

## AGENDA

**Port Freeport  
Port Commission  
Regular Meeting**

**Thursday, September 28, 2023, 1:00 pm - 5:00 pm**

**In Person & Videoconference - Administration Building - 1100 Cherry Street - Freeport**

**This meeting agenda with the agenda packet is posted online at [www.portfreeport.com](http://www.portfreeport.com)**

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." A quorum of the Port Commission, including the presiding officer, will be present at the Commissioner Meeting Room located at 1100 Cherry Street, Freeport, Texas. The public will be permitted to attend the meeting in person or by videoconference. The videoconference is available online as follows:

**Join Zoom Meeting**

<https://us02web.zoom.us/j/84963285171?pwd=RFIxdEpCNzVuTGJlODIsQVpQU0Q1Zz09>

Meeting ID: 849 6328 5171

Passcode: 012720

**Dial by your location**

• 1 346 248 7799 US (Houston)

Meeting ID: 849 6328 5171

Find your local number: <https://us02web.zoom.us/j/koXsAM3ub>

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. Safety Briefing.
6. Call to identify and discuss any conflicts of interest that may lead to a Commissioner abstaining from voting on any posted agenda item.
7. Public Comment. (Public comment on any matter not on this Agenda will be limited to 5 minutes per participant and can be completed in person or by videoconference.)
8. Public Testimony. (Public testimony on any item on this Agenda will be limited to 5 minutes per agenda item to be addressed per participant and can be completed in person or by videoconference. The participant shall identify in advance the specific agenda item or items to be addressed.)
9. Approval of minutes from the Special Meeting held September 14, 2023.
10. Receive reports from Executive Staff on activities and matters related to 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. Director of Engineering
  - C. Director of Operations
  - D. Director of Business & Economic Development
  - E. Chief Financial Officer
11. Approval of financial reports presented for the period ending August 31, 2023.

12. Receive report from Commissioners on matters related to Port Commission related meetings or conferences, Port presentations and other Port related matters.
13. Approval of proposed adjustments to Port Freeport Tariff No. 005.
14. Discuss and consider proposals received for two (2) new gantry cranes.
15. Approval of a Third Amendment to the Second Lease Agreement between Port Freeport and Vulcan Construction Materials, LLC.
16. Discuss and consider approval of a Resolution Establishing Permitting Procedures Pursuant to HB 5336, 88th Legislative Session for Port Freeport.
17. Approval of a Professional Services Agreement with SAFEbuilt Texas, LLC for building code plan review and code inspections for the new Fruit Transfer Facility project, for an amount not to exceed \$50,000.
18. Approval of a Blanket Gas Easement to CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations for VW Development.
19. Approval of an Easement to Velasco Drainage District for levee easement on the East River Levee.
20. Discussion regarding request for creation of Reinvestment Zones for Del Monte terminal improvements and proposed fruit transfer facility.
21. Adoption of a Resolution approving the acceptance of the Port's portion of proceeds received from high bidders on delinquent tax property held in trust by Brazoria County, Texas and authorizing the Chairman to join in conveyance to high bidders.
22. Discuss and consider appointment to fill vacancy on the Board of Directors of the Brazos Harbor Industrial Development Corporation.
23. Discussion regarding proposal for term limits (two elected 6-year terms) for Port Commissioners.
24. Discuss Strategic Planning Workshop agenda.
25. 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 under Government Code Section 551.071(1) (to seek or receive attorney's advice on pending or contemplated litigation).
    2. Consultation with attorney under Government Code Section 551.071(2) (to seek or receive attorney's advice on legal matters that are not related to litigation).
  - B. Under authority of Section 551.087 (Economic Development Negotiations or Incentives):
    1. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.
      - i. Business and Economic Development Reports.
    2. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
  - C. Under authority of Section 551.072 (Deliberation of Real Property Matters) for discussion regarding:
    1. 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, 7 and 8.
    3. The potential exchange, lease, or value of real property located at Port Freeport, including but not limited to Parcels 6, 7, 14, 19, 27 and 34.
  - D. 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.
  - E. 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, Chief Financial Officer, and Executive Assistant.

26. RECONVENE OPEN SESSION:

27. 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.



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Phyllis Saathoff, Executive Director/CEO  
**PORT FREEPORT**

*In compliance with the Americans with Disabilities Act, the District will provide for reasonable accommodations for persons attending its functions. Requests should be received at least 24 hours in advance.*

# Minutes of Port Commission Special Meeting

## September 14, 2023

### In Person & Videoconference

A Special Meeting of the Port Commission of Port Freeport was held September 14, 2023, beginning at 1:03 PM at the Administration Building, 1100 Cherry Street, Freeport, Texas.

**This meeting agenda with the agenda packet is posted online at [www.portfreeport.com](http://www.portfreeport.com)**

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." A quorum of the Port Commission, including the presiding officer, will be present at the Commissioner Meeting Room located at 1100 Cherry Street, Freeport, Texas. The public will be permitted to attend the meeting in person or by videoconference.

Join Zoom Meeting

<https://us02web.zoom.us/j/83121717119?pwd=eldOOVFjMncwZmxEckxMTUdNMW9TUT09>

Meeting ID: 831 2171 7119

Passcode: 476808

Dial by your location

• +1 346 248 7799 US (Houston)

Meeting ID: 831 2171 7119

Find your local number: <https://us02web.zoom.us/u/kdduy70pNO>

Commissioners present in person:

Mr. Ravi Singhania, Chairman  
Mr. Rob Giesecke, Vice Chairman  
Ms. Barbara Fratila, Secretary  
Mr. Kim Kincannon, Asst. Secretary  
Mr. Rudy Santos, Commissioner  
Mr. Dan Croft, Commissioner

Staff Members Present:

Mr. Grady Randle, Randle Law Office  
Ms. Phyllis Saathoff, Executive Director/CEO  
Mr. Rob Lowe, Director of Administration/CFO  
Mr. Jason Hull, Director of Engineering  
Mr. Al Durel, Director of Operations  
Mr. Chris Hogan, Director of Protective Services  
Mr. Jason Miura, Director of Business & Economic Development  
Mr. Mike Wilson, Director of Economic Development & Freight Mobility  
Mr. Brandon Robertson, Director of Information Technology  
Ms. Missy Bevers, Executive Assistant  
Ms. Mary Campus, Controller  
Mr. Jesse Hibbetts, Operations Manager  
Ms. Tricia Vela, Public Affairs Assistant  
Mr. Jim Perouty, Safety Technician  
Ms. Bailee Pavlovsky, Accounting Clerk

Also, present:

Mr. Terry Cummins, Vulcan Construction Materials

Ms. Emily Hanson, The Facts  
Mr. Sammy Chambless  
Mr. George Matamoros, Freeport City Council

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Roll Call – Commissioner Singhania noted that all Commissioners were present in the board room.
3. Call to identify and discuss any conflicts of interest that may lead to a Commissioner abstaining from voting on any posted agenda item.

There were no conflicts noted by Commissioners.

4. Public Comment – There were no public comments.
5. Public Testimony – There was no public testimony.

At this time, Commissioner Singhania asked Mr. Jim Perouty, Safety Technician to give a safety briefing. Mr. Perouty noted that on September 12, 2023, Port Freeport extended its number of days without a lost time accident to 1711 which equates to 245 weeks and 57 months. He also touched items around your home to service with the changing of seasons.

6. Approval of minutes from meetings held August 24, 2023 and August 30, 2023.

Commissioner Giesecke noted that in the August 24 minutes, item 17, the 2022 tax rate should read \$0.035000, not \$0.35.

A motion was made by Commissioner Santos to approve the minutes with correction to the August 24 minutes. The motion was seconded by Commissioner Croft with all Commissioners present voting in favor of the motion.

7. Conduct workshop regarding Fiscal Year 2023/2024 Budget for Port Freeport.

Mr. Lowe first noted staff previously met August 3 with the Finance Committee to discuss revenues, August 15 with the Capital Planning Committee to review the capital plan, August 16 with the Personnel Committee to review personnel and a full board workshop was held August 30. Staff will present the budget again today with anticipation of budget approval. Mr. Lowe noted the board made several recommendations regarding minor changes to details of the worksheets but did not affect the bottom line. The graphs on the first slide shows the budget summary broken down into source of funds and use of funds with the latter anticipating \$86.2 million of funding with port capital the largest category at \$52.6 million, operating expenses at \$16 million, GO debt service at \$4.6 million and revenue debt service at \$12.9 million. Source of funds equals \$86.192 million with operating revenues of \$45.7 million, investment revenue of \$3.8 million, ad valorem taxes of \$3.5 million, grant revenue of \$19.1 million and finally cash from reserves which is the Port's existing cash balance as opposed to a designated reserve account, is \$13.9 million. For the year, operating revenues are planned at \$45.7 million with operating expenses at \$28.2 million which produces an operating profit of \$17.5 million with an operating margin of 38%. An increase in net assets of \$31.9 million is

anticipated. Planned capital expenditures amount to \$51.6 million plus \$950 thousand contributed to others for a total of \$52.6 million. The interest on the debt service amounts to \$11.1 million. The revenues pie chart mirrors what Mr. Lowe covered in the previous slide with the exception of the piece that represents reserves which is from the current cash flow but are in line with what has been covered. The \$45.7 million operating revenue that's based on tonnage of 18.8 million tons and 495 ship calls. Volumes are up 58% over 2023 forecast primarily due to Freeport LNG resuming full operations. Mr. Lowe noted the Port came into the year budgeting 14.7 million tons and 483 ship calls. Lease revenues are nearly flat year over year with a 1% increase. For the ad valorem taxes, the Commission has proposed a tax rate with a zero M&O rate and debt service rate of \$0.016007 which would generate \$3,637,373. Minus administrative fees, the net to the budget is \$3,566,500. As previously discussed, the Commission will have an annual decision whether it wants to designate any funds to encumber toward that specific year's debt service burden. The tax levy projection slide does not include that, rather it shows the rate it would take to pay for the full debt service burden through 2030. Operating expenses total \$28.2 million with depreciation, personnel and business insurance categories making up 75% of the plan. If you add in security services which is part of the professional services, it moves it to approximately 82% of the plan. Mr. Lowe noted that each one of the above items (depreciation, personnel and business insurance) are brought to the Commission annually and as noted previously, anything over \$25,000 must come to the board for approval. Port salaries, wages and benefits budget includes a 5% increase that would be administered through a hybrid model of a uniform adjustment across all personnel and an additional amount from the same 5% to be allocated based on individual performance and merit. Additionally, the budget includes the filling of three approved positions that are vacant and \$40,000 in available market adjustments. There is a 10% increase forecasted in group health insurance premiums and 6% in vision and dental. Professional Services is budgeted at \$3.1 million with security service fees taking up two-thirds of the category, is a decrease over the 2023 forecast of 3% or \$87 thousand. This category also includes surveying, environmental consulting, federal and state level government liaisons, port planning services, grant related assistance, building code review services and records management permanent archives. Training, Travel, and Promotional is budgeted at \$844,500 which is an increase of \$325 thousand over 2023 forecasted. Mr. Lowe noted the largest item in this category is website redevelopment which is carried over from FY23. Commercial events participation included to continue to promote the Port's multi-modal facilities for containerized cargo, Roll On/Roll Off cargo, and breakbulk cargo. Also included is advertising in targeted publications, sales travel, government relations travel, community events that include four CAP meetings and training that focuses on professional development. Utilities is budgeted at \$964 thousand which is an increase of \$158 thousand or 20% over the 2023 forecast. This includes an increase in the City of Freeport water and sewer rates by 12%. In addition, the current electricity contract will expire 12/31/23 and an increase of 25% is anticipated. Business insurance has a budget of \$2.6 million which is an increase of \$685 thousand or 35% over the current forecast. Other services and charges is budgeted at \$555 thousand and is an increase of 13% over the current forecast. This category includes IT contracted services, AAPA dues, port-a-cans and hand wash stations as well as property lease expense (railroad). Mr. Lowe noted that this category also includes the maintenance for the NOAA Ports System that was previously funded by Freeport LNG for the last two years. Maintenance and repair budget is \$1,437,200 which is an increase of \$39 thousand or 3% over 2023 forecasted. Special projects include a carryover from FY 2022 for Administration building major maintenance (\$300,000), terminal operations maintenance (\$464,000) which is primarily driven by the cranes. Depreciation expenses is the result of the capital plan that is already approved and executed with Berth 8 and the Ro/Ro ramp coming online, staff estimates a \$12.2 million budget which is an increase of \$3.3 million or 37% over 2023.

Regarding debt interest and fees, the slide shows the General Obligation Bonds issued in 2019, 2021 and 2023 as well as the call dates for each followed by the Senior Lien Refunding Bonds 2013A and then revenue bonds series through 2021 for a total principal and interest for GO and revenue bonds of \$17.5 million. The Port's Capital Expansion Plan totals \$52.6 million which is broken into four strategic initiatives with the largest share being the continued buildout of the port's container handling facilities and general port infrastructure. Crane expenses of \$4.8 million are included in this category. Mr. Lowe also shared a look at the projects by funding in a pie chart. Commissioner Singhania noted the 1% capital improvement reserve is the \$18.1 million M&O equivalent money the Commission previously approved to be put into the reserve. Finally, the capital by funding slide has been slightly altered to show what portion is grant funded and the match of the Port which equals about 60% of the total capital funding for FY 2024. Cash flow or general reserve funded of 30% or \$15.7 million, \$4.8 million or 9% of payment number one for new cranes (if approved) and finally \$750 thousand from the capital reserve fund for any dredge related work.

Commissioner Giesecke thanked staff for including the dollar figures on the pie charts as it's very helpful to the Commission in understanding the budget. Commissioner Singhania agreed.

Commissioner Santos also thanked the staff for preparation of the budget and hard copy.

Ms. Campus thanked staff for all their help stating it's an accumulation of all departments submitting numbers and reviewing the entire budget adding it's a good solid budget that promotes the Port's growth and infrastructure as well as supporting maintenance and upkeep of facilities.

Mr. Lowe thanked Ms. Campus and staff for all their efforts in preparing the budget as well as the board's feedback to continue to improve the presentation.

Likewise, Commissioner Singhania complimented Mr. Lowe, Ms. Campus and the accounting staff for a job well done as well as the other departments for getting the budget completed.

#### 8. Adoption of the FY 2023/2024 Budget for Port Freeport.

Mr. Lowe recommended approval of the budget presented.

A motion was made by Commissioner Giesecke to adopt the budget as presented. The motion was seconded by Commissioner Kincannon with all Commissioners present voting in favor of the motion.

#### 9. Adoption of a Resolution setting the 2023 Tax Rate for Port Freeport.

Mr. Lowe stated the Port Commission made a tax rate proposal of zero M&O rate and a tax rate of \$0.016007 on each \$100 valuation for debt service which was posted publicly. Staff recommends the Commission move forward with a motion to adopt the budget previously proposed at the rates stated, for a total combined rate of \$0.016007.

A motion was made by Commissioner Giesecke to adopt the proposed rate of zero for maintenance and operations, \$0.016007 per \$100 for payment of principal and interest on debts of the Port, for a total tax rate \$0.16007 per \$100 valuation. Commissioner Singhania corrected Commissioner Giesecke to state a total tax rate \$0.016007. The motion was seconded by Commissioner Kincannon. Commissioner Giesecke then noted this will be the

largest tax cut in Port Freeport history, both in terms of the percentage of the rate to the total dollars collected and the percentage change in dollars collected. The following votes were taken...

*Commissioner Santos – No*

*Commissioner Fratila – Aye*

*Commissioner Giesecke – Aye*

*Commissioner Kincannon – Aye*

*Commissioner Croft – Aye*

*Commissioner Singhanian – Aye*

The motion passed 5-1. Commissioner Singhanian commented that this is really a historic moment for Port Freeport. It reflects all the hard work that present and past employees, present and past commissioners have done now for 98 years to bring this, maybe to the point that it can self-support from the revenue generated by Port tenants and their operations. It took a lot of work and I believe the taxpayers will also understand what their money has done for this area, it was not just wasted away. What we see today is because of what the taxpayers, the legislator trusted in creating this body and supporting this over the last 98 years. Now we have come to this stage where we can not only support our day-to-day operations, but do more things, ready to do that thing and we'll be doing it. We will be long gone; new commissioners will be here, and new staff will be here. More wonderful things will come because when you talk about percentage increase when your base changes. That's the beauty of all this. I'm very proud that we are here in person to be part of this moment. He thanked everyone for a job well done and what has been accomplished together.

Commissioner Giesecke echoed Commissioner Singhanian thanking staff for bringing in the revenue and keeping the lid on expenses so this could be done.

10. Approval of a Foreign-Trade Zone Operator Agreement between Port Freeport and Volkswagen Group of America, Inc.

Ms. Campus stated that Port Freeport is a sponsor of Foreign-Trade Zone #149 which encompasses both Brazoria and Fort Bend Counties. She explained that the purpose of the foreign-trade zone is to provide a duty equalization benefit to companies that will delay, defer or reduce the duties of the goods they are bringing into the United States adding that it's a very useful tool for manufacturing. She gave an example of tv components which are subject to duties to the U.S. government but once it's all assembled as a tv, it can be subject to a different lower duty so there are savings or sometimes total elimination of the duties if managed through a foreign-trade zone. Volkswagen has requested to become an operator for their foreign-trade zone under the Port's magnet site (base site). They want to designate their entire site at Parcel 14 as a foreign-trade zone. As they bring cars in, they want to manipulate them, and it will defer the payment of duties until the car leaves the zone and entered into the U.S. She further explained that they might bring in cargo that is never entered into the U.S. as the Port may just be a stop off point, and they wouldn't have to pay duties. The term of the agreement is for five years and is dated July 1, 2023; however, it will not be activated until they move cargo which is anticipated to be February 2024. After five years, the agreement will go month-to-month. A 90-day cancellation provision is included in the agreement for the first year but after that, they cannot cancel. The Port can cancel the agreement if they breach the contract. Ms. Campus stated this is a good benefit to Volkswagen and will streamline their processes and relationship with Customs & Border Protection in bringing in automobiles and paying the duties.



Commissioner Kincannon confirmed the agreement will not be activated until February or until Volkswagen actually has cargo.

Commissioner Giesecke then confirmed that Volkswagen won't actually be paying less duties than if they were bringing in the completed vehicles. Ms. Campus stated that she understands they are not manufacturing the vehicle, they are just going to add a radio or the proper language of the owner's manual, etc. It will put them on a level playing field with all the other companies allowing them to be able to bring in automobiles with the Port as a stopping point where they would not have to pay duties on the cars that are ultimately going somewhere else. This will affect their inventory tax since Texas has an inventory tax that is assessed in January every year. Depending on the inventory any company has (not just Volkswagen), it could exempt them from inventory tax. Ms. Saathoff clarified the Port has been using the program since the late 80s and whatever has been entered into and admitted into the FTZ would be exempt from tax on January 1. They could have other inventory that is not admitted into the zone, and it would still be subject to normal ad valorem taxation. If it's admitted into the zone, it's considered outside the territory of the United States therefore it's not eligible to be taxed in the U.S. because it hasn't technically been entered. Commissioner Santos added that it's an interesting process for how they deliver the vehicles as it basically comes in a shell, and they add different options/components stating that he and Commissioner Singhanian had the opportunity to visit the plant in Baltimore to experience the process.

A motion was made by Commissioner Santos to approve the agreement as presented in order to help Volkswagen out. The motion was seconded by Commissioner Croft with all Commissioners present voting in favor of the motion.

11. Discuss and consider a Third Amendment to the Second Lease Agreement between Port Freeport and Vulcan Construction Materials, LLC.

Mr. Miura stated that Terry Cummins, Vice President of Gulf Coast Operations for Vulcan Construction Materials is in the audience. Mr. Miura then read from the memo submitted for the record. Staff presented the enclosed memo and letter from Vulcan Construction Materials to the Finance Advisory Committee on July 11, 2023. The direction from the Finance Advisory Committee was for Vulcan to meet with the City of Freeport about their request to ensure the city was comfortable with the request to obtain a standard permit for the portable HMA batch plant on Parcel 14. Vulcan attended a City Council meeting met with members of the City Council. Vulcan invited the members of City Council to view the batching operation. Mr. Miura then shared the memo submitted to the Finance Advisory Committee as well as the letter received from Vulcan on May 17, 2023, requesting permission to seek a TCEQ standard asphalt permit. Staff seeks the Port Commission's confirmation to begin working on an amendment to the Lease Agreement between Port Freeport and Vulcan Construction Materials that permits Vulcan to obtain a standard permit for the portable HMA batch plant on Parcel 14. Commissioner Singhanian inquired about the response Vulcan received from their visit with City Council. Mr. Cummins explained that Vulcan had reached out to the mayor and city manager multiple times in an effort to get them to visit the site but weren't able to do so. Vulcan met with them at a city council meeting with Mayor Bass and explained they were wanting to obtain a standard permit (submit through the Port) that would allow multiple jobs to be done through the plant other than what the current permit allows which is one single project at a time. Mayor Bass indicated to them that he didn't have a problem moving forward with it but would reach out with Mr. Caskey to discuss as well. They also met with George Matamoros (Freeport Councilman over the area of the plant) to tour the plant and surrounding

areas with Vulcan and received positive feedback. Mr. Matamoros indicated that he had as much a personal curiosity in the plant and its affects as he did for his constituents as he has a daughter who goes to the elementary school across the street from the plant. After touring the plant and surrounding area, he stated that he would support Vulcan's effort and would not vote against it. Commissioner Giesecke stated that he's had pretty extensive conversations with 3 of the 4 city council members as well as Mayor Bass stating that there are still some concerns on their part because it's new and they're operating on a temporary permit so the runs are fairly limited versus what they would be doing running full-time operations and selling to multiple customers under the standard permit. He went to say that the Port wants to be a good neighbor to the City, but they also don't want to inhibit Vulcan understanding that it must be frustrating seeing 100+ acres of asphalt being laid down across the fence and not being able to bid on it. Commissioner Giesecke told the council members that he would propose an amendment to the lease so that the standard permit HMA has a permitted use for a period of one year and then look at extending it, just to go slow, address their concerns and move forward in getting Vulcan up and running with the standard permit as quickly as Vulcan can move while telling the city it will still be monitored to ensure everything is okay under the standard permit. Mr. Cummins stated that Vulcan would be amenable to that but indicated there's still a lot more capital investment that has to be done to have a longer-term footprint to be able to sustain multiple projects which means a lot more capital investment for Vulcan. Commissioner Giesecke also inquired about a berm previously discussed along the west and northern side of the property. Mr. Cummins stated that a buffer zone (earthen berm) between the Vulcan yard and bird sanctuary was discussed and agreed upon with Mayor Brooks at the initial meeting however they didn't want to put it in temporarily only to tear it out for the extension. It's still in the plan and will be complete once the plan is signed off on. Commissioner Giesecke stated that he wants a commitment from Vulcan and doesn't want to be in a position where they agreed to do something, and it doesn't get done. Mr. Cummins assured him it would be done as soon as it's signed off on. He would like to do it all at once but if it will be a while before a long-term agreement is approved, he will move forward with parts of it now, estimating it would be done by first quarter next year, depending on weather. Mr. Hull pointed out that because the area has been in an extended drought, anything that would have been planted in the last few months, would not have made it. Commissioner Croft noted the Port would benefit long-term from having the Vulcan plant nearby with some of the expansion plans, adding that the abbreviated one-year deal, keeping them in line, but at the same time the Port has a need for a facility like that on a long-term basis. He isn't opposed to one-year but also isn't opposed to a longer term, given Vulcan's history and reputation. Commissioner Croft added that he understands Vulcan's standpoint that their wanting to make capital improvements but also doesn't want to commit to a lot of money on a one-year deal stating that one year is cutting them short. Commissioner Giesecke stated that he doesn't envision this being only one year, his commitment and conversation with the city council members is the Commission would do a relatively short-term trial run. His concern is that Vulcan has been operating under a temporary permit with fairly limited runs with the weather conditions may or may not what you see when you're operating every day serving a wider customer base and he just wants to see that operational history so they can say with all certainty it's not going to be a problem for the citizens. He wants to be a good neighbor and be able to tell the City they saw the evidence before a longer-term permission. Commissioner Croft stated that he personally feels like the evidence is there in how the company performs throughout the nation and just gauging them on one location isn't a fair assessment. Mr. Cummins stated that while he understands Commissioner Giesecke's concerns, Vulcan does have locations all across the country with some of the Commissioners visiting the Lockwood location in Harris County. He stated that if any smells are noted, it will be from where they are laying asphalt, from the trucks and pavement layers as that's where the heat is at that's exposed to the atmosphere. Additionally,

Vulcan is federally regulated by TCEQ and will be shut down if they are not following protocols. He understands the sensitivity to the point of saving the Port money but also help reduce costs for County and City projects noting that even if the projects are for them, it means more aggregate trains Vulcan will bring in through the rail facility which creates more revenue for the Port. The overall positive benefits is for everyone involved for this project to go through and be sustainable for a long period of time. Commissioner Santos commented that most of the time, these projects also benefit the taxpayers. Mr. Cummins agreed adding there will be a significant savings in transportation cost alone with the facility locally versus hauling product from other plants. Commissioner Giesecke commented that his position all along has been that there would not be an impact to the residents, but he can't prove it. This is why he wants to have Vulcan operate under the temporary permit to prove it up and see what the offsite impacts are. He further stated that if after 6-8 months of operation, everything is fine, the Port can amend the lease to extend it then. He feels confident that everything is going to be fine, and it will be a benefit to the Port, City and County and everyone buying asphalt. While Mr. Cummins understands, he wants Commissioner Giesecke to understand Vulcan's position as well for their investors to support a project when they don't have the commitment in an agreement. Commissioner Santos agreed the Port needs to be a good neighbor and likes to take things slow, so he supports a one-year agreement but also likes the caveat that after 6-8 months revisit the operation.

A motion was made by Commissioner Giesecke to amend the lease agreement to allow acquisition of a standard permit for a period not to exceed one year and will revisit prior to the one-year mark. The motion was seconded by Commissioner Santos with all Commissioners present voting in favor of the motion.

12. Discuss and consider an Amendment to the Interlocal Agreement between Port Freeport and the Texas Department of Transportation.

Mr. Miura stated that on August 24, 2023, the Port Commission approved a resolution authorizing execution of an Interlocal Agreement between Port Freeport and Texas Department of Transportation for the heavy lift corridor. After approval of the resolution, TxDOT advised they inadvertently excluded Attachment F from the final agreement that was presented to the Port Commission. The attachment includes information regarding information resources and security requirements and has been reviewed by legal counsel and found to be in order. Staff recommends approval of an amendment to the Interlocal Agreement with Texas Department of Transportation to include Attachment F, and to authorize Phyllis Saathoff, Executive Director & CEO of Port Freeport to execute said amendment. Mr. Miura further stated the Commission is not approving an amendment today but approving staff to enter into an amendment to include Attachment F to the Interlocal Agreement and authorize Ms. Saathoff to execute which was provided for in the original resolution. Commissioner Singhanian confirmed that TxDOT did not include Attachment F and now wants it included. Commissioner Fratila commented that 8 pages is rather significant to forget to attach to an agreement noting it was revised April 12, 2023, and a bit sloppy (by TxDOT) to have an 8-page document forgotten.

A motion was made by Commissioner Giesecke to amend the agreement to include Attachment F. The motion was seconded by Commissioner Kincannon with all Commissioners present voting in favor of the motion.

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) for discussion regarding:
  - 1. Consultation with attorney under Government Code Section 551.071(1) (to seek or receive attorney's advice on pending or contemplated litigation).
  - 2. Consultation with attorney under Government Code Section 551.071(2) (to seek or receive attorney's advice on legal matters that are not related to 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 2<sup>nd</sup> Street; Terminal Street and East 8<sup>th</sup> 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, 7 and 8.
  - 3. The potential exchange, lease, or value of real property located at Port Freeport, including but not limited to Parcels 12, 13, 14, 19, 27, 34 and property on Quintana Island.

14. RECONVENE OPEN SESSION:

15. Adjourn.

With no further business before the Commission, the meeting adjourned at 4:12 PM.

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Ravi K. Singhanian, Chairman

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Rob Giesecke, Vice Chairman

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Barbara Fratila, Secretary

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Kim Kincannon, Asst. Secretary

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Dan Croft, Commissioner

---

Rudy Santos, Commissioner



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## MEMORANDUM

**TO:** Phyllis Saathoff, Executive Director/CEO  
**FROM:** Darlene Winkler, Communications Specialist  
**DATE:** September 28, 2023  
**SUBJECT:** Public Affairs – September 2023

---

### 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.

***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. Great Lakes Dredge and Dock Co. LLC (GLDD) was awarded the contract for Reaches 1, 2, and 4 by the United States Corps of Engineers on May 30th. A mechanical dredge commenced work in Reach 4 (Upper Stauffer Channel) June 26, 2023; that work has been completed except for some minor smoothing of the bottom. The dredge will shift back to Reach 2 to continue deepening in the bend easing area. The dredged material is being placed in barges and towed offshore to the approved designated area in the Gulf of Mexico. Updates will be posted accordingly.

***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](http://www.portfreeport.com) and [www.portfreeportbondelection.com](http://www.portfreeportbondelection.com).

***Print and Social Media Monitoring*** – Staff continues to monitor publications, newspapers, agendas, and social media for matters pertaining to Port Freeport, Port Freeport's partners, and the harbor community.

***Press Releases and News Postings*** — The following press releases were distributed in late August and September.

*Port Freeport Commission Adopts A Tax Rate Signifying Start Of New Era* was released on September 19.

#### PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

***Social Media Postings*** – The following posts to Facebook were made in late August and September.

In late August, the following Facebook posts have been made.

August 17 – What is Imported Through Port Freeport (Ad Boost)

August 21 - Back To School Safety Tips

August 23 - Reminder: Port Commission Meeting

August 25 - Recap-August Commission Meeting

August 28 – Golf Tournament Flyer

August 28 – Golf Tournament Thank You, Sponsors

August 29 - Reminder: Special Meeting Budget Workshop

August 29 – Golf Tournament Thank You, Sponsors

August 30 – Golf Tournament Thank You, Sponsors

August 31 - Golf Tournament Thank You, Sponsors

So far in September, the following Facebook posts have been made.

September 1 - Office Closed - Labor Day

September 1 - Golf Tournament Thank You, Sponsors

September 4 - Labor Day

September 5 - Golf Tournament, Thank You, Sponsors

September 6 - Golf Tournament Flyer

September 7 - Golf Tournament, Thank You, Sponsors

September 8 - Golf Tournament, Thank You, Sponsors

September 8 – I am Port Freeport - Donnie Evans (Ad Boost)

September 11 - Golf Tournament, Thank You, Sponsors

September 12 - Golf Tournament, Thank You, Sponsors

September 13 - Special Meeting

September 14 - Golf Tournament, Thank You, Sponsors

September 15 - Special Port Commission Recap

September 15 - Golf Tournament, Thank You, Sponsors

September 18 - Golf Tournament, Thank You, Sponsors

September 19 –Press Release PF Commission Adopts A Tax Rate Signifying Start Of New Era

September 20 - Golf Tournament, Thank You, Sponsors

## **Port Events**

***Community Advisory Panel (C.A.P.)*** – The quarterly CAP meeting was held on September 12<sup>th</sup> at the Clute Community Event Center. Dr. Vincent Solis, President, of Brazosport College was the guest speaker. Dr. Solis presented *Artificial Intelligence: Docking With The Future: How AI Is Steering Organizations Into Tomorrow* to sixty attendees which included members and staff. New member appointments should be emailed to Tricia Vela at [vela@portfreeport.com](mailto:vela@portfreeport.com).

The proposed date for the year-end quarterly C.A.P. meeting is listed below.

Tuesday, December 5<sup>th</sup>, Angleton High School CTE

***Port Freeport Take-A-Child Fishing Tournament (TACFT)*** - Save The Dates: Captain's Dinner, May 9, 2024, and May 11, 2024, for the 24<sup>th</sup> Annual Take-A-Child Fishing Tournament.

***Port Freeport Golf Tournament*** – The planning efforts continue for the 12<sup>th</sup> Annual Port Freeport Golf Tournament benefiting the Texas Port Ministry (TPM). The tournament will be held on Monday, October 16, 2023, at The Wilderness Golf Course in Lake Jackson, Texas with a four-person team shotgun start format. Registration will begin at 7:00 a.m. and the tee time is 8:00 a.m. Sponsorship and additional tournament information are posted online at <https://www.portfreeport.com/freeport-community/golf-tournament>. Sponsors have generously committed over \$81,200, donated items for silent auction, and discounted services. To date, 34 ½ teams have been filled.

The tournament flyer has been shared with Port contacts, the Port Commissioners, and CAP members. Public Affairs continues its marketing efforts through social media posts on Facebook, email campaigns, and direct contact with prospective sponsors. PA requests that the flyer be shared with any interested organization or send additional contacts to Darlene Winkler at [winkler@portfreeport.com](mailto:winkler@portfreeport.com). All support is appreciated to assist with this fundraising effort.

#### **Port Presentations, Tours, and Meetings**

September 20 – Brazosport ISD CTE Department presentation and tour (Port Staff)

September 28 - Angleton Chamber of Commerce 2nd Annual Women's Conference (Phyllis, speaker)

October 11-12 - TxDOT's Short Course Conference (Phyllis, speaker and award recipient)

#### **Community Events and Meetings - (Informational purpose only)**

Weekly – Business Roundtable Virtual Meetings (speakers vary)

September 6 – The Alliance Lower Brazos River Coalition Luncheon

September 7 – Brazoria Chamber of Commerce Banquet

September 14 -The Brazoria County Business Hall of Fame

September 16 - Brazoria County Hispanic Chamber of Commerce Latin Festival

September 16 – West Columbia Chamber of Commerce Gala

September 18 – Angleton Chamber of Commerce Fall Golf Tournament

September 28 – Angleton Chamber of Commerce 2nd Annual Women's Conference

September 29 – Brazosport College Cirque Du Soiree (*information only, no Port purchased tickets*)

#### **Upcoming Community Events and Meetings - (Informational purpose only)**

October 3 - Brazoria Hispanic Chamber of Commerce - State of the County

October 4 - Brazosport Chamber of Commerce - State of the Community Luncheon

October 5 - The Alliance - State of Higher Education

October 6 - Boys and Girl Club Celebrity Golf Tournament

October 7 – Columbia Heritage Foundation Roughneck Blowout

October 12 - BC Courthouse Administration Building Ribbon Cutting & Open House

October 13 – Freeport Police Department Blue Santa Golf Tournament

October 13 - ABC Golf Tournament

October 25 – The Alliance Transportation & Infrastructure Summit (Miura, speaker)



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## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** September 19, 2023

**SUBJECT:** Departmental Report

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### PROJECTS

1. **Port-wide Pavement Repairs** – This project involves repairing and/or replacing asphalt and concrete pavement throughout the various areas of the Port. Work west of Warehouse 51 is now completed and work in the open storage yard is ongoing.





2. **FHCIP Reaches 1, 2, and 4** – This project involves deepening the Freeport Ship Channel to various depths ranging from 26-ft to 56-ft depending on the Reach. The dredge, GL 54, has completed work in Reach 4, and continues work in the Bend Easing area of Reach 2. Work on the side slopes in the bend easing area to protect them from erosion is nearing completion, which is expected this week.



3. **Parcel 14 Pump Station** - This project involves adding a dewatering pump on Port property along East Floodgate Road in order to maintain an empty outfall ditch. At this time the pump submittals have been signed and returned to the contractor so he can order the pumps. The lead time is very long, and the equipment is expected to arrive in November 2023.
4. **Gate 12 and Velasco Terminal Rider 37** – Gate 12 continues to move forward with plan development. The preliminary design is ongoing now. The project will be out for bid in April 2024.

**PORT FREEPORT  
OPERATIONS ACTIVITY SUMMARY  
AUGUST 2023**

**A. MONTHLY ACTIVITY EXPLANATION**

- \* Total import/export activity for the month of August was as expected.
- \* LNG experienced ( **17** ) vessels this month.
- \* Riviana did not experience any vessels this month.
- \* Vulcan Material did not experience any vessels this month.
- \* Total ( **7** ) RoRo vessels handled.
- \* Tenaris experienced ( **1** ) vessels, ( **8** ) barges and ( **0** ) railcars this month.
- \* Total of ( **8** ) Container vessel calls.
- \* CEMEX transferred product from truck to ( **0** ) rail cars.
- \* Vulcan Material handled ( **189** ) rail cars this month.
- \* Average vessel activity in 2022 was 38 per month. This month, we handled 37 vessels (17 LNG & 20 Inner Harbor).
- \* *Enterprise/Seaway received ( **10** ) vessels.*
- \* *There were ( **98** ) Total Vessel arrivals Port wide.*

**B. FISCAL YEAR ACTIVITY EXPLANATION**

- \* Total Tons for this year are as expected. This is due to the transition of vessel calls by LNG and additional calls of Steel Bars and RoRo vessels.
- \* LNG has handled ( **109** ) vessels for export.
- \* Tenaris has handled ( **31** ) vessels, ( **107** ) barges and ( **391** ) railcars.
- \* Total ( **97** ) RoRo vessels handled.
- \* YTD ( **101** ) Container vessel calls.
- \* CEMEX handled ( **170** ) railcars with **11,579** Tons of Co2.
- \* Vulcan handled ( **1,415** ) railcars with **162,689** Tons of Limestone and ( **2** ) Vessels.
- \* Total vessels handled this fiscal year is **362** compared to **433** last year ( **109** LNG & **253** Inner Harbor).
- \* *Enterprise Seaway Vessels Year-to-date ( **118** )*
- \* *Total Port wide Vessels Fiscal Year-to-date ( **1,000** )*
- \* *Total Vehicles Handled Year-to-date ( **82,090** )*
- \* *Total Containers Handled ( **43,880** )*
- \* *Total Railcars Handled ( **1,989** )*

### **C. INSIGHT TO ACTIVITY FOR SEPTEMBER 2023**

- \* LNG has scheduled ( **16** ) vessels.
- \* Riviana Foods has scheduled ( **0** ) vessels.
- \* Vulcan Material has scheduled ( **0** ) vessels and ( **95** ) Railcars for September.
- \* Expecting to handle ( **10** ) RoRo vessels.
- \* Tenaris has ( **2** ) vessels, ( **6** ) barges and ( **0** ) Railcars planned.
- \* Expecting ( **8** ) Container vessels.

