the loss or damage, and in no event will any claim whatsoever be accepted for such damage unless the claim is made within 30 days of the occurrence.

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Except as may be caused by the acts of Port Freeport's own negligence, but without waiving any of Port Freeport's legal right to immunity, users agree to indemnify and save harmless Port Freeport from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to, or resulting from their operations on the property of Port Freeport and the use of its facilities.

In the event suit should be brought by or against Port Freeport in a court of competent jurisdiction to collect any monies due, enforce any provision or remedy any default under this tariff by User or Users of the public facilities of Port Freeport, which suit results in a final judgment, then the prevailing party shall be entitled to recover of and from the non-prevailing party, in addition to the usual court costs, reasonable attorney's fees. For limits of liability on Port Freeport, see Sub rule 81, item 495.

ITEM 365

FIRE PREVENTION

Issued: December 30, 1993

Effective: November 1, 2017

(A) Smoking and open flames: It is unlawful to smoke, weld or have open flames in the sheds or within 50' of the piers.

(B) Vehicle Parking: Automobiles, trucks, trailers or other motor vehicles shall not park on the waterfront facilities, or in sheds except while waiting to load or discharge cargo, ship supplies, or passengers when attended by a driver, or when handled or stored as cargo, or when parked in a designated area.

(C) Refueling on docks or piers: It is unlawful to refuel vehicles, automobiles or other vehicular cargo within 50' of sheds or pier. Exception: Mobile cranes working cargo are allowed to be refueled alongside the wharves by a fuel vehicle in compliance with 2017 NFPA 385 and 2015 International Fire Code 5706.6. Additionally, the fuel vehicle must be in compliance with all Department of Transportation and City of Freeport standards.

ITEM 370

FUMIGATION REQUIREMENTS

Issued: December 30, 1993

Effective: November 1, 2017

All commodities bagged or packaged that are subject to insect/pest infestation, which remain in transit sheds for a period of 45 days, or show signs of infestation before 45 days, must be fumigated immediately and each 45-day period thereafter as long as the cargo remains in the transit sheds.

Fumigation expense will be for the account of the cargo owner, shipper, consignee, or whoever has care custody, and control of the cargo. If fumigation is not performed as required, Port Freeport reserves the right to fumigate such commodities and bill the cargo owner, shipper consignee or whoever has care custody and control of the cargo.

ITEM 375**HANDLING of HAZARDOUS COMMODITIES**

Issued: December 30, 1993

Effective: November 1, 2017

Shipments of articles classified as explosive or dangerous in applicable regulations of the Department of Transportation will be permitted only upon full compliance with such regulations by shippers, their agents, and the agencies of transportation. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

For the protection and safety of Port Freeport, users of its facilities, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by Port Freeport to ensure safe handling, stowing, loading, discharging, or transportation of explosives or dangerous articles within the confines of Port Freeport facilities or waterfront. Notification is required prior to the tender of explosives or dangerous articles.

The master, agent, or person in charge of any domestic or foreign vessel which is inbound into the jurisdiction of Port Freeport, which has on board any hazardous commodities so classified in applicable regulations of the Department of Transportation, shall submit a listing of the weight of such commodity, its label and the location at which it is stowed within the vessel to a representative of Port Freeport upon arrival at the wharf.

Port Freeport may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles, which are considered by the Chief Executive Officer as offering undue risk or exposure to such risk.

ITEM 380**INSURANCE (*)**

Issued: April 15, 2004

Effective: November 1, 2017

(A) All vehicles entering Port premises may be required to show proof of automobile liability insurance as required by the State of Texas. Vehicles not in possession of proof of insurance will not be permitted to enter Port premises until proof of insurance coverage is produced.

State of Texas minimum auto insurance requirement:

- \$30,000 in bodily injury coverage per person
- \$60,000 in bodily injury coverage total per incident
- \$25,000 in property damage coverage per incident

(B) Steamship agencies and subcontractors working for them, stevedoring companies and subcontractors working for them, doing business on or in connection with the facilities of Port Freeport shall keep in full force and effect, the following coverage. The coverage designated by an asterisk (*) must name Port Freeport as an additional Insured and must contain a subrogation waiver in favor of Port Freeport.

*1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of

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general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000.

*2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000.

3. Workers' Compensation Coverage (with U.S. Longshoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits.

*4. Employer's liability insurance with limits of no less than \$1,000,000.

*5. Umbrella or Excess Liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (B)1, (B)2 and (B)4 above.

The Policy or Policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport. Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

(C) All others (contractors, subcontractors, suppliers and services, etc.) working for Port Freeport shall have and keep in effect the insurance coverage designated by an asterisk (*) must name Port Freeport as an additional Insured, and with a subrogation waiver in favor of Port Freeport.

*1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000.

*2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000.

3. Workers' Compensation Coverage (with U.S. Longshoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits. Employer's liability insurance with limits of no less than \$1,000,000.

The Policy or Policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport. Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

(D) Certificates of insurance evidencing that all of the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

ITEM 385⁽¹⁾

PORT SECURITY MEASURES

Issued: September 1, 2015

Effective: October 1, 2021

(A) Port Freeport may, from time to time, implement and enforce such security measures, procedures, policies and regulations, and furnish and maintain such services and devices for the protection of persons and property on or about the channels, waterways, docks, slips and other facilities and improvements owned, operated or controlled by the Port as the Port deems reasonably necessary, including specifically, and without limitation, those required by 33 CFR section 105, as amended, and other applicable federal, state and local laws and regulations regarding maritime security (“Port Security Measures”). The Port may institute tariffs to cover the cost of Port Security Measures to be paid by the Users who shall be liable for such charges as set out in the tariff.

(B) Users and its agents, employees, contractors and invitees shall comply with any and all Port Security Measures in effect or as levied from time to time by the Port. Should any of these parties cause the Port to be levied a fine due to act or omission, physically or verbally, of agents, employees, contractors or invitees, User shall be responsible for such fine plus a ten percent (10%) administration fee.

(C) Any and all Port Security Measures are for the protection of the channels, waterways, Port properties and the terminal in general.

- (1) In the event that User requires additional unarmed security on Port Freeport property, User shall utilize a state licensed security firm of their choice or the Port can provide these services at the tariff rate.
- (2) In the event that User requires additional armed security on Port Freeport property restricted area, User shall coordinate additional security through Port Freeport’s Protective Services **with a minimum of 4 hour notice**. Non-Port Freeport armed security services may be used with the approval of the Port.
- (3) Additional security measures may also include patrol, which consist of land-based or water- based patrols in a specific area or around a specific vessel. Non-Port Freeport security patrol services may be used with the approval of the Port outside the restricted area and Port Freeport harbor security zones. Additional security measures may also include canine detection capabilities for narcotics, explosives, and firearm on Port Freeport owned or leased property.
- (4) User shall be responsible for arranging additional security at User’s sole cost and expense.
- (5) Under no circumstances shall the Port be responsible for or liable to User or any other person, for losses due to destruction, theft or burglary or vandalism of its cargo or property.
- (6) Additional security function(s) provided by the Port will be charged at the rate of:
 - Unarmed Security if requested will be at cost + 20%.
 - Armed Security, if requested will be at cost plus twenty percent (20%).
 - Security Investigation requests- \$50/hour 4 hour minimum. If video footage is required approved media shall be provided by requestor.
 - Waterside Patrol (dedicated to specific task, area, or vessel): \$257.50 per hour (4 hour minimum).

