

## AGENDA

**Port Freeport  
Port Commission  
Regular Meeting  
Wednesday, November 17, 2021, 1:00 pm - 5:00 pm  
In Person & Videoconference - Administration Building - 1100 Cherry Street - Freeport**

This meeting may be attended virtually or in person.

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

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

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

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Meeting ID: 827 8597 0807

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

5. Public Comment. (Public comment will be limited to 5 minutes per participant and can be completed in person or virtually)
6. Approval of minutes from the following meetings held...  
October 28, 2021 Special Meeting  
October 28 2021 Regular Meeting  
November 3, 2021 Special Meeting
7. Adoption of a Resolution approving the application for tax abatement between Port Freeport and Maxter Healthcare Inc. regarding a \$340 million medical glove manufacturing facility for property located in Brazoria County Reinvestment Zone 21-05, approving Tax Abatement Agreement on the same terms and conditions as granted to Maxter Healthcare Inc. by Brazoria County and authorizing Chairman and Secretary to execute said agreement.
8. Receive presentation from Vulcan Construction Materials.
9. Approval of a renewal for Port Freeport Health, Dental and Vision Insurance.
10. Receive reports from Executive Staff on activities and matters related to COVID-19 health safety matters, administrative affairs, financial results, facility engineering matters, operations and vessel activity, port safety matters, port security matters, Port tenant updates, USCOE, and other related port affairs.
  - A. Executive Director/CEO
  - B. Chief Financial Officer
  - C. Director of Engineering
  - D. Director of Operations
  - E. Director of Business & Economic Development
11. Receive report from Commissioners on matters related to:
  - A. November 17 Personnel Advisory Committee
  - B. November 17 Finance Advisory Committee
  - C. Meetings and conferences attended, Port presentations and other related Port Commission matters.
12. Approval of financial reports presented for the period ending September 30, 2021.
13. Approval of Amendment No. 1 to the Project Partnership Agreement between The Department of the Army and Port Freeport for Freeport Harbor Channel Improvement Project.
14. Approval of extension of agreement with McGuireWoods Consulting, LLC for consulting services.
15. Approval of ABB Proposal for computer software upgrade for ZPMC Cranes.
16. Approval of a renewal with Texas Association of Counties for Port Freeport Workers Compensation Policy.
17. 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.
18. Adoption of a Resolution authorizing a contribution to fund Port reserves for capital improvements.
19. Adoption of a Resolution authorizing a contribution to the Port Freeport Retirement Plan.
20. Adoption of a Resolution recognizing Gary Basinger for his years of service to the Economic Development Alliance for Brazoria County.
21. Adoption of a Resolution recognizing Dr. Millicent Valek for her years of service as President for Brazosport College.
22. 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. Discussion regarding legal issues arising out of 408 permit application related to property located on Freeport Harbor Channel.
    2. Consultation with attorney to discuss pending litigation.
    3. Consultation with attorney to discuss potential litigation.
  - B. Under authority of Section 551.072 (Deliberation of Real Property Matters) for discussion regarding:
    1. Discussion regarding the potential exchange, lease, or value of real property located in Freeport, Texas, including but not limited to the area known as the East End of Freeport and bordered by or adjacent to the following streets: FM 1495; East 2nd Street; Terminal Street and East 8th Street in Freeport, Texas.

2. The potential purchase, exchange, lease or value of real property located at Port Freeport, including but not limited to the real property located at and contiguous to Berths 1, 2, 5 and 7.
3. The potential exchange, lease, or value of real property located at Port Freeport, including but not limited to Parcel 14 and property on Quintana Island.
- C. Under authority of Section 551.074 (Deliberation of Personnel Matters) for discussion regarding:
  1. Deliberation regarding the appointment, employment, evaluation, reassignment, duties of a public officer or employee, including but not limited to: Executive Director/CEO.
- 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.
23. RECONVENE OPEN SESSION to review and consider the following:
24. Approval of a purchase with Waypoint for Arctic Wolfs Managed Network Security Services, for an amount not to exceed \$144,073.84.
25. 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 October 28, 2021 In Person & Videoconference

A Special Meeting of the Port Commission of Port Freeport was held October 28, 2021, beginning at 1:05 PM at the Administration Building, 1100 Cherry Street, Freeport, Texas.

Commissioner Hoss noted the following information that was included on the posted agenda.

This meeting may be attended virtually or in person.

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

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Meeting ID: 878 7066 7575

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

Commissioners present in person:

- Mr. John Hoss, Chairman
- Mr. Rudy Santos, Vice Chairman
- Mr. Dan Croft, Secretary



Mr. Rob Giesecke, Asst. Secretary  
Mr. Ravi Singhania, Commissioner  
Mr. Shane Pirtle, Commissioner

Staff Members Present:

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

Also, present:

Mr. Bobby Fuller, Texas Port Ministry  
Mr. Nathan Ferrington, K-Bin, Incorporated  
Mr. Jason Mills, Terracon  
Mr. Kirk Glasby

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Adoption of a Resolution approving the application for tax abatement between Port Freeport and Shintech Incorporated and K-Bin Incorporated regarding a \$30 million expansion of their PVC Compounding facility for property located in Brazoria County Reinvestment Zone No. 21-03, approving Tax Abatement Agreement on the same terms and conditions as granted to Shintech Incorporated and K-Bin Incorporated by Brazoria County and authorizing Chairman and Secretary to execute said agreement.

Mr. Lowe stated that Shintech, Incorporated and its subsidiary, K-Bin, Incorporated is evaluating the expansion of their PVC compounding process and noted the following considerations. The project is a \$30 million investment and is a 7-year term of tax abatement with a requested variance of 8 years in the application. The estimated value after the abatement expires is \$23,700,000. 10 permanent jobs will be created with 20 constructions jobs at start, 40 at peak and 20 upon completion. After conducting its assessment and reviewing with the Finance Advisory Committee, staff recommends approval of a 7-year term abatement which is consistent with the agreement approved by Brazoria County. Mr. Nathan Ferrington, Operations Manager for K-Bin also gave a brief overview of the project and was available for questions from commission members.

A motion was made by Commissioner Singhanian to approve the tax abatement agreement as recommended by staff. The motion was seconded by Commissioner Croft with all Commissioners present voting in favor of the motion.

3. Adjourn.

With no further business before the Commission, the meeting adjourned at 3:37 PM.

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John Hoss, Chairman

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Rudy Santos, Vice Chairman

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Dan Croft, Secretary

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Rob Giesecke, Asst. Secretary

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Ravi K. Singhanian, Commissioner

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Shane Pirtle, Commissioner

# Minutes of Port Commission Special Meeting

## November 3, 2021

### In Person & Videoconference

A Special Meeting of the Port Commission of Port Freeport was held November 3, 2021, beginning at 10:00 AM at the Administration Building, 1100 Cherry Street, Freeport, Texas.

Commissioner Hoss noted the following information that was included on the posted agenda.

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Commissioners present in person:

- Mr. John Hoss, Chairman
- Mr. Dan Croft, Secretary
- Mr. Rob Giesecke, Asst. Secretary
- Mr. Shane Pirtle, Commissioner

Commissioners present via videoconference:

Mr. Rudy Santos, Vice Chairman  
Mr. Ravi Singhanian, Commissioner

Staff Members Present:

Mr. Jason Cordoba, Legal Counsel  
Ms. Phyllis Saathoff, Executive Director/CEO  
Mr. Rob Lowe, Director of Administration/CFO  
Mr. Chris Hogan, Director of Protective Services  
Mr. Brandon Robertson, Network Systems Manager  
Ms. Missy Bevers, Executive Assistant  
Ms. Mary Campus, Controller  
Ms. Tricia Vela, Public Affairs Assistant

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Roll Call – Commissioners Santos and Singhanian were both present for the meeting via videoconference while Commissioners Croft, Giesecke, Hoss, and Pirtle were present in person.
3. Public Comment – There were no public comments.
4. Adoption of a Resolution approving the temporary exemption from taxation for qualified property damaged by a disaster.

Mr. Lowe stated that on September 13, 2021, Governor Abbott declared Brazoria County to be a disaster area due to Hurricane Nicholas. As a result, property owners may qualify for an exemption from taxation of a portion of the appraised value of qualified property if they suffered damage of at least 15% of the property as a result of the disaster. The exemptions will be automatically applied to qualifying properties for taxing units who had not yet adopted a tax rate as of September 13, 2021. Since Port Freeport adopted its tax rate on September 9, prior to the declaration date, the Port Commission must adopt the exemption within 60 days of the disaster declaration to allow qualifying properties to claim the exemption. If the exemption is not adopted, the exemption will not be applied for qualifying properties. Mr. Lowe also noted the chief appraiser will make the final determination on whether or not those who apply for the exemption, will qualify for the exemption. The exemption will then be placed into one of the four following categories 15%, 30%, 60% and 100%. Staff previously met with the Finance Advisory Committee to discuss this exemption which must be adopted by November 12.

A motion was made by Commissioner Croft to adopt the resolution approving the temporary exemption from taxation for qualified property damaged by a disaster. The motion was seconded by Commissioner Singhanian with all Commissioners present voting in favor of the motion.

5. Adjourn.

With no further business before the Commission, the meeting adjourned at 10:08 AM.

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John Hoss, Chairman

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Rudy Santos, Vice Chairman

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Dan Croft, Secretary

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Rob Giesecke, Asst. Secretary

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Ravi K. Singhanian, Commissioner

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Shane Pirtle, Commissioner

# Minutes of Port Commission Regular Meeting

## October 28, 2021

### In Person & Videoconference

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Commissioners present in person:

- Mr. John Hoss, Chairman
- Mr. Rudy Santos, Vice Chairman
- Mr. Dan Croft, Secretary
- Mr. Rob Giesecke, Asst. Secretary
- Mr. Ravi Singhania, Commissioner
- Mr. Shane Pirtle, Commissioner

Staff Members Present:

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

Also, present:

Mr. Bobby Fuller, Texas Port Ministry  
Mr. Nathan Ferrington, K-Bin, Incorporated  
Mr. Jason Mills, Terracon  
Mr. Kirk Glasby

1. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
2. Invocation – Mr. Bobby Fuller, Texas Port Ministry
3. Pledge of Allegiance – U.S. Flag and Texas Flag
4. Roll Call – Commissioner Hoss stated that all Commissioners were present in the Board Room.
5. Public Comment – There were no public comments.
6. Approval of minutes from a Regular Meeting held October 14, 2021.

A motion was made by Commissioner Croft to approve the minutes as presented. The motion was seconded by Commissioner Pirtle with all Commissioners present voting in favor of the motion.

7. Adoption of a Resolution approving the application for tax abatement between Port Freeport and Shintech Incorporated and K-Bin Incorporated regarding a \$30 million expansion of their PVC Compounding facility for property located in Brazoria County Reinvestment Zone 21-03, approving Tax Abatement Agreement on the same terms and conditions as granted to Shintech Incorporated and K-Bin Incorporated by Brazoria County and authorizing Chairman and Secretary to execute said agreement.

Mr. Lowe stated that Shintech, Incorporated and its subsidiary, K-Bin, Incorporated is evaluating the expansion of their PVC compounding process and noted the following considerations. The project is a \$30 million investment and is a 7-year term of tax abatement with a requested variance of 8 years in the application. The estimated value after the

abatement expires is \$23,700,000. 10 permanent jobs will be created with 20 constructions jobs at start, 40 at peak and 20 upon completion. After conducting an assessment and reviewing with the Finance Advisory Committee, staff recommends approval of a 7-year term abatement which is consistent with the agreement approved by Brazoria County. Mr. Nathan Ferrington, Operations Manager for K-Bin also gave a brief overview of the project and was available for questions from board members.

A motion was made by Commissioner Singhanian to approve the tax abatement agreement as recommended by staff. The motion was seconded by Commissioner Croft with all Commissioners present voting in favor of the motion.

8. Approval of an Award of Contract for Port Freeport Broker of Record for business insurance.

Ms. Campus stated that the Port's current contract for broker of record, Artur J. Gallagher, expires November 30, 2021. Staff received three proposals in response to a request for proposals. After reviewing all the proposals with the Finance Advisory Committee, staff recommends awarding a contract to Arthur J. Gallagher for a term of three years with up to two one-year term renewal options beginning December 1, 2021. Arthur J. Gallagher has met all of the bid requirements and works with the preferred market.

A motion was made by Commissioner Pirtle to award the contract as recommended by staff. The motion was seconded by Commissioner Giesecke with all Commissioners present voting in favor of the motion.

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

A. Executive Director/CEO

Ms. Saathoff reminded the Port Commission that the regular meeting for November will be held Wednesday, November 17 at 1:00 p.m. Additionally, a special meeting will be held Wednesday, November 3 at 10:00 a.m. to adopt a resolution related to the disaster declaration issued by Governor Abbott for Brazoria County in relation to Hurricane Nicholas. Ms. Saathoff reported on a very successful golf tournament that was held October 18 with preliminary numbers coming in at approximately \$77,000. She also thanked all the golfers, sponsors and volunteers who helped make the event a success as well as a big thank you and congratulations to Darlene Winkler for all her efforts in spear-heading the event. Ms. Saathoff reported on a recent port visit by staff from Senator Cruz and Senator Cornyn's offices. The dredging of Reach 3 is complete and the contract for the widening of Reach 2 has been signed; however, staff does not expect dredging to commence until February. Ms. Saathoff also gave an update on federal funding related to the channel project. Staff has uploaded new House and Senate District maps to the BoardPac library. Ms. Saathoff noted the Port remains in state District 25 – Representative Cody Vasut and also remains in Senator Huffman's district and Congressman Weber's district. County Judge's for the region will be speaking at a HGAC virtual event November 4. Details will be forthcoming. Lastly, Ms. Saathoff noted that with September 30 closing out the fiscal year, the Port had a very good year with a record number of vessel calls port wide and in the inner harbor as well as a record level of vehicles handled at the Port and vessels at LNG.



B. Chief Financial Officer

Mr. Lowe stated that staff is still working toward closing out fiscal year end and anticipates presenting September financials at the November 17 board meeting. Additionally, staff will present another tax abatement agreement for approval at the November meeting for Maxter Healthcare.

C. Director of Engineering

In addition to his written report, Mr. Hull shared current photos of the Berth 8 construction.

D. Director of Operations

Mr. Jesse Hibbetts, Port Terminal Manager, reported on the vessel and cargo activity for the month of September stating the Port finished the year strong handling 14 LNG vessels, 14 Ro/Ro vessels, 10 container vessels, 2 steel ships which totaled 40 vessels for the month. He also shared YTD stats with the Port inner harbor and tenants handling 17 million tons of cargo in 2021 vs. 8.7 million tons in 2020. Total vessel arrivals in 2021 for the Port inner harbor and tenants was 531 vs. 412 in 2020. The Port saw 106,629 autos in 2021 compared to 80,604 in 2020. Railcar activity for 2021 was 1,703 vs. 359 for 2020. Port wide, there was a 12.6% increase in vessel activity with 1,230 vessels vs. last year at 1,092. Looking ahead to October, 18 LNG vessels have been scheduled along with 13 Ro/Ro, 10 container vessels, 2 steels and 112 railcars. Commissioner Singhania inquired about measures staff is taking to enhance safety at the Port. Mr. Hibbetts stated that staff met with ILA's Charles Montgomery and crew to address safety matters. Charles suggested purchasing and replacing banners throughout the Port. Staff is also working with Amports to review their processes for handling the cargo in the leased areas and try to mitigate some of the flow of traffic and incidents.

E. Director of Business & Economic Development

In addition to his written report, Mr. Miura reminded the Port Commission of the Greater Houston Port Bureau Annual Maritime Dinner to be held November 5 at the Bayou Event Center.

10. Receive report from Commissioners on matters related to:

A. October 14 Finance Advisory Committee – Commissioner Croft reported the committee discussed award of contract for Broker of Record, temporary exemption from taxation for qualified property damage by disaster and an application for tax abatement agreement submitted by Shintech Incorporated and K-Bin Incorporated.

B. Meetings and conferences attended, Port presentations and other related Port Commission matters.

Commissioner Singhania reported attending City of Freeport Police Department Golf Tournament, ACIT Golf Tournament, Houston Leadership meeting,

Commissioner Croft reported attending the Texas Gulf Link Hearing (virtually) and the Phillips 66/CP Chem CAP meeting.

Commissioner Pirtle reported attending the Port Freeport Golf Tournament, 100 Club Director meeting, the Livestock Auction and also noted the 36A Luncheon has been moved to a breakfast meeting November 18.

Commissioner Hoss reported attending the USACOE meeting (virtually) held October 22.

11. Discuss and consider Commissioner medical, dental and vision insurance.

Commissioner Giesecke stated that he had previously brought this item up during the budget discussion and was told the budget was a placeholder and would discuss this at a later date. He felt now was the time to discuss the medical, dental and vision benefits for Commissioners. He went on to state that he knew of no other governing body in the county or district that provides employment-based benefits to members of the elected body nor any other Texas port that provides same to their commissioners. He noted that in Policy 4.1, a full-time employee is defined as someone who works more than 32 hours per week whereas Commissioners meet two times a month and receive same benefits as the employees who come to work every day. He then proposed the Commissioners eliminate these benefits for the elected Commissioners.