### **D. OPERATIONAL MEETINGS AND AGENDAS**

- \* OPTS, Safety, Security – Attended Meeting with Staff and Port Partners Regarding Changes to our Port Tariff.
- \* Safety – Christine Lewis – Preparing for the Upcoming “CPR & First Aid” Training for Port Staff.
- \* Security – Chris Hogan – Coordinating a “RoRo Tabletop Exercise” to Include Various Organizations.
- \* Austin – Jesse –Al – Met with reps from Phoenix Lighting.
- \* Jesse - Austin – Attended the “Quarterly Traffic Coordination & Safety Group Meeting”.
- \* Austin – Jesse – Met with CBP & USDA to Review Inspection Process.
- \* Austin – Jesse - Al – Meeting with Local ILA and WGMA to Improve Training Process for ILA Members.
- \* Jesse – Austin – Hogan – Attended Local “BMAT” Meeting.
- \* Austin – Jesse – Participated in the “RFP Review Committee” for the Evaluation of Potential Rail Switcher.
- \* Al – Participated in Weekly “Protective Services Team Meeting”.
- \* Al-Jesse-Austin-Ops Staff-Maint Staff- Attended Monthly Port Ops Safety Meeting



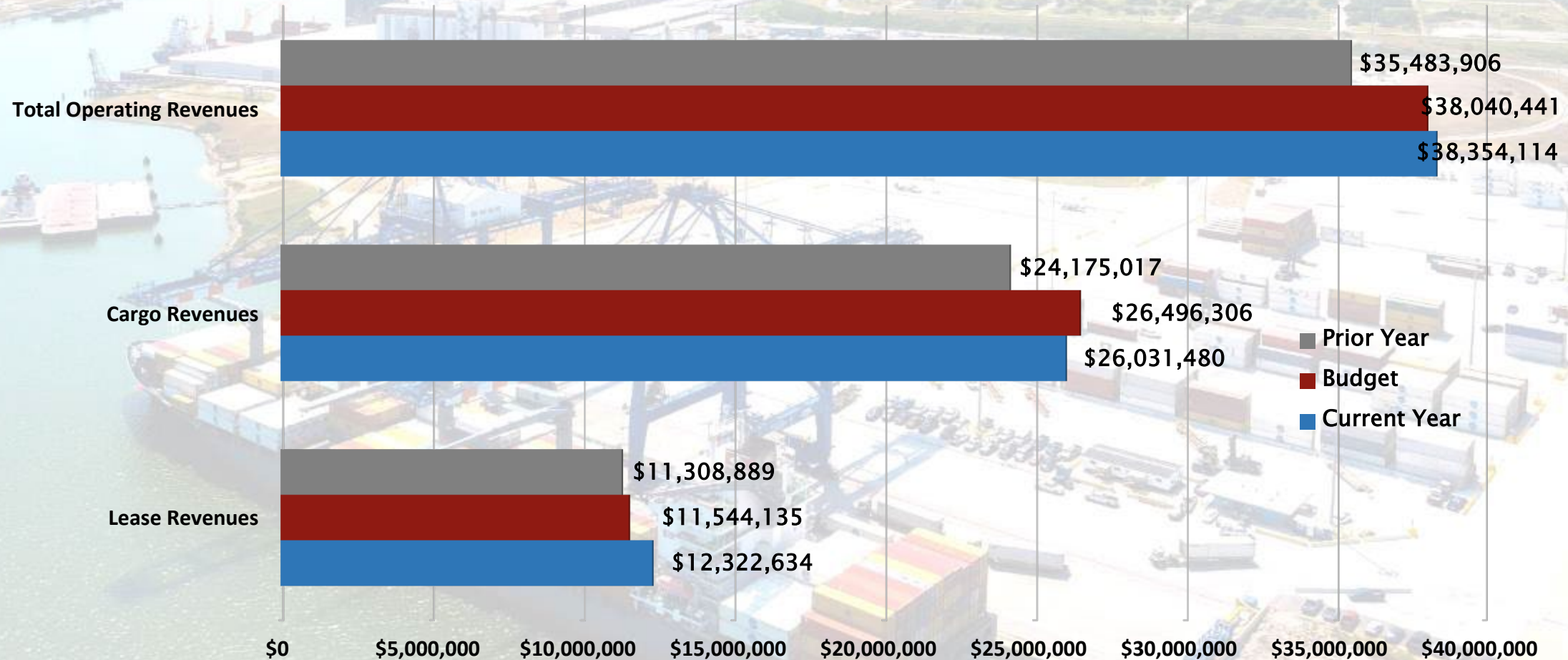
# Financial Report for August 31, 2023

September 28, 2023

Rob Lowe | Chief Financial Officer



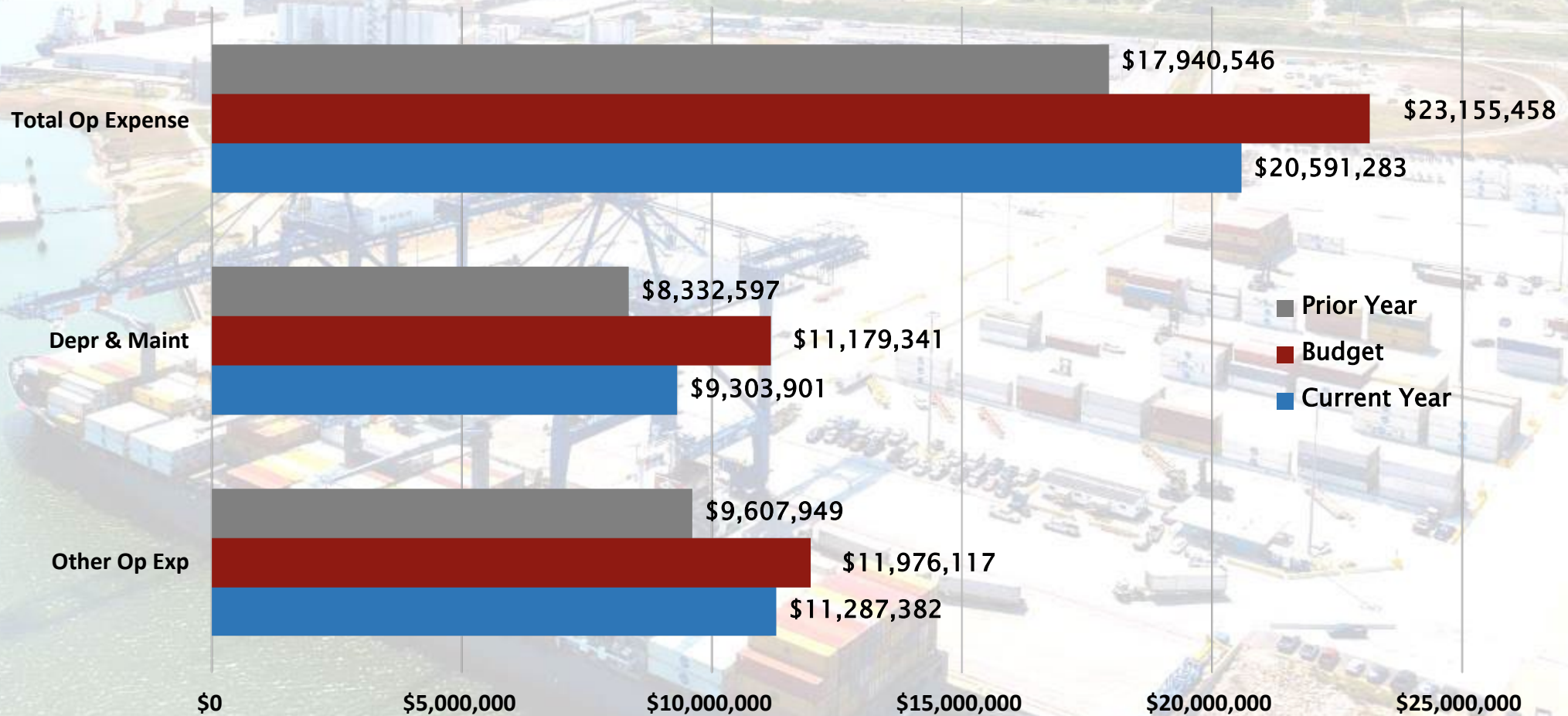
# FY 2023 YTD OPERATING REVENUES



## COMPARISON:

- Operating revenues are up over PY 8% and budget 1%
- Cargo revenues above PY by 8%; below budget by 2%
- As compared to budget, cargo volumes are up in agriculture products, containerized cargo , general cargo, and project cargo
- Lease revenues are above PY 9% and are 7% above budget

# FY 2023 YTD OPERATING EXPENSE

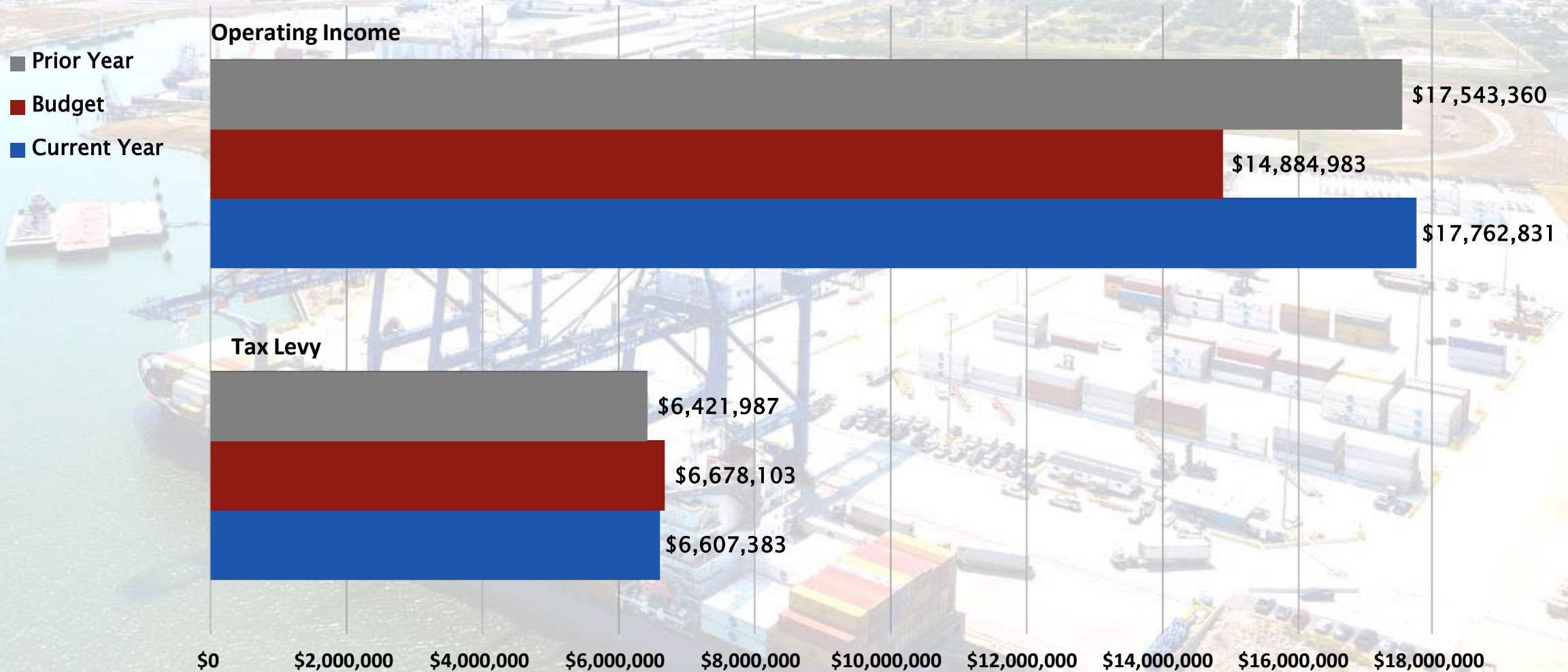


## COMPARISON:

- Total operating expenses are above prior year by 15%, below budget 11%
- Depr & maint are 12% above the PY and 17% below budget
- Other expenses are 17% above PY and below budget by 6%



# FY 2023 YTD OPERATING INCOME



## COMPARISON:

- Operating income is 1% below PY and above budget 19%



# FY 2023 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 2023 Budget
<b>Operating Income</b>	\$ 17,762,831	\$ 14,884,983	\$ 15,971,000
<b>Non-Operating Revenue (Expenses)</b>	\$ 281,861	\$ (2,320,015)	\$ (3,136,000)
<b>Capital Contributed (To) From Others</b>			
<b>Freeport Harbor Channel Improvement Project</b>	\$ (20,283,379)	\$ (60,932,700)	\$ (60,932,700)
<b>Other</b>	\$ (47,000)		\$ -
<b>Grants</b>	\$ 5,162,390	\$ 12,692,912	\$ 24,763,800
<b>Emergency Recovery Efforts</b>	\$ -	\$ -	\$ -
<b>Change In Net Position</b>	\$ 2,876,703	\$ (35,674,820)	\$ (23,333,900)



# FY 2023 YTD CASH FLOWS

<i>Cash Flow Measure</i>	<i>Current Year</i>	<i>Prior Year</i>
<i>Cash Provided by Operations</i>	<b>\$ 14,971,594</b>	<b>\$ 23,734,825</b>
<i>Cash Provided by Non-Cap Financing</i>	<b>6,590,365</b>	<b>6,230,563</b>
<i>Cash Used by Cap Financing</i>	<b>(12,575,387)</b>	<b>(104,238,720)</b>
<i>Cash Provided by Investing Activities</i>	<b>3,690,713</b>	<b>353,875</b>
<i>Net Increase (Decrease) in Cash</i>	<b>\$ 12,677,285</b>	<b>(\$ 73,919,457)</b>

## 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 are used for capital improvements. This includes the issuance of \$55.8 million in 2023 General Obligation Bonds for the Freeport Channel Improvement Project.



# FY 2023 STATISTICS

<i><b>Measure</b></i>	<i><b>Current Year</b></i>	<i><b>Prior Year</b></i>	<i><b>Budget</b></i>
<i><b>Operating Margin</b></i>	<i><b>46%</b></i>	<i><b>49%</b></i>	<i><b>39%</b></i>
<i><b>Current Ratio (unrestricted)</b></i>	<i><b>3.5 to 1</b></i>	<i><b>3.4 to 1</b></i>	<i><b>n/a</b></i>
<i><b>Debt to Net Assets Ratio</b></i>	<i><b>1.421 to 1</b></i>	<i><b>1.272 to 1</b></i>	<i><b>n/a</b></i>



# ACCOUNTS RECEIVABLE AGING

<i><b>Year</b></i>	<i><b>0-30 days</b></i>	<i><b>31-60 days</b></i>	<i><b>61-90 days</b></i>	<i><b>Over 90 days</b></i>
<i><b>August 31, 2023 FY 2023</b></i>	<b>92%</b> <b>\$8,451,247</b>	<b>6%</b> <b>\$529,587</b>	<b>0%</b> <b>\$4,845</b>	<b>2%</b> <b>\$217,095</b>
<i><b>August 31, 2022 FY 2022</b></i>	<b>92%</b> <b>\$5,960,307</b>	<b>6%</b> <b>\$411,139</b>	<b>2%</b> <b>\$162,020</b>	<b>0%</b> <b>\$8,417</b>
<i><b>August 31, 2021 FY 2021</b></i>	<b>95%</b> <b>\$8,195,966</b>	<b>4%</b> <b>\$318,418</b>	<b>1%</b> <b>\$92,868</b>	<b>0%</b> <b>\$22,233</b>





**Questions and Comments?**





# PORT FREEPORT<sup>SM</sup>

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, 2023

PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;

DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

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# Management Narrative

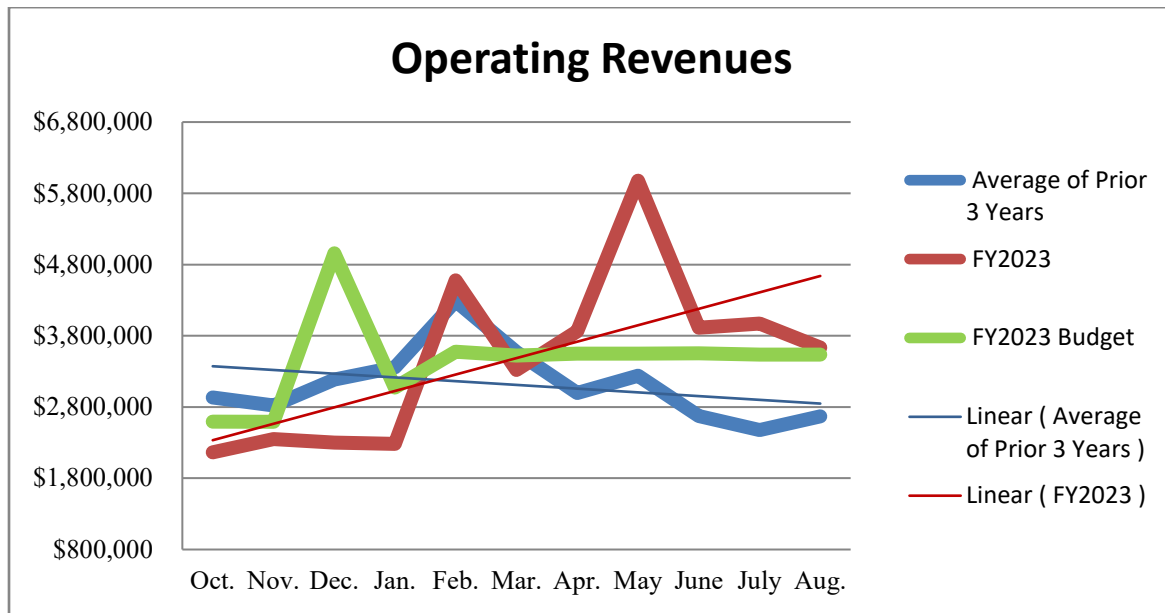
For the first eleven months of Fiscal Year 2023, the Port remained on a sound financial foundation with operating revenues 1% above planned levels. Operating expenses were under planned levels and are below budget by a factor of 11%. These factors combined have contributed to producing an operating profit of \$17,762,831 and an operating margin of 46%, which is above planned performance levels by 19% or \$2,877,848 and is \$219,471 or 1% above the prior year's results.

The Port's overall position remains strong as evidenced in a current ratio (unrestricted) of 3.5 to 1, which reflects a strong liquidity position, and a debt ratio of 142.1% which is supported by our strong credit rating. The following table provides additional summary level information.

	Year to Date		Variance	% Var
	Actuals	Budget	Favorable (Unfavorable)	
<b>Statement of Revenues, Expenses and Changes in Net Assets</b>				
Operating revenues	\$ 38,354,114	\$ 38,040,441	\$ 313,673	1%
Operating expense	<u>20,591,283</u>	<u>23,155,458</u>	2,564,175	11%
Operating income (loss)	<u>17,762,831</u>	<u>14,884,983</u>	2,877,848	19%
Operating margin	46.3%	39.1%		
Net non operating revenues (expense)	(20,048,518)	(63,252,715)	43,204,197	-68%
Capital contributions	5,162,390	12,692,912	(7,530,522)	0%
Net extraordinary revenue (expense)	<u>-</u>	<u>-</u>	-	0%
Change in net assets	<u>\$ 2,876,703</u>	<u>\$ (35,674,820)</u>	\$ 38,551,523	
<b>Balance Sheet</b>				
Cash and cash equivalents	\$ 80,135,073	Current ratio (unrestricted) (Exclusive of GASB 87)		
Lease receivable	180,406,546			
Current unrestricted assets (less lease receivable)	29,624,744	3.5 to 1		
Total assets	734,033,208	Debt to Net Assets Ratio		
Current unrestricted liabilities	8,551,475			
Total liabilities	331,597,219	142.1%		
Deferred inflow of resources	175,560,971			
Total Net Assets	\$ 226,875,018			

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, 2023.

## OPERATING REVENUES



**Total operating revenues** for the period ending August 31, 2023, are \$38,354,114. This is \$313,673 or 1% above planned levels. The following provide more specific explanations for variances in revenue:

**Wharfage** revenue stands at \$12,599,734, which is over budget by \$1,255,853 or 11%. The following is a brief analysis of wharfage results by cargo category:

	11 Months Budget	Year To Date	Over (Under)	% Over (Under)
Agriculture Products	\$ 241,083	\$ 279,307	\$ 38,224	16%
Bulk Aggregate	133,467	58,413	(75,054)	-56%
Containerized Cargo	1,341,778	1,614,734	272,956	20%
General Cargo	8,131,719	9,155,943	1,024,224	13%
Project Cargo	-	47,886	47,886	0%
Ro-Ro Cargo	1,495,834	1,443,451	(52,383)	-4%
<b>Total</b>	<b>\$ 11,343,881</b>	<b>\$ 12,599,734</b>	<b>\$ 1,255,853</b>	

**Dockage** revenue stands at \$5,244,613, which is \$1,758,302 or 25% below budgeted levels. Year-to-date ship calls are 362 compared to a budget of 439.

**Equipment use fees**, stands at \$1,376,061, which is over budget \$181,238 or 15% due to crane and equipment usage.

**Security fees**, corresponding with wharfage and dockage, stand at \$2,115,185, which is \$37,706 or 2% above budget.



**Facility use fees** are \$1,361,899. This is over budget by \$44,099 or 3% due to reduced facility usage outside of tenant leased areas and reduced rail activity which is offset by a guaranteed minimum rail billing.

**Other customer service fees** (Port service charges, incidental services, customer re-bills, water, etc.) are \$1,236,438 which is \$35,780 or 3% above budgeted levels.

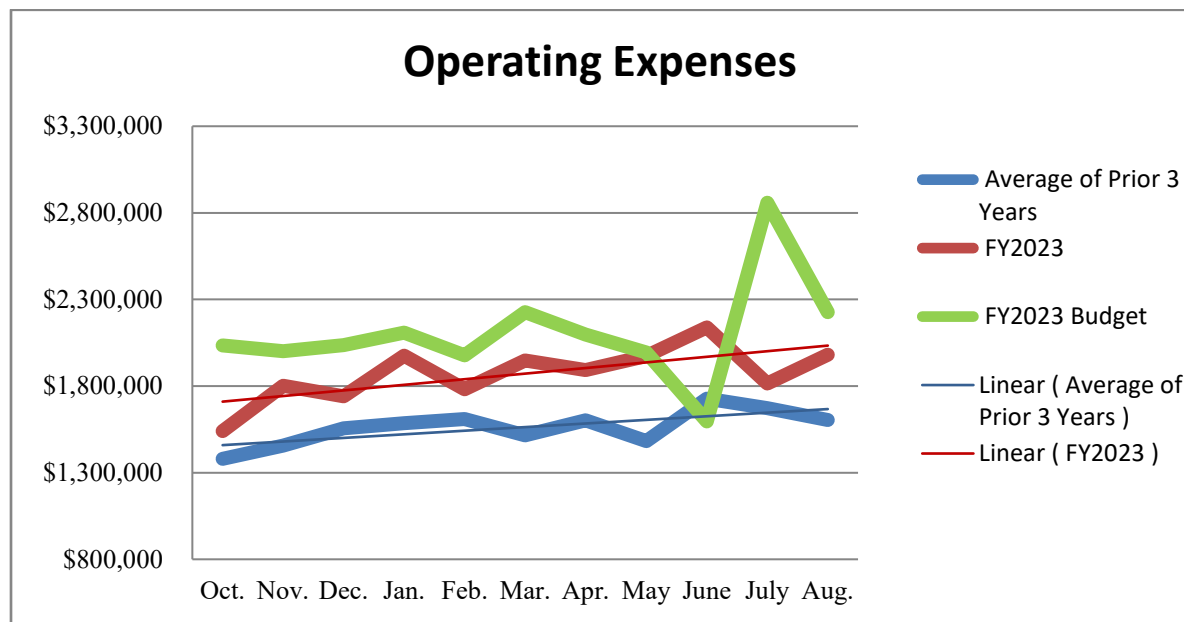
**Ground leases** stand at \$11,503,855, which is \$771,238 or 7% above budget levels due to increased area utilized by RoRo tenant and CPI increases.

**Other leases** are \$818,779, which is \$7,261 or 1% above budget levels.

**Other revenue** is \$97,550, which is above budgeted levels.

**Business interruption claim** funds were budgeted to be received in December; however, the claim is still being processed. The Port received a partial payment of \$2 million in May toward this claim.

## OPERATING EXPENSES



**Total operating expenses** are \$20,591,283, which is under budget \$2,564,175 or 11% for the period ended August 31, 2023. Following are more specific explanations for variances in operating expenses:

**Port salaries/wages and benefits** are \$4,796,104. This is \$723,619 or 13% less than budget. Currently, there are five vacancies not filled when compared to Fiscal Year 2023 Budget.

**Professional services** are \$2,882,809, which is over budget \$189,907 or 7%. Security services, at \$1,933,802, is the majority of this budget item and is 7% above budgeted levels. This is offset by revenue charged for security for the temporary area utilized by the ro-ro carriers.

**Training, travel & promotional** expenses are \$421,645 which is under budget \$405,336 or 49%. Following is a brief explanation of some of the sub-categories within this line item:

- Commercial advertising is \$70,989, which is below budgeted levels \$216,929 or 75% due to timing or postponement of ad development (website) services.
- Sales/promotional travel costs are \$36,904 which is under budgeted levels by \$34,342 or 48% due to timing of travel.
- Governmental relations costs are \$27,244 which is below budget by \$22,070 or 45% due to timing of government related travel.
- Community events are \$26,601 which is under budgeted levels \$25,883 or 49% due to the timing or postponement of events.
- Technical training is \$52,317 which is \$69,755 or 57% under budget due to timing or postponement of training.

**Supplies** are \$174,803 which is \$11,722 or 7% above budget due to increased operational supplies and equipment less than \$5,000 unplanned replacements. In addition, the purchase of safety vests has increased, which is offset by the revenue of the sale of the safety vests.

**Utilities** at \$836,573 are over budget \$52,912 or 7%. The City of Freeport has the new meters installed and has provided billing from these meters. We are having them analyze the bills that were provided this month as there is a dramatic increase in water usage. Jason Hull and Mary Campus will continue working with the City to resolve issues.

**Business insurance** is \$1,739,478, which is \$212,017 or 14% above budgeted levels due to an increase in property and liability insurance premiums which was offset by a continuity credit received.

**Other services and charges** at \$435,970 are \$26,338 or 6% below budget.

**Maintenance and repair** expenses at \$1,182,265 are \$20,712 or 2% above budget. Following is a brief explanation of some of the repairs by facility/equipment type:

- Trolley rail repairs to the gantry cranes were \$72,900.
- Power reel cables for the gantry cranes were \$121,458.
- Emergency repairs for the Hyster container handler were \$2,765.
- Tires for the Hyster container handler were \$9,381.
- Repairs to the Emergency Operations Building VRV (HVAC) system were \$3,070.

- Repairs to the Emergency Operations Building backup generator were \$1,900.
- Air conditioning system upgrades for the Administration Building server room were \$5,768.
- Roof & gutter repairs at Gate 4 were \$11,507.
- Air conditioning repairs and/or replacements were experienced at the Berth 7 Marine Building and Gate 4 totaling \$14,230.
- Security boat repairs were \$5,100.
- Emergency repairs to the truck scale were \$20,792.
- Scale maintenance and calibration services were \$10,978.
- Repairs and replacement to transit shed 3 overhead doors were \$13,875.
- Emergency repairs to the transit shed sprinkler system were \$1,100.
- Emergency repairs for the winter freeze water leak at Warehouse 51 were \$4,250.
- Emergency repairs to the Warehouse 51 fire system were \$9,112.
- Emergency repairs to the HWY 36 rail crossing were \$1,180.
- Emergency repairs to Riviana rail track due to derailment were \$20,299.
- Repairs to Quintana open storage yard were \$24,302.
- Repairs to the street sweeper were \$4,189.
- Emergency repairs to backflow preventers after the winter freeze were \$4,165.
- Stormwater outfall vegetation clearing was \$19,500.

**Depreciation** expense at \$8,121,636 is \$1,896,152 or 19% below budget levels due to timing of additions.

**Operating income** is \$17,762,831 compared to a total fiscal year budget of \$15,971,000, shows a positive result for Fiscal Year 2023.

#### **NON-OPERATING REVENUES (EXPENSES)**

**Ad Valorem tax collections** are posted utilizing the certified appraised values less the related fees. Adjustments are made throughout the year from the tax office reports to reflect appraisal and tax office adjustments as well as prior year collections, penalty, and interest. Year to date values are \$6,607,383 compared to an annual budget of \$6,672,300.

**Investment income** is \$3,682,750, which is above budget due to changes in fair market values, increased funds invested, and interest rates. Investment rates conditions are improving.

**Debt interest and fees** are \$10,008,272, which is \$1,000,904 or 11% above budgeted levels, due to timing, interest rate and fees related to debt issuance.

**Capital Contributions to Others** budget includes \$60,932,700 in contributions to the U.S. Army Corps of Engineers for the Freeport Harbor Channel Improvement Project. There has been \$20,283,379 in expenses for this project. In addition, there was a \$15,000 contribution to Brazoria County Parks Department for Surfside Jetty Park playground equipment and a \$32,000 contribution to Brazoria County for cost share engineering for the San Bernard River.

**Grant Revenue** budgeted for the Fiscal Year 2023 is \$24,763,800. There has been \$5,162,390 in grant revenue for Fiscal Year 2023. 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**

	<u>8/31/2023</u>	<u>9/30/2022</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
CASH AND CASH EQUIVALENTS	\$ 17,063,966	\$ 34,588,852
INVESTMENTS	0	9,986,124
RECEIVABLES (net of allowance for uncollectibles):		
TRADE ACCOUNTS	9,171,214	3,475,052
PROPERTY TAXES	73,107	72,018
LEASE RECEIVABLE	180,406,546	180,406,546
OTHER	3,122	4,927,326
OTHER GOVERNMENTS	641,051	641,487
ACCRUED INTEREST	0	626
PREPAIDS	1,532,175	1,033,776
INVENTORY	1,140,109	1,091,309
<b>TOTAL UNRESTRICTED CURRENT ASSETS</b>	<b>\$ 210,031,290</b>	<b>\$ 236,223,116</b>
<b>RESTRICTED ASSETS:</b>		
CASH AND CASH EQUIVALENTS	63,071,107	29,895,456
INVESTMENTS	13,719,517	6,706,873
RECEIVABLES (net of allowance for uncollectibles):		
PROPERTY TAXES	54,638	38,709
OTHER	-	683
ACCRUED INTEREST	15,136	22,473
BOND DISCOUNTS AND ISSUANCE COSTS	5,441	6,604
<b>TOTAL RESTRICTED ASSETS</b>	<b>76,865,839</b>	<b>36,670,798</b>
<b>TOTAL CURRENT ASSETS</b>	<b>286,897,129</b>	<b>272,893,914</b>
<b>PROPERTY, PLANT, AND EQUIPMENT:</b>		
PROPERTY, PORT, AND FACILITIES	553,151,550	516,431,994
LESS ACCUMULATED DEPRECIATION	(106,015,471)	(97,893,835)
PROPERTY, PLANT, AND EQUIPMENT NET	447,136,079	418,538,159
<b>TOTAL ASSETS</b>	<b>\$ 734,033,208</b>	<b>\$ 691,432,073</b>
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES:</b>		
ACCOUNTS PAYABLE	\$ 2,538,114	\$ 12,250,775
EQUIPMENT LEASE PAYABLE	1,523,850	1,523,850
ACCRUED COMPENSATED ABSENCES	0	134,601
UNEARNED LEASE INCOME	4,489,511	4,236,646
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 8,551,475</b>	<b>\$ 18,145,872</b>
<b>LIABILITIES PAYABLE FROM RESTRICTED ASSETS:</b>		
ACCRUED BOND INTEREST PAYABLE	2,293,319	2,910,569
BONDS PAYABLE	-	5,865,000
<b>TOTAL CURRENT LIABILITIES FROM RESTRICTED ASSETS</b>	<b>2,293,319</b>	<b>8,775,569</b>
<b>NON-CURRENT LIABILITIES</b>		
EQUIPMENT LEASE PAYABLE	1,558,990	1,558,990
BONDS PAYABLE	297,970,000	242,170,000
BOND PREMIUMS	21,223,435	21,222,354
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>320,752,425</b>	<b>264,951,344</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 331,597,219</b>	<b>\$ 291,872,785</b>
<b>DEFERRED INFLOW OF RESOURCES</b>		
DEFERRED INFLOW OF RESOURCES	175,560,971	175,560,971
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<b>\$ 175,560,971</b>	<b>\$ 175,560,971</b>
<b>NET ASSETS</b>		
NET INVESTMENT IN CAPITAL ASSETS	\$ 253,753,221	\$ 219,424,654
RESTRICTED-DEBT SERVICE	14,154,787	12,959,784
RESTRICTED-CAPITAL PROJECTS (Corps)	12,270	12,346
RESTRICTED CONTRIBUTED TO OTHERS	43,096,839	6,580,882
RESERVE FOR CAPITAL IMPROVEMENTS	17,507,605	14,200,612
UNRESTRICTED DEBT CONTRIBUTED TO OTHERS	(128,887,976)	(73,574,150)
UNRESTRICTED	27,238,272	44,394,189
<b>TOTAL NET ASSETS</b>	<b>\$ 226,875,018</b>	<b>\$ 223,998,317</b>

**PORT FREEPORT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS**  
**August 31, 2023**

	YEAR TO DATE	PRIOR YEAR TO DATE	% OVER (UNDER)	11 MONTHS BUDGET	% OVER (UNDER)	TOTAL 2022/2023 BUDGET
<b>OPERATING REVENUES:</b>						
Wharfage	\$ 12,599,734	\$ 11,128,703	13%	\$ 11,343,881	11%	\$ 12,546,200
Dockage & deep water berth	5,244,613	6,603,759	-21%	7,002,915	-25%	7,743,700
Equipment & pallet use fees	1,376,061	1,281,517	7%	1,194,823	15%	1,303,450
Facility use fees	1,361,899	1,532,730	-11%	1,317,800	3%	1,437,600
Security Fees	2,115,185	2,273,627	-7%	2,077,479	2%	2,294,250
Other Customer Service Fees	1,236,438	1,330,598	-7%	1,200,658	3%	1,308,300
Ground leases	11,503,855	10,504,466	10%	10,732,617	7%	11,699,000
Other leases	818,779	804,423	2%	811,518	1%	885,300
GASB 87 Lease recognition	-	-	0%	-	0%	-
Other revenue	97,550	24,083	305%	18,750	420%	25,000
Business interruption Claim	2,000,000	-	0%	2,340,000	-15%	2,340,000
<b>Total Operating Revenues</b>	<b>38,354,114</b>	<b>35,483,906</b>	<b>8%</b>	<b>38,040,441</b>	<b>1%</b>	<b>41,582,800</b>
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	3,616,882	3,219,300	12%	4,116,289	-12%	4,494,200
Port employee benefits	1,179,222	1,093,727	8%	1,403,434	-16%	1,749,800
Professional services	2,882,809	2,171,928	33%	2,692,902	7%	2,948,700
Training, travel, and promotional	421,645	397,476	6%	826,981	-49%	879,900
Supplies	174,803	154,002	14%	163,081	7%	176,200
Utilities	836,573	614,808	36%	783,661	7%	854,900
Business Insurance	1,739,478	1,371,201	27%	1,527,461	14%	1,672,300
Other services & charges	435,970	595,507	-27%	462,308	-6%	503,600
Maintenance & repair	1,182,265	1,072,337	10%	1,161,553	2%	1,225,400
Depreciation	8,121,636	7,250,260	12%	10,017,788	-19%	11,106,800
<b>Total Operating Expenses</b>	<b>20,591,283</b>	<b>17,940,546</b>	<b>15%</b>	<b>23,155,458</b>	<b>-11%</b>	<b>25,611,800</b>
<b>OPERATING INCOME (LOSS)</b>	<b>17,762,831</b>	<b>17,543,360</b>	<b>1%</b>	<b>14,884,983</b>	<b>19%</b>	<b>15,971,000</b>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Ad Valorem tax collections	6,607,383	6,421,987	3%	6,678,103	-1%	6,672,300
Investment Income	3,682,750	136,509	2598%	9,250	39714%	10,000
Gain (loss) on sale of assets	-	271,813	-100%	-	0%	-
Debt interest and fees	(10,008,272)	(8,574,871)	17%	(9,007,368)	11%	(9,818,300)
<b>CAPITAL CONTRIBUTIONS (TO) FROM OTHERS:</b>						
Freeport Harbor Improvement Project	(20,283,379)	(45,469,509)	-55%	(60,932,700)	-67%	(60,932,700)
Contributed Capital-Other	(47,000)	-	0%	-	0%	-
<b>OTHER:</b>						
<b>Total Non-Operating Revenue (Expenses)</b>	<b>(20,048,518)</b>	<b>(47,214,071)</b>	<b>-58%</b>	<b>(63,252,715)</b>	<b>-68%</b>	<b>(64,068,700)</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND EXTRAORDINARY EXPENSE</b>	<b>(2,285,687)</b>	<b>(29,670,711)</b>	<b>-92%</b>	<b>(48,367,732)</b>	<b>-95%</b>	<b>(48,097,700)</b>
<b>CAPITAL CONTRIBUTIONS:</b>						
Grants:						
Grants Port-Freeport	5,162,390	143,056	3509%	12,692,912	-59%	24,763,800
<b>Total Capital Contributions-Grants</b>	<b>5,162,390</b>	<b>143,056</b>	<b>3509%</b>	<b>12,692,912</b>	<b>-59%</b>	<b>24,763,800</b>
<b>EXTRAORDINARY ITEM</b>						
Emergency Recovery Efforts - Hurricane	-	(169,207)	-100%	-	0%	-
<b>Net Extraordinary Income (Expense)</b>	<b>-</b>	<b>(169,207)</b>	<b>-100%</b>	<b>-</b>	<b>0%</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 2,876,703</b>	<b>\$ (29,696,862)</b>	<b>-110%</b>	<b>\$ (35,674,820)</b>	<b>-108%</b>	<b>\$ (23,333,900)</b>