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- Special Services - Port Freeport is prepared to offer armed patrol, waterside armed patrol and/or armed anchorage escort services on a case-by-case basis, the cost to be determined based on circumstances and no less than cost plus twenty percent (20%).

(D) Port Freeport right to deny or revoke access: Port Freeport reserves the right to deny or revoke access to Port Freeport property for any security or safety reason as determined solely and conclusively by Port Freeport.

(E) Individuals accessing the Port more than four (4) times per month for two (2) consecutive months shall obtain a Port Freeport identification card, which can be obtained at Port Freeport's Emergency Operation Center. Individuals must have a purpose of business within the Port prior to obtaining a Port Freeport identification card. Port Freeport identification cards are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. The Port reserves the right to suspend or revoke a Port Freeport identification card at any time.

(F) All security related incidents on Port Freeport property shall be reported to Port Freeport Security immediately under the conditions and timelines set forth in Tariff Item 345.

TWIC ESCORT REQUIREMENTS FOR INDIVIDUALS

Possessing a TWIC does not grant automatic access to Port Freeport's restricted area facilities. There must be a reason to be on property, and approval for access is required. U.S. Coast Guard regulations allow for certain non-TWIC holders to be escorted in restricted and secure areas as long as they have a reason to be on the property and are approved for access.

At Port Freeport, a Port Freeport Escort Credential is required in order to perform escort duties. An escort card may be issued according to current port procedures, which includes both the sponsoring company and Port Freeport approval along with the successful completion of the Port Freeport TWIC Escort training program. There is no charge for the training program if attended on a regularly scheduled day, but there is a fee for the Port Freeport Escort Credential. Reference Port Freeport Tariff Item 390 for fee amounts.

TWIC escorting privileges are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. Additionally, Port Freeport reserves the right to deny granting escorting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted to an individual, for any such reason as Port Freeport deems necessary including, but not limited to the following:

- Submittal by an employer or nominated applicant of false or misleading information.
- Failure to adhere to the policies, rules and regulations of Port Freeport or other applicable federal, state or local laws and regulations including but not limited to:
 - Any attempt to gain entry to Port Freeport's facilities or restricted areas within its facilities through fraud or deception;
 - Any attempt to bypass established entry points;
 - Use or attempted use of a credential issued to anyone other than the approved TWIC escort or loaning of an approved TWIC escort credential to another person;
 - Use or attempted use of a fraudulent credential;

- Failure to perform escorting duties in the manner prescribed by Port Freeport policy.
- Submittal by an approved TWIC escort of false or misleading information or refusing to cooperate in a security-related investigation.
- Conviction of an approved TWIC escort of any offense for which he/she would have initially been denied approval in accordance with the policies of Port Freeport.
- Failure to present a TWIC upon request or loss of TWIC privileges at any regulated port authority.
- An employer no longer meets the criteria under which its eligibility was initially established, or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.
- The loss of the original sponsor.
- Violation of Port Freeport safety and security policies.

SPONSORSHIP FOR A TWIC ESCORT COMPANY

TWIC escorts companies shall have a sponsor to operate within Port Freeport. Additionally, TWIC escorts companies shall complete an application for their TWIC Escort License. The TWIC Escort sponsor and license application forms may be obtained from the Port Freeport Emergency Operation Center.

There is no fee for sponsoring a contract TWIC escort company.

TWIC escorts companies shall pay an annual license and application fee to provide TWIC escorting services on Port Freeport property. Reference Tariff Item 390 for fee amounts. Port Freeport reserves the right to deny granting TWIC Escort License and privileges or to suspend, revoke or deny renewal of such escorting licenses and privileges previously granted to a company, for any such reason as Port Freeport deems necessary including, but not limited to the actions listed within the previous section of the Tariff.

New TWIC Escort License applications and renewals shall be presented to Port Freeport's Board of Commissioners for approval. If the license application does not get approved, 50% of the license and application fee will be refunded.

A TWIC escort company may be sponsored by multiple firms. There shall be a separate sponsor form for each sponsor, but only one application is necessary.

All individuals who provide TWIC escort services and are employed by a TWIC escort company shall complete an Individual TWIC Escort sponsor forms, which may be obtained at the Port Freeport Emergency Operation Center. These individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency Operation Center. There is no fee for the regularly scheduled course. If needed, a TWIC escort company may request a class on a non-regularly scheduled day. Reference Tariff Item 390 for fee amounts.

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The following Employers are eligible to sponsor a contract firm to provide TWIC Approved Escort services:

- (1) Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.
- (2) Port Freeport.
- (3) Steamship Agents with vessels routinely calling on Port Freeport.

TWIC escorts companies shall not stage company equipment or escort vehicles on Port Freeport property unless:

- (1) The equipment and/or vehicles are staged on Port Freeport property leased/rented by the contract TWIC escort company. The rates for this property shall be at the going Tariff rate or an agreed upon contract rate.
- (2) The equipment and/or vehicles are staged on Port Freeport property leased/rented by the contract TWIC escort company's sponsor.

SPONSORSHIP FOR AN INDIVIDUAL TWIC ESCORT

All individuals not associated with a TWIC escort company that are applying for a Port Freeport Escort Credential shall have a sponsor. The Individual TWIC Escort sponsor forms may be obtained from the Port Freeport Emergency Operation Center. The User Company assumes the liability of penalties levied against Port Freeport as they relate to the failure of the respective escort to comply with escorting responsibilities mandated by applicable sections of the TWIC regulation. The following Employers are eligible to sponsor their employees for TWIC Approved Escort privileges:

- Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.
- Steamship Agents with vessels routinely calling on Port Freeport.
- Companies who provide transportation for vessel crews, agents, or tenants.
- TWIC escort contractor companies contracted by Port Freeport or its tenants and clients to perform TWIC escort functions within the restricted areas.
- Employees of Port Freeport and its elected officials.
- Port Freeport Protective Services.
- Contractors or other invitees of Port Freeport, its tenants, or vessels who provide necessary, on- going services to facilities or vessels.

Individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency Operation Center. There is no fee for the regularly scheduled course. If needed, a sponsoring company may request a class on a non-regularly scheduled day. Reference Tariff Item 390 for fee amounts.

Individuals who are granted a Port Freeport Escort Credential shall:

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- Possess and maintain a valid TWIC.
- Be sponsored by their employer as a TWIC escort within the Restricted Access areas.
- Be a direct employee of the sponsoring employer and may not be sponsored by more than one employer.
- Complete the training requirements listed in 33 CFR 105.215, as provided by the Port Freeport's Protective Services Department.
- Must possess a working cellular telephone while engaged in Approved Escort duties.
- Possess a valid Port Freeport identification. This identification shall be on the person at all times when on Port Freeport property.
- Possess a valid Port Freeport TWIC Escort credential. This credential shall be on the person at all times when on Port Freeport property.