Commissioner Hoss responded by directing Commission Giesecke to Section 2.9 of the Policy manual which directly addresses this item and stated the following from the policy, *"Pursuant to Chapter 172 of the Texas Local Government Code and Chapter 60 of the Texas Water Code, all current Port Commissioners ("Commissioners"), in recognition of their service to Port Freeport, are eligible for benefits as provided by Texas law, including but not limited to "health and accident, group dental, accidental death and dismemberment, and hospital, surgical and medical expense".* Commissioner Giesecke inquired whether or not the code addresses Port Freeport specifically or all governing bodies that fall under that jurisdiction. Staff responded that it applies to all of them. Commissioner Giesecke then commented that all the other governing bodies have made the decision not to offer the benefits to their elected officials. Commissioner Hoss then stated it applies to special districts which is what he looked at; he didn't know about cities. Commissioner Giesecke stated he was only referring to other ports to which Commissioner Hoss stated he would have to look at those who were considered special districts. He is concerned with this port. Commissioner Giesecke stated that he also reviewed Chapter 172, stating its permissive in saying you "may" offer the benefits, not that you "shall" offer benefits. It's not a requirement. Commissioner Hoss stated that further down the language it states you do not have to take them, as an employee.

Commissioner Giesecke noted that health benefits were not afforded to Commissioners until 2017 and asked why the change was made to start offering these benefits to Commissioners. Commissioner Hoss responded stating that it goes back to the history of pay, auto allowances, car, cell phone, etc. Auditors found that the IRS says they should be handled as employees and caused the change from getting a 1099 to getting a W-2. When they started looking further, section 172 of the government code and chapter 60 of the water code showed they were eligible. Commissioner Giesecke commented that the law doesn't say you have to do this, it says you're eligible. Making Commissioners eligible for the benefits when they come here for two meetings a month but forcing employees to hit the hurdle of 32 hours per week is a slap in the face.

Commissioner Singhania stated that he does not care what other ports do, we are elected because we volunteer. We pay our employees competitively and fairly. Commissioners volunteered to get elected. We volunteered to the community, and they put a trust in Commissioners to steer the port to the best of the community. Commissioners respond to the community that elected us, not anyone else. He has been a commissioner for 14 years and nobody ever complained about what the Commissioners received but invariably in the last

election, everybody wanted to know why in the heck is Port Freeport giving health insurance benefits to commissioners. That's coming from our constituents that elected me and feel very strongly Commissioners should not have that perk available.

Commissioner Pirtle stated that saying the commission only meets two meetings a month is a total misrepresentation of what's actually happening because everyone puts in hours ahead of a meeting and its typically 5 hours or more per meeting. They also attend committee meetings and are out in the public representing the port at different charities, functions, fundraisers and can guarantee that any amount of pay the board gets is far surpassed back into the community, its multiplied multiple times. Commissioner Giesecke stated that it comes down to part of the service. He attends lots of meetings as well and would attend them whether he was on the board or not, adding that every time you go to a chamber function, you don't rack that up as hours or filling out a timecard. Commissioner Pirtle argued that is hours and there are a lot of things they might not attend if they were not representing the Port.

Commissioner Hoss asked if there were any additionally comments stating that Commissioner Singhania had some very good points and while Commissioner Giesecke's questions are valid, he's made no secret about his intent, this it's part of his campaign, but he isn't sure what his intent is to do. He assured him discussions took place before this policy was modified and accepted. Commissioner Hoss stated that he looked back at the history to see what the previous board did. In 1958-59, the Board received \$200/month with \$50 car allowance to the Chairman which would equate to about \$1900-\$2000 today. Currently, the Commissioners get \$800/month, plus car allowance and cell phone and some are taking the benefits which is another way of looking at it. Commissioner Giesecke stated that he still feels it's important to look at Port Freeport and see we are an absolute outlier among other similar governing bodies. Commissioner Pirtle stated that other comparisons to make are possibly Port of Houston or Corpus Christi where they are appointed rather than elected and make contacts that benefit their private or personal companies. He does not personally benefit from any of that, other than shaking a hand. Commissioner Hoss stated that he is more likely to compare Port Freeport to Beaumont, maybe Brownsville. Commissioner Giesecke stated that Beaumont does not offer health benefits to their elected boards, neither does Port Arthur. No car allowance.

Commissioner Croft stated that it is in their enacting legislation that they be paid. He added there are other things in the legislation the Board may want to take up moving forward and possibly incorporate this into the legislation that the Board may want to consider. If we are going to expand on the dialogue, we need to look at in total. Commissioner Giesecke stated that he isn't sure where Commissioner Croft is going with his statement, but he has a motion on the table. Mr. Cordoba stated the Board should keep discussion to just how it states on the agenda, medical, vision and dental insurance.

Commissioner Singhania added that this topic needs to be put to bed one way or another because it is taking the focus away from more important things that are necessary for the Port.

After a discussion among Commissioners, a motion was made by Commissioner Giesecke to remove eligibility of Commissioners for employment-based health benefits that include medical, dental and vision benefits. The motion was seconded by Commissioner Singhania with Commissioners Singhania and Giesecke voting yes and Commissioners Pirtle, Santos, Croft and Hoss voting no.

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

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

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

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

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

13. RECONVENE OPEN SESSION:

14. Adjourn.

With no further business before the Commission, the meeting adjourned at 3:37PM.

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John Hoss, Chairman

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Rudy Santos, Vice Chairman

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Dan Croft, Secretary

---

Rob Giesecke, Asst. Secretary

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Ravi K. Singhania, Commissioner

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Shane Pirtle, Commissioner



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

**FROM:** Rob Lowe

**DATE:** October 17, 2021

**SUBJECT:** Application for Tax Abatement in Port Freeport by Maxter Healthcare Inc. for a proposed medical/surgical gloves manufacturing facility.

---

Maxter Healthcare Inc is evaluating the construction of a manufacturing facility to produce medical/surgical gloves. The proposed site is within Brazoria County's Reinvestment Zone 21-05, at the intersection of County Road 52 and County Road 48, just west of Hwy 288.

Maxter Healthcare Inc. tax abatement considerations:

- \$340,000,000 investment
- Seven-year term of tax abatement (2023 through 2029)
- Estimated value of \$285,000,000 after abatement expires
- Permanent jobs created – 750
  - 100 at start up
  - 250 within one year
- Construction jobs created – 25 at start, 300 at peak, 35 at finish

Brazoria County Commissioners' Court is holding a public meeting on October 26, 2021 to consider the abatement.

PORT COMMISSION

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

**RESOLUTION APPROVING THE APPLICATION AND TAX ABATEMENT  
AGREEMENT FOR MAXTER HEALTHCARE INC FOR PROPERTY LOCATED IN  
BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05**

At a regular meeting of the Port Commission of Port Freeport of Brazoria County, Texas (the "Port") held at the office of the Port at 1100 Cherry Street, Freeport, Texas, on the 17<sup>th</sup> day of November, 2021, among other business, on motion duly made and seconded, the following resolution was passed and adopted:

**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. Port Freeport ("Port") has heretofore adopted guidelines and criteria for granting tax abatement in a reinvestment zone in Brazoria County, Texas.
3. A Tax Abatement Agreement for property located in the Brazoria County Reinvestment Zone No. 21-05 was entered into by and between Brazoria County and Shintech Incorporated and K-Bin Incorporated on October 26, 2021.
4. Section 312.206(a) of Subchapter B of the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312 and other applicable sections of said statute, provide that if property taxes are abated within the taxing jurisdiction of a municipality, the governing body of any other taxing unit in which the property is located may execute a written agreement with such owner of the property.
5. The Port Commission herenow finds and determines that the property subject to the following proposed agreement meets the applicable guidelines and criteria adopted by the governing body of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05.
6. The Port Commission finds and determines that the granting of this tax abatement to Maxter Healthcare Inc. will promote the development of industry within the Port boundaries, provides additional employment and strengthen the economy of the area, and is therefore in the best interest of the Port:

**RESOLUTION**

NOW THEREFORE, BE IT RESOLVED by the Port Commission of Port Freeport, that the Port enter into the following agreement, and that the Chairman and Secretary of the Commission be, and they are hereby authorized to execute said agreement on behalf of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05.

# APPLICATION FOR TAX ABATEMENT IN PORT FREEPORT IN BRAZORIA COUNTY, TEXAS

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## INSTRUCTIONS FOR COMPLETION OF APPLICATION:

1. Attach additional pages if there is not enough space allotted to answer questions on the application.
2. Applicants and projects must meet the requirements established by the Brazoria County Guidelines and Criteria (attached) in order to receive positive consideration. **PLEASE READ THE CRITERIA PRIOR TO COMPLETING THE APPLICATION.**
3. Applicants must submit an application processing fee in the amount of ONE THOUSAND & NO/100 (\$1,000.00) DOLLARS to cover costs of legal notices to be published.
4. Applicants must submit an adequately definitive legal description that sufficiently describes the tract(s) of land comprising the proposed tax abatement area (reinvestment zone) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment and such applications will not be considered for hearing until corrected.
5. Applicant must submit the attached "Certification of Appraised Value of Properties" form, which is a part of this application. This certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria County Appraisal District.

## PART I APPLICANT'S INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders. Other applicants and new companies should attach a statement showing (1) when the company was established; (2) business references [name, contact and telephone number of principal bank, accountant and attorney]; and (3) may be required to submit an audited financial statement and business plan. **Attach as Exhibit "A".**

## **PARTS II & III PROJECT INFORMATION**

Only facilities listed in Section 2(a) of the Guidelines may receive abatement without applying for a variance. Check guidelines definitions in Section 1 to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility, or other basic industry, include the following items: (1) market studies; (2) business plans; and (3) agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the Brazoria County region. See Part III of the Application – Required Exhibits.

## **PART IV ECONOMIC IMPACT INFORMATION**

### **Permanent Employment Estimates**

In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

### **Estimated Appraised Value on Site**

The value on January 1 preceding abatement should be the value established by the Brazoria County Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least one million dollars after the period of abatement expires. Projections of value should be a “best estimate” based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc. **Attach as Exhibit “B”.**

## **PARTS V & VI**

Self-explanatory.



**APPLICATION FOR TAX ABATEMENT IN  
PORT FREEPORT IN  
BRAZORIA COUNTY, TEXAS**

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**FILING INSTRUCTIONS:**

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumes conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:**

**CHIEF FINANCIAL OFFICER  
PORT FREEPORT  
1100 CHERRY STREET  
FREEPORT, TEXAS 77541**

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**PART I - APPLICANT INFORMATION**

Company Name: Maxter Healthcare Inc. Submittal Date: 10-7-21  
Address/City: 1899 Sequoia Drive, Aurora, Illinois 60506  
Phone: (630) 898-8886  
Name/Address/Phone of Company Contact on this Project: Mr. Stanley Thai, President  
1899 Sequoia Drive, Aurora, Illinois 60506  
(630) 898-8886  
E-mail address of Company Contact: maxterusa@aol.com  
Type of Structure: Corporation ☒ Partnership ☐ Proprietorship ☐  
Total number employed: 3,800\* Corporate Annual Sales Per Year: ~\$500M  
Annual Report Submitted: Yes ☒ No ☐ (see instructions)  
\* employees are for the parent company. Maxter Healthcare has no employees yet.

---

**PART II - PROJECT INFORMATION**

Check type of facility to be abated:

Manufacturing	<input checked="" type="checkbox"/>	Regional Distribution	<input checked="" type="checkbox"/>
Regional Service	<input type="checkbox"/>	Regional Entertainment Center	<input type="checkbox"/>
Research	<input checked="" type="checkbox"/>	Other Basic Industry	<input type="checkbox"/>

Proposed Facility Address and Legal Description: **Attach Exhibit "C"**.

Attach a map showing site. **Attach Exhibit "D"**.

Abatement Term Requested: 7 years Percentage Requested: 100%

Proposed facility located in the following taxing jurisdictions:

School District:	<u>Alvin ISD</u>
College District:	<u>Alvin Community College</u>
Drainage District:	<u>Brazoria County Drainage District #5 (Iowa Colony)</u>
Hospital District:	<u>Brazoria County Emergency District #3</u>
City:	<u>Alvin ETJ</u>
Other Taxing Jurisdictions:	<u>Port Freeport</u>
Describe Product or service to be provided:	<u>Medical/Surgical gloves (PPE) NAICS 339113/339112</u>

---

This application is for a:      New Plant (✓)    Expansion ( )    Modernization ( )

---

### **PART III – PROJECT DESCRIPTION**

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit “E”.**

If applicable, please describe, any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

---

### **PART IV – ECONOMIC IMPACT INFORMATION**

- A. Estimated cost of improvements: ~\$340 million
- B. Permanent employment estimates:  
If existing facility, the current plant employment: 0  
Estimated number of plant jobs retained: (0)                      Jobs created: (750+)  
Number of employees anticipated at start-up: (100) within one year (250)
- C. Construction employment estimates:  
Construction to start:                      Month: ~Q1                      Year: 2022  
Construction to be completed:                      Month: Q4                      Year: 2022/ Q2 2023  
Number of construction jobs anticipated:  
At start: 25                      Peak: 300                      Finish: 35

- E. City Impact estimates:  
 Volume of treated water required from city: **none: self-sourced**  
 Volume of effluent water to be treated by city: **none: self-treated**

Has permitting been started      Yes ( )      No (✓)

Page 5

Estimated value of Personal Property and improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:

\$ ~1,000,000 \$ 0

Estimated value of abated improvements at the completion of construction:

\$ ~285,000,000

Estimated value of Tangible Personal Property, **subject to abatement**:

\$ ~45,000,000

Estimated value of abated improvements after abatement agreement expires:

\$ ~285,000,000

Estimated value of abated Tangible Personal Property, after abatement agreement expires:

\$ ~37,000,000

Estimated value, upon completion of project, of exempt pollution control equipment:

\$ ~9,000,000

*\*note: These are estimates only. By law, BCLAD assesses and determines property values.*

G. Minimum Production Life of Equipment: 15 – 25 years

H. Variance: Is a variance being sought under any provision of the “Guidelines”?

Yes ( ) No ( ☒ ) If “Yes”, attach any supplementary information required. **Attach Exhibit “G”.**

I. Statement on planned efforts to use Brazoria County Vendors and Services: Please attach a statement describing willingness and planned efforts to use qualified Brazoria County vendors and services where applicable in the construction and operation of the facility. (See Section 2 (h) (6) of the Guidelines and Criteria for Granting Tax Abatement.). **Attach Exhibit “H”.**

J. Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit “I”.**

---

## PART V – OTHER AGREEMENT APPLICATIONS

Has the Company made application for abatement for this project to other taxing jurisdictions or counties?

Yes ( ☒ ) No ( )

If “Yes”, provide (1) dates of application; (2) hearing dates; (3) name of jurisdiction(s) and contact(s); and letters of intent to abate. Attach as **Exhibit “J”.**

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## PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.



\_\_\_\_\_  
Company Official Signature

Stanley Thai, Founder and President

\_\_\_\_\_  
Printed Name & Title of Company Official

## **REQUIRED ATTACHMENTS**

- EXHIBIT "A" – Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan.**
- EXHIBIT "B" – Certification of Appraised Value of Properties as of January 1, 2021**
- EXHIBIT "C" – Proposed Facility Address and Legal Description**
- EXHIBIT "D" – Map Showing Site**
- EXHIBIT "E" – Project Description including Time Schedule for Undertaking and Completing Project**
- EXHIBIT "F" – Planned Water and Sewer Treatment Methods and Disposal of Effluent**
- EXHIBIT "G" – Letter/Statement regarding Variance Requests**
- EXHIBIT "H" – Statement on Planned Use of Brazoria County Vendors**
- EXHIBIT "I" – Detailed Itemized List of Tangible Personal Property requesting to be abated.**
- EXHIBIT "J" – Application for Abatement with Other Taxing Jurisdictions**

## EXHIBIT "B"

### CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2021

**TO:** BRAZORIA COUNTY

**FROM:** BRAZORIA COUNTY APPRAISAL DISTRICT

**DATE:** \_\_\_\_\_

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2021, for property of \_\_\_\_\_ described in **Exhibit B-1** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

#### PERSONAL PROPERTY

#### APPRAISED VALUE

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

#### LAND

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

#### IMPROVEMENTS

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

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

**CHIEF APPRAISER  
BRAZORIA COUNTY APPRAISAL DISTRICT**

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

# EXHIBIT

# A



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For a copy of the complete Supermax Corporation Berhad 2020 Annual Report, please contact Port Freeport CFO, Rob Lowe via email at [lowe@portfreeport.com](mailto:lowe@portfreeport.com) or by calling 979-233-2667 ext.4366.

PORT COMMISSION

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



**EXHIBIT B – Value of Existing Property**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

Please see attached Brazoria County Appraisal District (BCAD) value certification behind this page for the certified value of the existing land.

**BRAZORIA COUNTY APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 2021**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: July 23, 2021

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2021, for property of "MOWERY CURTIS J III & RODNEY C & CURTIS J JR" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

<u>PERSONAL PROPERTY ACCOUNT(S)</u>	<u>MARKET VALUE</u>	<u>APPRAISED VALUE</u>
-------------------------------------	---------------------	------------------------

N/A

LAND ACCOUNT(S)

0536-0008-130\*

\$854,410

\$70,420

IMPROVEMENT ACCOUNT(S)

N/A

---

\*215.00 ACRES @ \$3,640 = \$782,600  
Ag Value = \$64,500

Certified this 23<sup>th</sup> day of July 2021.