# STATEMENT OF CASH FLOWS

August 31, 2023

	YEAR TO DATE	PRIOR YEAR TO DATE
<b>Cash Flows from Operating Activities:</b>		
Operating Income (Loss)	\$ 17,762,831	\$ 17,543,360
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:		
Depreciation	8,121,636	7,250,260
Dredge Material Placement Fees	-	-
Change in Assets and Liabilities:		
Trade receivables	(5,696,164)	(1,456,875)
Other receivables	4,924,204	(328,293)
Lease Receivable	-	-
Deferred inflow of resources	-	-
Inventories	(48,800)	(27,193)
Prepaid and Other	(497,716)	(158,836)
Accounts payable	(9,712,661)	794,403
Deferred lease income	252,865	256,222
Accrued compensated absences	(134,601)	(138,223)
<b>Total Cash Provided from (Used for) Operating Activities</b>	<b><u>14,971,594</u></b>	<b><u>23,734,825</u></b>
<b>Cash Flows from Non-capital Financing Activities:</b>		
Property tax receipts	6,658,553	6,466,403
Property tax collection expense	(68,188)	(66,633)
Emergency Recovery Efforts - Disaster Related	-	(169,207)
<b>Total Cash Provided from (Used for) Non-capital Financing Activities</b>	<b><u>6,590,365</u></b>	<b><u>6,230,563</u></b>
<b>Cash Flows from Capital Financing Activities:</b>		
Principal payments under debt obligations	(5,865,000)	(5,630,000)
Interest and fees paid under debt obligations	(10,623,278)	(9,758,536)
Proceeds from sale of long-term debt obligations	55,800,000	-
Land, capital improvement, and equipment purchases	(36,719,556)	(43,806,636)
Other capital acquisition (costs) or recoveries, extraordinary	-	-
Capital contributions	(20,330,379)	(45,469,509)
Gants received	5,162,826	154,148
Proceeds from sale/disposal of capital assets	-	271,813
<b>Total Cash Provided from (Used for) Capital Financing Activities</b>	<b><u>(12,575,387)</u></b>	<b><u>(104,238,720)</u></b>
<b>Cash Flows from Investing Activities:</b>		
Investment earnings	2,744,052	1,322,465
Change in FMV of marketable investment securities	946,661	(968,590)
<b>Total Cash Provided from (Used for) Investing Activities</b>	<b><u>3,690,713</u></b>	<b><u>353,875</u></b>
<b>Net Increase(Decrease) in Cash and Cash Equivalents</b>	<b>12,677,285</b>	<b>(73,919,457)</b>
<b>Cash and Cash Equivalents at Beginning of Period</b>	<b><u>81,177,305</u></b>	<b><u>155,440,709</u></b>
<b>Cash and Cash Equivalents at End of Period</b>	<b><u>\$ 93,854,590</u></b>	<b><u>\$ 81,521,252</u></b>

## NOTES TO FINANCIAL STATEMENTS

### **Note 1 - Accounts Receivable Aging**

0 - 30 days	\$	8,451,247	92%
31 - 60 days		529,587	6%
61 - 90 days		4,845	0%
Over 90 days	\$	217,095	2%
Allowance for uncollectibles		(31,560)	0%
<b>Net Trade A/R</b>	<b>\$</b>	<b>9,171,214</b>	

### **Note 2 - Accounts Payable Information**

Retainage Withheld	\$	1,150,729
Corps of Engineers*		620,518
Employee Payroll Related		18,075
Accounts Payable		748,792
<b>Total A/P</b>	<b>\$</b>	<b>2,538,114</b>

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	\$ 1,750,000	\$ 30,045,000
General Obligation Bonds, Series 2021	37,135,000	-	37,135,000
General Obligation Bonds, Series 2023	55,800,000	-	55,800,000
Senior Lien Revenue Refunding Bonds, Series 2013A	33,065,000	20,345,000	12,720,000
Senior Lien Revenue and Refunding Bonds, Series 2015A	39,635,000	6,365,000	33,270,000
Senior Lien Revenue and Refunding Bonds, Series 2018	32,865,000	2,795,000	30,070,000
Senior Lien Revenue and Refunding Bonds, Series 2019A	45,200,000	3,345,000	41,855,000
Senior Lien Revenue and Refunding Bonds, Series 2019B	29,480,000	2,290,000	27,190,000
Senior Lien Revenue and Refunding Bonds, Series 2021	29,885,000	-	29,885,000
2014 Equipment Lease Payable	14,100,000	11,017,160	3,082,840
<b>Total Bonds</b>	<b>\$ 348,960,000</b>	<b>\$ 47,907,160</b>	<b>\$ 301,052,840</b>

Less Current Portion of Long-Term Debt Payable	\$	1,523,850
Long-term Debt Payable	\$	299,528,990

### **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
Fiscal Year 2022 Amount Funded	\$	3,627,381
Fiscal Year 2023 Amount Funded	\$	3,351,718



**PORT FREEPORT**  
**OPERATING EXPENSES BY DEPARTMENT**  
**August 31, 2023**

	YEAR TO-DATE	PRIOR YEAR TO-DATE	PRIOR YEAR % OVER (UNDER)	11 MONTHS BUDGET	BUDGET % OVER (UNDER)	TOTAL 2023 BUDGET
<b><u>COMMISSIONERS</u></b>						
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 52,800	\$ 52,800	0%	\$ 56,283	0%	\$ 61,400
Port employee benefits	55,387	67,275	-18%	70,329	0%	76,793
Professional services	44,460	-	0%	34,300	30%	34,300
Training, travel & promotional	47,740	24,464	95%	70,682	-32%	75,900
Supplies	803	84	856%	458	75%	500
Utilities	7,019	7,107	-1%	7,380	-5%	8,050
<b>Total Operating Expenses</b>	<b>\$ 208,209</b>	<b>\$ 151,730</b>	<b>37%</b>	<b>\$ 239,432</b>	<b>-13%</b>	<b>\$ 256,943</b>

**ADMINISTRATION & FOREIGN TRADE ZONE**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 1,124,094	\$ 1,069,369	5%	\$ 1,391,662	-19%	\$ 1,515,900
Port employee benefits	331,094	311,630	6%	424,212	-22%	536,841
Professional services	746,441	497,345	50%	782,729	-5%	868,450
Training, travel & promotional	98,093	96,493	2%	182,631	-46%	197,400
Supplies	31,085	23,593	32%	29,057	7%	31,300
Utilities	79,770	58,495	36%	67,146	19%	73,250
Business Insurance	1,739,478	1,371,201	27%	1,527,461	14%	1,672,300
Other services & charges	312,830	477,899	-35%	329,358	-5%	359,450
Maintenance & repair	111,468	84,012	33%	317,255	-65%	332,400
Depreciation	8,121,636	7,250,260	12%	10,017,788	-19%	11,106,800
<b>Total Operating Expenses</b>	<b>\$ 12,695,989</b>	<b>\$ 11,240,297</b>	<b>13%</b>	<b>\$ 15,069,299</b>	<b>-16%</b>	<b>\$ 16,694,091</b>

**ENGINEERING**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 386,963	\$ 371,245	4%	\$ 418,092	-7%	\$ 456,100
Port employee benefits	137,624	127,097	8%	137,658	0%	177,458
Professional services	32,175	48,678	-34%	64,168	-50%	70,000
Training, travel & promotional	9,417	7,880	20%	27,063	-65%	29,500
Supplies	2,851	2,409	18%	5,454	-48%	5,950
Utilities	7,882	6,640	19%	6,784	16%	7,400
Other services & charges	5,162	537	861%	6,971	-26%	7,600
Maintenance & repair	1,267	184	589%	462	174%	500
<b>Total Operating Expenses</b>	<b>\$ 583,341</b>	<b>\$ 564,670</b>	<b>3%</b>	<b>\$ 666,652</b>	<b>-12%</b>	<b>\$ 754,508</b>

**OPERATIONS**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 1,536,615	\$ 1,275,786	20%	\$ 1,611,798	-5%	\$ 1,762,486
Port employee benefits	496,331	440,426	13%	553,197	-10%	687,050
Professional services	122,237	12,017	917%	5,000	2345%	5,000
Training, travel & promotional	26,510	21,114	26%	28,926	-8%	31,000
Supplies	89,571	80,512	11%	75,151	19%	81,450
Utilities	694,105	501,089	39%	640,888	8%	699,150
Other services & charges	64,310	62,045	4%	65,615	-2%	70,700
Maintenance & repair	952,054	903,642	5%	777,395	22%	820,100
<b>Total Operating Expenses</b>	<b>\$ 3,981,733</b>	<b>\$ 3,296,631</b>	<b>21%</b>	<b>\$ 3,757,970</b>	<b>6%</b>	<b>\$ 4,156,936</b>

**PORT FREEPORT**  
**OPERATING EXPENSES BY DEPARTMENT**  
**August 31, 2023**

	YEAR TO-DATE	PRIOR YEAR TO-DATE	PRIOR YEAR % OVER (UNDER)	11 MONTHS BUDGET	BUDGET % OVER (UNDER)	TOTAL 2023 BUDGET
<b><u>BUSINESS DEVELOPMENT</u></b>						
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 384,985	\$ 336,263	14%	\$ 453,062	-15%	\$ 494,250
Port employee benefits	123,121	116,082	6%	164,806	-25%	204,321
Professional services	3,312	10,622	-69%	-	0%	-
Training, travel & promotional	237,273	242,513	-2%	503,078	-53%	530,200
Supplies	4,357	3,202	36%	4,487	-3%	4,850
Utilities	9,671	6,647	45%	8,662	12%	9,450
Other services & charges	21,035	20,349	3%	22,689	-7%	24,750
Maintenance & repair	-	-	0%	-	0%	-
<b>Total Operating Expenses</b>	<b>\$ 783,754</b>	<b>\$ 735,678</b>	<b>7%</b>	<b>\$ 1,156,784</b>	<b>-32%</b>	<b>\$ 1,267,821</b>

**PROTECTIVE SERVICES**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 131,425	\$ 113,837	15%	\$ 185,392	-29%	\$ 204,064
Port employee benefits	35,665	31,217	14%	53,232	-33%	67,337
Professional services	1,934,184	1,603,266	21%	1,806,705	7%	1,970,950
Training, travel & promotional	2,612	5,012	-48%	14,601	-82%	15,900
Supplies	46,136	44,202	4%	48,474	-5%	52,150
Utilities	38,126	34,830	9%	52,801	-28%	57,600
Other services & charges	32,633	34,677	-6%	37,675	-13%	41,100
Maintenance & repair	117,476	84,499	39%	66,441	77%	72,400
<b>Total Operating Expenses</b>	<b>\$ 2,338,257</b>	<b>\$ 1,951,540</b>	<b>20%</b>	<b>\$ 2,265,321</b>	<b>3%</b>	<b>\$ 2,481,501</b>

**CONSOLIDATED - TOTAL**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 3,616,882	3,219,300	12%	\$ 4,116,289	-12%	\$ 4,494,200
Port employee benefits	1,179,222	1,093,727	8%	1,403,434	-16%	1,749,800
Professional services	2,882,809	2,171,928	33%	2,692,902	7%	2,948,700
Training, travel & promotional	421,645	397,476	6%	826,981	-49%	879,900
Supplies	174,803	154,002	14%	163,081	7%	176,200
Utilities	836,573	614,808	36%	783,661	7%	854,900
Business Insurance	1,739,478	1,371,201	27%	1,527,461	14%	1,672,300
Other services & charges	435,970	595,507	-27%	462,308	-6%	503,600
Maintenance & repair	1,182,265	1,072,337	10%	1,161,553	2%	1,225,400
Depreciation	8,121,636	7,250,260	12%	10,017,788	-19%	11,106,800
<b>Total Operating Expenses</b>	<b>\$ 20,591,283</b>	<b>\$ 17,940,546</b>	<b>15%</b>	<b>\$ 23,155,458</b>	<b>-11%</b>	<b>\$ 25,611,800</b>

# **PORT FREEPORT - VELASCO TERMINAL ONLY**

## **STATEMENT OF REVENUES AND EXPENSES**

August 31, 2023

	YEAR TO DATE	PRIOR YEAR TO DATE	% OVER (UNDER)	11 MONTHS BUDGET	% OVER (UNDER)	TOTAL 2023 BUDGET
<b>OPERATING REVENUES:</b>						
Wharfage	\$ 1,670,275	\$ 1,644,491	2%	\$ 1,475,243	13%	\$ 1,609,358
Dockage & deep water berth	636,161	740,867	-14%	568,447	12%	620,126
Equipment & pallet use fees	1,222,091	1,118,743	9%	1,012,891	21%	1,104,979
Facility use fees	106,742	384,800	-72%	-	0%	-
Security Fees	211,314	226,805	-7%	261,371	-19%	285,134
Other Customer Service Fees	345,505	352,698	-2%	406,175	-15%	443,100
Ground leases	349,929	352,550	-1%	91,355	283%	99,660
<b>Total Operating Revenues</b>	<b>4,542,017</b>	<b>4,820,954</b>	<b>-6%</b>	<b>3,815,482</b>	<b>19%</b>	<b>4,162,357</b>
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	310,528	213,317	46%	256,324	21%	281,328
Port employee benefits	86,976	54,215	60%	74,909	16%	95,899
Professional services	25,236	-	0%	-	0%	-
Training, travel, and promotional	-	-	0%	1,100	-100%	1,200
Supplies	55	-	0%	-	0%	-
Utilities	116,549	103,991	12%	143,413	-19%	156,450
Business Insurance	395,909	301,404	31%	359,253	10%	393,694
Maintenance & repair	413,638	495,967	-17%	305,364	35%	318,450
Depreciation	2,636,347	2,621,085	1%	3,808,333	-31%	4,332,850
<b>Total Operating Expenses</b>	<b>3,985,238</b>	<b>3,789,979</b>	<b>5%</b>	<b>4,948,696</b>	<b>-19%</b>	<b>5,579,871</b>
<b>OPERATING INCOME (LOSS)</b>	<b>556,779</b>	<b>1,030,975</b>	<b>46%</b>	<b>(1,133,214)</b>	<b>149%</b>	<b>(1,417,514)</b>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Debt interest and fees	(1,492,153)	(1,811,352)	-18%	(2,826,064)	-47%	(3,302,248)
<b>Total Non-Operating Revenue (Expenses)</b>	<b>(1,492,153)</b>	<b>(1,811,352)</b>	<b>-18%</b>	<b>(2,826,064)</b>	<b>-47%</b>	<b>(3,302,248)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ (935,374)</b>	<b>\$ (780,377)</b>	<b>20%</b>	<b>\$ (3,959,278)</b>	<b>-76%</b>	<b>\$ (4,719,762)</b>

**PORT FREEPORT**  
Port Improvement Projects Summary  
August 31, 2023

Project	Contract Award	Change Orders	Total Contract	Current Year Budget	Incurred to Date FY 2023	CIP Prior Years	Incurred to Date Total	Balance to Finish
<b>Velasco Term Phase II - Berth 8</b>	<b>133,814,822.18</b>	<b>(15,416,541.66)</b>	<b>118,398,280.52</b>	<b>23,000,000.00</b>	<b>12,844,542.10</b>	<b>105,264,205.17</b>	<b>118,108,747.27</b>	<b>289,533.25</b>
EDSA	4,056,833.84	589,830.00	4,646,663.84		466,674.90	4,179,988.94	4,646,663.84	0.00
Construction	129,723,621.00	(16,006,371.66)	113,717,249.34		12,377,867.20	101,049,848.89	113,427,716.09	289,533.25
Other not in contract	34,367.34	0.00	34,367.34		0.00	34,367.34	34,367.34	0.00
<b>RORO Ramp - Berth 8</b>	<b>25,011,430.50</b>	<b>392,100.00</b>	<b>25,403,530.50</b>	<b>0.00</b>	<b>5,883,960.26</b>	<b>19,519,570.24</b>	<b>25,403,530.50</b>	<b>0.00</b>
EDSA	136,742.50	392,100.00	528,842.50		256,739.60	272,102.90	528,842.50	0.00
Construction	24,874,688.00	0.00	24,874,688.00		5,627,220.66	19,247,467.34	24,874,688.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>VT- North Gate Entrance</b>	<b>426,684.00</b>	<b>0.00</b>	<b>426,684.00</b>	<b>5,563,750.00</b>	<b>230,858.00</b>	<b>0.00</b>	<b>230,858.00</b>	<b>195,826.00</b>
EDSA	426,684.00	0.00	426,684.00		230,858.00	0.00	230,858.00	195,826.00
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
<b>VT- Access Project</b>	<b>1,218,718.00</b>	<b>0.00</b>	<b>1,218,718.00</b>	<b>9,028,950.00</b>	<b>11,000.00</b>	<b>0.00</b>	<b>11,000.00</b>	<b>1,207,718.00</b>
EDSA	1,218,718.00	0.00	1,218,718.00		11,000.00	0.00	11,000.00	1,207,718.00
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
<b>VT- Refrigerated Cross Dock</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,705,950.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Land &amp; Improvements</b>	<b>7,855,176.19</b>	<b>0.00</b>	<b>7,855,176.19</b>	<b>4,000,000.00</b>	<b>7,855,176.19</b>	<b>0.00</b>	<b>7,855,176.19</b>	<b>0.00</b>
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	7,855,176.19	0.00	7,855,176.19		7,855,176.19	0.00	7,855,176.19	0.00
<b>Parcel 14 Rail Development Phase II</b>	<b>9,670,314.00</b>	<b>(127,095.30)</b>	<b>9,543,218.70</b>	<b>10,521,050.00</b>	<b>9,223,557.46</b>	<b>184,127.34</b>	<b>9,407,684.80</b>	<b>135,533.90</b>
EDSA	407,412.00	0.00	407,412.00		166,814.39	184,127.34	350,941.73	56,470.27
Construction	9,262,902.00	(127,095.30)	9,135,806.70		9,056,743.07	0.00	9,056,743.07	79,063.63
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Pumpstation 1400 E Floodgate &amp; P14 Drainage</b>	<b>1,444,585.61</b>	<b>0.00</b>	<b>1,444,585.61</b>	<b>575,000.00</b>	<b>660.61</b>	<b>1,440.00</b>	<b>2,100.61</b>	<b>1,442,485.00</b>
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	1,442,485.00	0.00	1,442,485.00		0.00	0.00	0.00	1,442,485.00
Other not in contract	2,100.61	0.00	2,100.61		660.61	1,440.00	2,100.61	0.00
<b>M &amp; R - Joint Repairs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>M &amp; R - Railroad Track Renovations</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>M &amp; R - Roads</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Gate 8 Renovations</b>	<b>205,183.45</b>	<b>0.00</b>	<b>205,183.45</b>	<b>300,000.00</b>	<b>195,249.56</b>	<b>3,528.00</b>	<b>198,777.56</b>	<b>6,405.89</b>
EDSA	33,600.00	0.00	33,600.00		30,072.00	3,528.00	33,600.00	0.00
Construction	162,525.00	0.00	162,525.00		156,119.11	0.00	156,119.11	6,405.89
Other not in contract	9,058.45	0.00	9,058.45		9,058.45	0.00	9,058.45	0.00
<b>EOC Additional Parking</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>VT Backlands Area IV</b>	<b>528,394.21</b>	<b>0.00</b>	<b>528,394.21</b>	<b>0.00</b>	<b>53,086.60</b>	<b>99,572.65</b>	<b>152,659.25</b>	<b>375,734.96</b>
EDSA	528,388.18	0.00	528,388.18		53,086.60	99,566.62	152,653.22	375,734.96
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
<b>Transformer Yard Replacement</b>	<b>4,078.00</b>	<b>0.00</b>	<b>4,078.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>4,078.00</b>	<b>4,078.00</b>	<b>0.00</b>
EDSA	4,078.00	0.00	4,078.00		0.00	4,078.00	4,078.00	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
<b>Fence Razor Wire Upgrade</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Portwide Areas Upgrade to Concrete</b>	<b>4,730,450.40</b>	<b>0.00</b>	<b>4,730,450.40</b>	<b>3,400,000.00</b>	<b>1,851.40</b>	<b>0.00</b>	<b>1,851.40</b>	<b>4,728,599.00</b>
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	4,728,599.00	0.00	4,728,599.00		0.00	0.00	0.00	4,728,599.00
Other not in contract	1,851.40	0.00	1,851.40		1,851.40	0.00	1,851.40	0.00
<b>Inner Harbor Berth Repairs</b>	<b>240,300.00</b>	<b>0.00</b>	<b>240,300.00</b>	<b>0.00</b>	<b>126,350.00</b>	<b>113,950.00</b>	<b>240,300.00</b>	<b>0.00</b>
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	180,500.00	0.00	180,500.00		126,350.00	54,150.00	180,500.00	0.00
Other not in contract	59,800.00	0.00	59,800.00		0.00	59,800.00	59,800.00	0.00
<b>Total</b>				<b>\$ 70,424,700.00</b>	<b>\$ 36,426,292.18</b>	<b>\$ 125,190,471.40</b>	<b>\$ 161,616,763.58</b>	<b>\$ 8,381,836.00</b>

**Vendor Expenditure**

Monday, September 18, 2023

Period: 08/01/23..08/31/23

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Port Freeport

FREEPORTMARY

This report also includes bank accounts that only have balances.

Bank Account: Date Filter: 08/01/23..08/31/23

Check Ledger Entry:

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
<b>92973 08/02/23</b>	<b>V00004</b>	<b>City of Freeport</b>		<b>1,593.42</b>	
127801	125226		Water & Gas		201.33
127841	125253		Water & Gas		682.20
127842	125254		Water & Gas		68.24
127843	125255		Water & Gas		147.64
127844	125256		Water & Gas		494.01
			Line Amount Total		1,593.42
<b>92974 08/02/23</b>	<b>V00007</b>	<b>Office Universe, Inc.</b>		<b>96.86</b>	
127665	125090		Office Supplies		7.72
127736	125157		Office Supplies		33.96
127736	125157		Office Supplies		16.98
127736	125157		Office Supplies		4.24
127736	125157		Office Supplies		16.98
127736	125157		Office Supplies		16.98
			Line Amount Total		96.86
<b>92975 08/02/23</b>	<b>V00010</b>	<b>Specialties Company</b>		<b>93.25</b>	
127788	125196		M&R TOE-Gantry Crane		87.12
127856	125259		M&R TOE-2017 Atlas Light Tower V5+		6.13
			Line Amount Total		93.25
<b>92976 08/02/23</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>		<b>127.89</b>	
127849	125263		Office Supplies		48.72
127849	125263		Office Supplies		24.36
127849	125263		Office Supplies		6.09
127849	125263		Office Supplies		24.36
127849	125263		Office Supplies		24.36
			Line Amount Total		127.89
<b>92977 08/02/23</b>	<b>V00046</b>	<b>Sprint Waste Services</b>		<b>522.90</b>	
127857	125241		Contract Services		522.90
			Line Amount Total		522.90
<b>92978 08/02/23</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>		<b>420.98</b>	
127785	125207		M&R TOE-Gantry Crane		210.49
127785	125207		M&R TOE-Gantry Crane		210.49
			Line Amount Total		420.98
<b>92979 08/02/23</b>	<b>V00055</b>	<b>Jesse Hibbetts</b>		<b>135.45</b>	
127851	125249		Flexible Spending Emp Reimbursement		135.45
			Line Amount Total		135.45
<b>92980 08/02/23</b>	<b>V00060</b>	<b>Sun Coast Resources</b>		<b>1,293.79</b>	
127860	125245		M&R TOE-Gantry Crane		646.90
127860	125245		M&R TOE-Gantry Crane		646.89
			Line Amount Total		1,293.79
<b>92981 08/02/23</b>	<b>V00062</b>	<b>AT&amp;T Mobility</b>		<b>730.75</b>	
127869	125271		Telephone		87.82
127869	125271		Telephone		219.55
127869	125271		Telephone		43.91
127870	125270		Telephone		74.42
127870	125270		Telephone		156.21

## Vendor Expenditure

Period: 08/01/23..08/31/23

Port Freeport

Monday, September 18, 2023

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FREEPORTMARY

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
127870	125270		Telephone	74.42	
127870	125270		Telephone	74.42	
			Line Amount Total	730.75	
<b>92982</b>	<b>08/02/23</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>73.08</b>	
127740	125163		Office Supplies	6.29	
127740	125163		Office Supplies	3.14	
127740	125163		Office Supplies	0.79	
127740	125163		Office Supplies	3.14	
127740	125163		Office Supplies	3.14	
127740	125163		Office Supplies	23.59	
127787	125190		Office Supplies	32.99	
			Line Amount Total	73.08	
<b>92983</b>	<b>08/02/23</b>	<b>V00071</b>	<b>Verizon Wireless</b>	<b>259.29</b>	
127862	125252		Telephone	37.99	
127862	125252		Telephone	69.32	
127862	125252		Telephone	151.98	
			Line Amount Total	259.29	
<b>92984</b>	<b>08/02/23</b>	<b>V00075</b>	<b>Vicki L. Smith</b>	<b>75.00</b>	
127867	125269		Telephone	75.00	
			Line Amount Total	75.00	
<b>92985</b>	<b>08/02/23</b>	<b>V00077</b>	<b>Brookside Equipment</b>	<b>149.99</b>	
127800	125222		M&R Groundskeeping and Misc. Equipment	149.99	
			Line Amount Total	149.99	
<b>92986</b>	<b>08/02/23</b>	<b>V00088</b>	<b>Blue Cross Blue Shield of Texas</b>	<b>60,883.76</b>	
127837	125250		Group Medical Insurance	11,022.06	
127837	125250		Group Medical Insurance	8,397.76	
127837	125250		Group Medical Insurance	24,143.56	
127837	125250		Group Medical Insurance	524.86	
127837	125250		Group Medical Insurance	7,348.04	
127837	125250		Group Medical Insurance	1,049.72	
127837	125250		Group Medical Insurance	1,049.72	
127837	125250		Group Medical Insurance	-5,248.60	
127837	125250		Group Medical Insurance	5,248.60	
127837	125250		Group Medical Insurance	2,099.44	
127837	125250		Group Medical Insurance	5,248.60	
			Line Amount Total	60,883.76	
<b>92987</b>	<b>08/02/23</b>	<b>V00098</b>	<b>Suburban Propane</b>	<b>265.34</b>	
127858	125242		Fuel/Oil	265.34	
			Line Amount Total	265.34	
<b>92988</b>	<b>08/02/23</b>	<b>V00102</b>	<b>ABB, Inc Marine &amp; Ports</b>	<b>4,020.00</b>	
127831	121279		PROFIBUS Communications Interface PS CI801,		
127831	121279		ABB 3BSE022366R1		
127831	121279		M&R TOE-Gantry Crane	1,950.00	
127831	121279		M&R TOE-Gantry Crane	1,950.00	
127833	125260		M&R TOE-Gantry Crane	60.00	
127833	125260		M&R TOE-Gantry Crane	60.00	
			Line Amount Total	4,020.00	
<b>92989</b>	<b>08/02/23</b>	<b>V00125</b>	<b>AT&amp;T:979-230-9161 754-5</b>	<b>441.12</b>	
127836	125265		Telephone	56.28	

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127836	125265		Telephone	384.84	
			Line Amount Total	441.12	
<b>92990</b>	<b>08/02/23</b>	<b>V00132</b>	<b>American Journal of Transportation</b>	<b>2,320.00</b>	
127832	123403		1/2 page Automotive Logistics Feb 2023		
127832	123403		1/2 page ad Gulf Coast Parts & Trade		
127832	123403		1/2 page ad Top 100 Container Parts June 23	1,700.00	
127832	123403		12 months Daily Newsletter banner ad top sopt	620.00	
			Line Amount Total	2,320.00	
<b>92991</b>	<b>08/02/23</b>	<b>V00193</b>	<b>Grainger</b>	<b>69.77</b>	
127783	125193		M&R TOE-Gantry Crane	34.89	
127783	125193		M&R TOE-Gantry Crane	34.88	
			Line Amount Total	69.77	
<b>92992</b>	<b>08/02/23</b>	<b>V00201</b>	<b>CDW Government</b>	<b>129.33</b>	
127838	125264		2023 Ford Maverick Pickup	129.33	
			Line Amount Total	129.33	
<b>92993</b>	<b>08/02/23</b>	<b>V00234</b>	<b>Wharton Tractor Company</b>	<b>66,429.90</b>	
127865	125231		2023 New Holland Workmater 105 Tractor	66,429.90	
			Line Amount Total	66,429.90	
<b>92994</b>	<b>08/02/23</b>	<b>V00291</b>	<b>Moore Supply</b>	<b>49.69</b>	
127733	125167		M&R Transit Shed-T.S. 1	50.70	
127733	125167		discount for paying by Aug 10	-1.01	
			Line Amount Total	49.69	
<b>92995</b>	<b>08/02/23</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>16,000.00</b>	
127868	125268		Construction in Progress	16,000.00	
127868	125268		Cause No. CI61647, Jones B5L2		
			Line Amount Total	16,000.00	
<b>92996</b>	<b>08/02/23</b>	<b>V00345</b>	<b>Certified Laboratories</b>	<b>909.92</b>	
127839	125258		M&R TOE-Gantry Crane	454.96	
127839	125258		M&R TOE-Gantry Crane	454.96	
			Line Amount Total	909.92	
<b>92997</b>	<b>08/02/23</b>	<b>V00381</b>	<b>PayrollOrg</b>	<b>298.00</b>	
127805	125216		Dues & Memberships & Licenses	298.00	
			Line Amount Total	298.00	
<b>92998</b>	<b>08/02/23</b>	<b>V00462</b>	<b>Texas Commission on Environmental Quality</b>	<b>50.00</b>	
127861	125257		M&R Other-Stormwater Outfall/Drainage	50.00	
			Line Amount Total	50.00	
<b>92999</b>	<b>08/02/23</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>2,029.42</b>	
127845	125239		Contract Labor Expense	329.44	
127845	125239		M&R Other-Mowing, Weed Control Etc	1,699.98	
			Line Amount Total	2,029.42	
<b>93000</b>	<b>08/02/23</b>	<b>V00755</b>	<b>Vogel Digital Marketing</b>	<b>1,350.00</b>	
127863	125236		Industry Advertising	1,350.00	
127863	125236		Brochure updates		
			Line Amount Total	1,350.00	
<b>93001</b>	<b>08/02/23</b>	<b>V00937</b>	<b>GGarcia Designs, LLC</b>	<b>83,764.24</b>	
127866	125267		Construction in Progress	83,764.24	

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
127866		125267	Block 5 Lot 14 Williams Property Settlement		
			Line Amount Total		83,764.24
<b>93002</b>	<b>08/02/23</b>	<b>V00955</b>	<b>Flight Light Inc.</b>	<b>1,025.96</b>	
127846		125248	M&R TOE-Gantry Crane		512.98
127846		125248	M&R TOE-Gantry Crane		512.98
			Line Amount Total		1,025.96
<b>93003</b>	<b>08/02/23</b>	<b>V00957</b>	<b>AT&amp;T:831-001-2806-788</b>	<b>254.11</b>	
127835		125266	Telephone		118.49
127835		125266	Telephone		67.82
127835		125266	Telephone		67.80
			Line Amount Total		254.11
<b>93004</b>	<b>08/08/23</b>	<b>V00002</b>	<b>EM-Print Company</b>	<b>459.38</b>	
127903		125310	Office Supplies-Bus Cards-Northrup		66.67
127903		125310	Office Supplies-Bus Cards-Lowe		66.67
127904		125311	Office Supplies-Singhanian bus cards		76.67
127905		125312	Office Supplies-Robertson bus cards		57.34
127905		125312	Office Supplies-Wilson bus cards		57.33
127906		125315	Office Supplies-Kincannon Fratila bus cards		134.70
			Line Amount Total		459.38
<b>93005</b>	<b>08/08/23</b>	<b>V00006</b>	<b>Michaela Bevers</b>	<b>90.07</b>	
127916		125337	Telephone		75.00
127916		125337	Governmental Relations Travel		15.07
			Line Amount Total		90.07
<b>93006</b>	<b>08/08/23</b>	<b>V00012</b>	<b>FedEx</b>	<b>17.06</b>	
127642		125100	Postage and Freight		17.06
			Line Amount Total		17.06
<b>93007</b>	<b>08/08/23</b>	<b>V00015</b>	<b>Mike Wilson</b>	<b>305.02</b>	
127877		125282	Flexible Spending Emp Reimbursement		305.02
			Line Amount Total		305.02
<b>93008</b>	<b>08/08/23</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>855.74</b>	
127848		125240	Office Supplies		855.74
			Line Amount Total		855.74
<b>93009</b>	<b>08/08/23</b>	<b>V00023</b>	<b>Patrick's Enterprises, Inc.</b>	<b>13.50</b>	
127919		125303	M&R Bldgs-Operations Bldg		13.50
			Line Amount Total		13.50
<b>93010</b>	<b>08/08/23</b>	<b>V00026</b>	<b>Lowe's</b>	<b>852.72</b>	
127890		125284	Maint & Repair - Pallets		126.50
127890		125284	M&R Bldgs-Gate 4		38.42
127890		125284	M&R Bldgs-Buildings VT Berth 7		687.80
			Line Amount Total		852.72
<b>93011</b>	<b>08/08/23</b>	<b>V00030</b>	<b>Girouard's Ace Hardware</b>	<b>782.52</b>	
127910		125330	Office Supplies		9.99
127910		125330	M&R Groundskeeping and Misc. Equipment		28.99
127910		125330	M&R TOE-Street Sweeper		138.58
127910		125330	M&R TOE-Gantry Crane		67.07
127910		125330	M&R TOE-Gantry Crane		67.07
127910		125330	M&R Security Equipment-SeaArk Commander Boat		14.31
127910		125330	M&R Vehicles-Ford Pick Up		3.98