TWIC ESCORT PROCESS

Users may choose any licensed TWIC escort service. Prior to entering a restricted or secure area, approved escorts shall check-in with security at the facility's access control point (i.e., gate or checkpoint). Security shall confirm that the approved escort possesses a current and valid Port Freeport identification card, Port Freeport TWIC Escort credentials, and TWIC identification card. The approved escort and the non-TWIC holders being escorted shall sign-out at the Facility Security Station upon their departure.

At the discretion of Port Freeport, Protective Services may review the credentials and identification cards listed above at any time within a restricted or secured area. Additionally, both the approved escort and the non-TWIC holders being escorted may have their vehicle screened at any time within a restricted or secured area.

Approved escorts may escort a maximum of:

- Five (5) stationary non-TWIC holders
- Two (2) non-TWIC holders in motion

For stationary non-TWIC holders, the approved escort shall stay within physical proximity of the non-TWIC holders that they are escorting. The non-TWIC holder shall stay within visual sight of the approved escort at all times.

Approved Escorts must possess a working cellular telephone while engaged in escorting duties in Restricted Areas and must immediately report loss of side-by-side contact with escorted individuals, or any suspicious activity engaged in by such escorted individuals, to the Port Freeport Gate 8 operations (979) 233-3565.

The approved escort shall not be relieved of custody or responsibility for escorted persons until the approved escort, and each of the non-TWIC holders being escorted by the Approved Escort have checked-out at the facility's access control point or been transferred to another approved escort. If transferred to another approved escort, there shall be physical evidence of this confirmation (ex. log, record, etc.).

ITEM 390⁽¹⁾

PORT SECURITY FEES

Issued: September 1, 2015
Effective: October 1, 2021

In order to fulfill our responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33 CFR 105, Port Freeport will assess a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Vessels (including, without limitation, barges):

Nine percent (9.73 %) of total dockage assessed per port call

Cargo:

Break-bulk \$0.22 per ton

Bulk Cargo (dry or liquid) 0.08 per ton

Containers \$4.33 per loaded container

Vehicles \$1.40 per unit

Loaded railcars \$25 per car

OTHER SECURITY RELATED FEES

Port Freeport will assess security related security fee as set forth herein. Fees listed below may be paid at Port Freeport's Emergency Operation Center. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Port Freeport Identification Card:

Initial Port Identification Card: \$27.00

Replacement Port Identification Card: \$54.00 Renewal Port Identification Card: \$16.00

Port Freeport TWIC Escort Credential:

Initial Port Credential: \$27.00

Replacement Port Credential: \$54.00 Renewal Port Credential: \$16.00

Parking Pass:

Dock Side Parking Pass: \$106.00/year; or \$6.00/day

TWIC Escorts:

TWIC Escort Company License: \$320.00/year initial; \$110.00/year renewal TWIC Escort Training on Non-Regularly Scheduled Day: \$54.00/student (includes cost of escort credential)

TRAFFIC VIOLATIONS

A written warning may be issued at the discretion of the security officer for any traffic violation (ex. speeding; failure to stop; striking a fixed object). For traffic offenses that have an increased safety risk, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a short period of time, but for more serious offenses, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a longer period of time. For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year or longer.

SECTION FOUR

PORT FREEPORT TARIFF NO. 005

Licensed law enforcement officials may issue citation(s) and may detain and/or arrest traffic offenders to the limit allowed by local, state, or federal law.

PARKING VIOLATIONS

A written warning may be issued at the discretion of the security officer for any parking violation. For offenses with an increased risk to safety and/or security (ex. blocking traffic; illegal parking on the dock), vehicles may be towed at the owner's expense.

For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year.

Licensed law enforcement officials may issue citation(s) and may detain and/or arrest parking offenders to the limit allowed by local, state, or federal law.

ITEM 395(I)**PAYMENT OF BILLS (*)**

Issued: September 1, 2015
Effective: October 1, 2020

(A) A lien in favor of Port Freeport shall arise on all cargo and personal property moved on to Port premises to secure the payment of all fees, interest, penalties and other charges payable under this tariff. If there are carrier liens on cargo for unpaid charges for storage or other terminal charges established pursuant to 49 U.S.C. 80109, whether established by contract or by law, said carrier liens shall inure to the benefit of Port Freeport on cargo or personal property moved on to Port premises, and the carrier shall be deemed to have assigned such liens to Port Freeport to secure the payment of all sums payable under this tariff.

(B) All charges incurred under provisions of this tariff are due upon presentation and shall be payable within thirty (30) days from the date of the bill or invoice.

Late Charges: Interest at a rate of one and one-half percent (1.50%) per month or the maximum legal percentage allowed by the state of Texas, will be assessed on the balance due on invoices more than thirty (30) days old, calculated on a daily basis, for each day over 30 days, and the amount of such penalty shall be added to the amount due each month until the amount of arrearage is paid. In addition, any party owing the invoice, or any part thereof shall pay and be responsible for paying, jointly and severally, all of Port Freeport's costs and expenses in collecting the invoice including reasonable attorney's fees.

(C) Presentation of bills to owners and agents of vessel 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 gives a lien.

(D) Port Freeport does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting storage and similar bills which may be passed on to shipper and consignees by the vessel, its owners and agents, such bills are due when presented and must be paid regardless of when the vessel, its owners and agents are reimbursed.

(E) Invoices must be paid when presented, and errors if any, will be rectified by Port Freeport.

(F) Port Freeport 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 Port Freeport, whose credit has not been properly established with Port Freeport or who are habitually on the delinquent list. Use of facilities may be denied until such payments or deposits are made.

(G) Port Freeport reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied, as specified by the payer.

ITEM 405⁽¹⁾

STEVEDORE CONTRACTOR LICENSE

Issued: September 1, 2015

Effective: October 1, 2020

Any person or entity must hold a valid Stevedore License approved by the Port Freeport Commission to operate as a stevedore at facilities owned or operated by Port Freeport.

(A) Stevedore contractors whether currently performing or desiring to perform stevedore services at Port Freeport facilities, are required to file an application for a Stevedore Contractor's license. All stevedoring companies are subject to the following conditions:

(1) The stevedore company must file a new application with the \$2835.00 fee along with certificates of insurance for workmen's compensation, and employers' liability, general automobile liability, comprehensive, and personal injury insurance, and U.S. Longshoremen and Harbor Workers Act. The application will be subject to approval by the Board of Commissioners. Port Freeport reserves the right to establish minimum coverage limits.

Issuance, Duration and Expiration of Licenses

(2) Issuance of a license shall be evidenced by the dated signature of Port Freeport's Chief Executive Officer or their designee on the original or renewal application form after the Board of Commissioners has approved or renewed the license.

Stevedore Licenses shall be issued only to be effective during a given calendar year.

Every Stevedore License shall automatically expire on December 31 of the calendar year in which the license was in effect and thereafter is invalid and without effect, unless the Board of Commissioners approves a renewal of the license for the following calendar year.

Without the Board of Commissioners approval, no action or inaction of Port Freeport staff shall operate to revive an expired or terminated Stevedore License.

Stevedore Licenses that have not been renewed on or prior to December 31 are expired and holders of such licenses must file an application for a new license.