BRAZORIA COUNTY APPRAISAL DISTRICT

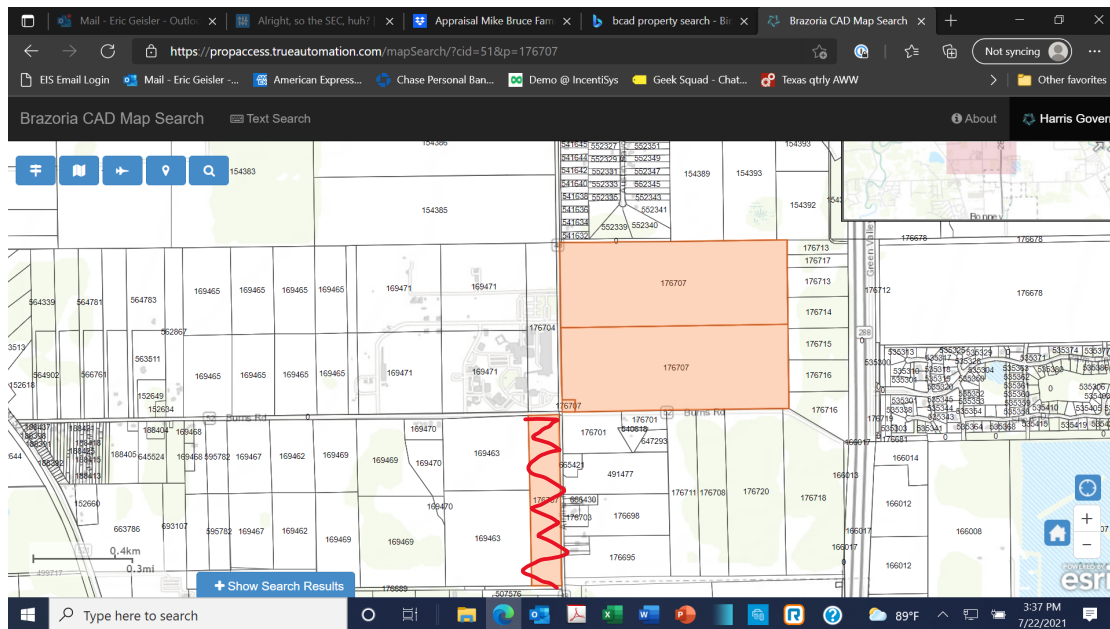
  
Al Baird, Chief Appraiser


**EXHIBIT C – Address and Legal Description of Proposed Property**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

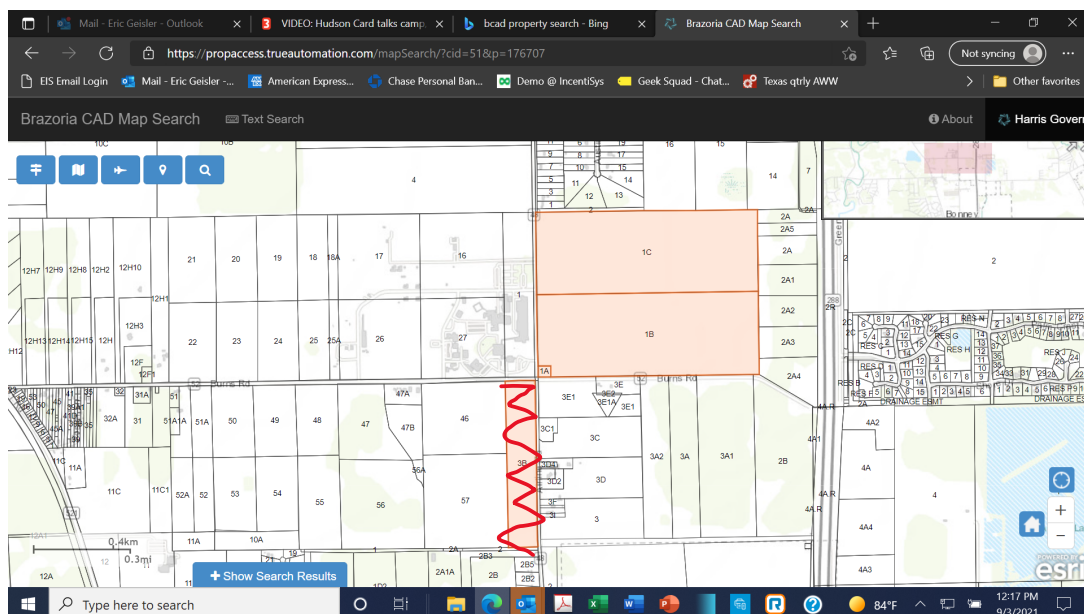
The proposed complex will be constructed on ~200+ acres (currently vacant) in the City of Alvin ETJ at the intersection of County Road 52 and County Road 48, just west of Hwy 288.

A survey of the defined property is in progress but not yet available. So, please see below information about the site, the boundary of a proposed Reinvestment Zone, applicable parcels and BCAD information about the site.

*Parcels from BCAD to be included in Reinvestment Zone.  Designates parcel/area not to be included in Reinvestment Zone.*



*Tract numbers (1A, 1B, 1C from BCAD) to be included in Reinvestment Zone.  Designates tract 3B, which is not to be included in Reinvestment Zone:*



**EXHIBIT C – Address and Legal Description of Proposed Property  
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT  
MAXTER HEALTHCARE INC.**

***Brazoria County Appraisal District property account information:***

**Account**

Property ID:	176707	Legal Description:	A0536 C M HAYS TRACT 1A-1B-1C-3B ACRES 234.728
Geographic ID:	0536-0008-130	Zoning:	10-12-12 CJC
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

**Location**

Address:	COUNTY ROAD 48	Mapsco:	SAL168
Neighborhood:	SAL-SOUTHWEST	Map ID:	
Neighborhood CD:	SAL.SW		

**Owner**

Name:	MOWERY CURTIS J III & RODNEY C & CURTIS J JR	Owner ID:	1074947
Mailing Address:	131 COUNTY ROAD 42 ROSHARON, TX 77583-6505	% Ownership:	100.0%

County: Brazoria  
Project: Terra Rosharon  
M&B No: 21-170  
CS Job No: 21121

**METES AND BOUNDS DESCRIPTION OF 214.559 ACRES**

Being a tract of land containing 214.559 acres, located in the Lavaca Land Navigation Company Survey, Section 12, Abstract 536, in Brazoria County, Texas; Said 214.559 acre tract being all of a called 214.559 acre tract of land recorded in the name of Curtis Joe Mowery, Et. Al., in Brazoria County Clerk's File Number (B.C.C.F. No.) 1998020702; Said 214.559 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, of 1983, South Central Zone):

**BEGINNING**, at a 5/8-inch iron rod found at the southwest corner of said 214.559 acre tract and the herein described tract, same being the northwest corner of a called 25 acre tract of land recorded in the name of Stent Assets, LLC, in B.C.C.F. No. 2017047100, on the east Right-of-Way (R.O.W.) line of County Road 48 (sixty feet wide as monumented);

**THENCE**, North 02° 35' 02" West, with the west line of said 214.559 acre tract and with the east R.O.W. line of said County Road 48, a distance of 2,643.13 feet to a 5/8-inch iron rod found at the northwest corner of said 214.559 acre tract and the herein described tract;

**THENCE**, North 87° 32' 34" East, with the north line of said 214.559 acre tract, at a distance of 1,744.96 feet pass the southwest corner of a called 115.388 acre tract of land recorded in the name of Old South Plantation, Inc., in B.C.C.F. No. 1997017454, continuing with the north line of said 214.559 acre tract and the south line of said 11.388 acre tract a total distance of 3,546.11 feet to a one-inch iron pipe found at the northeast corner of said 214.559 acre tract and the herein described tract, same being the northwest corner of the north remainder of a called 14.69 acre tract of land recorded in the name of Talmadge Layne Crowe, Jr., in B.C.C.F. No. 19996001230;

**THENCE**, South 02° 35' 02" East, with the east line of said 214.559 acre tract and the west lines of said north remainder tract, a called 5.000 acre tract of land recorded in the name of Rene Fallena Cohen, Et. Al., in Volume 1758, Page 74, of the Brazoria County Deed Records (B.C.D.R.), the south remainder of said 14.69 acre tract, a called 10.859 acre tract of land recorded in the name of Marcos and Moises Romano in Volume 1733, Page 454, of the B.C.D.R., a called 10.859 acre tract of land recorded in the name of Salomon and Elias Romano Cohen in B.C.C.F. No. 2013030368, a called 10.859 acre tract of land recorded in the name of Moises and Nessim Romano in B.C.C.F. No. 2013027492, and a called 10.859 acre tract of land recorded in the name of Jose Romano, Et. Al., in Volume 1733, Page 472, of the B.C.D.R., respectively, a distance of 2,628.12 feet to a 3/4-inch iron pipe found at the southeast corner of said 214.559 acre tract and the herein described tract, same being the westerly southwest corner of said 10.859 acre Jose Romano, Et. Al. tract, on the north line of a called 164.653 acre tract of land recorded in the name of Peter S. Terpstra, Trustee, in B.C.C.F. No. 1994014323;

EXHIBIT \_\_, PAGE 2 OF 2 PAGES

**THENCE**, South 87° 18' 01" West, with the south line of said 214.559 acre tract and with the north lines of said 164.653 acre tract and aforesaid 25 acre tract, at a distance of 1,911.10 feet pass a 3/4-inch iron rod found at the northwest corner of said 164.653 acre tract and the northeast corner of aforesaid 25 acre tract, continuing in all a distance of 3,546.10 feet to the **POINT OF BEGINNING** and containing 214.559 acres of land.

An ALTA/NSPS Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.

---

Chris Rhodes, R.P.L.S.  
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC  
PH: (713) 839-9181  
September 3, 2021



[illegible]

15000 PETERSONS AVE, SUITE 200  
HOUSTON, TEXA 77054  
DYNES (713) 806-9782

10/15/24 10:00AM  
10/15/24 10:00AM  
10/15/24 10:00AM

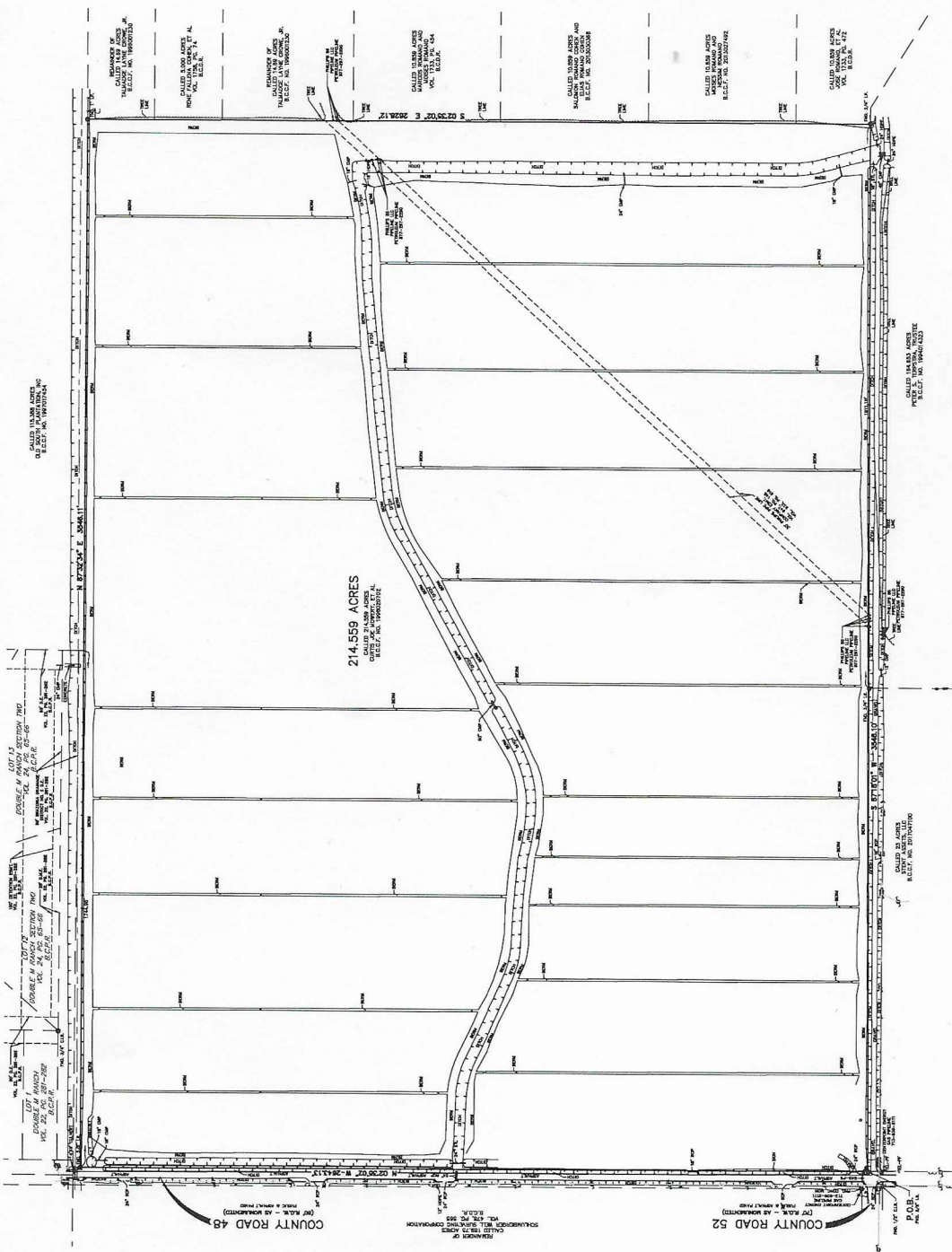


**Civil-Surv**  
Land Surveying, LLC

DATE: 04/25/21  
SCALE: 1" = 100'  
BOOK: 111  
SHEET: 111

CHECKED BY: M.L.  
PROJECT: 111  
CITY: 2121  
COUNTY: 111  
STATE: 111

FOR: WALTER HEALING CARE, INC., FURNISHES THE MEDICINE, CLINT BOWMENT,  
AND MONEY WORTH, AND ALONG WITH SUBSTANCE,  
TO BE COUNTRY THAT THE LAW ON PAY AND THE BURNING IN BACH  
IS IN BACH. WE WERE MADE IN ACCORDANCE WITH 2021 INDIAN TOWNSHIP  
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AND FOLLOWS THE 1-4  
AND 13, 14-15, 16-18, 19-20, 21-22, 23-24, 25-26, 27-28, 29-30, 31-32, 33-34, 35-36, 37-38, 39-40, 41-42, 43-44, 45-46, 47-48, 49-50, 51-52, 53-54, 55-56, 57-58, 59-60, 61-62, 63-64, 65-66, 67-68, 69-70, 71-72, 73-74, 75-76, 77-78, 79-80, 81-82, 83-84, 85-86, 87-88, 89-90, 91-92, 93-94, 95-96, 97-98, 99-100, 101-102, 103-104, 105-106, 107-108, 109-110, 111-112, 113-114, 115-116, 117-118, 119-120, 121-122, 123-124, 125-126, 127-128, 129-130, 131-132, 133-134, 135-136, 137-138, 139-140, 141-142, 143-144, 145-146, 147-148, 149-150, 151-152, 153-154, 155-156, 157-158, 159-160, 161-162, 163-164, 165-166, 167-168, 169-170, 171-172, 173-174, 175-176, 177-178, 179-180, 181-182, 183-184, 185-186, 187-188, 189-190, 191-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 415-416, 417-418, 419-420, 421-422, 423-424, 425-426, 427-428, 429-430, 431-432, 433-434, 435-436, 437-438, 439-440, 441-442, 443-444, 445-446, 447-448, 449-450, 451-452, 453-454, 455-456, 457-458, 459-460, 461-462, 463-464, 465-466, 467-468, 469-470, 471-472, 473-474, 475-476, 477-478, 479-480, 481-482, 483-484, 485-486, 487-488, 489-490, 491-492, 493-494, 495-496, 497-498, 499-500, 501-502, 503-504, 505-506, 507-508, 509-510, 511-512, 513-514, 515-516, 517-518, 519-520, 521-522, 523-524, 525-526, 527-528, 529-530, 531-532, 533-534, 535-536, 537-538, 539-540, 541-542, 543-544, 545-546, 547-548, 549-550, 551-552, 553-554, 555-556, 557-558, 559-560, 561-562, 563-564, 565-566, 567-568, 569-570, 571-572, 573-574, 575-576, 577-578, 579-580, 581-582, 583-584, 585-586, 587-588, 589-590, 591-592, 593-594, 595-596, 597-598, 599-600, 601-602, 603-604, 605-606, 607-608, 609-610, 611-612, 613-614, 615-616, 617-618, 619-620, 621-622, 623-624, 625-626, 627-628, 629-630, 631-632, 633-634, 635-636, 637-638, 639-640, 641-642, 643-644, 645-646, 647-648, 649-650, 651-652, 653-654, 655-656, 657-658, 659-660, 661-662, 663-664, 665-666, 667-668, 669-670, 671-672, 673-674, 675-676, 677-678, 679-680, 681-682, 683-684, 685-686, 687-688, 689-690, 691-692, 693-694, 695-696, 697-698, 699-700, 701-702, 703-704, 705-706, 707-708, 709-710, 711-712, 713-714, 715-716, 717-718, 719-720, 721-722, 723-724, 725-726, 727-728, 729-730, 731-732, 733-734, 735-736, 737-738, 739-740, 741-742, 743-744, 745-746, 747-748, 749-750, 751-752, 753-754, 755-756, 757-758, 759-760, 761-762, 763-764, 765-766, 767-768, 769-770, 771-772, 773-774, 775-776, 777-778, 779-780, 781-782, 783-784, 785-786, 787-788, 789-790, 791-792, 793-794, 795-796, 797-798, 799-800, 801-802, 803-804, 805-806, 807-808, 809-810, 811-812, 813-814, 815-816, 817-818, 819-820, 821-822, 823-824, 825-826, 827-828, 829-830, 831-832, 833-834, 835-836, 837-838, 839-840, 841-842, 843-844, 845-846, 847-848, 849-850, 851-852, 853-854, 855-856, 857-858, 859-860, 861-862, 863-864, 865-866, 867-868, 869-870, 871-872, 873-874, 875-876, 877-878, 879-880, 881-882, 883-884, 885-886, 887-888, 889-890, 891-892, 893-894, 895-896, 897-898, 899-900, 901-902, 903-904, 905-906, 907-908, 909-910, 911-912, 913-914, 915-