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127910	125330		M&R Bldgs-Scale House		82.69
127910	125330		M&R Bldgs-Maintenance Bldg		16.99
127910	125330		M&R Bldgs-Buildings VT Berth 7		43.58
127910	125330		M&R Bldgs-Gate 4		59.57
127910	125330		M&R Bldgs-Security Bldg		21.92
127910	125330		M&R Transit Shed-T.S. 1		70.48
127910	125330		M&R Docks-Dock Berth 5		21.68
127910	125330		M&R Docks-Dock Berth 8		135.62
			Line Amount Total		782.52
<b>93012</b>	<b>08/08/23</b>	<b>V00031</b>	<b>Culligan Water Systems</b>	<b>547.62</b>	
127930	122258		Annual Contract for maintenance, filters, and		
127930	122258		cartridges to portable water supply		
127930	122258		M&R Bldgs-Operations Bldg		91.27
127930	122258		M&R Bldgs-Buildings VT Berth 7		91.27
127930	122258		M&R Transit Shed-T.S. 1		91.27
127950	125304		M&R Bldgs-Buildings VT Berth 7		91.27
127950	125304		M&R Transit Shed-T.S. 1		91.27
127950	125304		M&R Bldgs-Operations Bldg		91.27
			Line Amount Total		547.62
<b>93013</b>	<b>08/08/23</b>	<b>V00036</b>	<b>Plantation House</b>	<b>301.20</b>	
127921	125329		Office Supplies-B 8 Recognition Frames		301.20
			Line Amount Total		301.20
<b>93014</b>	<b>08/08/23</b>	<b>V00038</b>	<b>Killum Pest Control</b>	<b>149.99</b>	
127915	125326		M&R Bldgs-Gate 4		149.99
			Line Amount Total		149.99
<b>93015</b>	<b>08/08/23</b>	<b>V00039</b>	<b>Brazosport Tire</b>	<b>1,341.28</b>	
127896	125296		M&R Groundskeeping Equipment-5510 John Deere		135.00
127897	125297		M&R TOE-Street Sweeper		603.14
127898	125298		M&R TOE-Street Sweeper		603.14
			Line Amount Total		1,341.28
<b>93016</b>	<b>08/08/23</b>	<b>V00041</b>	<b>Evco Industrial Hardware</b>	<b>386.71</b>	
127907	125301		M&R TOE-General Terminal Ops Equip & Tools		354.27
127908	125302		M&R TOE-Gantry Crane		16.22
127908	125302		M&R TOE-Gantry Crane		16.22
			Line Amount Total		386.71
<b>93017</b>	<b>08/08/23</b>	<b>V00043</b>	<b>Union Pacific Railroad Company</b>	<b>3,726.00</b>	
127955	125350		M&R Terminal Facilities-Other		3,726.00
			Line Amount Total		3,726.00
<b>93018</b>	<b>08/08/23</b>	<b>V00047</b>	<b>Art's Sign Service</b>	<b>175.00</b>	
127834	125238		M&R Roads- Pete Schaff Blvd		175.00
			Line Amount Total		175.00
<b>93019</b>	<b>08/08/23</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>169.00</b>	
127664	125101		M&R TOE-General Terminal Ops Equip & Tools		169.00
			Line Amount Total		169.00
<b>93020</b>	<b>08/08/23</b>	<b>V00062</b>	<b>AT&amp;T Mobility</b>	<b>73.08</b>	
127894	125325		Telephone		19.51
127894	125325		Telephone		37.38
127894	125325		Telephone		16.19
			Line Amount Total		73.08

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<b>93021</b>	<b>08/08/23</b>	<b>V00071</b>	<b>Verizon Wireless</b>	<b>151.98</b>	
127927	125314		Telephone	76.00	
127927	125314		Telephone	37.99	
127927	125314		Telephone	37.99	
			Line Amount Total	151.98	
<b>93022</b>	<b>08/08/23</b>	<b>V00080</b>	<b>On Hold Marketing Works</b>	<b>39.00</b>	
127918	125309		Lease Expense	39.00	
			Line Amount Total	39.00	
<b>93023</b>	<b>08/08/23</b>	<b>V00083</b>	<b>Jason Hull</b>	<b>136.75</b>	
127914	125333		Telephone	136.75	
			Line Amount Total	136.75	
<b>93024</b>	<b>08/08/23</b>	<b>V00085</b>	<b>Moffatt &amp; Nichol</b>	<b>4,400.00</b>	
127935	123915		M&R Docks-Dock Berth 1	880.00	
127935	123915		M&R Docks-Dock Berth 2	880.00	
127935	123915		M&R Docks-Dock Berth 3	880.00	
127935	123915		M&R Docks-Dock Berth 5	880.00	
127935	123915		M&R Docks-Dock Berth 7-VT	880.00	
			Line Amount Total	4,400.00	
<b>93025</b>	<b>08/08/23</b>	<b>V00087</b>	<b>Reliant</b>	<b>83,013.79</b>	
127936	125327		Electricity	3,406.37	
127936	125327		Electricity	59,186.86	
127936	125327		Electricity	2,881.39	
127936	125327		Electricity	17,539.17	
			Line Amount Total	83,013.79	
<b>93026</b>	<b>08/08/23</b>	<b>V00091</b>	<b>Wells Fargo</b>	<b>11,808.93</b>	
127891	125291		Other Accounts Payable (JE)	11,808.93	
			Line Amount Total	11,808.93	
<b>93027</b>	<b>08/08/23</b>	<b>V00098</b>	<b>Suburban Propane</b>	<b>816.64</b>	
127923	125294		Fuel/Oil	275.65	
127942	125349		Fuel/Oil	540.99	
			Line Amount Total	816.64	
<b>93028</b>	<b>08/08/23</b>	<b>V00100</b>	<b>LJA Engineering Inc.</b>	<b>1,974.00</b>	
127934	111718		Construction In Progress-Area 3	1,974.00	
127934	111718		Construction in Progress-Area-3+		
127934	111718		Construction in Progress-Area-3+		
127934	111718		Construction in Progress-Area-3+		
127934	111718		Construction in Progress-Area-3+		
127934	111718		Construction in Progress-Area-3+		
127934	111718		Construction In Progress-Area 4		
127934	111718		Construction In Progress-Area 5 Phase II		
127934	111718		Construction in Progress-Area 4		
127934	111718		Balance carried over from PO# 10615		
127934	111718		Board Approved 11/14/13		
			Line Amount Total	1,974.00	
<b>93029</b>	<b>08/08/23</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>72,946.44</b>	
127943	125339		Security Service Fees	867.75	
127944	125340		Security Service Fees	242.97	
127945	125341		Security Service Fees	968.99	
127946	125343		Security Service Fees	138.84	

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127947	125344		Security Service Fees	104.13	
127948	125345		Security Service Fees	977.67	
127952	125342		Security Service Fees	34,948.08	
127953	125346		Security Service Fees	34,698.01	
			Line Amount Total	72,946.44	
<b>93030</b>	<b>08/08/23</b>	<b>V00104</b>	<b>Donald Mullett</b>	<b>20,008.71</b>	
127886	125275		Inventory- Spare Parts ZPMC Cranes	1,315.24	
127886	125275		Inventory- Spare Parts ZPMC Cranes	1,410.71	
127886	125275		Inventory- Spare Parts ZPMC Cranes	2,029.69	
127886	125275		Inventory- Spare Parts ZPMC Cranes	1,948.50	
127886	125275		Inventory- Spare Parts ZPMC Cranes	2,101.06	
127886	125275		Inventory- Spare Parts ZPMC Cranes	3,193.05	
127886	125275		Inventory- Spare Parts ZPMC Cranes	2,413.65	
127886	125275		Inventory- Spare Parts ZPMC Cranes	1,596.84	
127931	125328		Inventory- Spare Parts ZPMC Cranes	3,999.97	
			Line Amount Total	20,008.71	
<b>93031</b>	<b>08/08/23</b>	<b>V00107</b>	<b>HDR, Inc</b>	<b>12,500.00</b>	
127888	114861		FHIP Reach 1		
127888	114861		FHIP - Reach 4		
127888	114861		Professional Services for the FHCIP Reach 1 & 4		
127888	114861		Project No. 20-06		
127888	114861		Board Approved 6/25/2020		
127888	114861		2019 GO Bond		
127888	114861		Other Accounts Payable (JE)		
127888	114861		FHIP Reach 1	12,500.00	
127888	114861		Change Order		
127888	114861		Ammendment No 1 for FHCIP 1,2,4		
127888	114861		Board Approved 03/09/2023		
			Line Amount Total	12,500.00	
<b>93032</b>	<b>08/08/23</b>	<b>V00112</b>	<b>Tricia Vela</b>	<b>118.23</b>	
127941	125331		Telephone	75.00	
127941	125331		Community Events	7.07	
127941	125331		Automobile Expense	36.16	
			Line Amount Total	118.23	
<b>93033</b>	<b>08/08/23</b>	<b>V00114</b>	<b>AT&amp;T:171-799-3737 001</b>	<b>726.48</b>	
127883	125272		Telephone	141.75	
127883	125272		Telephone	70.90	
127883	125272		Telephone	283.31	
127883	125272		Telephone	17.73	
127883	125272		Telephone	70.98	
127883	125272		Telephone	17.73	
127883	125272		Telephone	17.73	
127883	125272		Telephone	35.45	
127883	125272		Telephone	70.90	
			Line Amount Total	726.48	
<b>93034</b>	<b>08/08/23</b>	<b>V00117</b>	<b>Jason Caywood</b>	<b>287.88</b>	
127940	125335		Telephone	225.00	
127940	125335		Automobile Expense	62.88	
			Line Amount Total	287.88	

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<b>93035 08/08/23</b>	<b>V00147</b>	<b>Greater Angleton Chamber of Commerce</b>		<b>350.00</b>	
127873	125278		Community Events		350.00
			Line Amount Total		350.00
<b>93036 08/08/23</b>	<b>V00177</b>	<b>Arthur J. Gallagher Risk Management Services, LLC</b>		<b>176,332.81</b>	
127882	125273		Prepaid Insurance		176,332.81
			Line Amount Total		176,332.81
<b>93037 08/08/23</b>	<b>V00178</b>	<b>Waypoint</b>		<b>5,984.92</b>	
127818	125135		Contract Services		181.40
127818	125135		Contract Services		1,269.80
127818	125135		Contract Services		4,001.20
127818	125135		Veeam Backup for O365 1 YRMLIC Yr Renewal		
127818	125135		Veeam Backup for O365 1 YRMLIC Year renewal		
127818	125135		Beeam Backup andReplication 8 sockets 1 yr renewal		
127830	125201		Furniture and Equipment Purchases <\$5,000		532.52
			Line Amount Total		5,984.92
<b>93038 08/08/23</b>	<b>V00188</b>	<b>Steve Alongis</b>		<b>280.00</b>	
127922	125322		M&R Other-Mowing, Weed Control Etc		280.00
			Line Amount Total		280.00
<b>93039 08/08/23</b>	<b>V00192</b>	<b>Glomar International, Inc.</b>		<b>972.33</b>	
127847	125247		M&R TOE-Gantry Crane		173.42
127847	125247		M&R TOE-Gantry Crane		173.42
127874	125279		M&R TOE-Gantry Crane		312.75
127874	125279		M&R TOE-Gantry Crane		312.74
			Line Amount Total		972.33
<b>93040 08/08/23</b>	<b>V00221</b>	<b>Dynamics Southwest, Inc.</b>		<b>1,642.50</b>	
127892	123360		Accounting MS Dynamics Software Upgrade		1,642.50
			Line Amount Total		1,642.50
<b>93041 08/08/23</b>	<b>V00228</b>	<b>Department of Information Resources</b>		<b>312.03</b>	
127780	125186		Telephone		60.89
127780	125186		Telephone		30.45
127780	125186		Telephone		121.69
127780	125186		Telephone		7.61
127780	125186		Telephone		30.49
127780	125186		Telephone		7.61
127780	125186		Telephone		7.61
127780	125186		Telephone		15.23
127780	125186		Telephone		30.45
			Line Amount Total		312.03
<b>93042 08/08/23</b>	<b>V00255</b>	<b>Salt Water Salvage</b>		<b>126,350.00</b>	
127855	121075		Funishing labor, materials, equipment & insurance		126,350.00
127855	121075		for the Dock 1, 2, 3, and 5 Sheet Pile Repair 2022		
127855	121075		Project No. 22-02		
127855	121075		Board Approved 4/14/2022		
			Line Amount Total		126,350.00
<b>93043 08/08/23</b>	<b>V00258</b>	<b>HubSpot, Inc.</b>		<b>3,600.00</b>	
127932	125318		Contract Services		3,600.00
			Line Amount Total		3,600.00

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<b>93044</b>	<b>08/08/23</b>	<b>V00266</b>	<b>Pitney Bowes Bank Inc Purchase Power</b>	<b>520.99</b>	
127920	125316		Postage and Freight		101.65
127920	125316		Postage and Freight		50.85
127920	125316		Postage and Freight		203.19
127920	125316		Postage and Freight		12.71
127920	125316		Postage and Freight		50.90
127920	125316		Postage and Freight		12.71
127920	125316		Postage and Freight		12.71
127920	125316		Postage and Freight		25.42
127920	125316		Postage and Freight		50.85
			Line Amount Total		520.99
<b>93045</b>	<b>08/08/23</b>	<b>V00276</b>	<b>All Marine, LLC</b>	<b>552.68</b>	
127893	125293		M&R Bldgs-Security Bldg		552.68
			Line Amount Total		552.68
<b>93046</b>	<b>08/08/23</b>	<b>V00368</b>	<b>CCH Incorporated</b>	<b>772.73</b>	
127902	125336		Subscriptions		772.73
			Line Amount Total		772.73
<b>93047</b>	<b>08/08/23</b>	<b>V00398</b>	<b>City of Clute</b>	<b>1,100.00</b>	
127879	125237		Community Events-C.A.P		1,100.00
			Line Amount Total		1,100.00
<b>93048</b>	<b>08/08/23</b>	<b>V00457</b>	<b>Gulf Ports Association</b>	<b>350.00</b>	
127876	125281		Technical Training		350.00
127876	125281		Nov 23 Conf Jesse Hibbetts Regis		
			Line Amount Total		350.00
<b>93049</b>	<b>08/08/23</b>	<b>V00490</b>	<b>Applied Industrial Technologies</b>	<b>4,524.65</b>	
127881	124999		Inventory- Spare Parts ZPMC Cranes-Bearings		4,374.75
127881	124999		Inventory- Spare Parts ZPMC Cranes- Seals		
127881	124999		Inventory- Spare Parts ZPMC Cranes		149.90
			Line Amount Total		4,524.65
<b>93050</b>	<b>08/08/23</b>	<b>V00539</b>	<b>Cintas</b>	<b>308.34</b>	
127840	125244		M&R TOE-Gantry Crane		154.17
127840	125244		M&R TOE-Gantry Crane		154.17
			Line Amount Total		308.34
<b>93051</b>	<b>08/08/23</b>	<b>V00593</b>	<b>McAllen Signal and Boring , LLC</b>	<b>500.00</b>	
127852	122863		M&R Rail-Other		500.00
127852	122863		Monthly Rail Crossing Inspection		
127852	122863		October 2022 - September 2023		
			Line Amount Total		500.00
<b>93052</b>	<b>08/08/23</b>	<b>V00609</b>	<b>Hilltop Securities Asset Management, LLC</b>	<b>980.00</b>	
127913	125313		Consultant Fees - Other		980.00
			Line Amount Total		980.00
<b>93053</b>	<b>08/08/23</b>	<b>V00663</b>	<b>B&amp;K Motor Parts, Inc</b>	<b>2,854.65</b>	
127885	125292		Maint and Operations Supplies		202.81
127885	125292		Fuel/Oil		1,039.85
127885	125292		M&R TOE-General Terminal Ops Equip & Tools		476.55
127885	125292		M&R TOE-Hyster Forklift 440		106.35
127885	125292		M&R TOE-Yale Forklift		349.65
127885	125292		M&R TOE-John Deere Gator		61.51
127885	125292		M&R TOE-Gantry Crane		58.88

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127885	125292		M&R TOE-Gantry Crane	58.88	
127885	125292		M&R TOE-Street Sweeper	327.40	
127885	125292		M&R Vehicles-Chevy Van	172.77	
			Line Amount Total	2,854.65	
<b>93054</b>	<b>08/08/23</b>	<b>V00682</b>	<b>SHI Government Solutions Inc.</b>	<b>3,887.00</b>	
127938	125137		Contract Services	3,887.00	
127938	125137		Fortinet Firewall Renewals - 1 year		
			Line Amount Total	3,887.00	
<b>93055</b>	<b>08/08/23</b>	<b>V00755</b>	<b>Vogel Digital Marketing</b>	<b>500.00</b>	
127928	125308		Industry Advertising	500.00	
			Line Amount Total	500.00	
<b>93056</b>	<b>08/08/23</b>	<b>V00788</b>	<b>Montrose Environmental Solutions</b>	<b>3,021.55</b>	
127880	120786		Professional Services for the	3,021.55	
127880	120786		2022 Environmental Regulatory Compliance Services		
127880	120786		Project No. 22-05		
127880	120786		Board Approved 3/10/2022		
			Line Amount Total	3,021.55	
<b>93057</b>	<b>08/08/23</b>	<b>V00808</b>	<b>Whitener Enterprises Inc.</b>	<b>2,232.16</b>	
127864	125185		Fuel/Oil	2,232.16	
			Line Amount Total	2,232.16	
<b>93058</b>	<b>08/08/23</b>	<b>V00853</b>	<b>Empower Annuity Ins Co of America</b>	<b>237.50</b>	
127872	125276		Contract Services	237.50	
			Line Amount Total	237.50	
<b>93059</b>	<b>08/08/23</b>	<b>V00880</b>	<b>Christine Lewis</b>	<b>486.81</b>	
127939	125334		Telephone	75.00	
127939	125334		Office Supplies	5.86	
127939	125334		Community Events	293.31	
127939	125334		Automobile Expense	21.81	
127939	125334		Safety Supplies	90.83	
			Line Amount Total	486.81	
<b>93060</b>	<b>08/08/23</b>	<b>V00905</b>	<b>Industrial Scale Company</b>	<b>2,058.70</b>	
127850	125246		M&R Leased Facilities-24A (Chiquita)	2,058.70	
127850	125246		Emergency Repairs per JH		
			Line Amount Total	2,058.70	
<b>93061</b>	<b>08/08/23</b>	<b>V00944</b>	<b>Breakthrough Consulting Group, LLC</b>	<b>6,150.00</b>	
127929	124506		Consultant Fees - Other	6,150.00	
127929	124506		Public Relations Assistance May 1st-August 1st		
127929	124506		Monthly flat fee		
127929	124506		30 days written notice to termine		
			Line Amount Total	6,150.00	
<b>93062</b>	<b>08/09/23</b>	<b>V00004</b>	<b>City of Freeport</b>	<b>250.00</b>	
127871	125277		Community Events	250.00	
			Line Amount Total	250.00	
<b>93063</b>	<b>08/09/23</b>	<b>V00004</b>	<b>City of Freeport</b>	<b>7,100,000.00</b>	
127949	125348		Construction in Progress	7,100,000.00	
			Line Amount Total	7,100,000.00	
<b>93064</b>	<b>08/15/23</b>	<b>V00005</b>	<b>Phyllis Saathoff</b>	<b>150.72</b>	
127959	125353		Telephone	136.75	

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127959	125353		Office Supplies	13.97	
			Line Amount Total	150.72	
<b>93065</b>	<b>08/15/23</b>	<b>V00007</b>	<b>Office Universe, Inc.</b>	<b>113.96</b>	
127853	125261		Office Supplies	113.96	
			Line Amount Total	113.96	
<b>93066</b>	<b>08/15/23</b>	<b>V00012</b>	<b>FedEx</b>	<b>24.65</b>	
127909	125307		Postage and Freight	10.48	
127909	125307		Postage and Freight	14.17	
			Line Amount Total	24.65	
<b>93067</b>	<b>08/15/23</b>	<b>V00037</b>	<b>Briggs Equipment</b>	<b>1,057.82</b>	
127884	125274		M&R TOE-Yale Forklift	1,057.82	
			Line Amount Total	1,057.82	
<b>93068</b>	<b>08/15/23</b>	<b>V00039</b>	<b>Brazosport Tire</b>	<b>808.82</b>	
127899	125299		M&R Groundskeeping Equipment-5510 John Deere	210.00	
127900	125300		M&R TOE-Toyota Forklift	598.82	
			Line Amount Total	808.82	
<b>93069</b>	<b>08/15/23</b>	<b>V00040</b>	<b>The Brazosport Facts</b>	<b>693.60</b>	
127969	125375		Community Advertising	693.60	
			Line Amount Total	693.60	
<b>93070</b>	<b>08/15/23</b>	<b>V00046</b>	<b>Sprint Waste Services</b>	<b>1,127.80</b>	
127961	125365		Contract Services	522.90	
127962	125366		Contract Services	170.82	
127962	125366		Contract Services	214.12	
127971	125368		Contract Services	219.96	
			Line Amount Total	1,127.80	
<b>93071</b>	<b>08/15/23</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>32.98</b>	
127854	125251		Office Supplies	32.98	
			Line Amount Total	32.98	
<b>93072</b>	<b>08/15/23</b>	<b>V00077</b>	<b>Brookside Equipment</b>	<b>350.19</b>	
127901	125306		M&R TOE-2017 Atlas Light Tower V5+	350.19	
			Line Amount Total	350.19	
<b>93073</b>	<b>08/15/23</b>	<b>V00096</b>	<b>Centerpoint Energy</b>	<b>29.09</b>	
127975	125399		Water & Gas	29.09	
			Line Amount Total	29.09	
<b>93074</b>	<b>08/15/23</b>	<b>V00097</b>	<b>Comcast Business</b>	<b>1,283.70</b>	
127994	125389		Contract Services	1,283.70	
			Line Amount Total	1,283.70	
<b>93075</b>	<b>08/15/23</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>72,927.33</b>	
127963	125358		Security Service Fees	35,134.85	
127964	125359		Security Service Fees	624.78	
127965	125360		Security Service Fees	121.49	
127966	125361		Security Service Fees	1,021.05	
127989	125371		Security Service Fees	867.75	
127990	125373		Security Service Fees	919.82	
127991	125374		Security Service Fees	219.83	
128000	125372		Security Service Fees	34,017.76	
			Line Amount Total	72,927.33	

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<b>93076</b>	<b>08/15/23</b>	<b>V00104</b>	<b>Donald Mullett</b>	<b>6,570.64</b>	
127997	125357		Inventory- Spare Parts ZPMC Cranes	2,193.95	
127998	125381		Inventory- Spare Parts ZPMC Cranes	3,500.95	
127998	125381		Inventory- Spare Parts ZPMC Cranes	875.74	
			Line Amount Total	6,570.64	
<b>93077</b>	<b>08/15/23</b>	<b>V00106</b>	<b>Freese &amp; Nichols</b>	<b>230,858.00</b>	
127887	123684		Construction in Progress	230,858.00	
			Line Amount Total	230,858.00	
<b>93078</b>	<b>08/15/23</b>	<b>V00115</b>	<b>AT&amp;T:979-373-0020 6635</b>	<b>2,041.44</b>	
127973	125376		Telephone	775.76	
127973	125376		Telephone	387.87	
127973	125376		Telephone	102.07	
127973	125376		Telephone	387.87	
127973	125376		Telephone	387.87	
			Line Amount Total	2,041.44	
<b>93079</b>	<b>08/15/23</b>	<b>V00124</b>	<b>Carriage House Partners</b>	<b>5,000.00</b>	
127993	123362		Consultant Fees - Other	5,000.00	
			Line Amount Total	5,000.00	
<b>93080</b>	<b>08/15/23</b>	<b>V00193</b>	<b>Grainger</b>	<b>229.03</b>	
127875	125280		M&R TOE-Gantry Crane	87.92	
127875	125280		M&R TOE-Gantry Crane	87.91	
127911	125305		M&R TOE-Gantry Crane	26.60	
127911	125305		M&R TOE-Gantry Crane	26.60	
			Line Amount Total	229.03	
<b>93081</b>	<b>08/15/23</b>	<b>V00219</b>	<b>Toyota Lift of Houston</b>	<b>57.82</b>	
127967	125362		M&R TOE-Gantry Crane	28.91	
127967	125362		M&R TOE-Gantry Crane	28.91	
			Line Amount Total	57.82	
<b>93082</b>	<b>08/15/23</b>	<b>V00249</b>	<b>JOC Group Inc.</b>	<b>4,200.00</b>	
127933	123402		Industry Advertising	4,200.00	
			Line Amount Total	4,200.00	
<b>93083</b>	<b>08/15/23</b>	<b>V00433</b>	<b>Indo American Chamber of Commerce</b>	<b>7,500.00</b>	
127958	124717		Commercial Events-July	5,000.00	
127958	124717		Dues & Memberships & Licenses-Jan-July	1,458.35	
127958	124717		Dues & Memberships & Licenses-Aug-Dec23	1,041.65	
			Line Amount Total	7,500.00	
<b>93084</b>	<b>08/15/23</b>	<b>V00436</b>	<b>Ultima Media Ltd</b>	<b>19,600.00</b>	
128001	124858		Commercial Events	19,600.00	
128001	124858		Auto Logistics Conf/Gold Sponsor-September		
			Line Amount Total	19,600.00	
<b>93085</b>	<b>08/15/23</b>	<b>V00490</b>	<b>Applied Industrial Technologies</b>	<b>1,508.22</b>	
127972	124999		Inventory- Spare Parts ZPMC Cranes-Bearings	1,458.25	
127972	124999		Inventory- Spare Parts ZPMC Cranes- Seals		
127972	124999		Inventory- Spare Parts ZPMC Cranes		
127972	124999		Inventory- Spare Parts ZPMC Cranes	49.97	
			Line Amount Total	1,508.22	
<b>93086</b>	<b>08/15/23</b>	<b>V00556</b>	<b>Leaf Engineers</b>	<b>9,900.00</b>	
127889	124518		Construction in Progress	9,900.00	



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127889		124518	Professional Svcs for the Fiber Optic Ext Proj		
			Line Amount Total		9,900.00
<b>93087</b>	<b>08/15/23</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>3,142.42</b>	
127996		125393	M&R Other-Mowing, Weed Control Etc		1,305.45
127996		125393	Contract Labor Expense		329.44
127956		125363	M&R Other-Mowing, Weed Control Etc		1,507.53
			Line Amount Total		3,142.42
<b>93088</b>	<b>08/15/23</b>	<b>V00770</b>	<b>UniFirst Holdings Inc.</b>	<b>374.94</b>	
127968		123260	Annual Contract - Ops Employees uniforms, mats,		
127968		123260	towels, soap etc.		
127968		123260	Maint and Operations Supplies		241.61
127968		123260	Other Receivables		71.20
127968		123260	M&R Bldgs-Operations Bldg		21.44
127968		123260	Annual Contract - EOC mats, soap etc.		
127968		123260	M&R Bldgs-Admin Bldg 1100 Cherry St		24.44
127968		123260	Annual Contract - Admin mats, soap etc.		
127968		123260	M&R Bldgs-Security Bldg		16.25
127968		123260	1 Year Agreement (October 2022-September 2023)		
			Line Amount Total		374.94
<b>93089</b>	<b>08/15/23</b>	<b>V00820</b>	<b>ADT Commercial LLC</b>	<b>854.00</b>	
127974		125392	Badge Supplies		854.00
			Line Amount Total		854.00
<b>93090</b>	<b>08/15/23</b>	<b>V00837</b>	<b>All Traffic Solutions Inc.</b>	<b>20,000.00</b>	
127954		125172	SpeedAlert 34 Radar Message Sign		9,307.15
127954		125172	24 Mo Traffic Suite Remote Monitoring		3,000.00
127954		125172	Trailer w/90W Solar Power Panel		7,254.00
127954		125172	Shipping & Handling		438.85
			Line Amount Total		20,000.00
<b>93091</b>	<b>08/15/23</b>	<b>V00875</b>	<b>Hannah Fitzsimmons</b>	<b>150.00</b>	
127977		125379	Telephone		150.00
			Line Amount Total		150.00
<b>93092</b>	<b>08/15/23</b>	<b>V00922</b>	<b>Security Control Systems</b>	<b>1,750.00</b>	
127960		123581	M&R Bldgs-Security Bldg		1,750.00
127960		123581	Honeywell PWLP 1501 Controller		
127960		123581	NTE Labor charge (4 hours) including travel		
			Line Amount Total		1,750.00
<b>93093</b>	<b>08/15/23</b>	<b>V00971</b>	<b>Patricia Gibson</b>	<b>518.89</b>	
127980		125401	Flexible Spending Emp Reimbursement		518.89
			Line Amount Total		518.89
<b>93094</b>	<b>08/18/23</b>	<b>V00362</b>	<b>Equipment Management Services, LLC</b>	<b>2,950.00</b>	
128025		125440	New 20 Ft Container		2,550.00
128025		125440	Delivery		400.00
128025		125440	Used as emer cont for Gantry cranes		
			Line Amount Total		2,950.00
<b>93095</b>	<b>08/23/23</b>	<b>V00002</b>	<b>EM-Print Company</b>	<b>66.67</b>	
128010		125408	Office Supplies Arbolante Bus Cards		66.67
			Line Amount Total		66.67

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<b>93096</b>	<b>08/23/23</b>	<b>V00011</b>	<b>Gulftex Vending</b>	<b>83.74</b>	
128014	125421		Office Supplies		83.74
			Line Amount Total		83.74
<b>93097</b>	<b>08/23/23</b>	<b>V00012</b>	<b>FedEx</b>	<b>61.36</b>	
128045	125438		Inventory- Spare Parts ZPMC Cranes		61.36
128045	125438		shipping for spare parts ordered for cranes		
			Line Amount Total		61.36
<b>93098</b>	<b>08/23/23</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>633.72</b>	
127912	125338		Office Supplies		330.67
127957	125364		Office Supplies		303.05
			Line Amount Total		633.72
<b>93099</b>	<b>08/23/23</b>	<b>V00032</b>	<b>Matheson Tri Gas</b>	<b>638.10</b>	
127970	125367		Maint and Operations Supplies		638.10
			Line Amount Total		638.10
<b>93100</b>	<b>08/23/23</b>	<b>V00041</b>	<b>Evco Industrial Hardware</b>	<b>84.00</b>	
127782	125194		M&R TOE-Gantry Crane		42.00
127782	125194		M&R TOE-Gantry Crane		42.00
			Line Amount Total		84.00
<b>93101</b>	<b>08/23/23</b>	<b>V00044</b>	<b>Ready Refresh</b>	<b>492.59</b>	
128073	125464		Office Supplies		71.95
128073	125464		Office Supplies		35.97
128073	125464		Office Supplies		8.99
128073	125464		Office Supplies		35.97
128073	125464		Office Supplies		303.74
128073	125464		Office Supplies		35.97
			Line Amount Total		492.59
<b>93102</b>	<b>08/23/23</b>	<b>V00046</b>	<b>Sprint Waste Services</b>	<b>522.90</b>	
128050	125424		Contract Services		522.90
			Line Amount Total		522.90
<b>93103</b>	<b>08/23/23</b>	<b>V00049</b>	<b>Brazos Fasteners</b>	<b>294.28</b>	
127895	125295		M&R Roads-Other		294.28
			Line Amount Total		294.28
<b>93104</b>	<b>08/23/23</b>	<b>V00053</b>	<b>Shred it Houston</b>	<b>217.81</b>	
127984	125394		Office Supplies		42.51
127984	125394		Office Supplies		21.25
127984	125394		Office Supplies		85.00
127984	125394		Office Supplies		5.31
127984	125394		Office Supplies		21.25
127984	125394		Office Supplies		5.31
127984	125394		Office Supplies		5.31
127984	125394		Office Supplies		10.62
127984	125394		Office Supplies		21.25
			Line Amount Total		217.81
<b>93105</b>	<b>08/23/23</b>	<b>V00054</b>	<b>Summit Electric Supply</b>	<b>2,560.02</b>	
127790	125192		M&R Leased Facilities-24A (Chiquita)		748.41
127792	125206		M&R Warehouse-Warehouse 51		11.90
127859	125243		M&R Bldgs-Operations Bldg		132.00
127924	125319		M&R Leased Facilities-24A (Chiquita)		56.81

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Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
127925	125320		M&R Docks-Dock Berth 1	816.68	
127926	125321		M&R Leased Facilities-24A (Chiquita)	221.07	
127791	125205		M&R Warehouse-Warehouse 51	573.15	
			Line Amount Total	2,560.02	
<b>93106</b>	<b>08/23/23</b>	<b>V00055</b>	<b>Jesse Hibbetts</b>	<b>285.68</b>	
128015	125418		Sales/Promotion Travel	285.68	
			Line Amount Total	285.68	
<b>93107</b>	<b>08/23/23</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>505.90</b>	
128002	125262		Office Supplies	81.86	
127982	125383		Office Supplies-OPS 2 chairmats	103.48	
127983	125384		Office Supplies	31.99	
128072	125465		Office Supplies	288.57	
			Line Amount Total	505.90	
<b>93108</b>	<b>08/23/23</b>	<b>V00070</b>	<b>Darlene Winkler</b>	<b>58.95</b>	
128062	125461		Community Event-TACFT	30.78	
128062	125461		Community Events	22.93	
128063	125468		Community Event-TACFT	5.24	
			Line Amount Total	58.95	
<b>93109</b>	<b>08/23/23</b>	<b>V00073</b>	<b>Roger Johnston</b>	<b>274.18</b>	
128074	125463		M&R Bldgs-Operations Bldg	97.39	
128074	125463		M&R Bldgs-Buildings VT Berth 7	176.79	
			Line Amount Total	274.18	
<b>93110</b>	<b>08/23/23</b>	<b>V00110</b>	<b>Jason Miura</b>	<b>441.24</b>	
128081	125471		Telephone	273.50	
128081	125471		Sales/Promotion Travel	65.70	
128081	125471		Automobile Expense	57.38	
128081	125471		Commercial Events	44.66	
			Line Amount Total	441.24	
<b>93111</b>	<b>08/23/23</b>	<b>V00112</b>	<b>Tricia Vela</b>	<b>138.42</b>	
128083	125469		Telephone	75.00	
128083	125469		Office Supplies	23.99	
128083	125469		Sales/Promotion Travel	26.72	
128083	125469		Community Events	12.71	
			Line Amount Total	138.42	
<b>93112</b>	<b>08/23/23</b>	<b>V00119</b>	<b>JH Sanchez Holding Company</b>	<b>6,495.00</b>	
128005	120825		M&R Bldgs-Admin Bldg 1100 Cherry St	2,723.00	
128005	120825		M&R Bldgs-Security Bldg	650.45	
128005	120825		M&R Bldgs-Operations Bldg	629.45	
128005	120825		M&R Bldgs-Buildings VT Berth 7	948.60	
128005	120825		M&R Bldgs-Buildings VT Berth 7	202.00	
128005	120825		M&R Transit Shed-T.S. 3	91.50	
128005	120825		M&R Bldgs-Maintenance shop RR	110.00	
128005	120825		M&R Bldgs-Customs Office Bldg	880.00	
128005	120825		M&R Bldgs-Operations Bldg	260.00	
128005	120825		Board Approved 1/23/2020		
128005	120825		4th year of contract Feb 23-Jan 24		
			Line Amount Total	6,495.00	
<b>93113</b>	<b>08/23/23</b>	<b>V00125</b>	<b>AT&amp;T:979-230-9161 754-5</b>	<b>475.41</b>	
128034	125442		Telephone	61.99	

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
128034	125442		Telephone		413.42
			Line Amount Total		475.41
<b>93114</b>	<b>08/23/23</b>	<b>V00132</b>	<b>American Journal of Transportation</b>	<b>620.00</b>	
128028	123403		1/2 page Automotive Logistics Feb 2023		
128028	123403		1/2 page ad Gulf Coast Parts & Trade		
128028	123403		1/2 page ad Top 100 Container Parts June 23		
128028	123403		12 months Daily Newsletter banner ad top sopt		620.00
			Line Amount Total		620.00
<b>93115</b>	<b>08/23/23</b>	<b>V00147</b>	<b>Greater Angleton Chamber of Commerce</b>	<b>800.00</b>	
128013	125419		Community Advertising		650.00
128064	125466		Community Events		150.00
128064	125466		Fall Golf Tourn Hole Sponsor 9/18/23		
			Line Amount Total		800.00
<b>93116</b>	<b>08/23/23</b>	<b>V00159</b>	<b>Principal Life Insurance-PLIC-SBD Grand Island</b>	<b>1,608.45</b>	
128056	125444		Group Life Insurance		360.59
128056	125444		Group Life Insurance		168.43
128056	125444		Group Life Insurance		430.94
128056	125444		Group Life Insurance		13.48
128056	125444		Group Life Insurance		181.70
128056	125444		Group Life Insurance		95.02
128056	125444		Group Life Insurance		34.24
128056	125444		Group Life Insurance		35.52
128056	125444		Group Life Insurance		123.26
128056	125444		Group Life Insurance		59.06
128056	125444		Group Life Insurance		106.21
			Line Amount Total		1,608.45
<b>93117</b>	<b>08/23/23</b>	<b>V00168</b>	<b>Junior Achievement of Brazoria County, Inc.</b>	<b>1,000.00</b>	
128054	125443		Community Events		1,000.00
128054	125443		Table Sponsorship for 9/14/23 8 seats		
			Line Amount Total		1,000.00
<b>93118</b>	<b>08/23/23</b>	<b>V00172</b>	<b>Lincoln National Life Insurance Company</b>	<b>1,346.53</b>	
128007	125397		Retirement Expense		309.41
128007	125397		Retirement Expense		139.50
128007	125397		Retirement Expense		526.10
128007	125397		Retirement Expense		85.33
128007	125397		Retirement Expense		74.20
128007	125397		Retirement Expense		24.63
128007	125397		Retirement Expense		90.89
128007	125397		Retirement Expense		72.35
128007	125397		Retirement Expense		24.12
			Line Amount Total		1,346.53
<b>93119</b>	<b>08/23/23</b>	<b>V00178</b>	<b>Waypoint</b>	<b>6,592.80</b>	
128078	125458		Contract Services		208.20
128087	125232		Contract Services		6,384.60
128087	125232		1 year 10 CCU pack, VMare Horizon 8 renewal		
128087	125232		10/01/23-09/20-24		
			Line Amount Total		6,592.80