The expiration or termination of a Stevedore License shall be without prejudice to the option of the license holder to file an application for a new Stevedore License.

SECTION FOUR

PORT FREEPORT TARIFF NO. 005

(3) Requirements for License Approval

No Stevedore License shall be approved unless the proposed license holder is shown to be a financially and legally responsible operator, who is ready and able competently to perform stevedoring services, taking into account the management, ownership and control of the license holder. Financially responsible operators are those who regularly comply with their contractual undertakings and legal obligations, are not in default and have no material history of default in their obligations, and who at all times maintain in force and effect the insurance required of holders of a Stevedore License.

Legally responsible operators are those who regularly comply with and who have no history of violation of material federal and state statutes, including those statutes having particular applicability to those in the stevedoring business, as well as the Tariffs of Port Freeport.

Competent operators are those whose past practices demonstrate their commitment to safe and efficient performance of stevedoring services for others and who possess the skill, experience, equipment and personnel necessary to do so.

The proposed license holder must provide the OSHA Log 300 and the Total Recordable Incident Rate (TRIR) which reflects a company's safety record. The proposed license holder must also provide a copy of the company's safety plan or policy, the number of lost time injury events in the past year for both Port Freeport site and corporate and the company's drug and alcohol policy must include random testing.

(4) Annual Renewal of Licenses

No Stevedore License shall be renewed except upon the filing with Port Freeport of a fully completed renewal application, including proof of required insurance, payment of the required renewal license fee of \$1,100.00 and the approval of the renewal by the Board of Commissioners.

(5) Consideration of Original and Renewal Applications

Port Freeport shall review each original or renewal application, may require the applicant to submit additional information, and may consider additional information obtained through an investigation or submitted by the public that bears on an applicant's responsibility or competence.

Port Freeport's staff shall make a written recommendation to the Board of Commissioners on each original and renewal application received.

All original and renewal applications shall be acted upon by the Board of Commissioners at the publicly posted meetings. Notice of such action shall be posted in accordance with the Texas Open Meetings Act.

Original or renewal applicants who are the subject of a negative recommendation, and License holders that are the subject of a recommendation of revocation or suspension, shall be given notice of the substance and grounds for the recommendation and may address the Board of Commissioners in public session.

All original and renewal applications for a Stevedore License filed with Port Freeport, written materials obtained or received by Port Freeport in connection with its consideration of an application, and the written recommendations of Port Freeport staff to the Board of Commissioners, shall be considered public records, with the exception of an applicant's customer or other proprietary information that is exempted from disclosure by the Texas Public Information Act.

(6) Revocation, Suspension and Termination of License

Denial or Revocation of License. The Board of Commissioners may deny, revoke, or decline to approve or renew a Stevedore License if the license holder does not meet all of the requirements for license,

SECTION FOUR

PORT FREEPORT TARIFF NO. 005

approval or has made material misrepresentation on an original or renewal application or has been convicted of a material criminal offense. A material criminal offense is one that directly relates to the competence, duties and responsibilities of the Stevedoring License holder.

Suspension and Termination of License. Any license holder may have its license suspended or terminated as follows:

i. Safety Incidents. Port Freeport holds safety as a critical obligation, which is incumbent on all users of the Port facilities, including licensed stevedores. Maintaining a safe work environment is mandatory to maintaining a Stevedore License at Port Freeport. As a condition to obtaining and maintaining a Stevedore License, the stevedore must enforce its own safety policy and comply with all Port safety policies, currently existing or hereafter implemented, as to the stevedore's employees, agents, contractors, and invitees.

A license holder shall immediately, but in no event not less than 24 hours after the incident, report to the Port any violation of a stevedore's safety policy or the Port's safety policy. Said report will be in writing and delivered to both the Port Director of Operations and Director of Protective Services. The license holder will cooperate in the furnishing of any and all information requested by the Port.

The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore license as a result of any safety incident at Port Freeport, including whether or not said safety incident results in bodily injury or injury to personal property. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee may recommend to the Board discretion to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

ii. Failure to Comply with Tariff. The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore License for the license holder's failure to comply with the terms of the Tariff, as it exists or hereafter amended. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee has sole discretion to recommend to the Board to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

(7) Automatic Termination of License

For Attempted Transfer of License. A Stevedore License shall not be sold, transferred, assigned or otherwise used by anyone other than the license holder named in the license application. A license holder's Stevedore License shall automatically terminate on the date and time of any attempted sale, transfer, assignment or use of the license by another person or entity.

For Change in Control. Stevedore Licenses are issued upon the assumption that the management and control of the license holder is as stated in the application. In the event of the change of control of a Stevedore License holder, or of that part of a license holder's stevedoring business conducted at Port Freeport's facilities, the license holder's Stevedoring License shall automatically terminate on the date and time of the change.

Change control means, as pertinent to the license holder, the sale of a controlling interest of the stock of a privately held corporation holding the license, or the merger of a privately or publicly held corporate license holder with another corporate entity, or the sale of a controlling interest in a business.

(8) Stevedore Insurance

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Every holder of a Stevedore License shall maintain the following insurance continuously in force and effect:

1. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of \$1,000,000 per occurrence, subject to a \$2,000,000 general aggregate limit, and providing a deductible not to exceed \$25,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
2. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
3. Employer's liability insurance with limits of no less than \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
4. Stevedore's Legal Liability insurance with limits of no less than \$1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.
5. U.S. Longshoremen & Harbor Workers and Texas Workers Compensation at statutory limits and must contain a subrogation waiver in favor of Port Freeport.
6. Umbrella or Excess Liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (8)1, (8)2, (8)3, and (8)4 above, and must name Port Freeport as an additional Insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

All of the listed coverages shall contain a provision to the effect that the insurer shall not cancel or materially amend the policy without first giving Port Freeport thirty days' prior written notice of intent to cancel or amend.

Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents.

Certificates of insurance evidencing that all of the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

(B) Stevedore company employees are subject to all rules and regulations of Port Freeport and those local, state, and federal regulations pertaining to workers and safety. Stevedore companies are responsible for their employee's safety and conduct while working at Port Freeport. Port Freeport must be informed by the stevedore company when any employee is dismissed from work. Dismissed employees must leave Port Freeport premises immediately and remain the responsibility of the stevedore company until they leave.

C) Port Service Charge

A use fee of \$0.40 per short ton of manifested cargo handled will be billed to stevedores. Port Freeport provides clean rest rooms, janitorial supplies, ice, use of roadways, dock aprons, labor parking, maintenance of rail and common areas, dock lighting, plumbing and sewage.

(D) Stevedoring Companies operating at Port Freeport are responsible and liable for all damages to the facilities, equipment and cargos in the sheds. Damages must be reported in writing after each accident.

SECTION FOUR

PORT FREEPORT TARIFF NO. 005

(E) Stevedore companies are responsible for keeping work areas safe and litter free. Machines used by stevedores must be in a safe condition and free from oil or fuel leaks. Stevedore equipment, supplies, and dunnage are not permitted to remain in sheds upon completion of each vessel without permission.