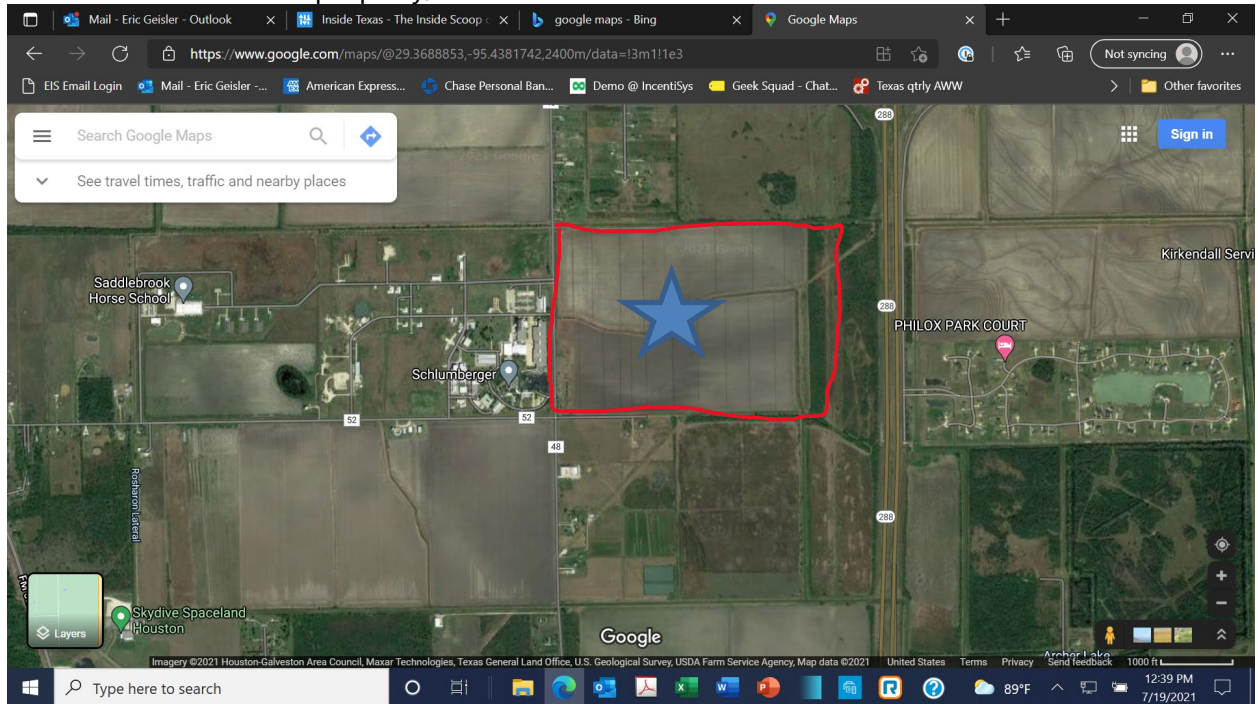
SCHEDULE "W," ITEM IS EXEMPTION NOTION.  
100-379 PHILIPS INSURANCE COMPANY EMAT, VOL. 325, PG. 452 AND VOL. 334, PG. 64,  
U.S.A., AFFECTS MARITIME PROPERTY, MARKET NOT AFFECTED, BUT NOTIFICATION REQUIRED.  
100-379 PHILIPS INSURANCE COMPANY EMAT, VOL. 441, PG. 148, AFFECTS BANKRUPT  
PROCEEDINGS, PLUTTED PERSON.  
100-379 PHILIPS INSURANCE COMPANY EMAT, VOL. 823, PG. 816, AFFECTS BANKRUPT  
PROCEEDINGS, PLUTTED PERSON.  
100-379 PHILIPS INSURANCE COMPANY EMAT, VOL. 1438, PG. 1438, AFFECTS BANKRUPT  
PROCEEDINGS, PLUTTED PERSON.  
100-379 PHILIPS INSURANCE COMPANY EMAT, VOL. 1438, PG. 1438, AFFECTS BANKRUPT  
PROCEEDINGS, PLUTTED PERSON.  
ONLY THOSE LISTED IN SCHEDULE "W" OF THE COMPANION FOR TITLE INSURANCE  
REFERENCES HORDEN AND RELATED ABOVE WERE CONSIDERED IN PREPARATION OF THIS  
REPORT.

1. THIS SURVEY WAS PREPARED WITH THE INTENT OF A COMMITMENT FOR TITLE INSURANCE COVERAGE OF THE PROPERTY, BUT THE TITLE INSURANCE COMPANY HAS NOT YET COMPLETED THE COVERAGE OF THE PROPERTY. THE TITLE INSURANCE COMPANY HAS NOT YET COMPLETED THE COVERAGE OF THE PROPERTY.
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[illegible]

**EXHIBIT D**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

Location and outline of property/area to be included in Reinvestment Zone.





**EXHIBIT E**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

Maxter Healthcare Inc. is proposing to build up an estimated 2.4 million square feet of manufacturing, office, R&D and distribution space to manufacture medical/surgical gloves (PPE) for the Texas market and to meet the requirements of its US government contract. This project will be the company's first US manufacturing facility (18th overall) with a goal of building capacity to capture at minimum 10-15% of the total annual imports into the US over the next 2 to 3 years, and 25% over the next 4 to 6 years. The company plans to create over 750 new jobs at the facility over the next 3-4 years. The project will operate under Maxter Healthcare, Inc., a newly-established subsidiary of Supermax Healthcare, Inc., and includes the following goals:

- 1) Build a large scale "Made in USA" nitrile glove manufacturing plant catering to the US, as well as exporting to the top 25 largest US trading partner countries.
- 2) Establish a 2nd US distribution center, catering to the southern US and Latin-American markets.
- 3) Build a State of the Art, Industry 4.0 facility for PPE products with particular focus on nitrile medical gloves.
- 4) Build the Supermax Group's R&D center for polymer technology, new materials, and engineering in the form of automation and robotics in the manufacturing process.

The company is proposing to build the complex on a ~212-acre parcel in the ETJ of City of Alvin at the intersection of CR 48 and CR 52.

Below is a list of the major equipment comprising the complex:

- Fired heater
- Burners
- HRSG (Heat Recovery and Steam Generation) System
- SCR (Selective Catalytic Reduction) Unit
- PSA (Pressure Swing Adsorption) Unit
- Refractory
- Reactor vessels
- Compressors
- Heat exchangers
- Pumps
- Separators
- Cooling tower
- Boilers
- Electrical transformers
- Switchgear
- Instrumentation equipment
- Control equipment
- Piping

Additional infrastructure to support this property will include:

- Site development/roads
- Utility piping, electrical substation, co
- Waste water treatment plant

**EXHIBIT E**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

**EXHIBIT F**  
**Port Freeport Tax Abatement application for**  
**MAXTER HEALTHCARE INC.**

**Stage 1 wastewater treatment/management**

- a) Compounded latex solution from the holding tanks will be regularly discharged onto a system of custom-built collecting sumps where we will use various chemicals to coagulate the compounded latex to separate the latex sludge residues through drying process. The remaining process water will then be pumped into the Stage 1 wastewater treatment plant for further treatment.
- b) Process water from production lines will be discharged to a custom-built treatment plant where chemicals will be used to treat the process water and remove bacteria dissolved solids (BODs) and chemical dissolved solids (CODs). During the Stage 1 process we will separate any latex sludge into latex solid residues through drying process
- c) Process water at Stage 1 treatment plant will be treated and subsequently sent to Stage 2 for further treatment.

**Stage 2 wastewater treatment/management**

- a) Treated incoming water from Stage 1 treatment plant will undergo further processing and treatment at the Stage 2 treatment plant where they are first buffered/kept in multiple custom-built ponds.
- b) From the collection ponds, the Stage 1 treated process water will then go to Stage 2 treatment, to remove any remaining residual BODs and CODs (if any).
- c) Treated reclaimed water from Stage 2 treatment plant will then be sent to our bulk water storage tanks for production line use.
- d) There will be water loss because of evaporation during the treatment process. We estimate approximately 60% of treated water from the Stage 1 & Stage 2 Treatment plants will be reclaimed and subsequently pumped back into our onsite bulk water storage tanks for production use.
- e) Any excess treated water from stage 2 treatment process will conform to EPA and local environmental standards and discharged into the city storm drains.

**Sources of Fresh Water**

Source 1: Canal water– we will build a ponding system to draw and buffer water directly from the canal. This water will then be treated and pumped back into our water tanks for production line/process use.

Source 2: Ground water – water sourced from onsite deep wells will be processed and pumped into our water tanks for production as well as general/office use.

Source 3: reclaimed treated water from the Stage 2 treatment plants will be pumped back to the water tanks for production line/process use.

**EXHIBIT F**  
**Port Freeport Tax Abatement application for**  
**MAXTER HEALTHCARE INC.**

**On-site Sewage Treatment Plant**

- a) We will hire professional consultants to design and build a sewage treatment plant with capacities large enough according to our master plan.
- b) The sewage treatment plant will be used to treat domestic wastewater before final discharge to the storm drain system. More details will be provided once a consultant /engineering firm have been appointed.

**EPA and Local Regulatory Compliance**

**If any, excess treated water from the Stage 2 treatment process as well as the domestic sewage treatment stage will be subject to EPA and local environmental/regulatory standards before final discharge into the city storm drains.**

**EXHIBIT G**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

This Exhibit is not applicable and was intentionally left blank. We are not requesting a variance.

**EXHIBIT H**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**MAXTER HEALTHCARE INC.**

During the construction and operations phases of the project, Maxter plans to utilize Brazoria County vendors wherever possible, subject to considerations of cost and availability and subject to certain requirements of quality that meet both industry and Maxter standards.

**EXHIBIT I**  
**PORT FREEPORT ABATEMENT APPLICATION**  
**MAXTER HEALTHCARE, INC.**

Equipment Description	Estimated Cost	Useful Life	Estimated Value after Abatement (7 years)
<b>Glove Machine And Accessories</b>	\$ 19,800,000.00	25	\$ 16,038,000.00
<b>Conveyor Chain and Holders</b>	\$ 4,203,000.00	25	\$ 3,404,430.00
<b>Ceramics Former</b>	\$ 1,408,000.00	25	\$ 1,140,480.00
<b>Production Chiller System</b>	\$ 700,500.00	25	\$ 567,405.00
<b>Gas piping &amp; Accessories</b>	\$ 2,475,000.00	25	\$ 2,004,750.00
<b>Power Supply</b>	\$ 3,300,000.00	25	\$ 2,673,000.00
<b>Air Compressors</b>	\$ 720,000.00	15	\$ 446,400.00
<b>Dipping Tanks Level Sensor</b>	\$ 115,000.00	25	\$ 93,150.00
<b>Loading platform</b>	\$ 150,000.00	25	\$ 121,500.00
<b>Speed Inverter</b>	\$ 921,000.00	25	\$ 746,010.00
<b>Weighbridge</b>	\$ 75,000.00	25	\$ 60,750.00
<b>Industry Effluent Treatment Plant</b>	\$ 12,000,000.00	25	\$ 9,720,000.00

**\$45,867,500**

**\$ 37,015,875.00**

**EXHIBIT J**  
**APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT**  
**Maxter Healthcare, Inc.**

Please see the offer letter from the State of Florida behind this page.



**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
EXECUTIVE DIRECTOR

March 17, 2021

Mr. Stanley Thai  
Founder & President  
Supermax Healthcare, Inc.  
1899 Sequoia Drive  
Aurora, Illinois 60506

**Re: Capital Investment Tax Credit ("CITC") Certification**

Dear Mr. Thai:

We are pleased to inform you that, based on the application and attachment for CITCs that was submitted on March 4, 2021 (as amended and supplemented, as the case may be, the "Application") by Maxter Healthcare Incorporated (the "Company", "you" or "your") and the other documents and information provided to us, and subject to the factual descriptions, assumptions, qualifications and limitations in this letter, the Florida Department of Economic Opportunity ("DEO") has determined that the Company is eligible for certification to receive CITCs in connection with the proposed project described in the Application (the "Project").

Our determination of the Company's eligibility for CITCs in connection with the Project is based, in part, on the following factual assumptions:

1. The CITCs will help to induce the Company to locate the Project in Florida and the Company submitted the Application prior to deciding to locate the Project in Florida;
2. The Company will create at least 100 net new-to-Florida full-time equivalent jobs in connection with the Project at the Project's location in either Nassau County or Columbia County, Florida paying an average annualized wage of at least \$40,540 (the "Project Wage"), which is equal to 102% of the average annual private sector wage in Nassau County for the year ended December 31, 2019, and equal to 111% of the average annual private sector wage in Columbia County for the same time period;
3. The Project will operate in a high-impact sector designated pursuant to Section 288.108 of the Florida Statutes (*Advanced Manufacturing and Life Sciences*); and
4. The Company will make a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$25,000,000 at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Enclosed please find a copy of DEO's letter to the Florida Department of Revenue ("DOR") certifying the Company's eligibility for CITCs in connection with the Project in accordance with Section 220.191(5) of the Florida Statutes (the "Certification Letter"). Pursuant to Section 220.191(5) of the Florida Statutes, the Company may be entitled to receive a maximum tax credit equal to up to five percent of its "eligible capital costs" (as such term is defined in Section 220.191 of the Florida Statutes) in connection with the Project each year beginning after the commencement of operations for up to twenty years against certain corporate income tax liabilities or premium tax liabilities generated by or arising out of the Project.

The "commencement of operations" (as such term is defined in Section 220.191(1)(a) of the Florida Statutes) will not be deemed to occur unless and until the Company satisfies the following conditions:

1. The Company must provide evidence to DEO and DOR to DEO's and DOR's reasonable satisfaction that a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$25,000,000 has been made at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project (the "Minimum Capital Investment"); and
2. The Company must provide evidence to DEO to DEO's reasonable satisfaction that the Company has created at least 100 net new-to-Florida full-time-equivalent jobs paying at least the Project Wage at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project.

Prior to receiving tax credits pursuant to Section 220.191 of the Florida Statutes, the Company must create and maintain not less than 100 net new-to-Florida full-time-equivalent jobs paying at least the Project Wage at the Project's location in Florida beginning with the "commencement of operations."

Notwithstanding the foregoing, the Company expects to make a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$482,020,000 in connection with the Project (the "Projected Capital Investment"). If the Company makes the Projected Capital Investment prior to informing DEO and DOR that the "commencement of operations" has occurred in connection with the Project (subject to DEO's and DOR's confirmation of the same), then the Company will be eligible to receive CITCs equal to up to 100% of its annual corporate income tax liability or premium tax liability generated by or arising out of the Project.

Beginning not later than January 31, 2024, the Company will be required to deliver to DEO an annual report as of December 31<sup>st</sup> of the prior calendar year regarding its progress towards satisfaction of the above commencement of operations requirements until such time as the Company reports that it has satisfied the above requirements.

The Company may not claim any annual CITCs with DOR without a letter from DEO certifying that the appropriate annual requirements for tax credits have been satisfied or maintained, as the case may be.

Notwithstanding anything in this letter or the Certification Letter to the contrary, the Company's right to receive a CITC in connection with the Project is contingent on the Company entering into a *Technical Assistance Agreement* (the "Agreement") with DOR in form and substance satisfactory to DOR in its sole discretion. Accordingly, neither this letter nor the Certification Letter is intended to, and does not, constitute an offer or agreement to award CITCs or to enter into a definitive agreement with respect to any CITCs, and neither DEO nor DOR shall have any obligations of any kind whatsoever with respect thereto by virtue of this letter or any other written or oral expression by our representatives unless and until a definitive agreement between the Company and DOR is executed and delivered. Please contact Susan Coxwell at the DOR by telephone at (850) 717-6478 to discuss the Agreement.