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Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
<b>93120 08/23/23</b>	<b>V00181</b>	<b>Canon Solutions America, Inc.</b>		<b>195.78</b>	
128038	125430		Maint & Repair - Office Equipment		195.78
			Line Amount Total		195.78
<b>93121 08/23/23</b>	<b>V00187</b>	<b>Brazoria County Septic Service</b>		<b>3,165.00</b>	
128029	125422		Contract Services		1,477.00
128051	125423		Contract Services		1,688.00
			Line Amount Total		3,165.00
<b>93122 08/23/23</b>	<b>V00193</b>	<b>Grainger</b>		<b>329.09</b>	
128047	125435		M&R TOE-Gantry Crane		164.55
128047	125435		M&R TOE-Gantry Crane		164.54
			Line Amount Total		329.09
<b>93123 08/23/23</b>	<b>V00240</b>	<b>A-1 Comfort Systems</b>		<b>14,415.33</b>	
128026	124519		M&R Bldgs-Gate 4		8,608.74
128026	124519		3-Ton Mini Split System (Mitsubishi)		
128026	124519		1 yr labor warranty, 5 yr all parts, 7 yr compress		
128027	124818		M&R Bldgs-Buildings VT Berth 7		5,621.59
128027	124818		Dock 7 Marine Bldg Cooling unit repair		
128033	125407		M&R Bldgs-Gate 8-Guard Bldg		92.50
128033	125407		M&R Bldgs-Scale House		92.50
			Line Amount Total		14,415.33
<b>93124 08/23/23</b>	<b>V00248</b>	<b>Promotions Unlimited</b>		<b>1,380.60</b>	
128048	125425		Community Event-TACFT		645.71
128049	125441		Promotional Items - Community		734.89
			Line Amount Total		1,380.60
<b>93125 08/23/23</b>	<b>V00249</b>	<b>JOC Group Inc.</b>		<b>4,200.00</b>	
128053	123402		Industry Advertising		4,200.00
			Line Amount Total		4,200.00
<b>93126 08/23/23</b>	<b>V00250</b>	<b>Lincoln National Life Insurance Company</b>		<b>3,196.51</b>	
128006	125398		Group STD Insurance		294.60
128006	125398		Group LTD Insurance		256.22
128006	125398		Group STD Insurance		177.97
128006	125398		Group LTD Insurance		151.20
128006	125398		Group STD Insurance		559.09
128006	125398		Group LTD Insurance		379.12
128006	125398		Group STD Insurance Northrup Aug adj		47.63
128006	125398		Group LTD Insurance Northrup Aug adj		28.80
128006	125398		Group STD Insurance		46.62
128006	125398		Group LTD Insurance		28.19
128006	125398		Group STD Insurance		187.10
128006	125398		Group LTD Insurance		165.93
128006	125398		Group STD Insurance		99.23
128006	125398		Group LTD Insurance		79.77
128006	125398		Group STD Insurance		49.23
128006	125398		Group LTD Insurance		29.76
128006	125398		Group STD Insurance		135.04
128006	125398		Group LTD Insurance		103.17
128006	125398		Group STD Insurance		80.54
128006	125398		Group LTD Insurance		48.71
128006	125398		Group STD Insurance		140.61

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Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
128006	125398		Group LTD Insurance	107.98	
			Line Amount Total	3,196.51	
<b>93127</b>	<b>08/23/23</b>	<b>V00270</b>	<b>The Bulletin</b>	<b>325.00</b>	
127992	125382		Community Advertising	325.00	
			Line Amount Total	325.00	
<b>93128</b>	<b>08/23/23</b>	<b>V00291</b>	<b>Moore Supply</b>	<b>845.20</b>	
127978	125369		M&R Docks-Dock Berth 5	845.20	
			Line Amount Total	845.20	
<b>93129</b>	<b>08/23/23</b>	<b>V00342</b>	<b>Rico Elevators, Inc.</b>	<b>1,270.00</b>	
128057	125426		M&R TOE-Gantry Crane	1,270.00	
			Line Amount Total	1,270.00	
<b>93130</b>	<b>08/23/23</b>	<b>V00375</b>	<b>Maritime Workers Emergency Medical Fund</b>	<b>1,800.00</b>	
128055	125136		Industry Advertising	1,800.00	
128055	125136		Breakbulk Golf Tournament Hole in one Sponsor		
			Line Amount Total	1,800.00	
<b>93131</b>	<b>08/23/23</b>	<b>V00389</b>	<b>Austin Seth</b>	<b>265.01</b>	
128061	125467		Sales/Promotion Travel	265.01	
			Line Amount Total	265.01	
<b>93132</b>	<b>08/23/23</b>	<b>V00394</b>	<b>Eagle Traffic, Signs &amp; Safety, LLC</b>	<b>1,250.00</b>	
128031	125290		M&R Leased Facilities-HTS(Hoegh)	375.00	
128031	125290		M&R Leased Facilities-HTS(Hoegh)	750.00	
128031	125290		M&R Leased Facilities-HTS(Hoegh)	125.00	
128031	125290		Pavement Markers Estimate #9964		
			Line Amount Total	1,250.00	
<b>93133</b>	<b>08/23/23</b>	<b>V00413</b>	<b>PBK</b>	<b>2,016.00</b>	
128008	122113		Construction in Progress	2,016.00	
128008	122113		Professional Services for Gate 8		
128008	122113		Guardhouse Expansion - Project No. 22-07		
128008	122113		Board Approved: 07/28/2022		
			Line Amount Total	2,016.00	
<b>93134</b>	<b>08/23/23</b>	<b>V00512</b>	<b>DVV Media International Limited</b>	<b>1,500.00</b>	
128052	125436		Newsletter Ad Aug 11, 2023	500.00	
128052	125436		Newsletter Sponsor Aug 6,2023	500.00	
128052	125436		Newsletter Sponsor Aug 25,2023	500.00	
			Line Amount Total	1,500.00	
<b>93135</b>	<b>08/23/23</b>	<b>V00517</b>	<b>Covenant K9 Detection Services</b>	<b>6,000.00</b>	
127995	122677		Security Service Fees	6,000.00	
127995	122677		October 2022 - September 2023		
127995	122677		Board Approved 9/23/2021		
			Line Amount Total	6,000.00	
<b>93136</b>	<b>08/23/23</b>	<b>V00611</b>	<b>McCarthy Building Companies, Inc.</b>	<b>5,033,234.00</b>	
128060	112704		Construction in Progress	33,234.00	
128060	112704		Labor, Materials, Equip & Insurance for		
128060	112704		Velasco Terminal, Berth 8 Project		
128060	112704		Retainage Payable		
128060	112704		Commission Approved 10/23/19		
128060	112704		Decrease in Contract amount		
128060	112704		Commission Approved 12/12/2019		



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Line Amount Total	5,033,234.00
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<b>93139 08/23/23</b>	<b>V00682</b>	<b>SHI Government Solutions Inc.</b>		<b>8,455.22</b>	
128058	125233		Construction in Progress		8,455.22
128058	125233		Gate 8 renovation		
			Line Amount Total		8,455.22
<b>93140 08/23/23</b>	<b>V00697</b>	<b>Northern Safety Co., Inc.</b>		<b>685.97</b>	
127979	125370		Safety Supplies		27.77
128016	125420		Safety Supplies		658.20
			Line Amount Total		685.97
<b>93141 08/23/23</b>	<b>V00809</b>	<b>Thomson Reuters Holdings Inc.</b>		<b>192.61</b>	
128009	122714		Subscriptions		187.00
128009	122714		Amended Amount for Price Increase		5.61
128009	122714		Monthly Feature Fee for CLEAR Investigation/		
128009	122714		Background Services for 1 Year		
128009	122714		October 2022 - September 2023		
			Line Amount Total		192.61
<b>93142 08/23/23</b>	<b>V00834</b>	<b>Fenix Industries Inc.</b>		<b>594.62</b>	
128004	125174		2023 Ford Maverick Pickup		263.82
128004	125174		Fenix Typhon Siren		
128004	125174		Fenix Front Lightbar		330.80
128004	125174		Quad Srfce Mount Lights		
128004	125174		Spot Luxx 7x3 Scene Lights		
128004	125174		Quad Cannon Lights		
128004	125174		Handling		
			Line Amount Total		594.62
<b>93143 08/23/23</b>	<b>V00863</b>	<b>Enrico Arbolante</b>		<b>300.00</b>	
128039	125439		Telephone		300.00
			Line Amount Total		300.00
<b>93144 08/23/23</b>	<b>V00864</b>	<b>Visual Edge IT</b>		<b>253.93</b>	
127793	125199		Contract Services		68.49
128077	125457		Contract Services		185.44
			Line Amount Total		253.93
<b>93145 08/23/23</b>	<b>V00921</b>	<b>Edge Engineering &amp; Science LLC</b>		<b>1,811.25</b>	
128003	123579		Consultant Fees - Other		1,811.25
128003	123579		2023 Environmental Regulatory Compliance Svcs		
			Line Amount Total		1,811.25
<b>93146 08/23/23</b>	<b>V00929</b>	<b>Katie Tudor</b>		<b>370.76</b>	
128067	125472		Commercial Events		87.77
128067	125472		Sales/Promotion Travel		286.89
128067	125472		Other Receivables		-3.90
			Line Amount Total		370.76
<b>93147 08/23/23</b>	<b>V00938</b>	<b>Principal Life Insurance-PLIC-SBD Grand Island</b>		<b>2,763.20</b>	
128085	125462		Group Dental Insurance		316.08
128085	125462		Group Dental Insurance-Campus		-31.12
128085	125462		Group Vision Insurance		60.70
128085	125462		Group Vision Insurance-Campus		-6.02
128085	125462		Group Dental Insurance		268.94
128085	125462		Group Vision Insurance		51.57
128085	125462		Group Dental Insurance		748.49
128085	125462		Group Vision Insurance		149.12

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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	
128085	125462		Group Dental Insurance	13.62	
128085	125462		Group Vision Insurance	3.03	
128085	125462		Group Dental Insurance	205.86	
128085	125462		Group Vision Insurance	44.61	
128085	125462		Group Dental Insurance	150.63	
128085	125462		Group Dental Insurance-Northrup	123.39	
128085	125462		Group Vision Insurance	26.47	
128085	125462		Group Vision Insurance-Northrup	20.41	
128085	125462		Group Dental Insurance	52.70	
128085	125462		Group Vision Insurance	12.08	
128085	125462		Group Dental Insurance	168.34	
128085	125462		Group Vision Insurance	32.10	
128085	125462		Group Dental Insurance	68.30	
128085	125462		Group Vision Insurance	13.02	
128085	125462		Group Dental Insurance	163.84	
128085	125462		Group Vision Insurance	32.10	
128085	125462		Other Receivables-Hoss	74.94	
			Line Amount Total	2,763.20	
<b>93148</b>	<b>08/23/23</b>	<b>V00957</b>	<b>AT&amp;T:831-001-2806-788</b>	<b>1,199.82</b>	
128059	125470		Telephone	135.68	
128059	125470		Telephone	996.34	
128059	125470		Telephone	67.80	
			Line Amount Total	1,199.82	
<b>93149</b>	<b>08/28/23</b>	<b>V00248</b>	<b>Promotions Unlimited</b>	<b>1,734.26</b>	
128101	125524		Community Event-Port Golf Tournament	434.62	
128108	125523		Community Event-TACFT	409.75	
128108	125523		Promotional Items - Community	889.89	
			Line Amount Total	1,734.26	
<b>93150</b>	<b>08/29/23</b>	<b>V00001</b>	<b>Norma Cheline</b>	<b>1,300.00</b>	
128097	122825		Renewal of Storage Building Lease	1,300.00	
128097	122825		January 1, 2023 to December 31, 2023		
			Line Amount Total	1,300.00	
<b>93151</b>	<b>08/29/23</b>	<b>V00004</b>	<b>City of Freeport</b>	<b>2,004.94</b>	
128115	125510		Water & Gas	571.55	
128116	125518		Water & Gas	188.94	
128117	125519		Water & Gas	68.24	
128118	125520		Water & Gas	682.20	
128119	125521		Water & Gas	494.01	
			Line Amount Total	2,004.94	
<b>93152</b>	<b>08/29/23</b>	<b>V00010</b>	<b>Specialties Company</b>	<b>227.25</b>	
128018	125412		M&R Docks-Dock Berth 5	67.36	
128019	125413		M&R TOE-Street Sweeper	52.81	
128020	125414		M&R TOE-Street Sweeper	64.08	
128021	125415		M&R TOE-Street Sweeper	43.00	
			Line Amount Total	227.25	
<b>93153</b>	<b>08/29/23</b>	<b>V00017</b>	<b>Donnie Joe Evans</b>	<b>75.00</b>	
128124	125492		Telephone	75.00	
			Line Amount Total	75.00	

## Vendor Expenditure

Period: 08/01/23..08/31/23

Port Freeport

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FREEPORTMARY

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
<b>93154 08/29/23</b>	<b>V00018</b>	<b>David Lopez</b>	<b>45.00</b>		
128121	125497	Telephone		45.00	
		Line Amount Total		45.00	
<b>93155 08/29/23</b>	<b>V00023</b>	<b>Patrick's Enterprises, Inc.</b>	<b>361.90</b>		
128132	125486	M&R Bldgs-Operations Bldg		49.90	
128133	125487	Maint and Operations Supplies		312.00	
		Line Amount Total		361.90	
<b>93156 08/29/23</b>	<b>V00041</b>	<b>Evco Industrial Hardware</b>	<b>528.63</b>		
128011	125406	M&R TOE-Gantry Crane		118.97	
128011	125406	M&R TOE-Gantry Crane		118.96	
128040	125416	Maint and Operations Supplies		26.70	
128042	125432	M&R TOE-2021 John Deere Gator HPX615E		264.00	
		Line Amount Total		528.63	
<b>93157 08/29/23</b>	<b>V00049</b>	<b>Brazos Fasteners</b>	<b>880.69</b>		
128035	125427	M&R Leased Facilities-Other		219.96	
128036	125428	M&R TOE-Gantry Crane		275.00	
128036	125428	M&R TOE-Gantry Crane		275.00	
128037	125429	M&R TOE-Gantry Crane		55.37	
128037	125429	M&R TOE-Gantry Crane		55.36	
		Line Amount Total		880.69	
<b>93158 08/29/23</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>1,734.96</b>		
128098	125378	M&R TOE-Gantry Crane		522.50	
128098	125378	M&R TOE-Gantry Crane		522.49	
128098	125378	Cable Hoist			
128099	125480	M&R TOE-Gantry Crane		79.99	
128099	125480	M&R TOE-Gantry Crane		79.99	
128100	125490	M&R TOE-Gantry Crane		265.00	
128100	125490	M&R TOE-Gantry Crane		264.99	
		Line Amount Total		1,734.96	
<b>93159 08/29/23</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>554.97</b>		
127981	125380	Office Supplies		36.99	
128071	125453	Office Supplies - MC office toner		517.98	
		Line Amount Total		554.97	
<b>93160 08/29/23</b>	<b>V00068</b>	<b>Randy Aparicio</b>	<b>45.00</b>		
128135	125493	Telephone		45.00	
		Line Amount Total		45.00	
<b>93161 08/29/23</b>	<b>V00084</b>	<b>Crain, Caton &amp; James</b>	<b>13,981.50</b>		
128088	125511	Legal Fees		9,769.50	
128088	125511	Del Monte			
128089	125512	Legal Fees-Fpt LNG Development		2,106.00	
128090	125515	Legal Fees		2,106.00	
128090	125515	Land & Easement Matters			
		Line Amount Total		13,981.50	
<b>93162 08/29/23</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>36,862.14</b>		
128104	125484	Security Service Fees		34,765.07	
128140	125481	Security Service Fees		416.52	
128141	125482	Security Service Fees		934.28	

## Vendor Expenditure

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Port Freeport

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FREEPORTMARY

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
128142	125483		Security Service Fees	746.27	
			Line Amount Total	36,862.14	
<b>93163</b>	<b>08/29/23</b>	<b>V00104</b>	<b>Donald Mullett</b>	<b>75.00</b>	
128123	125500		Telephone	75.00	
			Line Amount Total	75.00	
<b>93164</b>	<b>08/29/23</b>	<b>V00106</b>	<b>Freese &amp; Nichols</b>	<b>10,783.74</b>	
128092	120785		Professional Services for the	10,783.74	
128092	120785		Parcel 14 Rail Expansion project		
128092	120785		Project No. 22-03		
128092	120785		Board Approved 3/10/2022		
			Line Amount Total	10,783.74	
<b>93165</b>	<b>08/29/23</b>	<b>V00107</b>	<b>HDR, Inc</b>	<b>6,250.00</b>	
128093	114861		FHIP Reach 1		
128093	114861		FHIP - Reach 4	6,250.00	
128093	114861		Professional Services for the FHCIP Reach 1 & 4		
128093	114861		Project No. 20-06		
128093	114861		Board Approved 6/25/2020		
128093	114861		2019 GO Bond		
128093	114861		Other Accounts Payable (JE)		
128093	114861		FHIP Reach 1		
128093	114861		Change Order		
128093	114861		Ammendment No 1 for FHCIP 1,2,4		
128093	114861		Board Approved 03/09/2023		
			Line Amount Total	6,250.00	
<b>93166</b>	<b>08/29/23</b>	<b>V00116</b>	<b>Randy Thompson</b>	<b>45.00</b>	
128136	125494		Telephone	45.00	
			Line Amount Total	45.00	
<b>93167</b>	<b>08/29/23</b>	<b>V00166</b>	<b>Van Scoyoc Associates</b>	<b>11,014.99</b>	
128106	115717		Consultant Fees - Other	11,000.00	
128106	115717		Govt. Liaison Service Agreement Oct.2020-Sept 2023		
128106	115717		Consultant Fees - Other	14.99	
128106	115717		Expenses Incurred-Not to exceed \$8K over course of		
128106	115717		3yrs contract-CA 10/8/2020		
			Line Amount Total	11,014.99	
<b>93168</b>	<b>08/29/23</b>	<b>V00178</b>	<b>Waypoint</b>	<b>350.36</b>	
128079	125459		Furniture and Equipment Purchases <\$5,000	64.42	
128079	125459		Soundbar		
128080	125460		Dell Soundbar	39.36	
128080	125460		Dell 27 Monitor	246.58	
			Line Amount Total	350.36	
<b>93169</b>	<b>08/29/23</b>	<b>V00192</b>	<b>Glomar International, Inc.</b>	<b>304.89</b>	
128046	125434		M&R TOE-Gantry Crane	152.45	
128046	125434		M&R TOE-Gantry Crane	152.44	
			Line Amount Total	304.89	
<b>93170</b>	<b>08/29/23</b>	<b>V00193</b>	<b>Grainger</b>	<b>149.44</b>	
128012	125411		M&R TOE-Yale Forklift	20.89	
128127	125504		M&R TOE-Gantry Crane	45.35	
128127	125504		M&R TOE-Gantry Crane	45.34	
128128	125505		M&R TOE-Gantry Crane	18.93	

## Vendor Expenditure

Period: 08/01/23..08/31/23

Port Freeport

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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	
128128	125505		M&R TOE-Gantry Crane	18.93	
			Line Amount Total	149.44	
<b>93171</b>	<b>08/29/23</b>	<b>V00210</b>	<b>Mimecast North America, Inc.</b>	<b>592.34</b>	
127917	125324		Contract Services	592.34	
			Line Amount Total	592.34	
<b>93172</b>	<b>08/29/23</b>	<b>V00214</b>	<b>McFarland PLLC</b>	<b>12,867.39</b>	
128096	125516		Construction in Progress	11,168.75	
128096	125516		Construction in Progress	1,698.64	
			Line Amount Total	12,867.39	
<b>93173</b>	<b>08/29/23</b>	<b>V00219</b>	<b>Toyota Lift of Houston</b>	<b>333.92</b>	
128023	125409		M&R TOE-Toyota Forklift	224.46	
128024	125410		M&R TOE-Toyota Forklift	109.46	
			Line Amount Total	333.92	
<b>93174</b>	<b>08/29/23</b>	<b>V00256</b>	<b>Blueline Shop &amp; Copy Center</b>	<b>9.98</b>	
128109	125488		Sales/Promotion Travel	9.98	
			Line Amount Total	9.98	
<b>93175</b>	<b>08/29/23</b>	<b>V00267</b>	<b>IWS Gas and Supply of Texas</b>	<b>41.17</b>	
128066	125451		Maint and Operations Supplies	41.17	
			Line Amount Total	41.17	
<b>93176</b>	<b>08/29/23</b>	<b>V00423</b>	<b>Theriot, Inc.</b>	<b>796.24</b>	
128143	125475		M&R Docks-Dock Berth 8	796.24	
			Line Amount Total	796.24	
<b>93177</b>	<b>08/29/23</b>	<b>V00473</b>	<b>Brian Knapp</b>	<b>45.00</b>	
128112	125499		Telephone	45.00	
			Line Amount Total	45.00	
<b>93178</b>	<b>08/29/23</b>	<b>V00500</b>	<b>Mike's Machine Works</b>	<b>507.00</b>	
128131	125502		M&R TOE-Gantry Crane	507.00	
			Line Amount Total	507.00	
<b>93179</b>	<b>08/29/23</b>	<b>V00515</b>	<b>Talk About Good</b>	<b>1,381.60</b>	
128105	125445		Community Advisory Panel Mtg Sept 12,2023		
128105	125445		Inv Boxed Chicken Fried Chicken, mashed potatoe	1,032.00	
128105	125445		Rolls and Butter		
128105	125445		Assorted Desserts	340.00	
128105	125445		Meal Kits	9.60	
			Line Amount Total	1,381.60	
<b>93180</b>	<b>08/29/23</b>	<b>V00528</b>	<b>Kane Russell Coleman Logan</b>	<b>624.00</b>	
128094	125517		Legal Fees	624.00	
128094	125517		File No 71103.00001.000		
			Line Amount Total	624.00	
<b>93181</b>	<b>08/29/23</b>	<b>V00531</b>	<b>Rob Lowe</b>	<b>273.50</b>	
128144	125509		Telephone	273.50	
			Line Amount Total	273.50	
<b>93182</b>	<b>08/29/23</b>	<b>V00653</b>	<b>Paul Bridges &amp; Associates, LLC</b>	<b>11,530.00</b>	
128084	124451		Consultant Fees - Other	11,530.00	
128084	124451		Proposed Cost for Crane Procurement Oversight		
			Line Amount Total	11,530.00	



## Vendor Expenditure

Period: 08/01/23..08/31/23

Port Freeport

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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
93183	08/29/23	V00697	Northern Safety Co., Inc.	315.00	
	128082	125448		Office Supplies	315.00
				Line Amount Total	315.00
93184	08/29/23	V00729	Kevin R. Hartney	45.00	
	128129	125495		Telephone	45.00
				Line Amount Total	45.00
93185	08/29/23	V00808	Whitener Enterprises Inc.	2,366.49	
	128107	125347		Fuel/Oil-Unleaded gasoline	2,366.49
				Line Amount Total	2,366.49
93186	08/29/23	V00834	Feniex Industries Inc.	2,055.51	
	127951	125174		2023 Ford Maverick Pickup	
	127951	125174		Feniex Typhon Siren	
	127951	125174		Feniex Front Lightbar	857.50
	127951	125174		Quad Srfce Mount Lights	716.32
	127951	125174		Spot Luxx 7x3 Scene Lights	198.00
	127951	125174		Quad Cannon Lights	236.36
	127951	125174		Handling	47.33
				Line Amount Total	2,055.51
93187	08/29/23	V00905	Industrial Scale Company	892.49	
	128065	125450		M&R Leased Facilities-24A (Chiquita)	892.49
				Line Amount Total	892.49
93188	08/29/23	V00909	Randle Law Office Ltd.	12,527.50	
	128102	125514		Legal Fees	12,448.00
	128103	125513		Legal Fees	79.50
	128103	125513		Urias v Gilf Stevedoring Svcs	
				Line Amount Total	12,527.50
93189	08/29/23	V00921	Edge Engineering & Science LLC	1,880.00	
	128091	123579		Consultant Fees - Other	1,880.00
	128091	123579		2023 Environmental Regulatory Compliance Svcs	
				Line Amount Total	1,880.00
93190	08/29/23	V00926	Mark Vaughn	45.00	
	128130	125496		Telephone	45.00
				Line Amount Total	45.00
93191	08/29/23	V00968	Columbia Weather Systems	827.24	
	128120	125285		Sensor, Transmittor Cable	137.70
	128120	125285		7-Conductor Shielded Cable	271.50
	128120	125285		Lightening Arrestor	418.04
				Line Amount Total	827.24
93192	08/29/23	V00972	Fire Supply Depot LLC	89.40	
	128126	125507		M&R Vehicles-2021 Chevy Tahoe	7.45
	128126	125507		M&R TOE-2021 John Deere Gator HPX615E	7.45
	128126	125507		M&R TOE-John Deere Gator	7.45
	128126	125507		M&R Bldgs-Operations Bldg	7.45
	128126	125507		M&R TOE-John Deere Gate HPX615E	7.45
	128126	125507		M&R TOE-John Deere Gator	7.45
	128126	125507		M&R TOE-John Deere Gator	7.45
	128126	125507		M&R Vehicles-Ford Pick Up	7.45
	128126	125507		M&R Vehicles-Chevy Colorado	7.45

**Vendor Expenditure**

Period: 08/01/23..08/31/23

Port Freeport

Monday, September 18, 2023

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FREEPORTMARY

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	
Invoice No.	PO No.	GL Account Name	Line Description		Line Amount
128126		125507	M&R Vehicles-Nissan Rogue		7.45
128126		125507	M&R Vehicles-Ford Truck		7.45
128126		125507	M&R Vehicles-Chevy Truck		7.45
			Line Amount Total		89.40
<b>93193</b>	<b>08/29/23</b>	<b>V00974</b>	<b>Texas Association of Foreign Trade Zones Inc</b>	<b>500.00</b>	
128086		125455	Dues & Memberships & Licenses		500.00
			Line Amount Total		500.00
<b>93194</b>	<b>08/29/23</b>	<b>V00016</b>	<b>Rodney Blackstock</b>	<b>46.48</b>	
128145		125498	M&R TOE-Gantry Crane		46.48
			Line Amount Total		46.48
<b>93195</b>	<b>08/29/23</b>	<b>V00975</b>	<b>CEO Media Group LTD</b>	<b>1,495.00</b>	
128146		125473	Industry Advertising		1,495.00
128146		125473	Full Page Ad Port Freeport Brochure		
			Line Amount Total		1,495.00
			<b>Texas Gulf Bank Accounts Payable</b>	<b>13,573,279.48</b>	



1100 CHERRY ST. • FREEPORT, TX 77541  
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WWW.PORTFREEPORT.COM

**TO:** Executive Director/CEO  
Port Commissioners  
Legal Counsel

**FROM:** Director of Business and Economic Development

**DATE:** September 28, 2023

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

---

On July 11, 2023, Staff met with the Finance Advisory Committee and recommended a 5% General Rate Adjustment to Port Freeport Tariff No. 005 to be effective October 01, 2023. The memo to the Finance Advisory is enclosed.

On August 08, 2023, staff held a meeting for Port Partners, Tenants and Users to provide an overview of the proposed General Rate Adjustment and answer questions related to the proposed adjustment. No negative feedback was received during or after the meeting. A copy of the memo to Port Partners, Tenants and User is enclosed.

In addition to the abovementioned memos, enclosed please find:

- 1) The final spreadsheet showing the rate adjustments from 2022 to 2023.
- 2) A spreadsheet comparing Port Freeport rates to other Gulf Ports.
- 3) A redline version of Port Freeport Tariff No. 005 showing the recommended changes and adjustments.

Staff recommends the Port Commission's approval of the adjustments to Port Freeport Tariff no. 005 as presented and any additional non-substantial changes (grammar, formatting, corrections or omissions) to be effective October 01, 2023.

PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO



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**TO:** Executive Director/CEO  
Port Commissioners  
Legal Counsel

**FROM:** Director of Business and Economic Development

**DATE:** July 11, 2023

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

---

Staff recommends a 5% General Rate Adjustment to Port Freeport Tariff No. 005 to be effective October 01, 2023.

Please note the below CPI table published by U.S. Bureau of Labor Statistics.

CPI for All Urban Consumers (CPI-U)							
Original Data Value							
Series Id:		CUURS37BSA0,CUUSS37BSA0					
Series Title:		All items in Houston-The Woodlands-Sugar Land, TX, all urban consumers, not seasonally adjusted					
Year	Jan	Feb	Apr	Jun	Aug	Oct	Dec
2020		230.147	226.387	228.898	228.978	229.885	230.388
2021		232.442	236.604	239.374	241.088	243.813	245.509
2022		250.563	256.668	263.874	264.074	262.423	258.588
2023		263.537	267.002				
DELTA APR 21 - APR 22			8.48%				
DELTA APR 22 - APR 23			4.03%				
	2-Year Delta		12.51%				
	2022 Adjustment		5.00%				
2023 Recommended Adjustment			5.00%				
	Adjustment Lag		2.51%				

Port Freeport's last tariff adjustment of 5% took effect October 01, 2022. Despite an 8.48% change in CPI YOY (see DELTA APR 21 – APR 22 above), staff recommended a 5% adjustment in 2022 because Port Freeport made a 5% adjustment to the tariff in 2021, and back-to-back years of 5% adjustments was

PORT COMMISSION

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DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

**General Rate Adjustment to Port Freeport Tariff No. 005**

July 11, 2023

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not a circumstance that Port Freeport's customers were accustomed to. Staff also recommended a multiyear approach to ensure that subsequent tariff adjustments did not lag too far behind CPI. If a 5% adjustment is approved by the Port Commission, the lag of 2.51% will be recovered in future adjustments.

Port Freeport is a member of the Gulf Seaports Marine Terminal Conference. The conference meets annually and suggests minimum rates for dockage, security on dockage and security on wharfage for member Ports. Below is a table of the recommended rates by GSMTC and the proposed rates for comparison.

**GSMTC Rate Comparison 2023-2024**

<b><u>Security Fees</u></b>	<b><u>Conf. Rate 24</u></b>	<b><u>Proposed Port</u></b>	<b><u>Delta Conf Rate vs.</u></b>
		<b><u>Rate</u></b>	<b><u>Proposed Rate</u></b>
Dockage on Vessels and Barges	11.26%	10.73%	5%
Breakbulk (per ton)	\$ 0.24	\$ 0.24	0%
Dry Bulk (per ton)	\$ 0.05	\$ 0.09	-80%
Liquid Bulk (per ton)	\$ 0.05	\$ 0.09	-80%
Containers (per full unit)	\$ 4.97	\$ 2.77	44%
Vehicles (per unit)	\$ 1.11	\$ 1.44	-30%
<b><u>Dockage (Length Overall)</u></b>			
0' - 199'	\$ 3.62	\$ 3.46	4%
200'-399'	\$ 4.75	\$ 4.39	8%
400'-499'	\$ 6.48	\$ 6.06	6%
500'-599'	\$ 8.68	\$ 8.27	5%
600'-699'	\$ 10.08	\$ 9.63	4%
700'-799'	\$ 12.78	\$ 12.15	5%
800'-899'	\$ 15.41	\$ 14.89	3%
900'-over	\$ 18.43	\$ 17.61	4%

\* Conference suggested 5% increase to security fees and 3% increase to dockage rates

Staff prepared the following timeline for reference.

## Tariff Revision Schedule

Date	Milestone
Tuesday, June 27, 2023	Kickoff meeting <b>(complete)</b>
Tuesday, July 11, 2023	Internal meeting

Date	Milestone
<b>Tuesday, July 11, 2023</b>	Finance Committee meeting
<b>Friday, July 21, 2023</b>	Send memo, redline, spreadsheet to customers (pdf.)
<b>Tuesday, August 8, 2023</b>	In-person meeting with customers
<b>Thursday, September 14, 2023</b>	Finance Committee meeting and seek Port Commission approval
<b>Sunday, October 1, 2023</b>	New Tariff effective date

Enclosed please find:

- 1) Spreadsheet showing the current tariff rates and proposed adjustments.

A redline draft of the proposed changes to Port Freeport Tariff No. 005 will be shared at the next Finance Committee meeting.

Staff seeks the Committee's support of the 5% General Rate Adjustment to Port Freeport Tariff No. 005.





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**TO:** Port Freeport Partners, Tenants and Users

**FROM:** Director of Business and Economic Development

**DATE:** July 24, 2023

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

---

On July 11, 2023, Port Freeport staff met with the Finance Advisory Committee of the Port Freeport Commission and recommended a 5% General Rate Adjustment to Port Freeport Tariff No. 005, with some rates being adjusted on a case-by-case basis, to be effective October 01, 2023.

Please note the below CPI table published by U.S. Bureau of Labor Statistics.

CPI for All Urban Consumers (CPI-U)							
Original Data Value							
Series Id:	CUURS37BSA0,CUUSS37BSA0						
Series Title:	All items in Houston-The Woodlands-Sugar Land, TX, all urban consumers, not seasonally adjusted						
Year	Jan	Feb	Apr	Jun	Aug	Oct	Dec
2020		230.147	226.387	228.898	228.978	229.885	230.388
2021		232.442	236.604	239.374	241.088	243.813	245.509
2022		250.563	256.668	263.874	264.074	262.423	258.588
2023		263.537	267.002				
DELTA APR 21 - APR 22			8.48%				
DELTA APR 22 - APR 23			4.03%				
2-Year Delta			12.51%				
2022 Adjustment			5.00%				
2023 Recommended Adjustment			5.00%				
Adjustment Lag			2.51%				

Port Freeport's last tariff adjustment of 5% took effect October 01, 2022. Despite an 8.48% change in CPI YOY (see DELTA APR 21 – APR 22 above), staff recommended a 5% adjustment in 2022 because Port Freeport made a 5% adjustment to the tariff in 2021. Staff also recommended a multiyear approach to ensure that subsequent tariff adjustments did not lag too far behind CPI. If a 5% adjustment is

PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

**General Rate Adjustment to Port Freeport Tariff No. 005**

July 25, 2023

Page 2

approved by the Port Commission, the lag of 2.51% will be recovered in future adjustments.

Port Freeport is a member of the Gulf Seaports Marine Terminal Conference. The conference meets annually and suggests minimum rates for dockage, security on dockage and security on wharfage for member Ports. Below is a table of the recommended rates by GSMTC and the proposed Port Freeport rates for comparison.

**GSMTC Rate Comparison 2023-2024**

<b><u>Security Fees</u></b>	<b><u>Conf. Rate 24</u></b>	<b><u>Proposed Port</u></b>	<b><u>Delta Conf Rate vs.</u></b>
		<b><u>Rate</u></b>	<b><u>Proposed Rate</u></b>
Dockage on Vessels and Barges	11.26%	10.73%	-5%
Breakbulk (per ton)	\$ 0.24	\$ 0.24	0%
Dry Bulk (per ton)	\$ 0.05	\$ 0.09	44%
Liquid Bulk (per ton)	\$ 0.05	\$ 0.09	44%
Containers (per full unit)	\$ 4.97	\$ 4.77	-4%
Vehicles (per unit)	\$ 1.11	\$ 1.54	28%
<b><u>Dockage (Length Overall)</u></b>			
0' - 199'	\$ 3.62	\$ 3.46	-5%
200'-399'	\$ 4.75	\$ 4.39	-8%
400'-499'	\$ 6.48	\$ 6.06	-7%
500'-599'	\$ 8.68	\$ 8.27	-5%
600'-699'	\$ 10.08	\$ 9.63	-5%
700'-799'	\$ 12.78	\$ 12.15	-5%
800'-899'	\$ 15.41	\$ 14.89	-3%
900'-over	\$ 18.43	\$ 17.61	-5%

Please note the below timeline for reference.