(F) Stevedore companies operating at Port Freeport facilities are required to have a drug and alcohol policy in force when a stevedore license is issued. This policy must include random testing and be available for inspection by Port Freeport when requested.

ITEM 410(I)

PERMITS

Issued: September 1, 2015
Effective: May 1, 2019

(A) WELDING/HOT WORK

Welding, oxyacetylene, electric or other “hot work” at Port Freeport facilities is permitted subject to the conditions set out by the U.S. Coast Guard Captain of the Port and the conditions set out in the Welding and Hot Work Permit issued by Port Freeport. A copy of the permit issued by Port Freeport must be in the possession of the person on the job in charge of the operation and that person must and cause all others to fully comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations. Hot work will not be permitted when conditions are deemed to be hazardous to Port Freeport facilities. Suitable fire extinguishing equipment shall be available in the hot work area ready for instant use.

Service Fee - \$97.00

(B) OVER DIMENSIONAL / OVERWEIGHT CARGO

Handling, lifting, loading, unloading, or in any way moving “Over Dimensional/Overweight Cargo” to / from a Vessel/Barge at Port Freeport facilities shall be subject to a duly authorized Over Dimensional/Overweight Cargo Permit, and any conditions set forth therein. The Over Dimensional/Overweight Cargo Permit shall be approved by Port Freeport Director of Operations or his designee.

A copy of said permit issued by Port Freeport shall be in the possession of the person designated by the Stevedore as responsible for the operation. That designee shall cause all persons involved with the operation to fully comply with all applicable codes, industry standards and safety rules, including but not limited those set forth in the Over Dimensional/Overweight Cargo Permit and this Tariff. Port Freeport retains the right to unilaterally deny an Over Dimensional/Overweight Permit and may require any terms reasonably necessary to ensure the safe movement of Over Dimensional/Overweight Cargo.

Permit Fee - \$570.00

SECTION FIVE

PORT FREEPORT TARIFF NO. 005

SUBJECT: VESSEL REGULATIONS**ITEM 415(I)****DOCKAGE ON VESSELS (*)**

Issued: September 1, 2015

Effective: October 1, 2021

Basis of Charges:

(A) Dockage shall be based on the length overall of the vessel as shown in the most current Lloyd's Register of Ships. Port Freeport reserves, without question, the right to admeasure any vessel when deemed necessary, and use such measurement as the basis of the charge.

Time Begins:

(B) Dockage on all vessels (except as shown herein) shall be charged from the time a vessel makes fast to a wharf or occupies the berth immediately alongside until it is freed from and vacates such berth or wharf. Each succeeding twenty-four-hour period after the actual time of docking shall be considered a full day.

Dockage Rate:

(C) Dockage on all vessels except as otherwise provided in this item shall be charged on the length overall of vessels in feet (meters) shown in Lloyd's Register of Ships and shall be on the following basis:

Length Overall of Vessel in Feet		Rate per Foot Per 24-hour day
<u>Over</u>	<u>Not Over</u>	
0	199	\$3.14
200	399	\$3.98
400	499	\$5.49
500	599	\$7.47
600	699	\$8.74
700	799	\$11.02
800	899	\$13.51
900	And Over	\$15.97

(D) After the 24-hour period, any period of berth occupancy of twelve hours or less will be billed at one half of that day's dockage. Approval or disapproval will be given on an individual ship basis by the Director of Operations.

(E) Barges berthed at the barge dock No. 4 will be charged at a rate of \$192.85 per 24-hour period. No more than two barges are permitted at the barge dock at one time.

(F) Dockage on barges, intercoastal or river barges shall be charged at the length overall (LOA) rate of the vessel, with a minimum of \$192.85 per 24-hour period.

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(G) Any vessel berthed in an unauthorized manner or unassigned berth, without submission and approval of a berth application or that has been shifted without the approval of the Director of Operations shall be subject to a payment of dockage in an amount equal to twice the published rate. Such vessel may be moved at the Director of Operations' request to a properly designated berth without notice at the owner's risk and expense.

(H) Flat rates on supply boats for offshore operations will be billed \$964.34 per day regardless of how many trips in and out (this is a per vessel rate).

(I) Dockage shall not be charged on the following:

1. Government vessels visiting the Port as part of celebrations at the discretion of the Chief Executive Officer.
2. Pleasure craft not carrying passengers for hire, docking to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by the Chief Executive Officer.

ITEM 420(I)

SHED HIRE

Issued: September 1, 2015
Effective: May 1, 2019

(A) This charge will not apply against vessels loading or discharging cargo direct from car, truck or barge to vessel. (Cont'd)

(B) Shed hire shall be charged against a vessel loading or discharging cargo based on the quantity of cargo loaded or discharged as follows:

(1) Up to 500 net tons	\$451.08
(2) 501 to 1,000 net tons	\$631.74
(3) 1,001 to 5,000 net tons	\$836.26
(4) 5,001 net tons and over	\$1216.90

ITEM 425

PILOTAGE RATES

Issued: December 1, 1997
Effective: May 1, 2019

For pilot rates contact:
Brazos Pilots Association
2502 Deep Sea Drive, Freeport, Texas 77541
(979) 233-1120
www.BrazosPilots.com

SUBJECT: SPACE RENTALS, FREE TIME, AND PENALTIES**ITEM 430****CONDITIONS GOVERNING MERCHANDISE**

Issued: December 30, 1993
Effective: October 1, 2020

Port Freeport does not engage in the warehousing of property on its wharves or premises. All property landed or received on the wharves or premises of Port Freeport is thereafter at the risk of the owner. The quoting of penalty rates does not imply that Port Freeport will permit property to remain on its wharves any particular time. Port Freeport reserves the right to remove any or all such property to any other part of the wharves or premises or remove and place in storage elsewhere at the risk and expense of the owner; and Port Freeport may retain possession of the property until all charges are paid in full and may sell the cargo for such unpaid charges in accordance with state law.

Steamships, their owners and agents, or others having property on the wharves or premises shall be required at all times to have a watchman protecting such property.

ITEM 435(C)(I)**FREE TIME**

Issued: September 1, 2015
Effective: November 1, 2017

OPEN OR WAREHOUSE STORAGE: No free time allowance unless otherwise agreed. Arrangements for the use of this facility must be made with the Chief Executive Officer or their designee in advance of cargo arrival at Port Freeport. SEE ITEM 586

ITEM 440**DAMAGE BY EQUIPMENT**

Issued: December 30, 1993
 Effective: November 1, 2017

Equipment with lugs or steel treads must be kept off concrete wharf by suitable mats. The Director of Operations is to specify such protection. Failure to so provide shall make User liable for damages.