Subject to the immediately preceding paragraph, this letter is for your sole benefit and nothing expressed or implied in this letter will give or be construed to give any person or entity any legal or equitable rights hereunder. This letter is governed by the laws of the State of Florida, without regard to conflicts of laws principles.

We are very excited about the opportunities offered by the Project. We look forward to working with you and your team toward a successful transaction and future. If you have any questions concerning this letter, please call our Chief of Business Development, Maureen Smith, at (850) 717-8978.

Sincerely,



Dane Eagle

cc: Diana Mercas, Enterprise Florida, Inc.

ENCLOSURE  
Project ID: 21-05624

THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §

**TAX ABATEMENT AGREEMENT WITH MAXTER HEALTHCARE INC. FOR PROPERTY  
LOCATED IN  
BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05**

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between Port Freeport ("Port") and **MAXTER HEALTHCARE INC.**, a Foreign Corporation authorized to do business in Texas, hereinafter referred to as "Owner" of taxable real property in Brazoria County, Texas, located in the **BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05** ("Reinvestment Zone").

**I. AUTHORIZATION**

**1.01** This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended, and by resolution of the Port Commission of Port Freeport approving this Abatement.

**II. DEFINITIONS**

**2.01** As used in this Agreement, the following terms shall have the meanings set forth below:

- a. "Certified Appraised Value" means the January 1st appraised value of the property within the Reinvestment Zone as certified by the Brazoria County Appraisal District as of the January 1st valuation date.
- b. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated for economic development purposes.
- c. "Eligible Property" means the buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, process units, site improvements, and related fixed improvements necessary to the operation and administration of the facility.
- d. "New Eligible Property" means Eligible Property construction of which commences subsequent to the date of the Port approving the Tax Abatement. During the construction phase of the New Eligible Property, Owner may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.
- e. "Ineligible Property" means land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory and supplies, tools, furnishings and other forms of movable personal property, vehicles, watercraft, aircraft,

housing, convalescent homes, assisted living homes/centers, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of this Agreement, property that is already subject to real or personal property tax moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.

- f. “Actual Productive Life” means the actual period of time the improvements were in active service and operation as part of a facility operating in a producing capacity, and this definition supersedes any other definition stated elsewhere.

**2.02** The *Guidelines And Criteria For Granting Tax Abatement In A Reinvestment Zone Created In Port Freeport In Brazoria County, Texas* (“Port Guidelines And Criteria”), adopted by the Port Commission of Port Freeport, are attached hereto as Exhibit “B” and made a part hereof. All definitions set forth therein are applicable to this Agreement.

### III. SUBJECT PROPERTY

**3.01** The Reinvestment Zone is an area generally described as approximately 214.559 acres of land in Brazoria County, Texas. The legal description of the Reinvestment Zone is attached hereto as Exhibit C.

**3.02** The Brazoria County Appraisal District has established the following values for land, personal property and improvements of Owner in the subject property or of certain tracts of land from which the subject tract of land is derived as of January 1, 2020:

LAND ACCOUNTS  
0536-0008-130

MARKET VALUE  
\$854,410

APPRAISED VALUE  
\$70,420

#### **IV. VALUE AND TERM OF ABATEMENT**

**4.01** This Tax Abatement shall be effective January 1, 2023 and shall continue for a period of seven (7) years, or one-half ( $\frac{1}{2}$ ) the productive life of the improvements, whichever is less. One hundred percent (100%) of the value of New Eligible Properties shall be abated subject to Section 4.03 herein below.

**4.02** Pursuant to the above-provisions and subject to Section 4.03 herein below, the term of abatement under this Agreement shall commence January 1, 2023 and continue through December 31, 2029. The benefits of abatement shall continue throughout the last year in which abatement is applied as long as the property and property owner continue to qualify for abatement throughout the last year.

**4.03** If pursuant to the above Section 4.01, it is determined upon completion of improvements, or at any time thereafter (including after the term of abatement otherwise granted under this Agreement) that one-half ( $\frac{1}{2}$ ) the productive life of improvements is less than the term of years of abatement under this Agreement, the term of abatement shall be reduced to one-half ( $\frac{1}{2}$ ) the productive life of the improvements and Owner shall pay to the Port the full amount of taxes otherwise abated in each year in which the term of abatement exceeded one-half ( $\frac{1}{2}$ ) of the actual productive life of the improvements. The amount of taxes for part of a year, if applicable, shall be determined by proration (by multiplying the amount of abated taxes for the entire year by a fraction, the denominator of which is 365 and the numerator of which is the number of days in excess of the term of abatement represented by one-half ( $\frac{1}{2}$ ) of the actual productive life of the improvements). Any recapture hereunder shall be payable within sixty (60) days of written notice. Owner shall certify by statement to the Port and the Brazoria County Appraisal District the estimated productive life of improvements upon completion of the construction; provided, however Owner's estimate of productive life shall not control the operation of this subsection.

**4.04** The payment obligation under Section 4.03 is a continuing obligation. Owner understands and agrees that this Agreement mandates that Owner's abated improvements be in active service and operation as part of a facility operating in a producing capacity for a period of fourteen (14) years from the effective commencement date of this agreement (to December 31, 2036) in order for Owner to receive seven (7) full years of abatement that are not subject to the term reduction and recapture/payment obligation provisions of Section 4.03 of this Agreement.

#### **V. TAXABILITY**

**5.01** During the period that this Tax Abatement is effective, taxes shall be payable as follows:

- (a) The value of Ineligible Property shall be fully taxable;
- (b) the Certified Appraised Value of existing Eligible Property as determined each year shall be fully taxable; and

- (c) the value of New Eligible Property shall be abated as set forth in Section IV herein.

## **VI. PLANNED IMPROVEMENTS AND EMPLOYMENT**

**6.01** As set forth in the Application attached as Exhibit A, Owner represents that it will construct a facility for manufacturing medical/surgical gloves (PPE) NAICS 339113. The estimated value of eligible improvements to be owned by Owner at the end of this Agreement indicated in the application is \$285,000,000.

**6.02** The Owner represents and warrants that this project will create 750 full-time jobs for employees to be employed at Owner. In addition, Owner represents and warrants that the level of employment stated in the abatement application (including the projected creation or retention of employment) will be maintained for the duration of the abatement period. It is further represented that this project will provide an estimated 25 construction jobs at the beginning of construction, with a peak load of 300 construction jobs during the course of construction and 35 such jobs upon completion.

**6.03** All improvements shall be completed in accordance with all applicable law.

**6.04** The Owner shall not make any use of the property that is inconsistent with the general purpose of encouraging development or redevelopment of the reinvestment zone during the period that the property tax exemptions are in effect.

**6.05** The Owner estimated in its application that construction of the improvements will begin in the first quarter of 2022 with completion estimated in 2022.

## **VII. EVENT OF DEFAULT**

**7.01** During the abatement period covered by this Agreement, the Port may declare a default hereunder by the Owner if:

- (a) the Owner fails to commence construction of the new facility described in Section VI above, and the Application attached hereto as Exhibit A within two (2) years from the date this Agreement is executed;
- (b) the Owner fails to construct the new facility described in Section VI above;
- (c) the Owner refuses or neglects to comply with any of the terms of this Agreement;
- (d) any representation made by the Owner in this Agreement is false or misleading in any material respect; or
- (e) the constructed facility fails to meet the economic qualifications of Section 2(h) of the Port Guidelines And Criteria. The economic qualifications of Section 2(h) therein expressly include the requirement that the level of employment stated in the Application for the property that is the subject of the Tax Abatement Agreement be maintained for the duration of the abatement period.

**7.02** Should the Port determine the Owner to be in default of this Agreement, the Port shall notify the Owner in writing prior to the end of the abatement period, and if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default for causes beyond Owner's reasonable control cannot with due diligence be cured within such sixty-day period, the Cure Period shall be deemed extended if Owner (i) shall immediately, upon the receipt of such notice, advise the Port of Owner's intention to institute all steps necessary to cure such default and (ii) shall institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

**7.03** In the event the Owner allows its ad valorem taxes owed the Port to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or if the Owner defaults and/or violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement may then be terminated and all taxes previously abated by virtue of this Agreement will be recaptured and paid within sixty (60) days of termination.

**7.04** In the event the facility contemplated herein is completed and begins producing product or service, but the Owner fails to maintain the level of employment (including the projected creation or retention of employment) set forth in Section 6.02, the Port may elect to: (a) Declare a default and terminate this Agreement without recapturing prior years' abated taxes; (b) Declare a default, terminate this Agreement and order a recapture of all or part of the previous years' abated taxes; (c) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of this Agreement under its present terms or alter the amount of the abatement for the remaining term of this Agreement; or (d) Order recapture pursuant to the provisions of Section 4.03 of this Agreement, if applicable.

## **VIII. ADMINISTRATION**

**8.01** This Agreement shall be administered on behalf of the Port by its Chief Financial Officer. The Owner shall allow authorized employees and/or representatives of the Port who have been designated and approved by the Port to have access to this Reinvestment Zone during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made at a mutually agreeable time after the giving of forty-eight (48) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the Owner and in accordance with the Owner's safety standards.

**8.02** Upon completion of the contemplated construction, the Chief Financial Officer and/or other persons appointed by the Port shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Port Commission of Port Freeport.



**8.03** The Chief Appraiser of the Brazoria County Appraisal District annually shall determine (a) the taxable value pursuant to the terms of this abatement of the real and personal property comprising this Reinvestment Zone and (b) the full taxable value without abatement of the real and personal property comprising this Reinvestment Zone. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be captured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, V.A.T.S. Tax Code, as may be necessary for the administration of the abatement specified herein.

**8.04** If the Port terminates this Agreement, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Brazoria County District Courts appealing such termination within ninety (90) days after receipt from the Port of written notice of the termination. If an appeal suit is filed, Owner shall remit to the Port, within sixty (60) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08 V.A.T.S. Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Port pursuant to Section 42.42 V.A.T.S. Tax Code. If the final determination of the appeal decreases the Owner's tax liability, the Port shall refund to the Owner the difference between the amount of tax paid and the amount of tax for which the Owner is liable pursuant to Section 42.43, V.A.T.S. Tax Code.

## **IX. INFORMATION PROVIDED BY OWNER**

**9.01** Pursuant to Section 5(a)(7) of the Port Guidelines And Criteria, Owner shall annually furnish information necessary for Port's evaluation of Owner's compliance with the terms and conditions of this Agreement and the Port Guidelines And Criteria (in the form of an annual report/statement of compliance to be mailed to the Chief Financial Officer of the Port on or before January 31<sup>st</sup> of each year of the tax abatement contract term).

**9.02** Additionally, Owner shall furnish the following information or written statements to the Port upon request during the term of this Agreement:

- (a) Statement by Owner certifying the commencement and/or completion date of the contemplated improvements described in Section VI herein and in the abatement application;
- (b) Statement by Owner of the number of permanent employees, contract employees and construction employees actually employed at the facility location;
- (c) Statement by Owner describing the status of construction of the contemplated improvements, percentage of construction completed, construction schedule, and an

estimate of taxable value of constructed improvements on the date of the statement; or

- (d) In lieu of the above statements, Owner may furnish documents and records verifying the above requested information.
- (e) Any information, documents or records of any kind reasonably necessary for the Port's evaluation of Owner's compliance with the terms and conditions of this agreement and the Port Guidelines And Criteria, provided that Owner shall not be required to furnish any information, documents or records which a reasonably prudent Owner or company under the same or similar circumstances would consider to be harmful to its business operations.

**9.03** Owner's statements described above shall be verified by the project manager or other appropriate official. Failure to provide any requested statement or information without just cause within sixty (60) days of the request or presentation of any false or misleading statement may at the Port's option, be construed as a default by Owner under this Agreement and cause for immediate termination of this Agreement and recapture of all previously abated taxes, if after written notice of default, Owner has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of Section VII are not applicable to a default and termination under this paragraph.

**9.04** Owner has a continuing obligation for a period of fourteen (14) years from the effective commencement date of this Agreement (to December 31, 2036) to report to the Port any plant closure or permanent cessation of production at the abated facility and to furnish to the Port upon request a written confirmation as to whether or not the abated improvements are in service as part of a producing facility or, if applicable, a statement of the beginning and ending dates of production from and/or the beginning and ending dates of operation of the abated facility improvements; or to provide other similar information necessary to determine the actual or estimated productive life of the abated improvements.

**9.05** Pursuant to Section 5(a)(8) and Section 7(e) of the Port Guidelines And Criteria, Owner shall, upon expiration of this Agreement, begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period and in the form of a "Productive Life Report" to be mailed to the Chief Financial Officer of the Port on or before January 31<sup>st</sup> of each year for seven (7) years following the expiration of the tax abatement contract.

## **X. INDEMNIFICATION**

**10.01** Owner agrees to indemnify and hold harmless the Port, its Port Commission, officers and employees from and against all obligations, claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in defense of same) arising in favor of other governmental entities and agencies or third parties (including employees of Owner) as a result of or arising out of, the covenants to be performed by Owner under this

Agreement, or any rights and provisions granted in this Agreement.

## **XI. ASSIGNMENT**

**11.01** Owner may assign this Agreement to a new owner or lessee of the same facility upon the approval by resolution of the Port Commission of Port Freeport subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new contractual agreement with the Port. No assignment or transfer shall be approved if the parties to the existing agreement or the new owner or new lessees are liable to the Port or any affected jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

## **XII. ANNUAL PAYMENT TO ECONOMIC DEVELOPMENT FUND**

**12.01** Intentionally left blank.

## **XIII. MODIFICATION OR TERMINATION**

**13.01** At any time before the expiration of this Agreement the parties may, upon mutual consent, modify or terminate the original agreement. Such modification or termination shall be done in accordance with Property Redevelopment and Tax Abatement Act, V.A.T.S., Chapter 312, Section 312.208 of Subchapter B.

## **XIV. AUTHORITY OF AGENT**

**14.01** By acceptance of this Agreement and/or any benefits conferred hereunder, Owner represents that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind Owner to all of the terms, covenants and conditions contained in this Agreement.

## **XV. NOTICE**

**15.01** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Port or Owner at the following addresses. If mailed, any notice or communications shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

**MAXTER HEALTHCARE INC.**

To the Port:

**PORT FREEPORT**  
Attn: Chief Financial Officer  
1100 Cherry Street  
Freeport, Texas 77541

Either party may designate a different address by giving the other party ten days written notice.

## **XVI. DATE**

**16.01** The Port executes this Agreement by and through the Chairman of the Port Commission acting pursuant to a resolution approved by the Port Commission of Port Freeport, so authorizing, and the effective execution date of this Agreement is the date of the countersignature of the Chairman of the Port Commission.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

**PORT FREEPORT**

**MAXTER HEALTHCARE INC.**

By: \_\_\_\_\_  
JOHN HOSS  
CHAIRMAN  
PORT FREEPORT

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
DAN CROFT, SECRETARY

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

**M E M O R A N D U M**

**TO:** Commissioners  
Chief Executive Officer

**FROM:** Rob Lowe  
Mary Campus

**DATE:** November 1, 2021

**SUBJECT:** Group Health and Dental/Vision Insurance

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The current medical plan is through Blue Cross Blue Shield (BCBS) and expires December 31, 2021. BCBS has offered renewal with a premium increase of 6.2%. The budget was calculated using a 12% increase for nine months, so therefore the medical will be below budgeted levels for the fiscal year. Alternate plans with BCBS, United Healthcare and Humana were also considered, all having subtle differences such as co-pays, deductibles and maximum out of pocket.

Management recommendation is to renew the BCBS plan as proposed while maintaining the existing cost share, as budgeted:

	Port %	Employee %
Employee Coverage	95%	5%
Dependent Coverage	82.5%	17.5%

The current dental/vision plan is through Principal and will also expire December 31, 2021. We requested research in offering two plans, one being the renewal plan with a \$1,500 annual maximum and another with a \$2,000 annual maximum. By offering two plans, Principal has restructured the rates and the renewal plan has a 1% reduction in rates. The budget was calculated using a 10% increase for nine months, so therefore the dental/vision will be below budgeted levels for the fiscal year. The Principal alternate offering will be treated as a buy up plan, the Port's cost will remain the same. All other alternate proposals are at a higher premium.

Management recommendation is to renew the existing dental/vision plan with Principal while maintaining the existing cost share, as budgeted and offering the alternate plan as a buy up option.