**Tariff Revision Schedule**

<b>Date</b>	<b>Milestone</b>
<b>Tuesday, August 8, 2023</b>	In-person meeting with Port Freeport Partners, Tenants and Users
<b>Thursday, September 14, 2023</b>	Finance Committee meeting and seek Port Commission approval
<b>Sunday, October 1, 2023</b>	New Tariff effective date

Memo to Port Partners Tenants and Users

**General Rate Adjustment to Port Freeport Tariff No. 005**

July 25, 2023

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Enclosed please find:

- 1) Spreadsheet showing the current tariff rates and proposed adjustments.
- 2) Redline draft of Port Freeport Tariff No. 005

Port Freeport staff look forward to discussing further in person (no virtual option planned)  
on **August 08, 2023, at 10:00** at:

Port Freeport Administration Building  
1100 Cherry Street  
Freeport, TX 77541  
USA

		<u>FY2023</u>	<u>FY2024</u>			
<u>TARIFF ITEM</u>	<u>DESCRIPTION</u>	<u>PROPOSED RATE</u>	<u>PROPOSED RATE</u>	<u>UNIT OF MEASURE</u>	<u>MINIMUM</u>	<u>DELTA</u>
305	Disposal of oily residue and waste	\$ 0.22	\$ 0.23	Per barrel	\$ 115.76	5.0%
330	Berth Applications and arrangements	\$ 882.00	\$ 926.10	vacate penalty per hr		5.0%
335	Bunkers	\$ 0.20	\$ 0.21	Per barrel	\$ 34.65	5.0%
340	Cleanliness of Premises	\$ 144.43	\$ 151.65	Per 1k cargo tons	\$ 220.50	5.0%
385	Port Security- Unarmed Security		\$ -	Per Hour ST		
385	Port Security- Armed Security	\$ -	\$ -	Per Hour OT		
385	Port Security- Waterside Patrol	\$ 270.38	\$ 283.90	Per Hour		5.0%
390	Port Security Fees Vessels	10.22%	10.73%	of Dockage		5.0%
390	Port Security Fees Break-Bulk	\$ 0.23	\$ 0.24	Per Ton		5.0%
390	Port Security Fees Bulk Cargo	\$ 0.08	\$ 0.09	Per Ton		12.5%
390	Port Security Fees Containers	\$ 4.54	\$ 4.77	Per Container		5.0%
390	Port Security Fees Vehicles	\$ 1.47	\$ 1.54	Per Unit		5.0%
390	Port Security Fees Railcars	\$ 26.25	\$ 27.56	Per Car		5.0%
405	Stevedore Contractor License	\$ 2,976.75	\$ 3,125.59	Application		5.0%
405	Stevedore Contractor License Renewal	\$ 1,212.75	\$ 1,273.39	Per Year		5.0%
405	Port Service Charge	\$ 0.40	\$ 0.42	Per Ton		5.0%
410	Permits - Hot Work	\$ 101.85	\$ 106.94	each		5.0%
410	Permits - Over Dimensional/Overweight	\$ 589.50	\$ 618.98	each		5.0%
415	Dockage 0 to 199'	\$ 3.29	\$ 3.45	Per foot		5.0%
415	Dockage 200 to 399	\$ 4.18	\$ 4.39	Per foot		5.0%
415	Dockage 400 to 499	\$ 5.77	\$ 6.06	Per foot		5.0%
415	Dockage 500 to 599	\$ 7.85	\$ 8.24	Per foot		5.0%
415	Dockage 600 to 699	\$ 9.18	\$ 9.63	Per foot		5.0%
415	Dockage 700 to 799	\$ 11.57	\$ 12.15	Per foot		5.0%
415	Dockage 800 to 899	\$ 14.18	\$ 14.89	Per foot		5.0%
415	Dockage 900 and Over	\$ 16.77	\$ 17.61	Per foot		5.0%
415	Barges @ Dock 4 Only	\$ 202.50	\$ 212.63	Per Barge		5.0%
415	Barges, Intercoastal or river (minimum)	\$ 202.50	\$ 212.63	Per 24-hour period		5.0%
415	Supply boats	\$ 1,012.56	\$ 1,063.19	Per day		5.0%
420	Shed Hire Up to 500 Net tons	\$ 473.63	\$ 497.32	each		5.0%
420	Shed Hire 501 to 1000 Net tons	\$ 663.33	\$ 696.50	each		5.0%
420	Shed Hire 1001 to 5000 Net tons	\$ 878.08	\$ 921.98	each		5.0%
420	Shed Hire 5001 Net tons and over	\$ 1,277.74	\$ 1,341.63	each		5.0%
445	Equipment - Forklift 5000 to 6000	\$ 28.63	\$ 30.06	Per Hour	2 Hours	5.0%
445	Equipment - Forklift 15000	\$ 47.72	\$ 50.10	Per Hour	2 Hours	5.0%
445	Equipment - Forklift Hyster	\$ 196.85	\$ 206.69	Per Hour	2 Hours	5.0%
445	Equipment - Forklift 8000	\$ 34.60	\$ 36.33	Per Hour	2 Hours	5.0%
445	Equipment - Container Handler/Top Loader	\$ 194.47	\$ 204.19	Per Hour	2 Hours	5.0%
445	Equipment - Yard Truck	\$ 44.14	\$ 46.35	Per Hour	2 Hours	5.0%
445	Equipment - Power Sweeper	\$ 44.14	\$ 46.35	Per Hour	2 Hours	5.0%
445	Equipment - Street Sweeper	\$ 170.34	\$ 178.85	Per Hour	2 Hours	5.0%
445	Equipment - 80' Manlift	\$ 107.88	\$ 113.27	Per Hour	2 Hours	5.0%
445	Equipment - 135' Manlift	\$ 181.69	\$ 190.78	Per Hour	2 Hours	5.0%
445	Equipment - Scissor Lift	\$ 56.78	\$ 59.62	Per Hour	2 Hours	5.0%
445	Pallets	\$ 1.48	\$ 1.55	Per Ton		5.0%
445	Equipment - Gantry Crane	\$ 882.00	\$ 926.10	Per Hour	4 Hours	5.0%
445	Equipment- Gantry Crane Overtime	\$ 905.62	\$ 950.90	Per Hour	\$ 905.63	5.0%
445	Equipment - Gantry Crane Gang Detention Credit	\$ 140.00	\$ 147.00	Per 5 minutes		5.0%
475	Water - Fresh water	\$ 19.15	\$ 20.11	Per 1,000 Gallons	\$ 115.00	5.0%
475	Water - Connection	\$ 59.06	\$ 62.01	each		5.0%
475	Water - Connection at Overtime	\$ 108.15	\$ 113.56	each		5.0%
475	Water - Hoses	\$ 87.15	\$ 91.51	for all hoses		5.0%
480	Patrol Services	\$ 116.55	\$ 122.38	Per Day		5.0%
485	Information Technology Fees- Dedicated Talk Group	\$ 220.50	\$ 231.53	Annually		5.0%

<u>TARIFF ITEM</u>	<u>DESCRIPTION</u>	<u>PROPOSED RATE</u>	<u>PROPOSED RATE</u>	<u>UNIT OF MEASURE</u>	<u>MINIMUM</u>	<u>DELTA</u>
485	Information Technology Fees- Radio Usage	\$ 8.93	\$ 9.38	Per Radio Per Month		5.0%
485	Information Technology Fees- EOC IDF Device	\$ 57.75	\$ 60.64	Per Month		5.0%
485	Information Technology Fees- EOC Rack Space	\$ 115.50	\$ 121.28	Per Month		5.0%
485	Information Technology Fees- Fiber	\$ 115.50	\$ 121.28	Per Month		5.0%
500	Incidental Services - Labor	\$ 64.05	\$ 67.25	Per Hour		5.0%
505	Truck Scales	\$ 12.00	\$ 13.00	per truck		8.3%
540	Minimum Invoice	\$ 55.00	\$ 57.75	per invoice		5.0%
575	Wharfage - Bulk	\$ 0.85	\$ 0.89	Per ton		5.0%
575	Wharfage - Rice by Truck / Rail	\$ 0.83	\$ 0.87	Per Ton		5.0%
575	Wharfage - Crude / Petroleum by Truck	\$ 23.40	\$ 24.57	per truck		5.0%
586	Terminal Use Charges- Containers	\$ 55.00	\$ 57.75	per container unit	7 days free time and \$6.00/TEU/Day thereafter	5.0%
586	Terminal Use Charges- Rail Cars	\$ 220.50	\$ 231.53	Per loaded rail car	7 days free time and \$16.50/car/day thereafter	5.0%
586	Terminal Use Charges	\$ 0.92	\$ 0.96	Per Ton		5.0%
586	Terminal Use Charges- Acreage	\$ 3,817.71	\$ 4,008.60	Per Acre		5.0%
586	Terminal Use Charges- Warehouse	\$ 0.53	\$ 0.56	Per Sq. Ft.		5.0%
586	Terminal Use Charges- Office Space	\$ 4.77	\$ 5.01	Per Sq. Ft.		5.0%
586	Terminal Use Charges- Third Party	\$ 2.38	\$ 2.50	Per Ton		5.0%
625	Wharfage - Containers	\$ 3.46	\$ 3.63	Per Ton		5.0%
635	Wharfage - NOS	\$ 2.89	\$ 3.03	Per Ton		5.0%
640	Wharfage - New and Used Passenger Vehicles	\$ 8.05	\$ 8.45	Per Unit		5.0%
640	Wharfage - All other RORO Cargo	\$ 4.54	\$ 4.77	Per Ton		5.0%
640	Wharfage - Passenger Vehicles not on ship	\$ 16.10	\$ 16.90	Per Unit		5.0%
640	Security Fee - Passenger Vehicles not on Ship	\$ 3.02	\$ 3.17	Per Auto		5.0%
640	Wharfage - All other RORO cargo not on ship	\$ 9.08	\$ 9.54	Per Ton		5.0%
640	Security Fee- All other Roro cargo not on ship	\$ 9.63	\$ 10.11	Per Unit		5.0%
710	Wharfage - Rice	\$ 2.67	\$ 2.80	per ton		5.0%
720	Wharfage - Project Cargo	\$ 2.89	\$ 3.03	Per ton or CBM		5.0%
721	Wharfage - Wind	ITEM 721 TO BE REMOVED AND WHARFAGE FOR WIND ENERGY COMPONENTS WILL BE INVOICED AT N.O.S. RATE				
721	Wharfage - Wind					
724	Licenses: For Temporary Dredge Pipelines Application fee	\$ 541.06	\$ 568.11	Application Fee		5.0%
724	Deposit	\$ 5,100.00	\$ 5,355.00	Refundable Deposit		5.0%
724	Pipeline not over 8" diameter	\$ 3.00	\$ 3.15	per linear foot per pipe		5.0%
724	Over 8" but not over 16" diameter	\$ 4.15	\$ 4.36	per linear foot per pipe		5.0%
724	Over 16" but not over 32" diameter	\$ 7.95	\$ 8.35	per linear foot per pipe		5.0%

**PORT FREEPORT**

**TARIFF NO. 005**

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

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**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

Bill Inge  
Conference Chairman c/o  
Alabama State Port Authority  
PO Box 1588  
Mobile, AL. 36633

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

**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.

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Effective: October 1, 2023~~32~~

**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](http://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.

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**SUBJECT: ABBREVIATIONS**

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither an increase nor 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.

**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.

**CBP**

Assigned by the United States Customs and border Protection to manage customs bonded facilities.  
Port Code – 5311

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**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 is usually 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.

**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.

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**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 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	4 <sup>th</sup> Thursday in November and 4 <sup>th</sup> Friday in November
Christmas	December 24 <sup>th</sup> & 25 <sup>th</sup>

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

**LEASE**

A contractual agreement wherein Port Freeport is referred 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 3<sup>rd</sup> 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.

## SECTION TWO

**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.

**PORT FIRMS CODE**

Identifiers assigned by Customs and Border Protection (CBP).

Port FIRMS Code – T096

Velasco FIRMS Code – T099

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**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 periods.

**RO/RO**

The abbreviation stands for roll-on/roll off. Self-propelled or non-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 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.

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**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.

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SECTION TWO

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**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**

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

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

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

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

E) 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<sup>(1)</sup>****DISPOSAL OF OILY RESIDUE AND WASTE****DISPOSAL OF OILY RESIDUE AND WASTE**

Issued: September 1, 2015

Effective: October 1, 2023~~2~~

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. \$.23~~2~~ per barrel with \$110.25 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 comply 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.

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**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 to 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 to 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.

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**ITEM 330<sup>(1)</sup>****BERTH APPLICATIONS AND ARRANGEMENTS (\*)**

Issued: September 1, 2015

Effective: October 1, 202~~32~~

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 \$~~926.10~~~~882.00~~ 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.

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**BERTH APPLICATIONS AND ARRANGEMENTS (\*) (Cont'd)**

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.

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

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**SUBJECT: REGULATIONS ON USE OF FACILITIES**

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**ITEM 335<sup>(I)</sup>****BUNKERS AND BUNKERING**

Issued: September 1, 2015

Effective: October 1, 202~~32~~

(A) When bunkers are pumped from barge or tank truck to vessel, a charge of \$0.2~~10~~ per barrel will be assessed. Dockage will not be charged on the bunker barge. A minimum charge of \$33.0~~80~~ will be assessed on tank trucks.

(B) 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) 766-3686, via facsimile at (979) 766-3689 or by radio over VHF-FM Channel 83.

**ITEM 340<sup>(I)</sup>****CLEANLINESS OF PREMISES**

Issued: September 1, 2015

Effective: October 1, 202~~32~~

(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, within 24 hours of completion of vessel operations, 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 \$~~451.6544.43~~ per each 1,000 cargo tons, or
- 2) Cleanup cost-plus twenty percent (20%) whichever is greater, or
- 3) \$~~220.50210.00~~-minimum

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**ITEM 345****SAFETY**

Issued: July 27, 2006

Effective: October 1, 2022

**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 Safety Department (979) 373-5913.

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

(G) The Safety Representative 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, the

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**SAFETY (Cont'd)**

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 practices, it may stop the User's work. Port Freeport does not assume User's 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 User's 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. In addition, all persons seeking access to Port Freeport will follow operational safety guidance as per the Port safety guidelines.

(L) Port Freeport 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 on 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

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have a subsequent operation on public roads, shall maintain a valid commercial driver's license at all times during the operation of such vehicle. Any person operating a motorized vehicle on Port Freeport property shall maintain a valid state driver's license at all times during the operation of such vehicle.

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**SAFETY (Cont'd)**

(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. 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

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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: October 1, 2022

(A) Smoking and open flames: It is unlawful to smoke, weld or have open flames in the sheds or within 50' of the piers. Refer to Item 410- Permits.

(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. No idle running vehicles shall be left unattended.

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

**ITEM 370****FUMIGATION REQUIREMENTS**

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

(A) At minimum, Port Freeport Security, Operations and Safety shall be notified in writing at least 24-hours in advance. Port Freeport reserves the ability to reduce the 24-hour notice if the fumigation is time sensitive due to the level of infestation or the potential interference with commerce.

(B) Warning signage shall be applied to all access points while fumigation is in progress.

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

Issued: October 1, 2023~~2~~

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Effective: October 1, 2023~~2~~

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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. (Cont'd)

**HANDLING of HAZARDOUS COMMODITIES (Cont'd)**

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: October 1, 2022

(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 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. Long-shoremen 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.

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## SECTION FOUR

**INSURANCE (\*) (Cont'd)**

(B) II. Any delivery drivers ~~to~~<sup>on</sup> Port premises in connection with ~~towing motor vehicle(s) for deliveries only~~<sup>towing motor vehicle(s) for deliveries</sup> shall be required to show proof of automobile liability insurance. ~~Vehicles Tow vehicles~~ not in possession of proof of insurance will not be permitted to enter Port premises until proof of insurance coverage is produced, unless authorized by Port Freeport Operations or Protective Service Management.

Auto liability including hired and non-owned vehicles minimum limit: \$300,000 ~~per tow truck per incident~~<sup>per tow truck per incident</sup> ~~any once occurrence~~

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 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 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. Long-shoremen 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 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.

**Commented [CH1]:** Changed word "to" to "on"

**Commented [CH2]:** Added the word "towing" for better clarification. Deleted the word "only", because it could cause confusion making it sound like these are the only drivers that have to show insurance.

**Commented [CH3]:** Changes "any one occurrence" to "per tow truck per incident" to be inline with current wording under Texas law (16 Tex. Admin. Code § 86.400)

## ITEM 385<sup>(1)</sup>

### PORT SECURITY MEASURES

Issued: September 1, 2015  
Effective: October 1, 2023<sup>2</sup>

(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.

~~(A) 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 action or omission, physically or verbally, of agents, employees, contractors or invitees, user shall be responsible for such fine plus a twenty percent (20%) administration fee.~~

~~(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. For Port provided security services, coverage cannot be guaranteed with less than a 12-hour notice is given.~~

~~(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 the User requires additional armed security within Port Freeport property, User shall coordinate additional security through Port Freeport's Protective Services. Non-Port Freeport armed security services may be used with the approval of the Port. For Port provided security services, coverage cannot be guaranteed with less than a 12-hour notice is given.~~

~~(2) In the event the User requires additional armed security within Port Freeport property, 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 operations, 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, currency and firearm on Port Freeport owned or leased property.~~

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Issued: October 1, 2023<sup>2</sup>

Effective: October 1, 2023<sup>2</sup>

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## SECTION FOUR

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

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

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

- Unarmed Security, if requested will be at cost plus twenty percent (20%).
- Armed Security, if ~~requested~~ requested, will be at cost plus twenty percent (20%). (Cont'd)
- Security Investigation requests- \$50/hour (4-hour minimum). If video footage is required approved media shall be provided by ~~requestor~~ the requestor.
- Waterside Patrol, dedicated to specific task, area, or vessel: \$~~283.90~~270.38/hour (4- hour min)

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**PORT SECURITY MEASURES (Cont'd)**

- 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%).

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~~(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 (4) times within 30-days 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.~~

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~~(E) Individuals accessing the Port more than (4) times per month for (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.~~

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~~(F) All suspicious activity and security related incidents on Port Freeport property shall be reported to Port Freeport Security (979-373-5900) immediately under the conditions and timelines set forth in Tariff item 345.~~

~~(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.

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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

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facilities through fraud or deception;

- Any attempt to bypass established entry points; (Cont'd)

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

**TWIC ESCORT REQUIREMENTS FOR INDIVIDUALS (Cont'd)**

- 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. (Cont'd)

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**SPONSORSHIP FOR A TWIC ESCORT COMPANY (Cont'd)**

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.

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. (Cont'd)

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**SPONSORSHIP FOR AN INDIVIDUAL TWIC ESCORT** (Cont'd)

- 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:

- 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

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- Two (2) non-TWIC holders in motion

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## SECTION FOUR

**TWIC ESCORT PROCESS (Cont'd)**

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 386(I)  
CYBER SECURITY**

Issued:

Effective: October 1, 2023

Port Freeport requires that all Cybersecurity Incidents or Data Breaches that have resulted in an impact to the daily operations of a Port Freeport business partner (e.g., terminal operator, tenant, vessel owner, vendor, consultant, contractor, or any subcontractor or designee thereof) and wherein said incident may, within reason, pose a risk to Port Freeport's systems, personnel, facilities, or operations be disclosed and reported, in writing, to Port Freeport's Director of Information Technology as expeditiously as practicable, but no later than ten (10) days following the determination of a Cybersecurity Incident or Data Breach or reason to believe an Incident or Data Breach has occurred. In accordance with Chapter 521 of the Texas Business and Commerce Code, any report of a Cybersecurity Incident or Data Breach made to Port Freeport's Director of Information Technology shall include an estimate of the number of Texas residents impacted by such Cybersecurity Incident or Data Breach.

With consideration to the above constraints, impacts to daily operations include, but are not limited to, denial of service, breach of customer data, compromised accounts, ransomware incidents, and unauthorized access to equipment or other infrastructure that may, within reason, put Port Freeport's data, infrastructure, systems, or personnel at risk.

Damage incurred by Port Freeport as a direct result of a Cybersecurity Incident or Data Breach may result in monetary penalties that must be reimbursed by the so compromised entity or entities.

Cybersecurity Incident: (1) Access of a computer, computer network, or computer system without the effective consent of the owner or (2) access of a computer, computer network, or computer system that is owned by Port Freeport or that is owned by a business or other commercial entity engaged in a business activity. – Texas Penal Code, Sec. 33.02

A Cybersecurity Incident also means those offenses detailed in the Texas Penal Code, Chapter 33, as it may be amended from time-to-time.

Data Breach: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or

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## SECTION FOUR

integrity of sensitive personal information maintained by a person or by a business or other commercial entity, including data that is encrypted if the person accessing the data has a key required to decrypt the data. – Texas Business and Commerce Code, Sec. 521.053.

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## ITEM 390<sup>(I)</sup>

### PORT SECURITY FEES

Issued: September 1, 2015  
Effective: October 1, 202~~3~~<sup>2</sup>

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):  
(~~10.7340.22~~ %) of total dockage assessed per port call

Cargo:  
Break-bulk ~~\$0.240.23~~ per ton  
Bulk Cargo (dry or liquid) \$0.08 per ton  
Containers ~~\$4.774.54~~ per loaded  
container Vehicles ~~\$1.541.47~~ per unit  
Loaded railcars ~~\$27.5626.25~~ per car

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

**PORT SECURITY FEES (Cont'd)****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~~ \$10.00~~\$57.00~~ Replacement Port Identification Card:~~\$54.00~~Renewal Port Identification Card: \$10.00~~\$16.00~~

## Port Freeport TWIC Escort Credential:

Initial Port Credential: ~~\$10.00~~ \$27.00Replacement Port Credential: \$30.00Replacement TWIC ESCORTCredential: \$57.00~~\$4.00~~ Renewal Port Credential:\$106.00

## Parking Pass:

Dock Side Parking Pass: \$1~~1006.00~~ 06.00/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: ~~\$3054.00~~ 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.

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.

<sup>3</sup>Issued: October 1, 202~~3~~ 2[Return to Table of Contents](#)Effective: October 1, 202~~2~~

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<sup>(1)</sup>

### 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 onto 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<sup>(1)</sup>****STEVEDORE CONTRACTOR LICENSE**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

Any person or other 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 ~~\$3,125.592,976.75~~ 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.

(2) Issuance, Duration and Expiration of Licenses

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.

(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, considering 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. (Cont'd)

Issued: October 1, 202~~4~~<sup>2023</sup>—

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**STEVEDORE CONTRACTOR LICENSE (Cont'd)**

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 ~~\$1,273.39~~<sup>\$1,212.75</sup> 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, 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,~~<sup>duties,</sup> ~~and~~<sup>and</sup> responsibilities of the Stevedoring License holder. (Cont'd)

**STEVEDORE CONTRACTOR LICENSE (Cont'd)**

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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. (Cont'd)

**STEVEDORE CONTRACTOR LICENSE (Cont'd)****(8) Stevedore Insurance**

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. U.S. Longshoremen & Harbor Workers and Texas Workers Compensation at statutory limits and must contain a subrogation waiver in favor of Port Freeport.
- f. 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~~ ~~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. (Cont'd)

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Issued: October 1, 2023~~2~~

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**(C) Port Service Charge**

A use fee of ~~\$0.420-40~~ 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, 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.

(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<sup>(I)</sup>**

### **PERMITS**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

**(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 - ~~\$106.94~~<sup>101.85</sup>

**(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.

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

SECTION FOUR

Permit Fee - \$~~618.98~~~~598.50~~

(C) Permit and inspection fees in house for lease agreements.

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Issued: October 1, 202~~3~~~~2~~

Effective: October 1, 202~~3~~~~2~~

## SUBJECT: VESSEL REGULATIONS

**ITEM 415<sup>(I)</sup>****DOCKAGE ON ALL VESSELS (\*)**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

**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
Over	Not Over	
0	199	<del>\$3.45</del> <sup>3.29</sup>
200	399	<del>\$4.39</del> <sup>4.18</sup>
400	499	<del>\$6.06</del> <sup>5.77</sup>
500	599	<del>\$8.24</del> <sup>7.85</sup>
600	699	<del>\$9.63</del> <sup>9.18</sup>
700	799	<del>\$12.15</del> <sup>11.57</sup>
800	899	<del>\$14.89</del> <sup>14.18</sup>
900	And over	<del>\$17.61</del> <sup>16.77</sup>

(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 ~~\$212.63~~<sup>202.50</sup> 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 ~~\$212.63~~<sup>202.50</sup> per 24-hour period.

(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 Operation's request to a properly designated berth without notice at the owner's risk and expense.

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**DOCKAGE ON ALL VESSELS (\*) (Cont'd)**

(H) Flat rates on supply boats for offshore operations will be billed ~~\$1,063.19~~~~+012.56~~ 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<sup>(I)</sup>****SHED HIRE**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

(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	<del>\$497.32</del> <del>73.63</del>
(2) 501 to 1,000 net tons	<del>\$696.50</del> <del>63.33</del>
(3) 1,001 to 5,000 net tons	<del>\$921.98</del> <del>78.08</del>
(4) 5,001 net tons and over	<del>\$1,341.63</del> <del>1,277.74</del>

**ITEM 425****PILOTAGE RATES**

Issued: December 1, 1997

Effective: November 1, 2017

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

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>



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**SUBJECT: SPACE RENTALS, FREE TIME, AND PENALTIES**

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**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, except as provided in Item 375. 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<sub>(C)(I)</sub>****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****EQUIPMENT CHARGES**

Issued: September 1, 2015  
Effective: October 1, 2023

(A) The following equipment is available for rent with a 2-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 - \$~~30.06~~<sup>28.63</sup>/hour
- (2) Forklift Machine - 15,000 lb. capacity - \$~~50.10~~<sup>47.72</sup>/hour
- (3) Forklift Machine - Hyster 440/40,500 lb. capacity - \$~~206.69~~<sup>196.85</sup>/hour
- (4) Forklift Machine 8,000 lb. capacity - \$~~36.33~~<sup>34.60</sup>/hour
- (5) Container Handler/Top Loader - \$~~204.19~~<sup>194.47</sup> without operator
- (6) Yard Truck - \$~~46.35~~<sup>44.14</sup>/hour
- (7) Power Sweeper - \$~~46.35~~<sup>44.14</sup>/hour
- (8) Street Sweeper - \$~~178.85~~<sup>170.34</sup>/hour – to include operator
- (9) 80' Manlift - \$~~113.27~~<sup>107.88</sup>/hour
- (10) 135' Manlift - \$~~190.78~~<sup>181.69</sup>/hour
- (11) Scissor Lift - \$~~59.62~~<sup>56.78</sup>/hour

(B) PALLETS: Port Freeport will furnish pallets in good order when requested by customers. Pallet use rate is \$~~1.55~~<sup>1.48</sup> 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 a certified crane operator. Electricity and maintenance shall be furnished by Port. Billing shall be assessed in half hour increments, subject to the following:

1. A rate of \$~~926.10~~<sup>882.00</sup> per crane per hour with a 4-hour minimum during straight time hours.
2. A rate of \$~~950.90~~<sup>905.62</sup> 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 \$~~147.00~~<sup>140.00</sup> 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.

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Effective: October 1, 2023

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**EQUIPMENT CHARGES (Cont'd)**

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 Wharf 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: October 1, 2022

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 User; but Port Freeport does not warrant the equipment's condition. Port Freeport's sole responsibility shall be to furnish mechanic(s) believed to be competent to make such 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

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Issued: October 1, 2023

Effective: October 1, 2023

**RESPONSIBILITY OF USER ON EQUIPMENT RENTED FROM PORT FREEPORT (Cont'd)**

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<sup>(I)</sup>**  
**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.

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Issued: October 1, 2023~~2~~

Effective: October 1, 2023~~2~~

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


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**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<sup>(1)</sup>**  
**WATER**

Issued: September 1, 2015  
 Effective: October 1, 2023~~2~~

(A) A charge for water shall be made of ~~\$20.11~~~~49.15~~ per 1,000 gallons. Rate may be adjusted as necessary to cover Port Freeport costs.

(B) Minimum sale of water to be \$115.00 per service for ships.

(C) Service Charge:  
 For each connection - ~~\$62.01~~~~59.06~~  
 For each connection on overtime - ~~\$113.56~~  
~~108.15~~  
 For hoses supplied - ~~\$91.51~~~~87.15~~

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

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Issued: October 1, 2023~~2~~

Effective: October 1, 2023~~2~~

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**SUBJECT: MISCELLANEOUS**

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**ITEM 480<sup>(I)</sup>**  
**PATROL SERVICES**

Issued: September 1, 2015  
Effective: October 1, 202~~3~~<sup>2</sup>

(A) Vessels calling Port Freeport will be assessed a charge of \$~~122.38+16.55~~ per day for patrol services.

**ITEM 485**  
**INFORMATION TECHNOLOGY FEES**

Issued: October 1, 2017  
Effective: October 1, 202~~3~~<sup>2</sup>

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: ~~\$231.53~~~~220.50~~  
annuallyRadio Usage Fee: ~~\$9.38~~~~8.93~~  
/radio/month

**Additional Services:**

EOC Datacenter IDF Wall Mounted Device -  
~~\$60.64~~~~57.75~~/month EOC Datacenter Rack Space -  
~~\$121.28~~~~+15.50~~/month per 1U (1.75")  
Port Freeport Pair of fiber (From EOC Datacenter to Warehouse) -  
~~\$121.28~~~~+15.50~~/monthPort Freeport will not provide any devices or cables.  
Port Freeport will not provide internet services. Please contact your internet service provider.

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

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**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, 202~~3~~<sup>2</sup>

(A) Any special services not covered in this tariff shall be provided at actual cost-plus twenty percent (20%). The labor rate shall be \$~~67.25~~<sup>64.05</sup> per hour per person with one hour minimum.

**ITEM 505**  
**TRUCK SCALE**

Issued: September 1, 2015  
Effective: October 1, 202~~3~~<sup>2</sup>

Port Freeport maintains, for use of its clients, a 70', ~~2~~<sup>4</sup>00,000 lb. capacity platform truck scale. One copy of weight certificates will be supplied. Charges for use of the scale are:

Charge Per Truck - \$~~13.00~~<sup>12.00</sup>

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Issued: October 1, 202~~3~~<sup>2</sup>

Effective: October 1, 202~~3~~<sup>2</sup>

SUBJECT: LOADING/UNLOADING REGULATION~~NSNS~~

**ITEM 515**  
**APPLICATION**  
**OF TIME**

**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 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 those 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.

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**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<sup>(I)</sup>****MINIMUM INVOICE**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

The minimum charge for loading, unloading or wharfage shall be ~~\$57.75~~~~\$5.00~~.

**ITEM 545****ORDER 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.

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**SUBJECT: WHARFAGE APPLICATION AND REGULATIONS**

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**ITEM 575<sup>(I)</sup>**  
**BULK COMMODITIES**

Issued: September 1, 2015  
Effective: October 1, ~~2023~~2022

- A. Bulk commodities, dry or liquid, import or export will be charged a wharfage rate of \$0.8~~95~~ per 2,000 pounds.
- B. Domestic Milled rice that exits the Port via truck or rail will be assessed a rate of \$0.8~~73~~ 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 \$~~24.5723.40~~ 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<sup>(I)</sup>**  
**TERMINAL USE CHARGES**

Issued: September 1, 2015  
Effective: October 1, ~~2022~~2023

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 \$~~7.75~~~~55.00~~ per container unit, whether full or empty, loaded to or discharged from ocean going vessels. Includes 7 days free time and \$~~6.00~~~~5.50~~ per TEU per day thereafter on Velasco Terminal.
- (B) A terminal use charge of \$~~231.53~~~~220.50~~ per loaded railroad car will be assessed on commodities arriving to or departing from Port facilities. Includes 7 days free time and \$~~16.50~~~~15.75~~ per car per day thereafter.
- (C) A terminal use charge of \$0.9~~2~~~~967~~ per ton will be assessed on commodities handled to or from terminal shed to or from motor trucks.

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Issued: October 1, 202~~3~~

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Effective: October 1, 202~~3~~

**TERMINAL USE CHARGES (Cont'd)**

(D) A charge of \$~~4,008.602~~~~,817.74~~ 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.

(E) A charge of \$0.5~~63~~ 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 \$~~5,014.77~~ 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 \$~~2,502.38~~ per ton will be assessed to 3<sup>rd</sup> 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), for the use of port truck dock facilities or port rail sidings. This will also apply to commodities handled for USDA and CBP Inspections. The port will allow 7-days free time of storage within a warehouse. After the expiration of free time, cargo remaining in the warehouse will be invoiced daily per ITEM 586 (E).

Commented [EH9]: Review cost. Allow 7-days free time.

**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<sup>(1)</sup>****WHARFAGE ON CONTAINERS**

Issued: September 1, 2015  
Effective: October 1, 202~~32~~

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

Issued: October 1, 202~~32~~

Effective: October 1, 202~~32~~

SECTION TWELVE  
\$3.~~63~~~~46~~ per 2,000 Pounds

### WHARFAGE ON CONTAINERS (Cont'd)

(A) This charge is assessed on the gross weight of the container whether full or empty 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 Freeport, is subject to the wharfage charge applicable on export or import containerized cargo.

### ITEM 635<sup>(I)</sup> WHARFAGE CHARGES

Issued: September 1, 2015  
Effective: October 1, 202~~3~~~~2~~

All commodities not otherwise specified shall be charged a wharfage rate of:

Wharfage N.O.S. \$~~3.03~~~~2.89~~ per 2,000 lbs.  
~~Cubic weight or measure, whichever is greater.~~

### ITEM 640<sup>(A)(I)</sup> RORO CARGO

Issued: September 1, 2015  
Effective: October 1, 202~~3~~~~2~~

New and Used Passenger Vehicles Wharfage: \$8.~~45~~~~05~~ PER UNIT  
All other RORO Cargo Wharfage: \$4.~~77~~~~54~~ PER TON

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

Passenger Vehicles as per above:  
\$16.~~90~~~~10~~ per unit transit fee / \$3.~~17~~~~02~~ per unit security fee

Agricultural and Construction:  
\$9.~~54~~~~08~~ per ton transit fee / \$~~10.11~~~~9.63~~ per unit security fee

### ITEM 710<sup>(I)</sup> RICE

Issued: September 1, 2015  
Effective: October 1, 202~~3~~~~2~~

Issued: October 1, 202~~3~~~~2~~

Effective: October 1, 202~~3~~~~2~~

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SECTION TWELVE

Page No. 57

WHARFAGE: \$~~2.80-67~~ per 2,000 lbs.

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Issued: October 1, 202~~32~~

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Effective: October 1, 202~~32~~

**ITEM 720<sup>(1)</sup>****PROJECT CARGO – NOT SPECIFIED**

Issued: September 1, 2015

Effective: October 1, 202~~3~~<sup>2</sup>

Project cargo will be charged a wharfage rate of ~~\$3.03~~<sup>2.89</sup> per 2,000 pounds or 1 CBM (1 cubic meter) whichever is greater.

**ITEM 721<sup>(1)</sup>****WIND POWER GENERATION CARGO**

Issued: — September 1, 2015

Effective: ~~October 1, 2022~~

Wharfage ~~\$2.89~~ per 2,000 pounds or ~~\$1.84~~ 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.~~

[Return to Table of Contents](#)Issued: October 1, 202~~3~~<sup>2</sup>Effective: October 1, 202~~3~~<sup>2</sup>

**SUBJECT: PIPELINE RIGHT OF WAY****ITEM 724<sub>(A)</sub>****TEMPORARY DREDGE PIPELINE RIGHT OF WAY CHARGES**

Issued: March 23, 2017  
Effective: October 1, 2021

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~~ \$5,355.00 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 the 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 substance other 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  
~~\$3,003.15~~ per LF per pipe
- B) Over 8" but not over 16" diameter  
~~\$4,154.36~~ per LF per pipe
- C) Over 16" but not over 32" diameter  
~~\$7,958.35~~ per LF per pipe

For Qualification for Pipeline License and Application please click here:  
[http://www.portfreeport.com/forms\\_new.asp](http://www.portfreeport.com/forms_new.asp)

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Issued: October 1, 202~~3~~

Effective: October 1, 202~~3~~

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1100 CHERRY ST. • FREEPORT, TX 77541  
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WWW.PORTFREEPORT.COM

## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

**FROM:** Al Durel, Director of Operations

**DATE:** September 21, 2023

**SUBJECT:** Gantry Cranes

---

Over the past year, we have had several discussions regarding the purchase of Gantry Cranes. We were initially searching the globe at the end of 2022 for good USED cranes that would fit our requirements. We found (2) two cranes in Mexico that we made an offer on, however, the seller decided not to sell the cranes. We then shifted our attention to moving forward with the purchase of (2) two new cranes but continued our search in the background for used cranes.

Working very closely with PBA and Don Mullett, we completed a 175-page Technical Specifications document for new cranes. We advertised the Request for Proposals in August for (2) two new Gantry Cranes. In addition, we requested that proposers submit (2) two options for crane types. The first would be for “sister” cranes to match the type of cranes we currently have, and the second would be for “Super Post Panamax” Cranes.

Proposals were received September 12, 2023. We entertained a few inquiries regarding the advertisement but only one proposal was received from ZPMC who also met the technical specifications we established.

The following is the price of their proposal for (2) two Ship to Shore Gantry Cranes which includes delivery and commissioning:

Base Crane or Sister Crane Type	\$23,408,000
Super Post Panamax Crane Type	\$25,168,000

The difference between the (2) two types of cranes is \$1,760,000.

In addition to the above, a spare parts inventory will need to be established, estimated cost is \$800,000.

NOTE: Final Terms, Commercial and Legal, may impact the final Price.

### PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO





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WWW.PORTFREEPORT.COM

**TO:** Executive Director/CEO  
Port Commissioners  
Legal Counsel

**FROM:** Director of Business and Economic Development

**DATE:** September 28, 2023

**SUBJECT:** 3<sup>rd</sup> Amendment to 2<sup>nd</sup> Lease Agreement with Vulcan Construction Materials

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On September 14, 2023, the Port Commission approved staff to move forward with preparing an amendment to the 2<sup>nd</sup> Lease Agreement with Vulcan Materials that allows Vulcan to operate the portable HMA plant under a standard TCEQ permit for a period of one (1) year. Enclosed please find the drafted amendment with the following main terms.

1. Permitted use allowing a standard permit for the operation of the HMA plant shall be valid for 1 year from the date the standard permit is issued by TCEQ.
2. No later than March 31, 2024, Tenant shall install and maintain holly trees on the existing levee that is located immediately adjacent to the western boundary of the Leased Premises.
3. Should Port Freeport receive complaints regarding the operation of the HMA plant from a 3<sup>rd</sup> party, then Port Freeport shall notify Vulcan in writing with the details of the complaint received, so Vulcan may remedy the complaint.
4. Vulcan shall reimburse Port Freeport for legal fees incurred for the preparation, negotiation, and execution of the Amendment whether the amendment is approved or not.