ITEM 445(I)(A)**EQUIPMENT CHARGES**

Issued: September 1, 2015
 Effective: October 1, 2021

The following equipment is available for rent with a two- hour minimum rental. Billing shall be assessed in half hour increments beginning at the time of pick-up and rounded to the nearest quarter hour, subject to the following:

- (1) Forklift Machine - 5,000 to 6,000 lb. capacity - \$27.27/hour
- (2) Forklift Machine - 15,000 lb. capacity - \$45.44/hour
- (3) Forklift Machine - Hyster 440/40,500 lb. capacity - \$187.48/hour
- (4) Forklift Machine 8,000 lb. capacity - \$32.95/hour
- (5) Container Handler/ Top Loader - \$185.21 without operator
- (6) Yard Truck - \$42.04/hour
- (7) Power Sweeper - \$42.04/hour
- (8) Street Sweeper - \$162.23/hour – to include operator
- (9) 80' Manlift - \$102.74/hour
- (10) 135' Manlift - \$173.04/hour
- (11) Scissor Lift - \$54.08/hour

(B) PALLETS: Port Freeport will furnish pallets in good order when requested by customers. Pallet use rate is \$1.41 per 2,000 lbs. Before return, user will clean pallets of all foreign material and repair all damaged boards and runners with comparable dimension hardwood. If pallets are not cleaned or repaired, the cost of cleaning and repairing will be assessed to the user plus 20%.

(C) Gantry Crane

User will furnish crane operator. Electricity and maintenance will be furnished by Port. Billing shall be assessed in half hour increments, subject to the following:

1. A rate of \$800.00 per crane per hour with a 4-hour minimum during straight time hours.
2. A rate of 862.50 per crane per hour will apply during over time hours.
3. Ordering or cancelling of Gantry Cranes to be the same as ordering or cancelling of labor.
4. Gang detention expenses caused by gantry crane failure will be administered on the following basis:
 - a. After the first half-hour of gang detention, the Port will credit, upon application, the Vessel Operator's account at the rate of \$140.00 per five-minute increment for each five-minute increment of each gang which is eligible for a credit for gang detention expenses. Any time in excess of a five-minute period which is not a full five minutes will not be credited. The time for each container gang which is entitled to credit for gang detention expenses shall be computed separately and shall not be cumulated. All applications for gang detention must be received within six months of Vessel completion. Applications received after six months will be denied. In the event any party other than the Vessel Operator may be entitled to credit or reimbursement for gang detention expenses, that party shall make application to the Vessel Operator, who

shall be solely responsible for issuing such credit or reimbursing such expenses to the requesting party.

- b. No credits will be given for (1) Gantry Crane failure brought about by abuse by the User of the Gantry Crane. (2) Yard Crane failure, yard congestion, or other operational terminal delays; (3) Service area power failures; or (4) Acts of God.

ITEM 450

REMOVAL OF OBJECTS FROM CHANNEL

Issued: December 30, 1993
Effective: November 1, 2017

Stages and/or save-all nets must be used to prevent cargo or equipment from falling into the channel. In the event contractors, stevedores, Channel, or others responsible do not set stages or save all nets properly, Port Freeport reserves the right to stop loading or unloading of vessel until stages are properly placed. Contractors, stevedores, or others shall be liable for the removal of any articles dropped in basin or channel and Port Freeport reserves the right to remove such articles, on a basis of cost-plus 20 percent, at the expense of contractor, stevedore, or others responsible for the vessel.

ITEM 455

RESPONSIBILITY OF USER ON EQUIPMENT RENTED FROM PORT FREEPORT

Issued: April 17, 2003
Effective: May 1, 2019

(A) All steamships, their owners, agents and stevedores, or others hereinafter called User, renting or using freight handling machinery or equipment on Port Freeport's property, shall be under and subject to the following conditions and charges. The renting or use of Port's property which shall constitute an agreement with Port Freeport to pay such charges and be bound by such conditions.

(B) Condition of, and Responsibility for Leased Equipment:

Port Freeport equipment is presumed to be in good operating condition when turned over to the User; but Port Freeport does not warrant the equipment's condition. Port Freeport's sole responsibility shall be to furnish a mechanic(s) believed to be competent to make repairs if User notifies Port Freeport of a breakdown. Port Freeport will not be responsible for delays caused by breakdown of equipment or other causes. Port Freeport reserves the right to stop operation of equipment at any time to make repairs that appear to be necessary.

(C) By receiving possession thereof, User of Port Freeport's equipment agrees that upon termination of the period of use it will be returned to Port Freeport in the same condition as when received, ordinary wear and tear accepted.

(D) Cranes and/or other equipment is under the User's orders and supervision and User accepts sole responsibility and liability for any damage or injury of whatever nature to property or persons caused by the operation of such cranes and/or equipment, including damages to Port Authority property. User agrees to hold harmless and fully indemnify Port Authority from any and all liability from personal injuries or property damage occasioned by the operations, use or possession of such cranes and/or other equipment. For limits of liability on Port Freeport, see Item 495

ITEM 460⁽¹⁾

USE OF PRIVATELY-OWNED CRANES

Issued: September 1, 2015

Effective: November 1, 2017

Privately owned cranes may be used on the property of Port Freeport by permission of the Director of Operations.

SUBJECT: CHARGES FOR ELECTRIC CURRENT, LIGHTS, ICE AND WATER**ITEM 465****ELECTRIC CURRENT**

Issued: August 30, 1996
Effective: May 1, 2019

Electric Current Supplied: Electric current normally would be supplied direct to users by the Reliant Energy, except in cases where this would be impractical. In such cases, Port Freeport will supply electric current, pursuant to request to and arrangements with Port Freeport's Director of Operations.

ITEM 470**ICE**

Issued: December 1, 1995
Effective: November 1, 2017

Contact the Director of Operations for availability of ice.

ITEM 475^(I)**WATER**

Issued: September 1, 2015
Effective: October 1, 2020

(A) A charge for water shall be made of \$16.25 per 1,000 gallons. Rate may be adjusted as necessary to cover Port Freeport costs.

(B) Minimum sale of water to be \$97.50 per service for ships.

(C) Service Charge:

For each connection - \$56.25

For each connection when on overtime - 103.00

For hoses supplied - \$83.00

(D) A watchman will be required and provided at rate shown for special watchman when water is supplied on overtime.

SUBJECT: MISCELLANEOUS**ITEM 480(I)****PATROL SERVICES**

Issued: September 1, 2015
Effective: October 1, 2021

(A) Vessels calling Port Freeport will be assessed a charge of \$111.00 per day for patrol services.

ITEM 485**INFORMATION TECHNOLOGY FEES**

Issued: December 1, 1995
Effective: October 1, 2020

Port Freeport will assess cyber technology fees as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Radio Communications:

Dedicated Talk Group: \$210.00 annually

Radio Usage Fee: \$8.50 /radio/month

Additional Services:

EOC Datacenter IDF Wall Mounted Device - \$55.00 /month

EOC Datacenter Rack Space - \$110.00/month per 1U
(1.75")

Port Freeport Pair of fiber (From EOC Datacenter to Warehouse) -
110.00/month

Port Freeport will not provide any devices or cables.
Port Freeport will not provide internet services. Please contact your internet service provider.

SUBJECT: SPECIAL SERVICES**ITEM 495****LIMITS OF LIABILITY**

Issued: December 30, 1993
Effective: November 1, 2017

No provisions contained in this tariff shall limit or relieve Port Freeport from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless Port Freeport from liability for its own negligence.

ITEM 500**INCIDENTAL SERVICES**

Issued: September 1, 2015
Effective: October 1, 2021

(A) Any special services not covered in this tariff shall be provided at actual cost-plus twenty percent (20%). The base labor rate shall be \$61.00 per hour per person with one hour minimum.