Existing \$1,500 plan	Port %	Employee %
Employee Coverage	100	0%
Dependent Coverage	70%	30%

**PORT COMMISSION**

Port Freeport Health Insurance Renewal 1-1-2022			
	BCBS Texas Expiring	BCBS Renewal	
Plan Name	G652CHC	G652CHC	
Benefits	In-Network	In-Network	
Office Co-pay	PCP \$40, SPC \$80	PCP \$40, SPC \$80	
ER	\$500 co-pay + ded &/or 20%	\$500 co-pay + ded &/or 20%	
Urgent Care	\$100 co-pay	\$100 co-pay	
Deductible	\$1,500/\$4,500 Single/Family	\$1,500/\$4,500 Single/Family	
Coinsurance	80%/20%	80%/20%	
Out-of-Pocket	\$5,000/\$10,000 Single/Family	\$5,000/\$10,000 Single/Family	
Pharmacy	\$0/10/50/100/150/250	\$0/10/50/100/150/250	
In-Patient Co-pay	N/A	N/A	
Out-Patient Co-pay	N/A	N/A	
	Out Network	Out Network	
Deductible	\$3,000/\$9,000 Single/Family	\$3,000/\$9,000 Single/Family	
Coinsurance	60%/40%	60%/40%	
Out of Pocket	Unlimited	Unlimited	
Blue Cross Census Quote Total Monthly Premium (Including Dependents)			Increase
	\$70,121.25	\$74,457.75	6.2%
Monthly Rate:			
Employee	\$ 934.95	\$ 992.77	6.2%
Employee & Spouse	\$ 1,869.90	\$ 1,985.54	6.2%
Employee & Child	\$ 1,869.90	\$ 1,985.54	6.2%
Employee & Family	\$ 2,804.85	\$ 2,978.31	6.2%
<div> <div>Employee:</div> <div> <div>Port 95%</div> <div>\$ 888.20</div> <div>\$ 943.13</div> </div> <div> <div>Employee 5%</div> <div>\$ 46.75</div> <div>\$ 49.64</div> </div> </div> <div> <div>Dependent:</div> <div>Employee &amp; Spouse or Children</div> <div> <div>Port 82.5%</div> <div>\$ 1,659.54</div> <div>\$ 1,762.17</div> </div> <div> <div>Employee 17.5%</div> <div>\$ 210.36</div> <div>\$ 223.37</div> </div> <div> <div>Employee &amp; Family</div> <div> <div>Port 82.5%</div> <div>\$ 2,430.87</div> <div>\$ 2,581.20</div> </div> <div> <div>Employee 17.5%</div> <div>\$ 373.98</div> <div>\$ 397.11</div> </div> </div> </div>			

Port Freeport Dental and Vision Renewal for 2022

	Principal				
Dental	In-Network	Out-Network			
Type A - Preventive	100%	100%			
Type B - Basic Resorative	80%	80%			
Type C - Major Restorative	50%	50%			
Type D - Orthodontia	50%	50%			
Deductible	In-Network				
Individual	\$50	\$50			
Family	\$150	\$150			
Annual Maximum Benefits					
Per Person	\$1,500	\$1,500			
Child Orthodontia	\$1,000	\$1,000			
Principal Vision					
Coverage Type	In-Network	Out-of-Network			
Vision Exam- every 12 months	\$10 co-pay	Up to \$45			
Lenses - every 12 months	\$25 co-pay				
Single		Up to \$30			
Lined Bifocal		Up to \$50			
Lined Trifocal		Up to \$65			
Lenticular		Up to \$105			
Frames- every 24 months	\$130 allowance	Up to \$70			
**Elective Contact Lenses - every 12 months	\$150 allowance	Up to \$105			
Additional Glasses	30% discount, same day as exam				
Sunglasses Discount	20% discount, within 12 months of exam				
			Expiring:	Renewal:	
Quoted Current Census Total Monthly Premium (Including Dependents)			\$2,999.03	\$2,965.87	-1%
Monthly Rate:					
Employee			\$ 32.31	\$ 32.03	-1%
Employee & Spouse			\$ 64.07	\$ 63.51	-1%
Employee & Child			\$ 81.14	\$ 80.05	-1%
Employee & Family			\$ 119.28	\$ 117.82	-1%

Current Allocation:

Employee:

Port 100%	\$ 32.31	\$ 32.03
Employee 0%	\$ -	\$ -

Dependent:

Employee & Spouse

Port 70%	\$ 54.54	54.07
Employee 30%	\$ 9.53	\$ 9.44

Employee & Children

Port 70%	\$ 66.49	\$ 65.64
Employee 30%	\$ 14.65	\$ 14.41

Employee & Family

Port 70%	\$ 93.19	\$ 92.08
Employee 30%	\$ 26.09	\$ 25.74

Buy-Up Option with \$2000 Calendar Year Maximum

Monthly Rate:		
Employee	\$ 36.32	
Employee & Spouse	\$ 72.01	
Employee & Child	\$ 94.83	
Employee & Family	\$ 138.04	

Total Monthly Premium (Including Dependents)	\$ 3,439.63	15%
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1100 CHERRY ST. • FREEPORT, TX 77541  
(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 233-5625  
WWW.PORTFREEPORT.COM

## MEMORANDUM

**TO:** Phyllis Saathoff, Executive Director/CEO  
**FROM:** Darlene Winkler, Communications Specialist  
**DATE:** November 17, 2021  
**SUBJECT:** Public Affairs – November 2021

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### PUBLIC AFFAIRS

#### Communications and Media

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

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

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

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

***Freeport Harbor Channel Improvement Project*** – Staff continues to respond to inquiries from the public regarding Port Freeport and the Freeport Harbor Channel Improvement Project, as well as maintain updated information on both [www.portfreeport.com](http://www.portfreeport.com) and [www.portfreeportbondelection.com](http://www.portfreeportbondelection.com).

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

***Consultants*** – Staff has engaged with McGuireWoods Consulting, LLC to provide strategic communications, awareness, and social messaging. Staff has engaged with Legend Labs to commence brand repositioning and communications strategy. These efforts are ongoing. Legend Labs workshops were held with Port staff and commissioners on October 11, 2021.

***Press Releases and News Postings*** – No press releases or news postings have been distributed in November.

## **Community Events and Meetings**

### **Port Events**

***Port Freeport Annual Golf Tournament*** – The 10<sup>th</sup> Annual Port Freeport Golf Tournament was held on Monday, October 18, 2021, at The Wilderness Golf Course in Lake Jackson, Texas with a two-flight foursome scramble format. A final check presentation to Texas Port Ministry (TPM) anticipated for the December Port Freeport Commission meeting.

***Annual Employee Campaign for United Way of Brazoria County*** – To encourage staff participation in Port Freeport's Annual United Way Campaign, a raffle will be conducted during the time frame of November 8<sup>th</sup> – November 25<sup>th</sup>, 2021. For every \$5 that is pledged, staff will have one entry into the raffle for a chance to win a 36" Blackstone griddle with accessories. One winning ticket will be drawn on November 30<sup>th</sup>.

***Community Advisory Panel (C.A.P.)*** – The next C.A.P. meeting will be held on December 2, 2021, at the Clute Event Center. The guest speaker will be announced at a later date.

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

November 4, 2021 - State of the Ports with BAYTRAN

November 5, 2021 – Brazoria County Transportation and Infrastructure Summit (Saathoff)

November 8, 2021 – Lions Club (Commissioner Shane Pirtle)

November 10, 2021 – Lake Jackson Lake Jackson Business Association (Commissioner Dan Croft)

November 18, 2021 - Texas A&M University

### **Community Events and Meetings**

November 18, 2021 – Highway 36A Coalition Breakfast

November 18, 2021 – Angleton Chamber of Commerce: State of the Community membership luncheon

### **Upcoming Community Events and Meetings**

Weekly – Business Roundtable Virtual Meetings (speakers vary)

December 2, 2021- Angleton Chamber of Commerce 13th Annual FaLaLa Ladies Night Out

December 5, 2021 – Brazosport Chamber of Commerce Holiday Tour of Homes

December 7, 2021 - The Alliance: Lower Brazos River Coalition Fall Luncheon

December 8, 2021 - Brazosport Chamber of Commerce Christmas Raffle Drawing

December 11, 2021 – Brazoria Chamber of Commerce Christmas in Brazoria

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



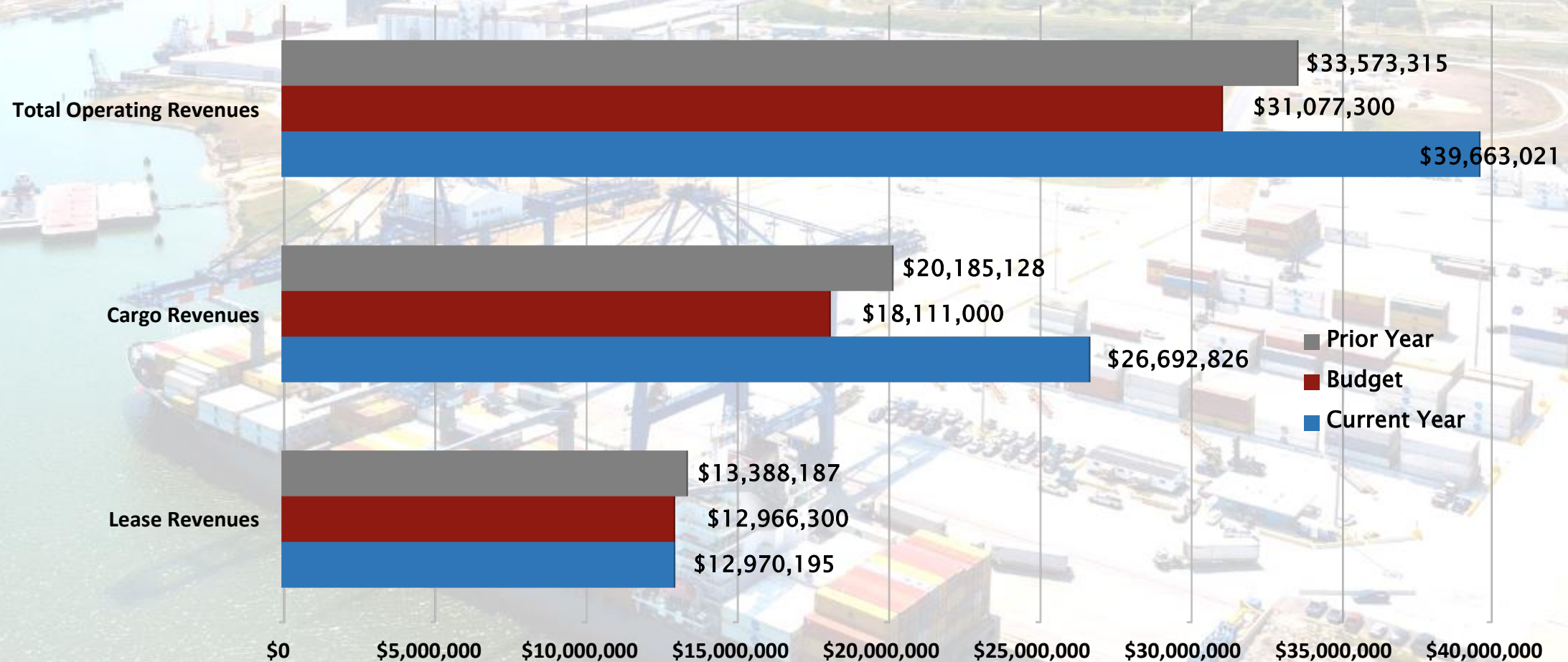
# Financial Report for September 30 2021

November 17, 2021

Rob Lowe | Chief Financial Officer



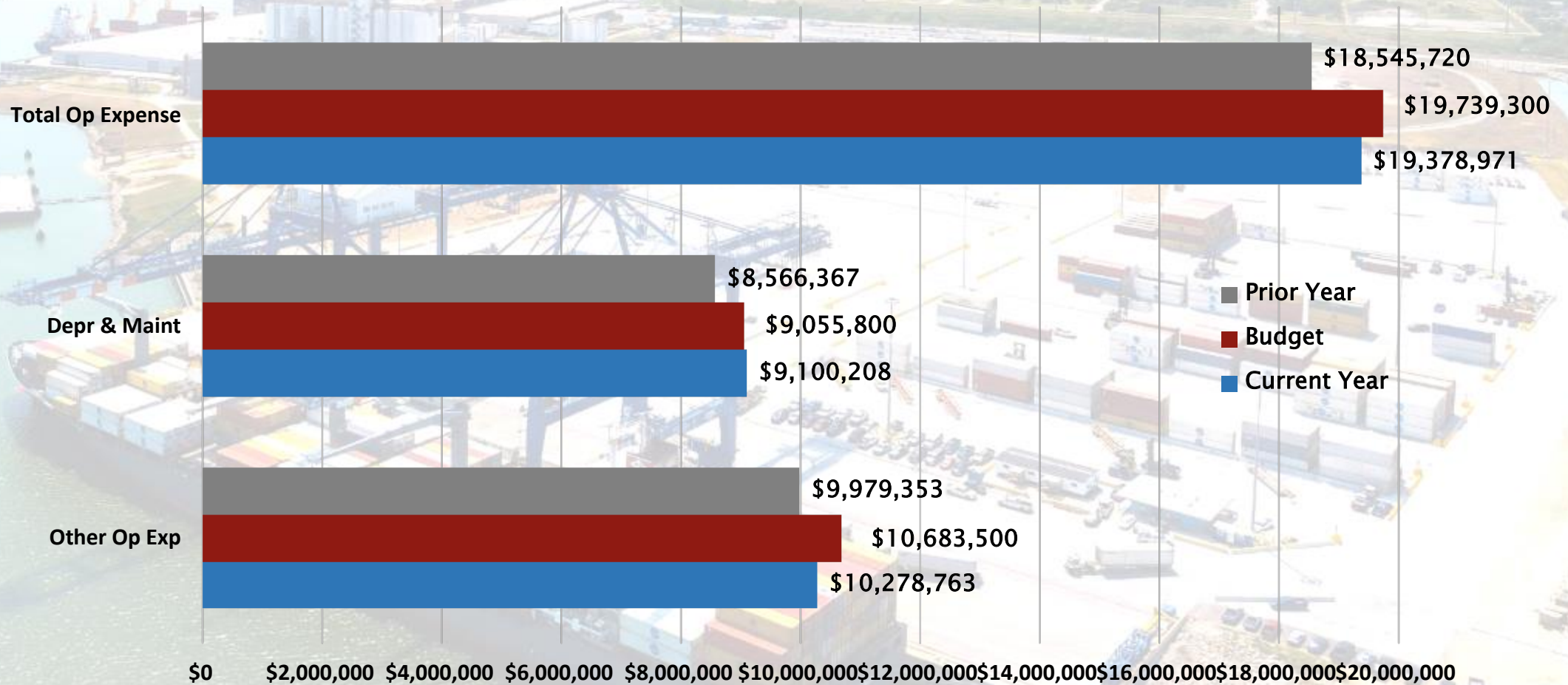
# FY 2021 YTD OPERATING REVENUES



## COMPARISON:

- Operating revenues are up over PY 18% and over budget by 28%
- Cargo revenues above PY by 32%; budget by 47%
- As compared to budget, cargo volumes are up except for agriculture products, bulk aggregate and containerized cargo
- Lease revenues are below PY 3% and slightly above budget

# FY 2021 YTD OPERATING EXPENSE

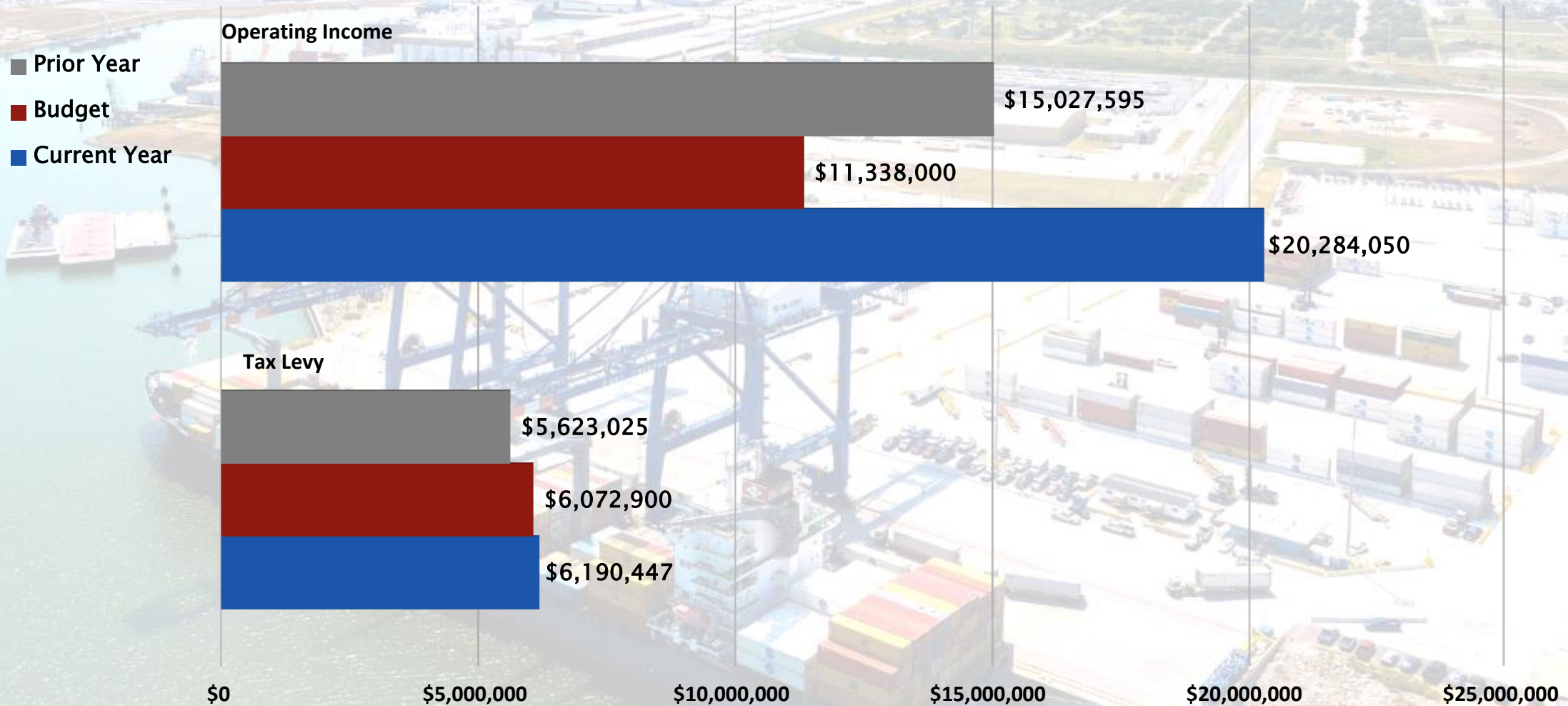


## COMPARISON:

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



# FY 2021 YTD OPERATING INCOME



## COMPARISON:

- Operating income is 35% above PY and above budget by 79%



# FY 2021 YTD CHANGE IN NET POSITION

## Change in Net Position

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

	Year To Date	YTD Budget	Total 2021 Budget
<b>Operating Income</b>	\$ 20,284,050	\$ 10,334,161	\$ 11,338,000
<b>Non-Operating Revenue (Expenses)</b>	\$ (2,055,827)	\$ (1,868,747)	\$ (2,702,200)
<b>Capital Contributed (To) From Others</b>			
Freeport Harbor Channel Improvement Project	\$ (15,196,316)	\$ (3,800,000)	\$ (35,800,000)
Berth 2 Floodwall Modifications	\$ -	\$ (2,000,000)	\$ (2,000,000)
Brazoria-Ft. Bend County Rail District	\$ 1,051		
Levee Stabilization - Reach 2	\$ -	\$ (28,587,000)	\$ (28,587,000)
Contributed to Port	\$ 43,200	\$ 37,500	\$ 37,500
Dredge Material Placement Fees	\$ 246,000	\$ -	\$ -
Grants	\$ 11,092	\$ 245,300	\$ 245,300
Emergency Recovery Efforts	\$ (8,860)	\$ -	\$ -
<b>Change In Net Position</b>	\$ 3,324,390	\$ (25,638,786)	\$ (57,468,400)