A 2<sup>nd</sup> version of the Amendment has been prepared, and is enclosed, that also considers the following:

5. The amendment shall renew annually at the end of the one-year period unless Port Freeport submits written notice 30 days in advance of its intent not to renew.

Staff looks forward to the Port Commissions approval of either amendment.

PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

**THIRD AMENDMENT TO LEASE AGREEMENT**  
(Vulcan - Lease 2)

This Third Amendment to Lease Agreement (“Amendment”) is entered into effective as of September 28, 2023 (the “Effective Date”), between PORT FREEPORT, a conservation and reclamation district, a body politic, and a corporate and governmental agency of the State of Texas (“Landlord”) and VULCAN CONSTRUCTION MATERIALS, LLC, a Delaware limited liability company (“Tenant”).

Recitals:

A. Landlord and Tenant previously entered into that certain Lease Agreement dated October 1, 2019 (the “Lease Agreement”) pursuant to which Tenant leased certain real property from Landlord for the purposes and consideration therein set forth.

B. The Lease Agreement was thereafter amended by (i) that certain First Amendment to Lease Agreement dated December 10, 2020 (the “First Amendment”), and (ii) that certain Second Amendment to Lease Agreement dated January 13, 2022 (the “Second Amendment”).

C. Pursuant to the Second Amendment, the Lease Agreement was amended to allow for the temporary installation and operation by Tenant of a portable hot mix asphalt plant on the Leased Premises for a single public works project.

D. Landlord and Tenant desire to further amend the Lease Agreement to allow for the installation and operation by Tenant of a portable hot mix asphalt plant on the Leased Premises that is not limited to a single public works project.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meaning set forth in the Lease Agreement.

2. Operation of Hot Asphalt Plant. Under the terms of the Second Amendment, Tenant is currently operating a temporary hot asphalt plant under Standard Permit Registration No. 152447L003 dated January 21, 2022 (the “Existing HMA Permit”) issued by the Texas Commission on Environmental Quality (“TCEQ”). Tenant intends to seek a new permit from the TCEQ (a “New HMA Permit”) that is not limited to a single public works project. Subject to the terms and provisions of Lease, as amended by the Second Amendment, Tenant will be allowed to continue to operate the temporary hot asphalt plant (subject to the terms and provisions of the Second Amendment) under the Existing HMA Permit until the New HMA Permit is issued. Upon receipt by Landlord of a copy of the New HMA Permit, the terms and provisions of this Third Amendment will supersede and completely replace the terms and provisions of the Second Amendment, and the Second Amendment will be of no further force or effect.

3. Amendment of Permitted Use. The definition of the term “Permitted Use” as set forth in the Lease Agreement is hereby amended and restated in its entirety to read as follows:

“Permitted Use” means (a) the storage, processing and distribution of Tenant’s Cargo and such related purposes as may be reasonably necessary, incidental or appropriate thereto, (b) subject to the provisions of Section 6.1 hereof, the construction and operation of a ready-mix concrete facility, and (c) subject to the provisions of Section 6.1 hereof, the installation and operation of a portable hot mix asphalt plant.

4. Amendment of Section 6.1. Upon receipt by Landlord of a copy of the New HMA Permit, Section 6.1 of the Lease Agreement is and will be amended and restated in its entirety to read as follows:

**6.1 Permitted Use.** Tenant shall use the Leased Premises only for the Permitted Use. Tenant shall not use the Leased Premises for any other purpose without the prior written approval of Landlord, which approval may be granted or withheld by Landlord in its sole and absolute discretion. In addition:

- (a) Tenant shall not operate a ready-mix concrete facility unless and until the operating plans for such facility have been submitted to Landlord and Tenant has received Engineering Sign-off (as hereafter defined) of such plans. Tenant shall at all times operate the ready-mix concrete facility in accordance with the operating plans that have received Engineering Sign-off and shall make no changes to the operating plans without prior written Engineering Sign-off of such changes.
- (b) Tenant shall not operate a hot mix asphalt plant unless and until (i) Tenant has provided Landlord with a copy of a permit or other authorization (the “HMA Permit”) issued by the Texas Commission on Environmental Quality (the “TCEQ”) and dated on or after October 1, 2023 authorizing the operation of the hot mix asphalt plant, and (ii) the development plans (including the design and routing for any gas lines, electric lines or other utilities required) for such plant have been submitted to Landlord and Tenant has received Engineering Sign-off of such plans. Tenant shall at all times operate the hot mix asphalt plant in accordance with applicable Laws (including, without limitation, the HMA Permit) and the development plans that have received Engineering Sign-off and Tenant shall make no changes to the development plans without the prior written Engineering Sign-off of such changes.
- (c) As used herein, the term “Approved Operating Period” means a period of one (1) year, commencing on the date the HMA Permit is issued.
- (d) The operation of the hot mix asphalt plant by Tenant will be a Permitted Use only during the Approved Operating Period and only so long as the original HMA Permit remains in effect. Tenant shall notify Landlord in writing prior to taking any action to extend or otherwise amend the original HMA Permit and prior to making any applications for any new or supplemental HMA Permit for the hot mix asphalt plant.
- (e) Tenant shall not, without the prior written approval of Landlord, (i) operate the hot mix asphalt plant beyond the Approved Operating Period, (ii) operate the hot mix asphalt plant for any purpose or for quantities in excess of those set forth in the in the original HMA Permit

that is issued by the TCEQ, (iii) otherwise extend or amend the original HMA Permit that is issued by the TCEQ, or (iv) seek or obtain any new or supplemental HMA Permit for the hot mix asphalt plant.

- (f) As used in this Section 6.1, the term “Engineering Sign-off” means written confirmation of no objection from Landlord’s Director of Engineering.

5. Landscaping Requirements. Tenant shall, at Tenant’s expense, install and maintain approximately sixty-eight (68) Yaupon holly trees on the existing levee that is located immediately adjacent to the western boundary of the Leased Premises, in the locations and as depicted on Exhibit A to this Amendment (the “Landscaping”). Subject to delays arising from inclement weather, Tenant shall cause installation of the Landscaping to be completed no later than March 31, 2024. Until March 31, 2026, Tenant shall, at Tenant’s expense, maintain the Landscaping (irrigate and fertilize) and replace any dead trees. Entry upon and use of the levee area by Tenant will be subject to all terms and provisions of the Lease (specifically including, without limitation, the Tenant indemnity provisions contained therein), but Tenant will not be required to pay any Base Rent for the use of the levee area.

6. Complaints Regarding Operations. Landlord shall notify Tenant in writing if Landlord receives any complaints concerning the operation of the hot mix asphalt plant and Landlord shall provide Tenant with a copy of all complaints that are made in writing. Tenant shall promptly investigate all complaints and shall use commercially reasonable efforts to remedy complaints that are substantiated. Tenant shall, upon request, provide Landlord with a written summary of claim investigations and actions taken by Tenant to remedy same.

7. Damages Resulting from Operations. Without limiting of the provisions of Section 12.2 of the Lease Agreement, Tenant acknowledges and agrees that any damages to Landlord’s property and any damages to third-party cargo or other property resulting from the operation of the hot mix asphalt plant will be covered by Tenant’s indemnity set forth in Section 12.2 of the Lease Agreement.

8. Expenses of Landlord. As a condition to this Amendment, Landlord has required that Tenant reimburse Landlord, and Tenant hereby agrees to reimburse Landlord, for all actual, third-party fees and expense (including actual attorneys’ fees and expenses) incurred by Landlord in the preparation, negotiation, and documentation of this Amendment. Such fees and expenses will be invoiced by Landlord to Tenant following the Effective Date and will be payable by Tenant in accordance with the payment terms set forth in the Lease.

9. Parties Bound and Ratification. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant, and their respective permitted successors and assigns, as provided in the Lease Agreement. Except as specifically amended by the terms of the First Amendment, the Second Amendment and this Amendment, the Lease Agreement and the obligations of the Landlord and Tenant thereunder shall be and remain in full force and effect and are hereby ratified and affirmed by Landlord and Tenant. Upon receipt by Landlord of a copy of the New HMA Permit, the terms and provisions of this Third Amendment will supersede and completely replace the terms and provisions of the Second Amendment, and the Second Amendment will be of no further force or effect.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. The facsimile or electronic copy of a party's signature to this Amendment shall be valid as though such signature was an original.

11. Governing Law. THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAWS PROVISIONS THAT WOULD COMPEL THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION), and applicable laws of the United States of America.

12. Conflicts of Interest. Tenant acknowledges that Landlord is a governmental authority and, as such, Landlord is firmly committed to making any business decisions based solely on evaluation of offers that Landlord believes will provide Landlord the best value and greatest return. Basic business integrity dictates that Landlord's business decisions be objective, be in the best interest of Landlord, and be in no way connected to or influenced by any other relationship. The undersigned, as a duly authorized representative of Tenant, represents, warrants and certifies on behalf of Tenant that (a) Tenant has not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or any other thing of value or benefit (including employment, contracts or subcontracts relating to Tenant's business) to any Commissioner, official or employee of Landlord, (b) no Commissioner, official or employee of Landlord has (directly or indirectly) solicited any such payment or contribution, and (c) Tenant does not have any Relationship (as that term is hereinafter defined) with any Commissioner, official or employee of Landlord. For the purposes of this Amendment, a "Relationship" is defined as (i) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord owns ten percent (10%) of the ownership of the Tenant or ownership in Tenant with a fair market value of \$25,000 or more; or (ii) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord has an employment or other business relationship with Tenant that results in taxable income or receipt of something of value by a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord; or (3) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord receives one or more gifts from Tenant that have a total value of more than \$100 in one 12-month period. An "affiliate" of a person is (1) a family member of the person, related within the first degree by consanguinity or affinity, as defined by Subchapter B, Chapter 573 of the Texas Government Code, or (2) an entity owned in whole or in part by the person or by a family member of the person related within the first degree by consanguinity or affinity. The representations, warranties and certifications made in this Section are ongoing and will remain in effect for the term of the Lease. If any of the representations, warranties or certifications made by Tenant herein cease to be correct during the term of the Lease, and in any event prior to making any payment or contribution to or forming a Relationship with a Commissioner, official or employee of Landlord, Tenant will notify Landlord by filing a written statement with the Secretary of the Port Commission through the office of the Executive Port Director. Tenant will be in default under the terms of the Lease if (A) any of the representations, warranties or certifications made herein are false or misleading in any material respect as of the date first written above, (B) Tenant fails to disclose any matter required to be disclosed hereunder, or (C) Tenant makes a payment or contribution to a Commissioner, official or employee of Landlord without first disclosing the nature of the payment to be made as provided herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below, to be effective for all purposes as of the Effective Date.

**Landlord:**

Date signed: \_\_\_\_\_

PORT FREEPORT

ATTEST:

By: \_\_\_\_\_

Barbara Fratila  
Commissioner and Secretary  
Port Commission

By: \_\_\_\_\_

Ravi K. Singhania  
Commissioner and Chairman  
Port Commission

**Tenant:**

VULCAN CONSTRUCTION MATERIALS, LLC

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Depiction of Landscaping Requirements**





**THIRD AMENDMENT TO LEASE AGREEMENT**  
(Vulcan - Lease 2)

This Third Amendment to Lease Agreement (“Amendment”) is entered into effective as of September 28, 2023 (the “Effective Date”), between PORT FREEPORT, a conservation and reclamation district, a body politic, and a corporate and governmental agency of the State of Texas (“Landlord”) and VULCAN CONSTRUCTION MATERIALS, LLC, a Delaware limited liability company (“Tenant”).

Recitals:

A. Landlord and Tenant previously entered into that certain Lease Agreement dated October 1, 2019 (the “Lease Agreement”) pursuant to which Tenant leased certain real property from Landlord for the purposes and consideration therein set forth.

B. The Lease Agreement was thereafter amended by (i) that certain First Amendment to Lease Agreement dated December 10, 2020 (the “First Amendment”), and (ii) that certain Second Amendment to Lease Agreement dated January 13, 2022 (the “Second Amendment”).

C. Pursuant to the Second Amendment, the Lease Agreement was amended to allow for the temporary installation and operation by Tenant of a portable hot mix asphalt plant on the Leased Premises for a single public works project.

D. Landlord and Tenant desire to further amend the Lease Agreement to allow for the installation and operation by Tenant of a portable hot mix asphalt plant on the Leased Premises that is not limited to a single public works project.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meaning set forth in the Lease Agreement.

2. Operation of Hot Asphalt Plant. Under the terms of the Second Amendment, Tenant is currently operating a temporary hot asphalt plant under Standard Permit Registration No. 152447L003 dated January 21, 2022 (the “Existing HMA Permit”) issued by the Texas Commission on Environmental Quality (“TCEQ”). Tenant intends to seek a new permit from the TCEQ (a “New HMA Permit”) that is not limited to a single public works project. Subject to the terms and provisions of Lease, as amended by the Second Amendment, Tenant will be allowed to continue to operate the temporary hot asphalt plant (subject to the terms and provisions of the Second Amendment) under the Existing HMA Permit until the New HMA Permit is issued. Upon receipt by Landlord of a copy of the New HMA Permit, the terms and provisions of this Third Amendment will supersede and completely replace the terms and provisions of the Second Amendment, and the Second Amendment will be of no further force or effect.

3. Amendment of Permitted Use. The definition of the term “Permitted Use” as set forth in the Lease Agreement is hereby amended and restated in its entirety to read as follows:



“Permitted Use” means (a) the storage, processing and distribution of Tenant’s Cargo and such related purposes as may be reasonably necessary, incidental or appropriate thereto, (b) subject to the provisions of Section 6.1 hereof, the construction and operation of a ready-mix concrete facility, and (c) subject to the provisions of Section 6.1 hereof, the installation and operation of a portable hot mix asphalt plant.

4. Amendment of Section 6.1. Upon receipt by Landlord of a copy of the New HMA Permit, Section 6.1 of the Lease Agreement is and will be amended and restated in its entirety to read as follows:

**6.1 Permitted Use.** Tenant shall use the Leased Premises only for the Permitted Use. Tenant shall not use the Leased Premises for any other purpose without the prior written approval of Landlord, which approval may be granted or withheld by Landlord in its sole and absolute discretion. In addition:

- (a) Tenant shall not operate a ready-mix concrete facility unless and until the operating plans for such facility have been submitted to Landlord and Tenant has received Engineering Sign-off (as hereafter defined) of such plans. Tenant shall at all times operate the ready-mix concrete facility in accordance with the operating plans that have received Engineering Sign-off and shall make no changes to the operating plans without prior written Engineering Sign-off of such changes.
- (b) Tenant shall not operate a hot mix asphalt plant unless and until (i) Tenant has provided Landlord with a copy of a permit or other authorization (the “HMA Permit”) issued by the Texas Commission on Environmental Quality (the “TCEQ”) and dated on or after October 1, 2023 authorizing the operation of the hot mix asphalt plant, and (ii) the development plans (including the design and routing for any gas lines, electric lines or other utilities required) for such plant have been submitted to Landlord and Tenant has received Engineering Sign-off of such plans. Tenant shall at all times operate the hot mix asphalt plant in accordance with applicable Laws (including, without limitation, the HMA Permit) and the development plans that have received Engineering Sign-off and Tenant shall make no changes to the development plans without the prior written Engineering Sign-off of such changes.
- (c) As used herein, the term “Approved Operating Period” means the Initial Operating Period and any Renewal Operating Periods that may hereafter take effect. The term “Initial Operating Period” means a period of one (1) year, commencing on the date the HMA Permit is issued. The Initial Operating Period will be automatically extended for additional periods of one (1) year each (individually, a “Renewal Operating Period” and collectively, the “Renewal Operating Periods”) unless and until Landlord elects, by written notice to Tenant given no less than thirty (30) days prior to the expiration of the Initial Operating Period or Renewal Operating Period then in effect, not to allow for extension. Notwithstanding the foregoing, the Approved Operating Period will terminate and expire upon the termination or expiration of this Lease.

- (d) The operation of the hot mix asphalt plant by Tenant will be a Permitted Use only during the Approved Operating Period and only so long as the original HMA Permit remains in effect. Tenant shall notify Landlord in writing prior to taking any action to extend or otherwise amend the original HMA Permit and prior to making any applications for any new or supplemental HMA Permit for the hot mix asphalt plant.
- (e) Tenant shall not, without the prior written approval of Landlord, (i) operate the hot mix asphalt plant beyond the Approved Operating Period, (ii) operate the hot mix asphalt plant for any purpose or for quantities in excess of those set forth in the original HMA Permit that is issued by the TCEQ, (iii) otherwise extend or amend the original HMA Permit that is issued by the TCEQ, or (iv) seek or obtain any new or supplemental HMA Permit for the hot mix asphalt plant.
- (f) As used in this Section 6.1, the term “Engineering Sign-off” means written confirmation of no objection from Landlord’s Director of Engineering.

5. Landscaping Requirements. Tenant shall, at Tenant’s expense, install and maintain approximately sixty-eight (68) Yaupon holly trees on the existing levee that is located immediately adjacent to the western boundary of the Leased Premises, in the locations and as depicted on Exhibit A to this Amendment (the “Landscaping”). Subject to delays arising from inclement weather, Tenant shall cause installation of the Landscaping to be completed no later than March 31, 2024. Until March 31, 2026, Tenant shall, at Tenant’s expense, maintain the Landscaping (irrigate and fertilize) and replace any dead trees. Entry upon and use of the levee area by Tenant will be subject to all terms and provisions of the Lease (specifically including, without limitation, the Tenant indemnity provisions contained therein), but Tenant will not be required to pay any Base Rent for the use of the levee area.

6. Complaints Regarding Operations. Landlord shall notify Tenant in writing if Landlord receives any complaints concerning the operation of the hot mix asphalt plant and Landlord shall provide Tenant with a copy of all complaints that are made in writing. Tenant shall promptly investigate all complaints and shall use commercially reasonable efforts to remedy complaints that are substantiated. Tenant shall, upon request, provide Landlord with a written summary of claim investigations and actions taken by Tenant to remedy same.

7. Damages Resulting from Operations. Without limiting of the provisions of Section 12.2 of the Lease Agreement, Tenant acknowledges and agrees that any damages to Landlord’s property and any damages to third-party cargo or other property resulting from the operation of the hot mix asphalt plant will be covered by Tenant’s indemnity set forth in Section 12.2 of the Lease Agreement.

8. Expenses of Landlord. As a condition to this Amendment, Landlord has required that Tenant reimburse Landlord, and Tenant hereby agrees to reimburse Landlord, for all actual, third-party fees and expense (including actual attorneys’ fees and expenses) incurred by Landlord in the preparation, negotiation, and documentation of this Amendment. Such fees and expenses will be invoiced by Landlord to Tenant following the Effective Date and will be payable by Tenant in accordance with the payment terms set forth in the Lease.

9. Parties Bound and Ratification. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant, and their respective permitted successors and assigns, as provided in the Lease Agreement. Except as specifically amended by the terms of the First Amendment, the Second Amendment and this Amendment, the Lease Agreement and the obligations of the Landlord and Tenant thereunder shall be and remain in full force and effect and are hereby ratified and affirmed by Landlord and Tenant. Upon receipt by Landlord of a copy of the New HMA Permit, the terms and provisions of this Third Amendment will supersede and completely replace the terms and provisions of the Second Amendment, and the Second Amendment will be of no further force or effect.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. The facsimile or electronic copy of a party's signature to this Amendment shall be valid as though such signature was an original.

11. Governing Law. THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAWS PROVISIONS THAT WOULD COMPEL THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION), and applicable laws of the United States of America.

12. Conflicts of Interest. Tenant acknowledges that Landlord is a governmental authority and, as such, Landlord is firmly committed to making any business decisions based solely on evaluation of offers that Landlord believes will provide Landlord the best value and greatest return. Basic business integrity dictates that Landlord's business decisions be objective, be in the best interest of Landlord, and be in no way connected to or influenced by any other relationship. The undersigned, as a duly authorized representative of Tenant, represents, warrants and certifies on behalf of Tenant that (a) Tenant has not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or any other thing of value or benefit (including employment, contracts or subcontracts relating to Tenant's business) to any Commissioner, official or employee of Landlord, (b) no Commissioner, official or employee of Landlord has (directly or indirectly) solicited any such payment or contribution, and (c) Tenant does not have any Relationship (as that term is hereinafter defined) with any Commissioner, official or employee of Landlord. For the purposes of this Amendment, a "Relationship" is defined as (i) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord owns ten percent (10%) of the ownership of the Tenant or ownership in Tenant with a fair market value of \$25,000 or more; or (ii) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord has an employment or other business relationship with Tenant that results in taxable income or receipt of something of value by a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord; or (3) a Commissioner, official or employee of Landlord or an affiliate of a Commissioner, official or employee of Landlord receives one or more gifts from Tenant that have a total value of more than \$100 in one 12-month period. An "affiliate" of a person is (1) a family member of the person, related within the first degree by consanguinity or affinity, as defined by Subchapter B, Chapter 573 of the Texas Government Code, or (2) an entity owned in whole or in part by the person or by a family member of the person related within the first degree by consanguinity or affinity. The representations, warranties and certifications made in this Section

are ongoing and will remain in effect for the term of the Lease. If any of the representations, warranties or certifications made by Tenant herein cease to be correct during the term of the Lease, and in any event prior to making any payment or contribution to or forming a Relationship with a Commissioner, official or employee of Landlord, Tenant will notify Landlord by filing a written statement with the Secretary of the Port Commission through the office of the Executive Port Director. Tenant will be in default under the terms of the Lease if (A) any of the representations, warranties or certifications made herein are false or misleading in any material respect as of the date first written above, (B) Tenant fails to disclose any matter required to be disclosed hereunder, or (C) Tenant makes a payment or contribution to a Commissioner, official or employee of Landlord without first disclosing the nature of the payment to be made as provided herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below, to be effective for all purposes as of the Effective Date.

**Landlord:**

Date signed: \_\_\_\_\_

PORT FREEPORT

ATTEST:

By: \_\_\_\_\_

Barbara Fratila  
Commissioner and Secretary  
Port Commission

By: \_\_\_\_\_

Ravi K. Singhania  
Commissioner and Chairman  
Port Commission

**Tenant:**

VULCAN CONSTRUCTION MATERIALS, LLC

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Depiction of Landscaping Requirements**






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

## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** September 19, 2023

**SUBJECT:** Resolution adopting building codes

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Attached is a resolution for approval which adopts various building codes by which the Port will use as the basis for plan review and inspection on building projects.

I recommend approval of the resolution adopting the building codes as presented.

PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO



**RESOLUTION ESTABLISHING PERMITTING PROCEDURES PURSUANT TO**  
**HB 5336, 88<sup>TH</sup> LEGISLATIVE SESSION FOR**  
**PORT FREEPORT**

**WHEREAS** HB 5336 was passed by the 88<sup>th</sup> Regular Legislative Session and became effective June 13, 2023; and,

**WHEREAS** HB 5336 amended Chapter 5002 of the Texas Special District Code to establish the boundaries of the special district of Port Freeport (“Port”), to limit the authority of certain municipalities to regulate land use by the Port, and to define the powers and duties of the Port; and,

**WHEREAS** Section 5002.201(c)(4) provides that the Port may adopt “building codes . . . that meet or exceed the building codes adopted by the local municipality”; and,

**WHEREAS** the Port Commission, as the governing body of the Port, wishes to adopt the 2018 International Building Code with amendments, 2018 International Mechanical Code with amendments, 2018 International Plumbing Code with amendments, 2018 International Fire Code with amendments, and the 2020 National Electrical Code with amendments; and,

**NOW, THEREFORE, BE IT ORDERED AND RESOLVED**, that the 2018 International Building Code as amended, 2018 International Mechanical Code as amended, 2018 International Plumbing Code as amended, 2018 International Fire Code as amended, and the 2020 National Electrical Code as amended are hereby adopted (“Codes”); and

**BE IT FURTHER ORDERED AND RESOLVED**, that the Executive Director/CEO of Port Freeport and the Director of Engineering shall be, and each of them is hereby authorized and directed to take such actions as may be required to implement, carry out, and enforce the Codes and to consummate the transactions contemplated thereby on behalf of Port Freeport, substantially in the form presented at this meeting and with such nonmaterial changes as may be approved by the official executing same, their execution thereof to constitute conclusive evidence of such approval; and,

**BE IT FURTHER ORDERED AND RESOLVED**, that any permit fee charged by the Port shall comply with Texas Local Government Code Chapter 212, Subchapter Z, and be based on either the fee that would be charged by a qualified, independent third-party entity for those services, or the actual costs assessed to the Port by a third-party entity that provides those services to the Port; and,

**BE IT FURTHER ORDERED AND RESOLVED**, that if any difference in interpretation arises between an applicable Code and any lease agreement with a tenant of the Port, then the provisions of the lease shall prevail; and,

**BE IT FURTHER ORDERED AND RESOLVED**, that the amendments to the Codes as shown on Exhibit A are hereby adopted; and,

**BE IT FURTHER ORDERED AND RESOLVED**, that any breach or default of any permit issued under any of the adopted codes is a cross default of any lease that the permit holder has with the Port.

**BE IT FURTHER ORDERED AND RESOLVED**, that any provision, section, subsection, sentence, clause, or phrase of this resolution or these Codes as amended, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution and these construction codes as amended and their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Port Freeport in adopting this resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this resolution are declared to be severable for that purpose.

**BE IT FURTHER ORDERED AND RESOLVED**, this resolution and the adopted Codes as amended thereto shall be effective immediately upon passage of this resolution and enforced when published as required by law.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Barbara Fratila  
Port Commission Secretary



# Exhibit A

## **Sec. 1. Definitions applicable to adopted construction codes.**

The following words, terms, and phrases, when used in any construction codes adopted by reference in this document, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicable governing body* means the Port Freeport Commission.

*Authority having jurisdiction* means Port Freeport.

*Board of appeals* means the Port Freeport Commission.

*Building official* means the Port Freeport Engineer.

*Chief administrator or administrator* means the *building official*.

*Chief appointing authority or appointing authority* means the Port Chief Executive Officer.

*Code official* means the Port Freeport Engineer.

*Fire code official* means the Port Freeport Engineer.

*Housing official* means the *building official*.

*ICC* means the International Code Council.

*Jurisdiction* means Port Freeport, the district created under Section 59, Article XVI, Texas Constitution which has adopted these codes by resolution under the powers and duties granted pursuant to Texas Special District Local Laws Code, Chapter 5002.

*Municipality* means Port Freeport.

*NFPA* means the National Fire Protection Association.

## **Sec. 2. Adopted by reference.**

The following construction codes are adopted by Port Freeport by reference as though fully set forth herein, subject to the amendments and supplementary provisions provided in this document, and one copy of each code shall be maintained in the office of the Port Engineer:

- (1) International Building Code, 2018 edition, published by the ICC.
- (2) International Plumbing Code, 2018 edition, published by the ICC.
- (3) International Mechanical Code, 2018 edition, published by the ICC.
- (4) International Fire Code, 2018 edition, published by the ICC.
- (5) National Electrical Code (NFPA 70), 2020 edition, published by the NFPA.

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### **Sec. 3. Local amendments and supplementary provisions.**

The codes listed in section 2 are adopted subject to the following local amendments and supplementary provisions:

- (1) *Conflicting provisions.* If any provision of a construction code adopted by reference in this resolution conflicts with any ordinance or code adopted by the City of Freeport, the provision in this Resolution shall prevail. If a provision of an International or National code adopted by reference in this resolution conflicts with any lease agreement between Port Freeport and a tenant of Port Freeport, the provision in the lease agreement shall prevail.
- (2) *Bonds required by contractors.* Every contractor doing any work in Port Freeport on property subject to a lease agreement with Port Freeport and covered by the various International and National codes adopted by reference in this chapter, shall obtain and maintain on file with the building official at all times any payment or performance bonds required by the laws of the state of Texas, including Texas Government Code Chapter 2252, Subchapter Z.
- (3) *Liability of Port Freeport.* This resolution and the adopted codes shall not be construed to affect the responsibility or liability of any party owning, operating, controlling, or installing any equipment for damages to persons or to property caused by any defect therein, nor shall Port Freeport or any officer or employee of Port Freeport be held as assuming such liability by reason of the inspection or reinspection authorized herein or the certificate or disapproval of any equipment authorized herein.

### **Sec. 4. Fees.**

- (a) Fees referred to in this resolution and in the construction codes adopted by reference shall comply with Texas Local Government Code Chapter 212, Subchapter Z, and shall be either be based on the fee that would be charged by a qualified, independent third-party entity for those services, or the actual costs assessed to Port Freeport by a third-party entity that provides those services to Fort Freeport.
- (b) A reinspection fee may be assessed for each inspection or reinspection when an inspector arrives to perform the inspection and finds the portion of work for which inspection is called is not complete, or when corrections called for in a prior inspection have not been made. This provision is not to be interpreted as requiring inspection fees the first time a job is rejected for failure to comply with the requirements of the relevant code, but as controlling the practice of calling for inspections before the job is ready for inspection or reinspection. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.
- (c) All fees shall be paid to Port Freeport.

### **Sec. 5. Permits required.**

- (a) No construction that is governed by these adopted construction codes, within or on any building, structure, or premises publicly- or privately-owned, shall commence without first securing a permit from the building official.

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(b) If work has not commenced under an approved permit within two years after the date of issuance or the work is suspended or abandoned at any time for a period of two years, the permit shall expire. In order to recommence work associated with an expired permit, the permit holder shall re-permit the project and pay the full permit fee for any previously uninspected portion of the original scope of work. Where the originally approved plans are not available to the inspector, a lost plan recheck shall be submitted for approval along with a new plan review fee.

(c) Master electricians making extensions or additions to existing electrical systems shall, before proceeding with such work, seek a determination from the building official whether any of the existing work must be changed or brought up to current electrical code requirements.

#### **Sec. 6. Application.**

(a) Application for permits required by the provisions of this resolution shall be made in writing to the building official and shall describe the work to be done. The application shall include the exact street number of the premises on which work is to be done, the date an inspection is desired, the name of the owner or occupant of the property where the work is to be done, and the name of the contractor, subcontractor, and/or tradesperson doing the work.

(b) All applications for permits shall be accompanied by the fees set out in Section 4.

#### **Sec. 7. Plans and specifications.**

Along with the application for a permit required by the provisions of this resolution, the applicant therefor shall file with the building official plans and specifications for the work to be done. No deviation from such plans or specifications shall be allowed without prior written permission from the inspector. Any work performed beyond the scope of an existing permit shall incur additional inspection fees, as reasonably necessary and specified in Section 8 below.

#### **Sec. 8. Permit and inspection fees.**

(a) The amount of permit and inspections fees shall be determined as specified in Section 4.

(b) In the event that work for which a permit is required by this resolution is done prior to the required permit being issued, or if work is performed beyond the scope of an existing permit, the fee shall be doubled but shall not be less than the minimum fee that would have been required had the work been properly permitted prior to the commencement of construction without a permit. It is specifically provided, however, that this provision shall not apply to work started for purposes of addressing an emergency situation on Saturday, Sunday, or a legal holiday if the required permit is obtained by 12:00 noon of the first workday following such Saturday, Sunday, or legal holiday. The additional fee shall be imposed to cover the additional costs to Port Freeport of inspecting work already done or in progress and the issuance of permits under such circumstances, and it is not a penalty nor preclusive of any remedy otherwise available to Port Freeport to enforce this resolution.

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**Sec. 9. Inspection procedures.**

- (a) Contractors, subcontractors, and tradespersons shall keep the Port Freeport inspector notified of the progress of their work. Upon receipt of request for inspection, the inspector shall inspect or cause to be inspected the work within a reasonable time after receiving the request for inspection. Sundays and holidays are not included in this time.
- (b) No inspections may be called for except by the person holding the permit.

**Sec. 10. Right of entry.**

- (a) The inspector shall have the right during reasonable hours to enter any building or premises in the discharge of official duties, or for the purpose of making any inspections, re-inspections, or tests of the construction or installation contained therein.
- (b) The inspector may remove or compel the removal of an obstruction such as lath, plastering, ceiling, or flooring which may hinder a full and complete inspection of electrical, plumbing, or mechanical work.

**Sec. 11. Final inspection; certificate.**


- (a) Upon completion and receipt of final inspection papers, the inspector shall make a final inspection and if such work is found to comply with this resolution and the codes governing the construction, a certificate of inspection shall be issued stating that the work has been done according to the provisions of this resolution and the codes governing the construction.
- (b) This certificate shall not relieve the permit holder of responsibility for any defective work that may have been concealed or escaped the notice of the inspector.



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## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** September 19, 2023

**SUBJECT:** PSA with SAFEbuilt TEXAS, LLC for building code plan review and code inspections for the new fruit transfer facility

---

I have selected SAFEbuilt TEXAS, LLC, based on demonstrated qualifications, as the most qualified firm to provide building code plan review and building code inspections for the new fruit transfer warehouse. This PSA is for the fruit transfer facility project only. The total fee for plan review and inspections is **not to exceed \$50,000.**

I recommend approval.

### PORT COMMISSION


RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO



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## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** September 14, 2023

**SUBJECT:** **Blanket Gas Easement to CenterPoint Energy Resources Corp.,  
d/b/a CenterPoint Energy Texas Gas Operations for VW Development**

---

VW's contractor is ready for CenterPoint Energy to install the gas services to serve the VW and Porsche buildings. Approval of the attached easement is required by the property owner before CenterPoint begins the installation.

I have reviewed the blanket easement and recommend approval.

PORT COMMISSION

**SHORT FORM BLANKET EASEMENT  
FOR GAS MAIN EXTENSIONS**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS                    }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BRAZORIA    }

THAT, Port Freeport, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for natural gas facilities and related communications facilities consisting of all necessary and desirable equipment and appurtenances, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 0.2244-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 0.1481-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 27.11-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described



in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 120.00-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State. Said tracts of land containing 0.2244-acres, 0.1481-acres, 27.11-acres, and 120.00-acres being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including, but not limited to, the Occupational Safety and Health Administration ("O.S.H.A.").

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "B", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline



of any of Grantee's below ground and above ground Facilities, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iii) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A fourteen (14) foot wide easement (for above and below ground facilities);
- 3.) A sixteen (16) foot wide easement (for above and below ground facilities);

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.



Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Port Freeport

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Port Freeport, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( ) he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires



## ATTACHMENT AFFIDAVIT

STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE me the undersigned authority on this day personally appeared

\_\_\_\_\_ the \_\_\_\_\_

of Port Freeport, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 0.2244-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 0.1481-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 27.11-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State, **AND** that certain 120.00-acre tract of land out of, and a portion of, those certain tracts of land containing 61.27-acres and 1384.4-acres, situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, and described in deeds recorded under Volume 826, Page 531 and Volume 1663, Page 22, respectively, of the Official Public Records of said County and State. Said tracts of land containing 0.2244-acres, 0.1481-acres, 27.11-acres, and 120.00-acres being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been



disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Port Freeport

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name typed or printed

**SUBSCRIBED and SWORN** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**



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**PORT FREEPORT 0.2244 ACRE TRACT (EASEMENT TRACT 1)  
JOHN G MCNEEL ½ LEAGUE A-335  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 2**

**FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 0.2244 ACRE TRACT OF LAND** lying and situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, said tract being a portion of Port Freeport Parcel 14, said Parcel 14 being comprised of a portion of all that certain called 61.27 acre tract of land, described by deed recorded July 30, 1962 to Brazos River Harbor Navigation District, as recorded in Volume 826, Page 531 of the Brazoria County Deed Records (B.C.D.R.) and a portion of all that certain called 1384.4 acre tract of land, described by deed recorded August 31, 1982 to Brazos River Harbor Navigation District, as recorded in Volume 1663, Page 22 of the B.C.D.R., said 0.2244 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 May 18, 2022, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99989078093) as follows:

**BEGINNIG** at an unmarked point (that falls in a drainage ditch) in the southwestern right-of-way boundary line of Texas State Highway 36, being a 300 foot wide right-of-of-way, described by deed recorded February 24, 1964 to the State of Texas, as recorded in Volume 872, Page 850 of the B.C.D.R., for the north corner of the herein described 0.2244 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X = 3131160.84 and Y = 13544608.50, from which point a found ¾" stainless steel rod "VDD 6" bears North 67°39'39" East a distance of 8492.08 feet;

**THENCE** South 74°45'48" East, coincident with the southwestern right-of-way boundary line of said Texas State Highway 36, a distance of 60.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the northeast corner of the herein described 0.2244 acre tract;

**THENCE** South 15°03'26" West, a distance of 162.76 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in the northeastern boundary line of all that certain 27.11 acre tract of land (Tract A), described by this author on this same day, same being the northeastern corner of all that certain 0.1481 acre tract of land (Easement Tract 2), described by this author on this same day and the south corner of the herein described 0.2244 acre tract;

**THENCE** North 74°56'34" West, coincident with the northeastern boundary line of said Tract A and Easement Tract 2, a distance of 60.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the north corner of said Easement Tract 2 and the south west corner of the herein described 0.2244 acre tract;

**THENCE** North 15°03'26" East, a distance of 162.95 feet to the **POINT OF BEGINNING** containing 0.2244 acres of land, more or less.