ITEM 505**TRUCK SCALE**

Issued: September 1, 2015
Effective: May 1, 2019

Port Freeport maintains, for use of its clients, a 70', 200,000 lb. capacity platform truck scale. Port Freeport has Weigh masters licensed by the State of Texas. One copy of weight certificates will be supplied. Charges for use of the scale are:

Charge Per Truck - \$12.00

(A) Due to Texas Statute effective September 1983 forcing additional responsibility and liability on loaders of trucks, effective immediately, when trucks are loaded by labor directly employed by Port Freeport it shall be mandatory those trucks weigh on Port premises before cargo release is given allowing trucks to depart Port facilities.

SUBJECT: LOADING/UNLOADING REGULATIONS**ITEM 515****APPLICATION OF TIME**

Issued: April 17, 2003
Effective: May 1, 2019

All times covered herein apply to guaranteed times. Straight time applies from 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., except on Saturdays, Sundays, and labor holidays. Local Union guarantee shall apply for all call outs.

Overtime applies from 1:00 a.m. to 6:00 a.m., 7:00 a.m. to 8:00 a.m., 5:00 p.m. to 6:00 p.m., and 7:00 p.m. to 12:00 midnight, and on Saturdays, Sundays, and labor holidays.

Double time applies from 6:00 a.m. - 7:00 a.m.; 12:00 noon - 1:00 p.m.; 6:00 p.m. - 7:00 p.m.; 12:00 midnight - 1:00 a.m.

Where fractional hour requires full hour charge, fractional hour straight time or overtime will be applied to fill out fractional hour overtime or double time on a continuous period of operation.

ITEM 520**APPLICATION OF RATES**

Issued: December 30, 1993
Effective: May 1, 2019

The rates named herein apply on the specific commodities and in the specific packaging shown.

ITEM 525**BAD ORDER OR OVERLOADED/IMPROPERLY LOADED RAIL CARS**

Issued: December 30, 1993
Effective: October 1, 2020

All cars placed by the railroad will be accepted as good-order cars and will be loaded or unloaded except that cars improperly loaded will not be handled at regular tariff rates. The person responsible for loading/unloading the car will be called and a special contract entered into covering the unloading of improperly loaded cars.

ITEM 535**LOADING AND UNLOADING TRUCKS**

Issued: December 30, 1993
Effective: November 1, 2017

Motor trucks delivering direct to transit shed or receiving cargo in transit shed shall be charged the loading and/or unloading rates in this tariff unless contractually agreed otherwise.

ITEM 540⁽¹⁾**MINIMUM INVOICE**

Issued: September 1, 2015
Effective: May 1, 2019

The minimum charge for wharfage shall be \$52.50.

ITEM 545**ORDERS AND RELEASE OF RAIL CARS**

Issued: December 30, 1993
Effective: May 1, 2019

Port Freeport does not order or release railroad cars. It is the responsibility of the Tenant, consignee, or cargo owner to order and release from the railroad and notify Director of Operations. All charges are the responsibility of the Tenant, consignee, or cargo owner.

SUBJECT: WHARFAGE APPLICATION, RULES AND REGULATIONS**ITEM 575(I)****BULK COMMODITIES**

Issued: September 1, 2015
 Effective: May 1, 2019

- A. Bulk commodities, dry or liquid, import or export will be charged a wharfage rate of \$0.81 per 2,000 pounds.
- B. Domestic Milled rice that exits the Port via truck or rail will be assessed a rate of \$0.79 per 2,000 pounds.
- C. Crude and/or petroleum products (NOS) of all kinds (including but not limited to methane, LPG, propane, gasoline, diesel, and/or jet fuel) that enter or exit the Port via tank trucks will be assessed a rate of \$22.28 per truck.

ITEM 585**RESPONSIBILITY FOR PAYMENT**

Issued: December 30, 1993
 Effective: November 1, 2017

All vessels and their owners receiving any commodity on a wharf or in a transit shed or loading or unloading any commodity while at a wharf, thereby contract to pay and are responsible for the wharfage on such commodities, at the rate provided herein, to be collected either from vessels, their owners, or their agents.

ITEM 586(I)**TERMINAL USE CHARGES**

Issued: September 1, 2015
 Effective: October 1, 2021

Charges quoted herein are in addition to wharfage when applicable, and such other charges as may accrue under terms of this tariff.

- (A) A terminal use charge of \$52.50 per container unit, whether full or empty, loaded to or discharged from ocean going vessels. Includes 7 days free time and \$5 per TEU per day thereafter on Velasco Terminal.
- (B) A terminal use charge of \$210.00 per loaded railroad car will be assessed on commodities arriving to or departing from Port facilities. Includes 7 days free time and \$15 per car per day thereafter.
- (C) A terminal use charge of \$0.87 per ton will be assessed on commodities handled to or from terminal sheds to or from motor trucks.

(D) A charge of \$3,635.92 per acre or portion thereof will be assessed on a per month basis against cargo landing in designated storage area and / or located on leased space after the lease has been terminated. This includes any commodity / cargo imported, exported and domestic requiring storage on Port facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

Issued October 1, 2021

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Effective October 1, 2021

(E) A charge of \$0.50 per square foot per month or portion thereof will be assessed on a per month basis against cargo landing in designated covered storage area inside warehouse. This includes any commodity /cargo imported, exported and domestic requiring storage on Port facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

(F) A charge of \$4.55 per square foot per month (including electricity) or portion thereof will be assessed on a per month basis for designated office space (when available). The cost of electricity and water shall be included. The cost of internet, telephone and housekeeping shall be the responsibility of the occupant. All other rules within Port Tariff No. 005 will apply. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

(G) A terminal use charge of \$2.27 per ton will be assessed to 3rd parties (stevedores/terminal operators) using Port facilities on commodities handled to or from ocean containers to or from over the road trucks (also known as a swing/trans load/ transfer), to or from rail cars, for the use of port truck dock facilities or port rail sidings. This will also apply to commodities handled for USDA and CBP Inspections.

ITEM 600

GENERAL RULES & REGULATIONS ON CONTAINERS, CONTAINERIZED & RO-RO CARGO

Issued: December 1, 1996

Effective: October 1, 2021

Facility use and services will be provided at tariff rates, rules and regulations equal in terms and applications to all users. Use of the facilities shall constitute a consent to conditions herein contained, evidencing thereby agreement on the part of all vessels, roll-off cargo their owners and agents, and other users however described to pay all charges specified and be governed by all such rules and regulations. Except as to these specific provisions provided in this Section, governing rules, regulations, and charges are set forth in other portions of this tariff. Stevedoring services, cargo handling rates and charges are provided by others and are not included as part of this tariff.

ITEM 625(I)

WHARFAGE ON CONTAINERS

Issued: September 1, 2015

Effective: October 1, 2021

Wharfage on all containerized cargo or empty containers moved through the terminal:

\$3.30 Per 2,000 Pounds

(A) This charge is assessed on the gross weight of the container whether full or empty container and is in addition to all other applicable charges.