# FY 2021 YTD CASH FLOWS

<i>Cash Flow Measure</i>	<i>Current Year</i>	<i>Prior Year</i>
<i>Cash Provided by Operations</i>	<b>\$ 30,313,493</b>	<b>\$ 23,122,377</b>
<i>Cash Provided by Non-Cap Financing</i>	<b>6,201,738</b>	<b>5,619,004</b>
<i>Cash Used by Cap Financing</i>	<b>(28,664,082)</b>	<b>9,949,054</b>
<i>Cash Provided by Investing Activities</i>	<b>79,407</b>	<b>1,946,261</b>
<i>Net Increase (Decrease) in Cash</i>	<b>\$ 7,930,556</b>	<b>\$ 40,636,696</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 used for capital improvements. Cash flow includes the issuance of 2021 General Obligation Bonds as well as the 2021 Revenue Bonds



# FY 2021 STATISTICS

<i><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>51%</b></i>	<i><b>45%</b></i>	<i><b>36%</b></i>
<i><b>Current Ratio (unrestricted)</b></i>	<i><b>4.3 to 1</b></i>	<i><b>4.5 to 1</b></i>	<i><b>n/a</b></i>
<i><b>Debt to Net Assets Ratio</b></i>	<i><b>1.144 to 1</b></i>	<i><b>0.88 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>September 30, 2021 FY 2021</b></i>	<b>93%</b> <b>\$4,746,307</b>	<b>6%</b> <b>\$291,716</b>	<b>0%</b> <b>\$11,968</b>	<b>1%</b> <b>\$35,119</b>
<i><b>September 30, 2020 FY 2020</b></i>	<b>92%</b> <b>\$2,880,245</b>	<b>2%</b> <b>\$74,587</b>	<b>4%</b> <b>\$129,085</b>	<b>2%</b> <b>\$71,422</b>
<i><b>September 30, 2019 FY 2019</b></i>	<b>95%</b> <b>\$2,529,130</b>	<b>3%</b> <b>\$72,672</b>	<b>0%</b> <b>\$6,594</b>	<b>2%</b> <b>\$43,207</b>

## MEMORANDUM

**TO:** Commissioners  
Directors  
Legal Counsel

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

**DATE:** November 2, 2021

**SUBJECT:** Departmental Report

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### PROJECTS

- 1. Velasco Terminal, Berth 8** – This project entails construction of Berth 8, which will extend the wharf another 928 feet north of Berth 7. Installation of piling continues, and all of the container wharf pile have been delivered. The channel dredging will be a separate construction project that began on April 8, 2021. Work on the concrete wharf pile caps has begun and will follow behind pile driving moving south to north. Now that the dredging is finished, pile driving and pile cap installation is moving at a faster pace than previously. The next shipment of RoRo dock piling is scheduled for the end of the month and one more toward the end of December.



PORT COMMISSION



2. **FHCIP Reach 2** - This project consists of deepening and improving the Freeport Channel. This is a Civil Works project that was authorized in WRRDA 2014. A contract with Orion Marine Group was signed on October 27<sup>th</sup>. A notice to proceed will be issued just after Thanksgiving. Mobilization of dredge pipe can begin after Thanksgiving. The dredge will arrive in February 2022.
3. **Levee Stabilization and Wave Barrier Relocation** – This project involves relocation of the north wave barrier to allow for a bend easing and stabilization of a levee on the Dow thumb that has a lower than satisfactory factor of safety for global stability. The final wall pile was driven on May 28<sup>th</sup> and the project is now stabilizing the levee as intended. Work to be completed includes, installing bedding stone, scour protection system, and replacing the fencing. Completion is anticipated around December 12.
4. **Operations and Shop Building Improvements** – This project is to make repairs to exterior walls and upgrade the operational effectiveness and efficiencies outside the buildings. The project was awarded to Bartlett-Cocke. Work began May 10<sup>th</sup> and continues despite delays in materials. This project is closing out and being punched out now.
5. **Berth 2 and 3 Floodwall Modifications** –The modifications include demolition of two sections of concrete wall, approximately 100-ft long each, and replacing them with sections of a removable and deployable system. The design is moving forward using conservative wave modeling. The permit application was submitted to VDD on June 5, 2020. The VDD and the Corps are reviewing the submittal package at this time. Our engineering consultant has asked for direction on how to proceed as the Corps is telling the VDD that the wall should be a different height than what the VDD is telling us.
6. **East End Properties Demolition 2021** - This project involves removing asbestos from structures in the East End and then demolition of the structures. All sampling is now complete, and we are waiting on the test results by the end of the week.

**PORT FREEPORT  
OPERATIONS ACTIVITY SUMMARY  
OCTOBER 2021**

**A. MONTHLY ACTIVITY EXPLANATION**

- \* Total import/export activity for the month of October were better than expected.
- \* LNG experienced (**18**) vessels.
- \* Riviana did not schedule any vessels this month.
- \* Vulcan Material did not experience any vessels this month.
- \* Total ( **12** ) RoRo vessels handled.
- \* Tenaris experienced ( **2** ) vessels and ( **17** ) barges this month.
- \* Total of ( **10** ) Container vessel calls.
- \* CEMEX transferred product from truck to ( **17** ) rail cars.
- \* Vulcan Materials handled ( **95** ) rail cars this month.
- \* Average vessel activity in 2021 was 44 per month. This month, we handled 42 vessels (18 LNG & 24 Inner Harbor).
- \* *Enterprise/Seaway received (10 ) vessels.*
- \* *There were (104) Total Vessel arrivals Port wide.*

**B. FISCAL YEAR ACTIVITY EXPLANATION**

- \* Total Tons for this year are better than expected. This is due to the addition of vessel calls by LNG, RoRo vessels.
- \* LNG has handled ( **18** ) vessels for export.
- \* Tenaris has handled ( **2** ) vessel and ( **17** ) barges.
- \* Total ( **12** ) RoRo vessels handled.
- \* YTD ( **10** ) Container vessel calls.
- \* CEMEX handled ( **17** ) railcars with **1,403.6** Tons of Co2.
- \* Vulcan handled ( **95** ) railcars with **10,454.7** Tons of Limestone.
- \* Total vessels handled this fiscal year is **42** compared to **45** last year (18 LNG & 24 Inner Harbor).
- \* *Enterprise Seaway Vessels Year-to-date ( 10 ).*
- \* *Total Port wide Vessels Fiscal Year-to-date ( 104 )*
  
- \* *Total Vehicles Handled Year-to-date ( 9,165 )*
- \* *Total Containers Handled ( 3,346 )*
- \* *Total Railcars Handled ( 132 )*

### **C. INSIGHT TO ACTIVITY FOR NOVEMBER 2021**

- \* LNG has scheduled (17 ) vessels.
- \* Riviana Foods has not scheduled a vessel.
- \* Vulcan Material has scheduled ( 1 ) vessel for October.
- \* Expecting to handle ( 12 ) RoRo vessels.
- \* Tenaris has ( 2 ) vessels and ( 10 ) barges planned.
- \* Expecting ( 11 ) Container vessels.

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

- \* OPTS, Safety, Security – Post Hurricane Nicholas – Lessons Learned
- \* Safety – Mike Quilty-is away from the office due to surgery to his knee
- \* Safety – Al & Jesse met with the ILA Local to review safety awareness.
- \* Al, Jesse,& Austin – Visited with Stevedores to enhance safety.
- \* Security – Chris Hogan – Attended the AMSC FSO Sub Committee Meeting
- \* Security – Chris Hogan – Participated in the Brazoria County Emergency Management Meeting.
- \* Security – Chris Hogan – Attended State Weather Call
- \* Security – Chris Hogan – Participated in an Oil Spill Exercise.
- \* Al Durel – Attended GPA Conference in Houston
- \* OPTS Team – Attended Local LSHSC meeting held at the Port's EOC
- \* Jesse - Al – Attended the Alliance Transportation and Infrastructure Summit
- \* Al – Jesse – Austin – Started Process to Advertise for the open positions in OPTS & Maintenance.



# 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:

September 30, 2021

PORT COMMISSION

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

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

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## Management Narrative

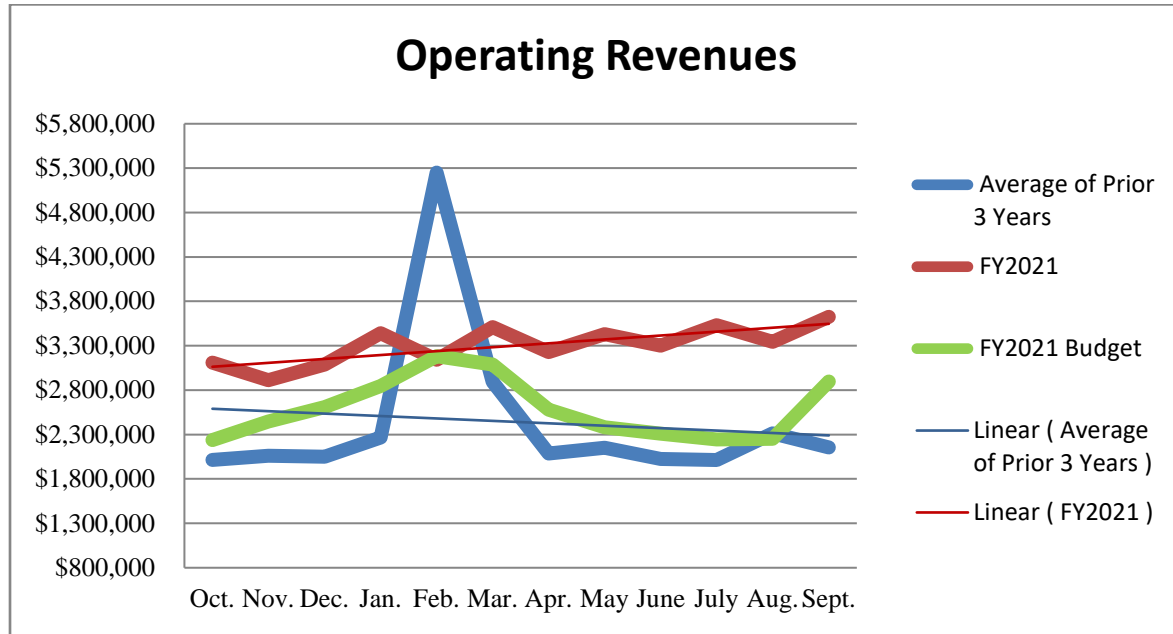
For Fiscal Year 2021, the Port continued to remain on a positive financial foundation with operating revenues 28% above planned levels. Further, operating expenses were under planned levels and are below budget by a factor of 2%. These factors combined have contributed to producing an operating profit of \$20,284,050 and an operating margin of 51%, which is above planned performance levels by 79% or \$8,946,050 and is \$5,256,455 or 35% above prior year's results.

The Port's overall position remains strong as evidenced in a current ratio (unrestricted) of 4.3 to 1, which reflects a strong liquidity position, and a debt ratio of 114.4% which is supported by our strong credit rating following the issuance of the 2021 General Obligation Bond in February and the 2021 Revenue Bond issuance in August. The following table provides additional summary level information.

	Year to Date		Variance	% Var
	Actuals	Budget	Favorable (Unfavorable)	
<b>Statement of Revenues, Expenses and Changes in Net Assets</b>				
Operating revenues	\$ 39,663,021	\$ 31,077,300	\$ 8,585,721	28%
Operating expense	<u>19,378,971</u>	<u>19,739,300</u>	360,329	2%
Operating income (loss)	<u>20,284,050</u>	<u>11,338,000</u>	8,946,050	79%
Operating margin	51.1%	36.5%		
Net non operating revenues (expense)	(16,961,892)	(69,051,700)	52,089,808	-75%
Capital contributions	11,092	245,300	(234,208)	0%
Net extraordinary revenue (expense)	<u>(8,860)</u>	<u>-</u>	(8,860)	0%
Change in net assets	<u>\$ 3,324,390</u>	<u>\$ (57,468,400)</u>	\$ 60,792,790	
<b>Balance Sheet</b>				
Cash and cash equivalents	\$ 110,693,988	Current ratio (unrestricted)		
Current unrestricted assets	65,276,395	4.3 to 1		
Total assets	541,599,198			
Current unrestricted liabilities	15,195,296	Debt to Net Assets Ratio		
Total liabilities	296,641,036	114.4%		
Total Net Assets	\$ 244,958,162			

The balance of this narrative provides detailed explanations and supplementary information for the variances when comparing budget to actual for the period ended September 30, 2021.

## OPERATING REVENUES



**Total operating revenues** for the period ending September 30, 2021, are \$39,663,021. This is \$8,585,721 or 28% above planned levels. The following provide more specific explanations for variances in revenue:

**Wharfage** revenue stands at \$13,526,823, which is over budget by \$4,971,123 or 58%. The budget anticipated a slow start of LNG exports due to the energy market; however, it has picked up and is stronger than anticipated. The following is a brief analysis of wharfage results by cargo category:

	12 Months Budget	Year To Date	Over (Under)	% Over (Under)
Agriculture Products	\$ 163,870	\$ 89,169	\$ (74,701)	-46%
Bulk Aggregate	332,500	144,347	(188,153)	-57%
Containerized Cargo	1,469,440	1,316,793	(152,647)	-10%
General Cargo	5,102,650	10,376,105	5,273,455	103%
Project Cargo	136,000	137,633	1,633	1%
Ro-Ro Cargo	1,351,240	1,462,776	111,536	8%
Total	\$ 8,555,700	\$ 13,526,823	\$ 4,971,123	

**Dockage** revenue stands at \$7,356,823, consistent with wharfage revenues, which is \$2,937,623 or 66% above budgeted levels. Year-to-date ship calls are 531 compared to a budget of 421.

**Equipment use fees**, stands at \$1,098,167, which is under budget \$553,933 or 34% due to decreased crane and equipment usage.

**Security fees**, consistent with wharfage, stand at \$2,458,595, which is over budget \$813,695 or 49%.

**Facility use fees** are \$1,168,335. This is over budget by \$464,335 or 66% due to facility usage outside of tenant leased areas.