**Kim T. Doyle**  
**Registered Professional Land Surveyor**  
**Texas Registration Number 6526**  
**Licensed State Land Surveyor**  
**June 4, 2022**



*This description is based on an on the ground survey, a plat of which, dated June 7, 2022 is on file in the office of Doyle & Wachtstetter, Inc.*  
Legal\Kim\Port Freeport\2022 Parcel 14 Partition\3723-22-03 Port Freeport Easement Tract 1 Description.doc



***Doyle & Wachtstetter, Inc.***

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**PORT FREEPORT 0.1481 ACRE TRACT (EASEMENT TRACT 2)  
JOHN G MCNEEL ½ LEAGUE A-335  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 2**

**FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 0.1481 ACRE TRACT OF LAND** lying and situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, said tract being a portion of Port Freeport Parcel 14, said Parcel 14 being comprised of a portion of all that certain called 61.27 acre tract of land, described by deed recorded July 30, 1962 to Brazos River Harbor Navigation District, as recorded in Volume 826, Page 531 of the Brazoria County Deed Records (B.C.D.R.) and a portion of all that certain called 1384.4 acre tract of land, described by deed recorded August 31, 1982 to Brazos River Harbor Navigation District, as recorded in Volume 1663, Page 22 of the B.C.D.R., said 0.1481 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 May 18, 2022, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99989078093) as follows:

**BEGINNING** at a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in the northeastern boundary line of all that certain 27.11 acre tract of land (Tract A), described by this author on this same day, same being the west corner of all that certain 0.2244 acre tract of land (Easement Tract 1), described by this author on this same day, for the north corner of the herein described 0.1481 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X = 3131118.51 and Y = 13544451.14, from which point a found ¾" stainless steel rod "VDD 6" bears North 66°47'52" East a distance of 8592.01 feet;

**THENCE** South 74°56'34" East, coincident with the northeastern boundary line of said Tract A, same being the southwestern boundary line of Easement Tract 1, a distance of 60.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking the south corner of said Easement Tract 1 and the northeast corner of the herein described 0.1481 acre tract;

**THENCE** South 15°03'26" West, a distance of 60.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of the herein described 0.1481 acre tract;

**THENCE** South 21°48'46" East, a distance of 50.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in a southwestern boundary line of said Tract A, Same being the northeastern boundary line of all that certain 120.00 acre tract of land (Tract B), described by this author on this same day, for the southeast corner of the herein described 0.1481 acre tract;



**THENCE** North 74°56'34" West, coincident with a southwestern boundary of said Tract A, same being a northeastern boundary line of Tract B, a distance of 47.50 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking an exterior corner of said Tract B, being an interior corner of said Tract A, for an interior corner of the herein described 0.1481 acre tract;

**THENCE** North 15°03'26" East, coincident with a northwestern boundary of said Tract A, same being a southeastern boundary line of Tract B, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking an interior corner of said Tract B, being an exterior corner of said Tract A, for an exterior corner of the herein described 0.1481 acre tract;


**THENCE** North 74°56'34" West, coincident with a southwestern boundary of said Tract A, same being a northeastern boundary line of Tract B, a distance of 25.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking an interior corner of said Tract B, being an exterior corner of said Tract A, for an exterior corner of the herein described 0.1481 acre tract;

**THENCE** South 15°03'26" West, coincident with a southwestern boundary of said Tract A, same being a northwestern boundary line of Tract B, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking an interior corner of said Tract B, being an interior corner of said Tract A, for an interior corner of the herein described 0.1481 acre tract;

**THENCE** North 74°56'34" West, coincident with a southwestern boundary of said Tract A, same being a northeastern boundary line of Tract B, a distance of 47.50 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the west corner of the herein described 0.1481 acre tract;

**THENCE** North 51°55'38" East, a distance of 50.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of the herein described 0.1481 acre tract;

**THENCE** North 15°03'16" East, a distance of 60.00 feet to the **POINT OF BEGINNING** containing 0.1481 acres of land, more or less.

  
Kim T. Doyle  
Registered Professional Land Surveyor  
Texas Registration Number 6526  
Licensed State Land Surveyor  
September 2, 2022



This description is based on an on the ground survey, a plat of which, dated September 2, 2022 is on file in the office of Doyle & Wachtstetter, Inc.  
Legal\Kim\Port Freeport\2022 Parcel 14 Partition\3723-22-03 Port Freeport Easement Tract 2 Description.doc



## **Doyle & Wachtstetter, Inc.**

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High Density 3D Laser Scanning • Robotic Imaging HD  
Aerial Topographic Surveying • RTK/UAV Imagery

**PORT FREEPORT 27.11 ACRE TRACT (TRACT A)  
CONCEPCION AREOLA SURVEY, ABSTRACT 142 AND  
JOHN G MCNEEL ½ LEAGUE A-335  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 2**

**FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 27.11 ACRE TRACT OF LAND** lying and situated in the Concepcion Areola Survey, Abstract 142 and John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, said tract being a portion of Port Freeport Parcel 14, said Parcel 14 being comprised of a portion of all that certain called 61.27 acre tract of land, described by deed recorded July 30, 1962 to Brazos River Harbor Navigation District, as recorded in Volume 826, Page 531 of the Brazoria County Deed Records (B.C.D.R.) and a portion of all that certain called 1384.4 acre tract of land, described by deed recorded August 31, 1982 to Brazos River Harbor Navigation District, as recorded in Volume 1663, Page 22 of the B.C.D.R., said 27.11 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 May 18, 2022, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99989078093) as follows:

**BEGINNING** at a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the west corner of all that certain 120.00 acre tract of land (Tract B), described by this author on this same day, same being the most westerly south corner of the herein described 27.11 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X = 3129511.14 and Y = 13543634.42, from which point a found ¾" stainless steel rod "VDD 6" bears North 66°09'01" East a distance of 10391.80 feet;

**THENCE** North 75°09'40" West, a distance of 421.88 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in a curve to the right, having a radius of 144.96 feet, being the curved southeastern boundary line of all that certain called Port Freeport called 10.00 acre lease tract, for which only private records were provided, and the most westerly west corner of the herein described 27.11 acre tract;

**THENCE** along said curve to the right coincident with the curved southeastern boundary line of said Port Freeport called 10.00 acre tract, said curve having a radius of 144.96 feet, a central angle of 14°33'38", a chord bearing of North 7°14'36" East and a chord distance of 36.74 feet, an arc length of 36.84 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the point of tangency of said Port Freeport called 10.00 acre tract and the herein described 27.11 acre tract;

**THENCE** North 14°30'53" East, coincident with the southeastern boundary line of said Port Freeport called 10.00 acre tract, at a distance of 435.54 feet pass an east corner of said Port Freeport called 10.00 acre tract, continuing for a total distance of 1171.50 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the north corner of the herein described 27.11 acre tract;

**THENCE** South 74°56'34" East, a distance of 6348.97 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the east corner of the herein described 27.11 acre tract;

**THENCE** South 29°59'49" West, a distance of 560.91 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the most easterly south corner of the herein described 27.11 acre tract;

**THENCE** North 74°47'17" West, a distance of 138.07 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the south corner of said Tract B and the most easterly west corner of the herein described 27.11 acre tract;

*JD*

**THENCE** North 39°08'49" East, coincident with a southeastern boundary line of said Tract B, a distance of 119.98 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an exterior corner of said Tract B and an interior corner of the herein described 27.11 acre tract;

**THENCE** North 16°08'43" East, coincident with a southeastern boundary line of said Tract B, a distance of 292.10 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an east corner of said Tract B and interior corner of the herein described 27.11 acre tract;

**THENCE** North 74°56'34" West, coincident with a northeastern boundary line of said Tract B, a distance of 71.45 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract B and an exterior corner of the herein described 27.11 acre tract;

**THENCE** North 15°03'02 East, coincident with a southeastern boundary line of said Tract B, a distance of 40.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an east corner of said Tract B and an interior corner of the herein described 27.11 acre tract;

**THENCE** North 74°56'34" West, coincident with a northeastern boundary line of said Tract B, a distance of 4228.90 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract B and an exterior corner of the herein described 27.11 acre tract;


**THENCE** North 15°03'26" East, coincident with a northwestern boundary line of said Tract B, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract B and an exterior corner of the herein described 27.11 acre tract;

**THENCE** North 74°56'34" West, coincident with a northeastern boundary line of said Tract B, a distance of 25.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an exterior corner of said Tract B and an interior corner of the herein described 27.11 acre tract;

**THENCE** South 15°03'26" West, coincident with a northwestern boundary line of said Tract B, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract B and an exterior corner of the herein described 27.11 acre tract;

**THENCE** North 74°56'34" West, coincident with a northeastern boundary line of said Tract B, a distance of 1357.51 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an exterior corner of said Tract B and an interior corner of the herein described 27.11 acre tract;

**THENCE** South 15°03'26" West, coincident with the northwestern boundary line of said Tract B, a distance of 1106.24 feet to the **POINT OF BEGINNING** containing 27.11 acres of land, more or less.

  
Kim T. Doyle  
Registered Professional Land Surveyor  
Texas Registration Number 6526  
Licensed State Land Surveyor  
September 2, 2022



*This description is based on an on the ground survey, a plat of which, dated September 2, 2022 is on file in the office of Doyle & Wachtstetter, Inc.*  
Legal\Kim\Port Freeport\2022 Parcel 14 Partition\3723-22-03 Port Freeport Tract A Description.doc



***Doyle & Wachtstetter, Inc.***

Surveying and Mapping • GPS/GIS • Pipeline Integrity  
High Density 3D Laser Scanning • Robotic Imaging HD  
Aerial Topographic Surveying • RTK/UAV Imagery

**PORT FREEPORT 120.00 ACRE TRACT (TRACT B)****JOHN G MCNEEL ½ LEAGUE A-335****BRAZORIA COUNTY, TEXAS****PAGE 1 OF 3**

**FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 120.00 ACRE TRACT OF LAND** lying and situated in the John G. McNeel ½ League, Abstract 335, Brazoria County, Texas, said tract being a portion of Port Freeport Parcel 14, said Parcel 14 being comprised of a portion of all that certain called 61.27 acre tract of land, described by deed recorded July 30, 1962 to Brazos River Harbor Navigation District, as recorded in Volume 826, Page 531 of the Brazoria County Deed Records (B.C.D.R.) and a portion of all that certain called 1384.4 acre tract of land, described by deed recorded August 31, 1982 to Brazos River Harbor Navigation District, as recorded in Volume 1663, Page 22 of the B.C.D.R., said 120.00 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 May 18, 2022, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99989078093) as follows:

**BEGINNING** at a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for the south corner of all that certain 27.11 acre tract of land (Tract A), described by this author on this same day, same being the west corner of the herein described 120.00 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X = 3129511.14 and Y = 13543634.42, from which point a found ¾" stainless steel rod "VDD 6" bears North 66°09'01" East a distance of 10391.80 feet;

**THENCE** North 15°03'26" East, coincident with a southeastern boundary line of said Tract A, a distance of 1106.24 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and the north corner of the herein described 120.00 acre tract;

**THENCE** South 74°56'34" East, coincident with a southwestern boundary line of said Tract A, a distance of 1357.51 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an exterior corner of the herein described 120.00 acre tract;

**THENCE** North 15°03'26" East, coincident with a southeastern boundary line of said Tract A, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and the east corner of the herein described 120.00 acre tract;

**THENCE** South 74°56'34" East, coincident with a southwestern boundary line of said Tract A, a distance of 25.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an exterior corner of the herein described 120.00 acre tract;

**THENCE** South 15°03'26" West, coincident with a northwestern boundary line of said Tract A, a distance of 30.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an exterior corner of the herein described 120.00 acre tract;

**THENCE** South 74°56'34" East, coincident with a southwestern boundary line of said Tract A, a distance of 4228.90 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an east corner of the herein described 120.00 acre tract;

**THENCE** South 15°03'26" West, coincident with a northwestern boundary line of said Tract A, a distance of 40.00 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an exterior corner of said Tract A and an interior corner of the herein described 120.00 acre tract;

**THENCE** South 74°56'34" East, coincident with a southwestern boundary line of said Tract A, a distance of 71.45 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an east corner of the herein described 120.00 acre tract;

**THENCE** South 16°08'43" West, coincident with a northwestern boundary line of said Tract A, a distance of 292.10 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set for an interior corner of said Tract A and an exterior corner of the herein described 120.00 acre tract;

**THENCE** South 39°08'49" West, coincident with a northwestern boundary line of said Tract A, a distance of 119.98 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in the extension of the northeastern boundary line of all that certain tract called Port Freeport called 20.404 acre lease tract, for which only private records were provided, for a west corner of said Tract A and the most easterly southeast corner of the herein described 120.00 acre tract;

**THENCE** North 74°47'11" West, coincident with the extension of the northeastern boundary line of said Port Freeport called 20.404 acre tract, at a distance of 20.89 feet pass a 3" chain link corner post found marking the east corner of said Port Freeport called 20.404 acre tract and used for line, continuing for a total distance of 1477.28 feet to an 3" chain link fence corner post found marking the north corner of said Port Freeport called 20.404 acre tract, for an interior corner of the herein described 120.00 acre tract;

**THENCE** South 15°09'11" West, coincident with the northwestern boundary line of said Port Freeport called 20.404 acre tract, a distance of 652.89 feet to a 3" chain link fence corner post found marking the west corner of said Port Freeport called 20.404 acre tract, for the most westerly southeast corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 249.59 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 14°50'20" East, a distance of 6.61 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 6.00 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** South 14°50'20" West, a distance of 6.61 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 393.84 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 14°50'20" East, a distance of 3.84 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 6.00 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** South 14°50'20" West, a distance of 3.84 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;


**THENCE** North 75°09'40" West, a distance of 393.65 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 14°50'20" East, a distance of 1.87 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 6.00 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** South 14°50'20" West, a distance of 1.87 feet to an unmarked point, for an angle corner of the herein described 120.00 acre tract;

**THENCE** North 75°09'40" West, a distance of 3094.93 feet to the **POINT OF BEGINNING** containing 120.00 acres of land, more or less.

  
Kim T. Doyle  
Registered Professional Land Surveyor  
Texas Registration Number 6526  
Licensed State Land Surveyor  
September 2, 2022



*This description is based on an on the ground survey, a plat of which, dated September 2, 2022 is on file in the office of Doyle & Wachtstetter, Inc.*  
Legal\Kim\Port Freeport\2022 Parcel 14 Partition\3723-22-03 Port Freeport Tract B Description.doc

11

VICINITY MAPSTRATFORD KIDNEY: 200-222-7272

SECTION C-C  
NTS






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

## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** September 19, 2023

**SUBJECT:** Easement to Velasco Drainage District for levee easement

---

The Velasco Drainage District is needing to acquire an easement at the end of the Old Brazos River at the land where the Brazos River was diverted. Enclosed is an aerial image of the easement and the easement document.

This easement has never been recorded as an easement for our levee. This is an effort to get all of the gaps in the levee easements closed out.

I have reviewed the blanket easement and recommend approval.

### PORT COMMISSION

RAVI K. SINGHANIA, CHAIRMAN; ROB GIESECKE, VICE CHAIRMAN; BARBARA FRATILA, SECRETARY; KIM KINCANNON, ASST. SECRETARY;  
DAN CROFT, COMMISSIONER; RUDY SANTOS, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO



**EASEMENT GRANT**  
(0.53 Acres at East Bank of Brazos River)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

THIS EASEMENT GRANT is entered into by PORT FREEPORT (herein jointly and severally called "GRANTOR," whether one or more) and VELASCO DRAINAGE DISTRICT ("GRANTEE"). GRANTEE's address is 915 Stratton Ridge Road, Post Office Box 7, Clute, Texas, 77531. In consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby GRANTS, CONVEYS, AND CONFIRMS unto GRANTEE, and to its successors and assigns, a permanent easement to construct, maintain, inspect, operate, repair, modify, and replace a drainage ditch, levee, and any other drainage improvements, equipment, and structures upon, over, under, through, and across the following described Permanent Easement, situated in Brazoria County, Texas, the description of which is set forth in Exhibit "A," which is attached hereto and made a part hereof for all purposes.

The titles and any subtitles of this document and any attachments hereto are simply for the convenience of the parties and shall never be construed to restrict the scope, purpose, or other terms of this document or any attachments hereto.

It is distinctly understood and agreed that this does not constitute a conveyance of the land above described nor of the minerals therein and thereunder but grants only a right-of-way and easement subject to the following:

(a) The right-of-way and easement granted hereby is subject to all, if any, valid and subsisting oil, gas, sulfur and mineral lease or leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other restrictive covenants and other instruments now of record in the appropriate records of Brazoria County, Texas, and unrecorded prior easements under which improvements have been constructed in such a manner as to be apparent to the GRANTEE from an inspection of the premises, relating to all or any part of the herein described lands.

(b) This easement is granted for the specific purposes of permitting GRANTEE to construct, maintain, inspect, operate, and repair a drainage ditch, levee, and any other drainage improvements, equipment, and structures upon, over, under, through, and across said right-of-way; the right of ingress to and egress from the surface of the easement; the right to clear and keep cleared brush and all other obstructions from the surface and subsurface of said right-of-way, subject to the exceptions stated below; and the right to install, maintain and use gates in fences which cross said right-of-way.

A handwritten signature in black ink, appearing to be 'JH' or similar, located in the bottom right corner of the page.

(c) GRANTOR, GRANTOR's heirs and assigns, shall have all other rights not herein expressly granted to GRANTEE, GRANTEE's successors and assigns, in and to the land included within the above described right-of-way and easement, including, without limitation, the rights to utilize the surface of said land for any use which shall not unreasonably interfere with the rights herein expressly granted to GRANTEE, nor endanger the drainage ditch, levee, facilities, equipment, or other drainage improvements of GRANTEE, GRANTEE's successors and assigns, to be constructed hereunder. In addition to the above, GRANTOR, GRANTOR's heirs and assigns, shall have the right to place crossings through said right-of-way, so long as said crossings are of sufficient size as not to interfere with the drainage ditch, levee, improvements, equipment, or structures or the rights herein expressly granted to GRANTEE, provided that such rights of GRANTOR shall not unreasonably interfere with the rights of GRANTEE, nor endanger the drainage ditch, levee, improvements, equipment, or structures of GRANTEE, its successors and assigns, to be constructed hereunder.

(d) Any notice required or permitted to be given or served hereunder upon GRANTOR or GRANTEE shall be in writing, and the same shall be deemed to have been given, served and received by such party when deposited in the United States Mail, with postage pre-paid, by United States registered or certified mail, addressed to such party at the address specified below:

GRANTOR'S DESIGNEE FOR RECEIPT OF NOTICE:

Chairman  
Port Freeport  
1001 North Gulf Boulevard  
Freeport, Texas 77541

GRANTEE'S DESIGNEE FOR RECEIPT OF NOTICE:

Chairman, Board of Supervisors  
Velasco Drainage District  
Post Office Box 7  
Clute, Texas 77531

If such notice is given other than by certified mail, it shall be deemed to have been given and served when actually delivered to and received by the party to whom it is addressed. From time to time, GRANTOR or GRANTEE, or their designees herein specified may designate other addresses or recipients of notice for all purposes of this instrument by giving to the other party not less than five (5) days advance written notice of such change in address, or receipt in accordance with the provisions hereof.

A handwritten signature, possibly reading "JH", is located in the bottom right corner of the page.

TO HAVE AND TO HOLD the above described easement together with all and singular the rights and appurtenances thereto belonging unto GRANTEE, GRANTEE's successors and assigns, forever, and GRANTOR does hereby bind GRANTOR and GRANTOR's heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

PORT FREEPORT

By: \_\_\_\_\_  
Ravi K. Singhanian, Chairman

ATTEST:

PORT FREEPORT

By: \_\_\_\_\_  
Barbara Fratila, Secretary

AGREED AND ACCEPTED this 19 day of September, 2023.

VELASCO DRAINAGE DISTRICT

By: [Signature]  
Stuart Herbst, Chairman

ATTEST:

VELASCO DRAINAGE DISTRICT

By: [Signature]  
Christopher Oldham, Secretary

[Signature]

THE STATE OF TEXAS                   §

COUNTY OF BRAZORIA                   §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, by **Ravi K. Singhania**, as Chairman of Port Freeport.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

THE STATE OF TEXAS                   §

COUNTY OF BRAZORIA                   §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, by **Barbara Fratila**, as Secretary of Port Freeport.

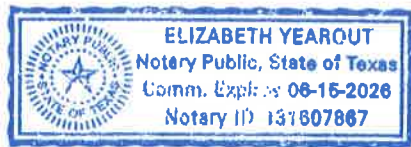
\_\_\_\_\_  
Notary Public In and For  
The State of Texas

A handwritten signature in dark ink, appearing to be 'JH' or similar, located in the bottom right corner of the page.

THE STATE OF TEXAS           §

COUNTY OF BRAZORIA       §

This instrument was acknowledged before me on the 19 day of September, 2023, by **Stuart Herbst**, as the Chairman, on behalf of **Velasco Drainage District**.

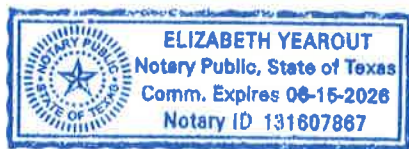


Elizabeth Yearout  
Notary Public In and For  
The State of Texas

THE STATE OF TEXAS           §

COUNTY OF BRAZORIA       §

This instrument was acknowledged before me on the 19 day of September, 2023, by **Christopher Oldham**, as the Secretary, on behalf of **Velasco Drainage District**.



Elizabeth Yearout  
Notary Public In and For  
The State of Texas

Frd2023-04-27

After Recording, Return to:  
VELASCO DRAINAGE DISTRICT  
Post Office Box 7  
Clute, Texas 77531

*[Handwritten signature]*

0.53 ACRES  
OUT OF THE J.E.B. AUSTIN SURVEY  
OUT OF ABSTRACT 16  
BRAZORIA COUNTY, TEXAS

0.53 Acres out of the J.E.B. Austin Survey, out of Abstract 16, Brazoria County, Texas, described using terminology related to the Texas State Coordinate System, South Central Zone (NAD83). Said acres being described as follows:

Beginning at a set iron rod with cap stamped "4679" at the west right-of-way line of State Highway 288B at the position of North 13,551,985.42' and East 3,127,735.72' for the Point of Beginning;

Thence North 41 degrees 01 minutes 12 seconds West a distance of 43.00 feet to the northeasterly corner of a Velasco Drainage District 3.082 Acres Tract as recorded in Volume 1036, Page 699 of the Deed Records of Brazoria County, Texas;

Thence North 41 degrees 01 minutes 12 seconds West a distance of 27.40 feet along the northerly boundary of the said 3.082 Acre Tract;

Thence North 49 degrees 00 minutes 12 seconds West a distance of 90.68 feet continuing along the northerly boundary of said 3.082 Acre Tract;

Thence South 55 degrees 33 minutes 15 seconds West a distance of 170.18 feet continuing along the northerly boundary of said 3.082 Acre Tract to the meander point on the Brazos River;

Thence North 20 degrees 38 minutes 07 seconds East a distance of 207.29 feet along the meander of Brazos River;

Thence North 24 degrees 53 minutes 01 seconds East a distance of 51.31 feet along the meander of the Brazos River to the southerly line of a 2.70 Acre Tract;

Thence South 27 degrees 39 minutes 06 seconds East a distance of 66.11 feet continuing along the southerly line a 2.70 Acre Tract;

A handwritten signature in black ink, appearing to be the initials "JH" or a similar monogram, located in the bottom right corner of the document.

Thence South 49 degrees 00 minutes 12 seconds East a distance of 175.00 feet continuing along the southerly line of a 2.70 Acre Tract to a point on the westerly right-of-way line of State Highway 288B;

Thence South 01 degrees 39 minutes 25 seconds West a distance of 83.55 feet being the chord bearing and distance of a curve to the left having a radius of 2351.11 feet and a length of 83.56 feet to a set iron rod with cap stamped "4679" at the position of North 13,551,985.42' and East 3,127,735.72' to the Point of Beginning, said tract being 0.53 Acres as shown on the attached map.



---

Chris E. Gallion  
Registered Professional Land Surveyor  
Registration Number 4679





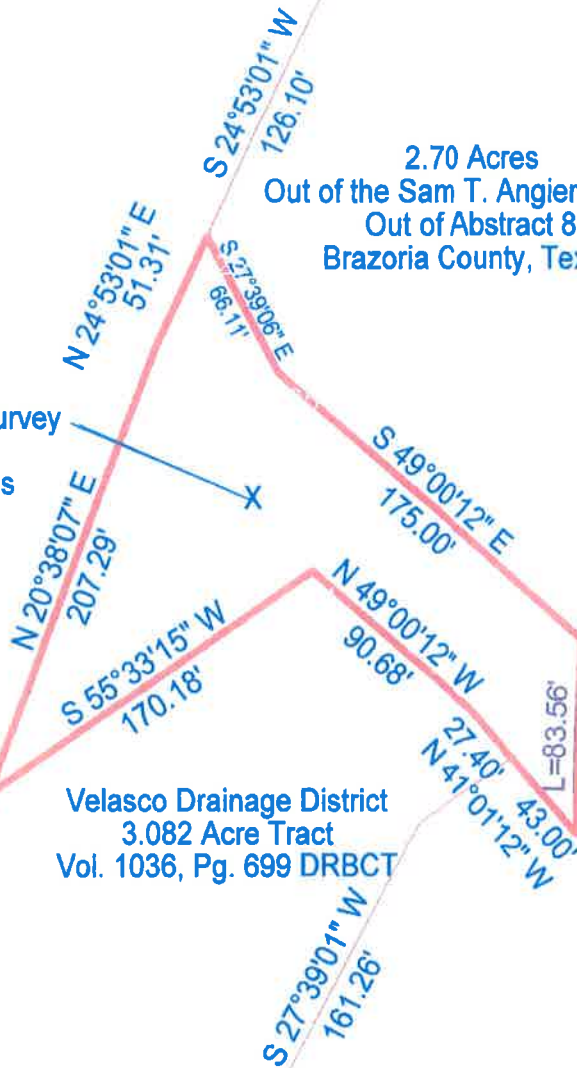
0.53 Acres  
Out of the J.E.B. Austin Survey  
Out of Abstract 16  
Brazoria County, Texas

2.70 Acres  
Out of the Sam T. Angier Survey  
Out of Abstract 8  
Brazoria County, Texas

Velasco Drainage District  
3.082 Acre Tract  
Vol. 1036, Pg. 699 DRBCT

STATE HIGHWAY 288 B

POB  
N 13,551,985.42'  
E 3,127,735.72'  
Set iron Rod w/ Cap  
Stamped "4679"





## RESOLUTION APPROVING SALE OF PROPERTY HELD IN TRUST

At a regular meeting of the Port Commission of Port Freeport held at the office of Port Freeport at 1100 Cherry Street, Freeport, Texas, on the 28<sup>th</sup> day of September, 2023, among other business came on to be considered the following resolution, which, upon motion duly made and seconded, was adopted by vote of all Commissioners present:

### FINDINGS

1. Due and proper notice of the date, time, place and purpose of this meeting has been duly given in accordance with the provisions of the Texas Open Meetings Act, and such meeting has been conducted in accordance with said Open Meetings Act.

2. The County of Brazoria, State of Texas, has heretofore instituted tax suits and has been awarded tax judgments relative to the hereinafter described tracts and parcels of land, where, in each instance, as a result of delinquent tax sales, the high bid was less than the amount of taxes owing on each respective parcel. Each such parcel was bid off to Brazoria County for the amount of judgment against each respective parcel and each such parcel of property is held in trust due to delinquent tax foreclosure.

3. The Property Resale Committee of Brazoria County has advertised for, received, and opened sealed bids on each said parcel of property held in trust and determined that in each instance, the high bid is less than the amount of taxes owing on each respective parcel. The account number, legal description, entity holding in trust, appraised value, opening bid and amount bid for each respective parcel, are described in Exhibit "A" attached hereto.

4. The Property Resale Committee of Brazoria County has requested that Port Freeport approve the sale amount of each respective item of property as described in Exhibit "A" attached hereto, in accordance with Section 34.05 of the Property Tax Code of the State of Texas, and that Port Freeport join in the conveyances to respective high bidders to evidence Port Freeport's consent to each such sale.

### RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that Port Freeport hereby consents to the acceptance of the high bid as to each respective parcel as described in Exhibit "A" attached hereto and the conveyance of each respective parcel to each respective high bidder; and that Port Freeport accept its pro rata share of the proceeds; and

BE IT FURTHER RESOLVED, that the Chairman of the Port Commission be, and he is hereby authorized to join in the conveyance to each respective high bidder of each respective parcel to evidence Port Freeport's consent to each respective sale for less than the amount of taxes owing.

September 28, 2023 Resolution  
Exhibit A - Resale Offers

Account Number	Legal Description	In Trust To	Adjudged Value	Required Opening Bid	Amount Bid
0119-0076-000	A0119 POLLY & CHANCE Tract 15A5 ACRES 1.19	SWEENEY ISD	\$5,950.00	\$5,950.00	\$2,975.00
Totals			\$5,950.00	\$5,950.00	\$2,975.00



## Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1320  
FAX 979.864.1346

---

Tuesday, June 27, 2023

Port of Freeport  
Attn: Rob Lowe  
1100 Cherry St.  
Freeport, TX. 77541

Re: Account No. 0119-0076-000

Dear Mr. Lowe:

The Property Tax Resale Committee of Brazoria County has received an offer on the above-referenced account held in trust. Included with this letter is the property information.

The Property Tax Resale Committee has agreed to accept the offer. Please present this offer to your governing body for approval.

Once approved, please notify the Brazoria County Tax Office and include the account number and a copy of the minutes.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Betreace McFatter

## TAX RESALE PROPERTY INFORMATION

RESALE MEETING OF: 6/27/2023

IN TRUST TO: SWEENEY ISD

PREVIOUS OWNER: JAMES W. REYNOLDS, ET AL

ACCOUNT #: 0119-0076-000

LEGAL DESCRIPTION: A0119 POLLY & CHANCE  
TRACT 15A5 ACRES 1.19

PHYSICAL ADDRESS: 0 FM 524

SCHOOL DISTRICT: SWEENEY ISD

OFFER MADE BY: ZJ ABASSALY

AMOUNT OF OFFER: \$2,975.00

MINIMUM BID AT SALE: \$5,950.00

ADJUDGED VALUE: \$5,950.00

CURRENT LAND VALUE: \$27,930.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: N/A

SHERIFF'S DEED FILE DATE: 5/21/2007

REDEMPTION DATE: 11/21/2007

POST JUDGMENT TAXES: \$665.95

POST JUDGMENT YEARS: 2006-2007

VOTE: AYE NAY

K. BULANEK  
K. STEWART  
JUDGE SEBESTA  
D. LINDER  
CIVIL DIVISION REP.

X
X
X
X
X

PBFCM REPRESENTATIVE PRESENT

## Resale Meeting of June 27, 2023

[illegible]

Cause Number:

34382

Account Number:

0119-0076-000

Bid Amount:

\$2,975.00

Current Land Value \$:

\$27,930.00

Offer Made By:

ZJ ABASSALY

Adjudged Value\$:

\$5,950.00

Judgment Information

Taxing Entity	Tax Years	Amount Due
Brazos River Harbor Nav Dist	1985-2005	\$228.78
Sweeny Hospital District	1985-2005	\$685.19
BC	1985-2005	\$776.62
BC Special R & B	1985-2005	\$161.44
Sweeny ISD	1985-2005	\$3,555.82
BCED	1985-2005	\$275.85
WBDD #11	1985-2005	\$29.08
BCES #2	1985-2005	\$16.02
		\$5,728.80

Costs

Court Costs	\$636.00	Sheriff Fee's	\$286.44
Publication Fee's	\$162.60	Research Fee's	\$150.00
Ad Litem		Recording Fee's	\$24.00
Liens		Certified Mail	
Cost of Deed	\$38.00	Deed File Date	
	Total		\$1,259.04

Proposed Distribution

Offer Amount

\$2,975.00

Costs

\$1,259.04

Net to Distribute \$

\$1,715.96

Brazos River Harbor Nav Dist	3.99%	68.53
Sweeny Hospital District	11.96%	205.24
BC	13.56%	232.62
BC Special R & B	2.82%	48.36
Sweeny ISD	62.07%	1,065.08
BCED	4.82%	82.63
WBDD #11	0.51%	8.71
BCES #2	0.28%	4.80
0	0.00%	0.00
		1,715.96

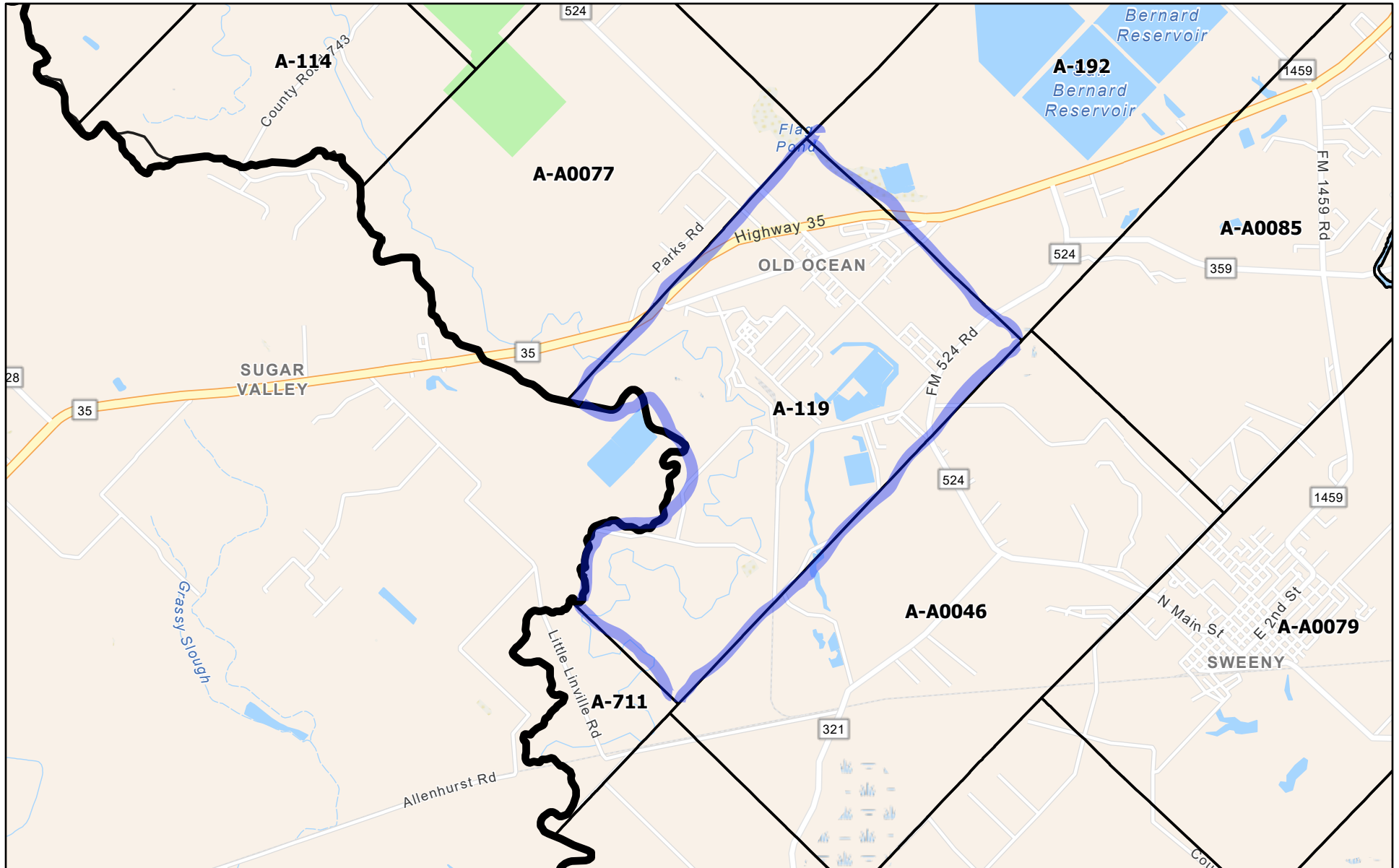
Post Judgment Information

Taxing Entity	Tax Year's	
BCES #2	2006-2007	\$9.06
BC	2006-2007	\$96.14
BRHND	2006-2007	\$17.68
BC Special R & B	2006-2007	\$18.09
Sweeny Hospital District	2006-2007	\$80.97
Sweeny ISD	2006-2007	\$438.01
WBDD #11	2006-2007	\$6.00
0		
	Post Judgment Total	\$665.95




NO MAP IS AVAILABLE.

THE PROPERTY LOCATION IS UNKNOWN.

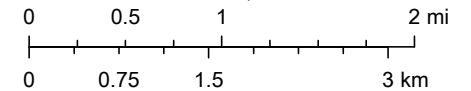
# Brazoria CAD Web Map



9/21/2023, 10:50:25 AM

-  Abstracts
-  Texas County Boundaries
-  Brazoria County Boundary

1:72,224



Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Brazoria County Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.