(B) Containerized cargo received into Port Freeport's Container Terminal by rail or truck, and

(C) subsequently forwarded from the terminal by rail or truck for movement beyond Port Freeport, is subject to the wharfage charge applicable on export or import containerized cargo.

SECTION TWELVE PORT FREEPORT TARIFF NO. 005

ITEM 635^(I) **WHARFAGE CHARGES**

Issued: September 1, 2015
Effective: October 1, 2021

All commodities not otherwise specified shall be charged a wharfage rate of”:

WHARFAGE N.O.S. \$2.75 per 2,000 lbs.

ITEM 640^{(A)(I)} **RORO CARGO**

Issued: September 1, 2015
Effective: October 1, 2020

NEW AND USED PASSENGER VEHICLES WHARFAGE: \$7.67 PER UNIT
ALL OTHER RORO CARGO WHARFAGE: \$4.33 PER TON

CARGO THAT ARRIVES INTO THE PORT AND DEPARTS THE PORT NOT ON A VESSEL:

PASSENGER VEHICLES AS PER ABOVE:
\$15.33 PER UNIT TRANSIT FEE / \$2.88 PER UNIT SECURITY FEE

ALL OTHER RORO CARGO:
\$8.65 PER TON TRANSIT FEE / \$9.17 PER UNIT SECURITY FEE

ITEM 710^(I) **RICE**

Issued: September 1, 2015
Effective: October 1, 2021

WHARFAGE: \$2.54 per 2,000 lbs.

ITEM 720^(I) **PROJECT CARGO – NOT SPECIFIED**

Issued: September 1, 2015
Effective: October 1, 2021

Project cargo will be charged a wharfage rate of \$2.75 per 2,000 pounds or 1 CBM (1 cubic meter) whichever is greater.

SECTION TWELVE PORT FREEPORT TARIFF NO. 005

ITEM 721⁽¹⁾

WIND POWER GENERATION CARGO

Issued: September 1, 2015

Effective: October 1, 2021

Wharfage \$2.75 per 2,000 pounds or \$1.75 per CBM whichever is greater

This item covers all wind components and related parts shipments, including but not limited to blades, tower sections, nacelles and nose cones.

SECTION THIRTEEN PORT FREEPORT TARIFF NO. 005

ITEM 724_(A)
TEMPORARY DREDGE PIPELINE RIGHT OF WAY CHARGES

Issued: September 1, 2015
Effective: May 1, 2019

Licenses: For Temporary Dredge Pipelines
Application fee of \$541.06 (20 years) in addition to pipeline fees listed below:

Note: A minimum \$5,100.00 refundable deposit for potential damages due to temporary dredge pipeline placement will be required at the time of application. Such deposit will be refunded subject to final inspection after temporary dredge pipeline has been removed. Port Freeport reserves the right to request a greater deposit based on the estimated length of temporary dredge pipeline. The term of the license shall terminate the earlier of the following dates: 1) completion of the project or 2) one (1) year from the date the access agreement is executed. This item does not apply to pipelines carrying any other substance than dredge materials.

Description: For temporary dredge pipeline installations along, across, under or within railroad right-of-way, submerged lands and other properties.

- A) Pipeline not over 8" diameter
\$3.00 per LF per pipe
- B) Over 8" but not over 16" diameter
\$4.15per LF per pipe
- C) Over 16" but not over 32" diameter
\$7.95 per LF per pipe

For Qualification for Pipeline License and Application please click here:
http://www.portfreeport.com/forms_new.asp



1100 CHERRY ST. • FREEPORT, TX 77541
(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 373-0023
WWW.PORTFREEPORT.COM

DATE: September 17, 2020

SUBJECT: Canine Detection Services RFP Summary

Purpose

Port Freeport is seeking a contractor to provide canine detection services for narcotics, explosives, firearms, and currency. The primary focus of this mission is to locate contraband and explosives prior to entering commerce or the community. Additionally, we want to create a visual deterrent to discourage the criminal element from attempting to transport contraband and/or explosives through Port Freeport while providing a safe work environment for our staff and Port users.

The scope of this project includes canine screening for 390 hours per year (65 onsite visits) for three (3) years starting October 1, 2021 and ending on September 30, 2024.

Request for Proposal

The core requirements within the Request for Proposal (RFP) included:

- The contractor shall be capable of detecting narcotics, explosives, and firearms on each scheduled day unless advised by Port Freeport to bring a specific canine capability.
 - Prior to November 30, 2021, the contractor shall be cable of detecting circulated and uncirculated US currency on each scheduled day unless advised by Port Freeport to bring a specific canine capability.
- In the event a canine becomes unavailable, the contractor shall be able to bring a back-up canine with the same capabilities.
- No patrol canines (i.e., bite dogs) will be permissible.
- The contractor is responsible for providing kenneling when on site.
- Handlers assigned to the contract shall have a Transportation Worker Identification Credential (TWIC).
- The contractor shall have at least 2 years of experience working canines in a Maritime Transportation Security Act (MTSA) environment.
- The contractor shall directly provide the K9 detection services (i.e., no subcontractors).

An announcement for the Request for Proposal (RFP) was posted in the Facts on August 17th and August 24th.

PORT COMMISSION

JOHN HOSS, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; DAN CROFT, SECRETARY; ROB GIESECKE, ASST. SECRETARY;
RAVI K. SINGHANIA, COMMISSIONER; SHANE PIRTLE, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

Additionally, copies of the RFP were sent to the following canine detection services:

- InterQuest K9
- Seal Security
- Focuss Services
- Covenant K9 Detection Services
- Worldwide Canine
- Houston K9 Academy
- CDS K9

A reminder email was sent to the above listed firms on August 30th.

The bid opening was on August 31st at 1:00PM at the Port Freeport Emergency Operation Center. Covenant K9 Detection Services and Worldwide Canine submitted proposals.

Request for Proposal Summary

The information below summarizes the RFP results:

- InterQuest K9
 - They did not submit a bid, because they did not have the capability to detect explosives, firearms, or currency
 - They did not have a Class C security license
- Seal Security
 - Did not submit a quote
- Focuss Services
 - They choose not to bid, because of the lack of maritime experience and currency detection capabilities
- Covenant K9 Detection Services
 - Rate: Year 1 = \$175/hour; Year 2 = \$200/hour; Year 3 = \$225/hour
 - Travel Rate: Year 1 = \$0/trip; Year 2 = \$0/trip; Year 3 = \$0/trip
 - Annual Cost: Year 1 = \$68,250; Year 2 = \$78,000; Year 3 = \$87,750
 - 3 Year Contract Total: \$234,000

- Worldwide Canine
 - Rate: Year 1 = \$125/hour; Year 2 = \$135/hour; Year 3 = \$150/hour
 - Travel Rate: Year 1 = \$80/trip; Year 2 = \$80/trip; Year 3 = \$80/trip
 - Annual Cost: Year 1 = \$53,950; Year 2 = \$57,850; Year 3 = \$63,700
 - 3 Year Contract Total: \$175,500
 - Did not have a Class C state license – They have a Class A (Private Investigator)
 - Submitted false information in their proposal
- Houston K9 Academy
 - Did not submit a proposal
- CDS K9
 - Did not submit a proposal