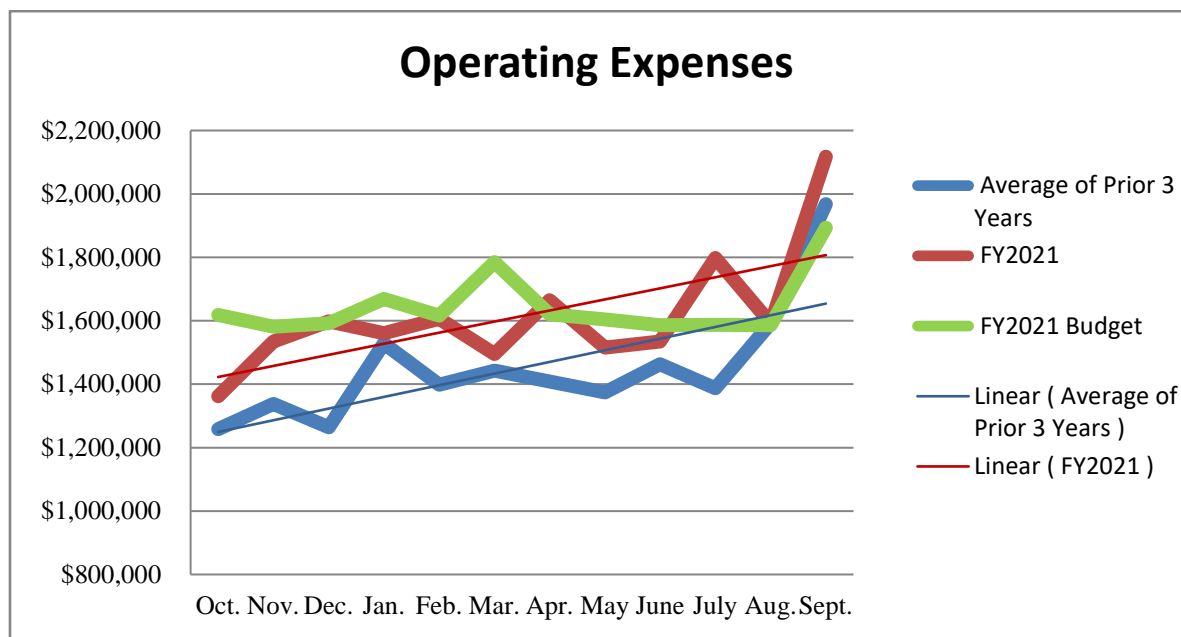
**Other customer service fees** (Port service charges, incidental services, customer re-bills, water, etc.) are \$1,075,780 which is \$34,320 or 3% below budgeted levels due to reduced customer re-bills.

**Ground leases** stand at \$12,101,850, which is \$26,750 or slightly below budget levels.

**Other leases** are \$868,345, which is \$30,645 or 4% above budget levels due to additional warehouse space utilized.

**Other revenue** is \$8,303, which is \$16,697 or 67% below budget.

## OPERATING EXPENSES



**Total operating expenses** are \$19,378,971, which is under budget \$360,329 or 2% for the period

ended September 30, 2021. Following are more specific explanations for variances in operating expenses:

**Port salaries/wages and benefits** are \$5,109,892. This is \$94,308 or 2% less than budget. Currently, there are two vacancies when compared to Fiscal Year 2021 Budget. It should be noted that operations overtime at \$173,504 is \$73,504 or 75% over budget.

**Professional services** are \$2,212,828, which is under budget \$271,372 or 11% due to timing of services. Security services, at \$1,641,608 is the majority of this budget item and is 3% below budgeted levels.

**Training, travel & promotional** expenses are \$312,831 which is under budget \$184,469 or 37%. Following is a brief explanation of some sub-categories within this line item:

- Commercial advertising is \$104,953, which is below budgeted levels \$797 or less than 1% due to reduction and timing of advertisements.
- Sales/promotional travel costs are \$18,107 which is under budgeted levels by \$28,893 or 61% due to timing and postponement of travel.
- Governmental relations costs are \$4,854 which is below budget by \$41,746 or 90% due to deferment and timing of government related travel.
- Community events are \$39,680 which is \$3,620 or 8% below budgeted levels due timing and postponement of events.
- Technical training is \$16,939 which is \$75,361 or 82% under budget due to timing or postponement of training.

**Supplies** are \$159,881 which is \$3,681 or 2% above budget. Significant items are additional COVID-19 provisions and audio/video upgrades for the Commission meeting room and equipment failure replacements.

**Utilities** at \$741,203 are over budget \$134,303 or 22% due the City of Freeport water and sewer rate increase as well as a water leak which cause a high usage of water. In addition, the February freeze caused water leaks in which repairs have been made.

**Business insurance** is \$1,254,661, which is \$15,039 or 1% below budgeted levels due to the \$137,021 property insurance renewal continuity credit received.

**Other services and charges** at \$487,467 are \$22,467 or 5% above budget due to recent contract labor expense and the timing of annual dues and subscriptions as well as remaining amounts of Fiscal Year 2020 accrual expenses.

**Maintenance and repair** expenses at \$907,606 are \$26,806 or 3% above budget. It should be noted that there are some customer damaged property repairs, which is offset by other services and charges revenue for the rebilling to the customer for the damages. Following is a brief explanation of some of the repairs by facility/equipment type:

- Repairs to the ZPMC crane electrical are \$103,307.
- Inspection fees and repairs for trolley rail damage to the ZPMC cranes were \$32,481, which were rebilled to party responsible for damages.
- Hoist cables for ZPMC cranes were \$23,898.
- Repairs due to winter freeze are \$76,101.
- Bi-annual underwater dock inspections have been reclassified to a capital maintenance item due to the extent and nature of the repairs.
- Operations Building overhead door repairs and air conditioning repairs were \$5,840.
- Pallet repairs \$12,383.

**Depreciation** expense at \$8,192,602 is \$17,602 or slightly above budget levels due to timing of additions.

**Operating income** is \$20,284,050 compared to a total fiscal year budget of \$11,338,000, shows a positive result for Fiscal Year 2021.

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

**Ad Valorem tax collections** are posted utilizing the certified appraised values. Adjustments are made throughout the year from the tax office reports to reflect appraisal and tax office adjustments as well as prior year collections and penalty and interest. Year to date values are \$6,190,447 compared to an annual budget of \$6,072,900.

**Investment income** is \$87,667 or 89% below budget due to change in fair market values and low interest rates. Investment rates conditions continue to be flat.

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

**Debt interest and fees** are \$8,794,637, which is \$780,463 or 8% below budgeted levels due to the 2021 General Obligation Bond and the 2021 Revenue Bond issuance costs and interest which were estimated.

**Capital Contributions to Others** budget includes \$35,800,000 in contributions to the U.S. Army Corps of Engineers for the Freeport Harbor Channel Improvement Project, \$28,587,000 for the levee stabilization project, \$2,000,000 for the Berth 2 floodwall modifications and \$37,500 in contributions to the Port for cost share of improvements. There has been \$15,152,065 in expenses/revenue for these projects. The levee stabilization project, after further evaluation and consultation, has been reclassified to construction in progress as it is will be considered a Port asset.

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

**Grant Revenue** budgeted for the Fiscal Year 2021 is \$245,300. There has been \$11,092 in grant revenue for Fiscal Year 2021. The grant revenue is funded on a reimbursement basis, so the capital contributions are recorded when the expenditures for each project are reported quarterly.

**PORT FREEPORT  
BALANCE SHEET**

	<u>9/30/2021</u>	<u>9/30/2020</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
CASH AND CASH EQUIVALENTS	\$ 57,580,744	\$ 24,815,090
INVESTMENTS	0	21,304,088
RECEIVABLES (net of allowance for uncollectibles):		
TRADE ACCOUNTS	5,042,395	3,116,700
PROPERTY TAXES	62,864	82,196
OTHER	40,032	4,413
OTHER GOVERNMENTS	652,143	780,424
ACCRUED INTEREST	0	48,328
PREPAIDS	928,156	728,266
INVENTORY	970,061	1,015,479
<b>TOTAL UNRESTRICTED CURRENT ASSETS</b>	<b>\$ 65,276,395</b>	<b>\$ 51,894,984</b>
<b>RESTRICTED ASSETS:</b>		
CASH AND CASH EQUIVALENTS	53,113,244	44,191,858
INVESTMENTS	44,746,721	57,199,117
RECEIVABLES (net of allowance for uncollectibles):		
PROPERTY TAXES	25,995	26,814
OTHER	501	517
ACCRUED INTEREST	232,719	176,131
BOND DISCOUNTS AND ISSUANCE COSTS	7,767	8,930
<b>TOTAL RESTRICTED ASSETS</b>	<b>98,126,947</b>	<b>101,603,367</b>
<b>TOTAL CURRENT ASSETS</b>	<b>163,403,342</b>	<b>153,498,351</b>
<b>PROPERTY, PLANT, AND EQUIPMENT:</b>		
PROPERTY, PORT, AND FACILITIES	468,198,940	396,244,230
LESS ACCUMULATED DEPRECIATION	(90,003,084)	(85,771,271)
PROPERTY, PLANT, AND EQUIPMENT NET	378,195,856	310,472,959
<b>TOTAL ASSETS</b>	<b>\$ 541,599,198</b>	<b>\$ 463,971,310</b>
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES:</b>		
ACCOUNTS PAYABLE	\$ 9,357,196	\$ 5,649,812
EQUIPMENT LEASE PAYABLE	1,489,502	1,455,929
ACCRUED COMPENSATED ABSENCES	333,519	331,572
UNEARNED LEASE INCOME	4,015,079	4,017,799
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 15,195,296</b>	<b>\$ 11,455,112</b>
<b>LIABILITIES PAYABLE FROM RESTRICTED ASSETS:</b>		
ACCRUED BOND INTEREST PAYABLE	2,695,658	2,462,465
BONDS PAYABLE	5,630,000	5,095,000
<b>TOTAL CURRENT LIABILITIES FROM RESTRICTED ASSETS</b>	<b>8,325,658</b>	<b>7,557,465</b>
<b>NON-CURRENT LIABILITIES</b>		
EQUIPMENT LEASE PAYABLE	3,082,840	4,572,343
BONDS PAYABLE	248,035,000	186,645,000
BOND PREMIUMS	22,002,242	13,736,630
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>273,120,082</b>	<b>204,953,973</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 296,641,036</b>	<b>\$ 223,966,550</b>
<b>NET ASSETS</b>		
NET INVESTMENT IN CAPITAL ASSETS	\$ 169,104,874	\$ 165,615,009
RESTRICTED-DEBT SERVICE	13,774,096	12,458,787
RESTRICTED-CAPITAL PROJECTS (Corps)	12,799	13,297
RESERVE FOR CAPITAL IMPROVEMENTS	10,495,791	20,021,867
UNRESTRICTED	51,570,602	41,895,800
<b>TOTAL NET ASSETS</b>	<b>\$ 244,958,162</b>	<b>\$ 240,004,760</b>

**PORT FREEPORT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS**  
**September 30, 2021**

	YEAR TO DATE	PRIOR YEAR TO DATE	% OVER (UNDER)	12 MONTHS BUDGET	% OVER (UNDER)	TOTAL 2021 BUDGET
<b>OPERATING REVENUES:</b>						
Wharfage	\$ 13,526,823	\$ 10,853,640	25%	\$ 8,555,700	58%	\$ 8,555,700
Dockage & deep water berth	7,356,823	4,181,863	76%	4,419,200	66%	4,419,200
Equipment & pallet use fees	1,098,167	1,686,489	-35%	1,652,100	-34%	1,652,100
Facility use fees	1,168,335	880,516	33%	704,000	66%	704,000
Security Fees	2,458,595	1,521,840	62%	1,644,900	49%	1,644,900
Other Customer Service Fees	1,075,780	1,051,900	2%	1,110,100	-3%	1,110,100
Ground leases	12,101,850	12,423,239	-3%	12,128,600	0%	12,128,600
Other leases	868,345	964,948	-10%	837,700	4%	837,700
Other revenue	8,303	8,880	-6%	25,000	-67%	25,000
<b>Total Operating Revenues</b>	<b>39,663,021</b>	<b>33,573,315</b>	<b>18%</b>	<b>31,077,300</b>	<b>28%</b>	<b>31,077,300</b>
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	3,691,177	3,718,152	-1%	3,633,400	2%	3,633,400
Port employee benefits	1,418,715	1,350,053	5%	1,570,800	-10%	1,570,800
Professional services	2,212,828	2,163,290	2%	2,484,200	-11%	2,484,200
Training, travel, and promotional	312,831	296,763	5%	497,300	-37%	497,300
Supplies	159,881	170,938	-6%	156,200	2%	156,200
Utilities	741,203	636,683	16%	606,900	22%	606,900
Business Insurance	1,254,661	1,128,006	11%	1,269,700	-1%	1,269,700
Other services & charges	487,467	515,468	-5%	465,000	5%	465,000
Maintenance & repair	907,606	973,834	-7%	880,800	3%	880,800
Depreciation	8,192,602	7,592,533	8%	8,175,000	0%	8,175,000
<b>Total Operating Expenses</b>	<b>19,378,971</b>	<b>18,545,720</b>	<b>4%</b>	<b>19,739,300</b>	<b>-2%</b>	<b>19,739,300</b>
<b>OPERATING INCOME (LOSS)</b>	<b>20,284,050</b>	<b>15,027,595</b>	<b>35%</b>	<b>11,338,000</b>	<b>79%</b>	<b>11,338,000</b>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Ad Valorem tax collections	6,190,447	5,623,025	10%	6,072,900	2%	6,072,900
Investment Income	87,667	2,095,520	-96%	800,000	-89%	800,000
Gain (loss) on sale of assets	460,696	-	0%	-	0%	-
Debt interest and fees	(8,794,637)	(7,862,024)	12%	(9,575,100)	-8%	(9,575,100)
<b>CAPITAL CONTRIBUTIONS (TO) FROM OTHERS:</b>						
Freeport Harbor Improvement Project	(15,196,316)	(7,952,155)	91%	(35,800,000)	-58%	(35,800,000)
Berth 2 Floodwall Modifications	-	(107,686)	-100%	(2,000,000)	0%	(2,000,000)
Brazoria-Fort Bend County Rail District	1,051	(30,000)	-104%	-	0%	-
Levee Stabilization - Reach 2	-	(220,404)	-100%	(28,587,000)	-100%	(28,587,000)
Contributed Capital-Other	43,200	-	0%	37,500	15%	37,500
<b>OTHER:</b>						
Dredge material placement fees	246,000	-	0%	-	0%	-
<b>Total Non-Operating Revenue (Expenses)</b>	<b>(16,961,892)</b>	<b>(8,453,724)</b>	<b>101%</b>	<b>(69,051,700)</b>	<b>-75%</b>	<b>(69,051,700)</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND EXTRAORDINARY EXPENSE</b>	<b>3,322,158</b>	<b>6,573,871</b>	<b>-49%</b>	<b>(57,713,700)</b>	<b>-106%</b>	<b>(57,713,700)</b>
<b>CAPITAL CONTRIBUTIONS:</b>						
<b>Grants:</b>						
Grants Port-Freeport	11,092	139,833	-92%	245,300	-95%	245,300
<b>Total Capital Contributions-Grants</b>	<b>11,092</b>	<b>139,833</b>	<b>-92%</b>	<b>245,300</b>	<b>-95%</b>	<b>245,300</b>
<b>EXTRAORDINARY ITEM</b>						
Emergency Recovery Efforts - Hurricane	(8,860)	-	0%	-	0%	-
<b>Net Extraordinary Income (Expense)</b>	<b>(8,860)</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 3,324,390</b>	<b>\$ 6,713,704</b>	<b>-50%</b>	<b>\$ (57,468,400)</b>	<b>-106%</b>	<b>\$ (57,468,400)</b>



# STATEMENT OF CASH FLOWS

September 30, 2021

	YEAR TO DATE	PRIOR YEAR TO DATE
<b>Cash Flows from Operating Activities:</b>		
Operating Income (Loss)	\$ 20,284,050	\$ 15,027,595
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:		
Depreciation	8,192,602	7,592,533
Dredge Material Placement Fees	246,000	-
Change in Assets and Liabilities:		
Trade receivables	(1,925,695)	(498,239)
Other receivables	(35,619)	132,024
Inventories	45,418	(346,925)
Prepaid and Other	(199,874)	(22,071)
Accounts payable	3,707,384	1,361,171
Deferred lease income	(2,720)	(173,463)
Accrued compensated absences	1,947	49,752
<b>Total Cash Provided from (Used for) Operating Activities</b>	<b>30,313,493</b>	<b>23,122,377</b>
<b>Cash Flows from Non-capital Financing Activities:</b>		
Property tax receipts	6,277,883	5,681,937
Property tax collection expense	(67,285)	(62,933)
Emergency Recovery Efforts - Hurricane Related	(8,860)	-
<b>Total Cash Provided from (Used for) Non-capital Financing Activities</b>	<b>6,201,738</b>	<b>5,619,004</b>
<b>Cash Flows from Capital Financing Activities:</b>		
Principal payments under debt obligations	(6,550,930)	(6,558,110)
Interest and fees paid under debt obligations	(294,669)	755,724
Proceeds from sale of long-term debt obligations	67,020,000	74,680,000
Land and equipment purchases	(74,286,487)	(50,618,775)
Other capital acquisition (costs) or recoveries, extraordinary	-	-
Capital contributions	(15,152,065)	(8,310,245)
Gants received	139,373	460
Proceeds from sale/disposal of capital assets	460,696	-
<b>Total Cash Provided from (Used for) Capital Financing Activities</b>	<b>(28,664,082)</b>	<b>9,949,054</b>
<b>Cash Flows from Investing Activities:</b>		
Investment earnings	484,838	2,466,965
Change in FMV of marketable investment securities	(405,431)	(520,704)
<b>Total Cash Provided from (Used for) Investing Activities</b>	<b>79,407</b>	<b>1,946,261</b>
<b>Net Increase(Decrease) in Cash and Cash Equivalents</b>	<b>7,930,556</b>	<b>40,636,696</b>
<b>Cash and Cash Equivalents at Beginning of Period</b>	<b>147,510,153</b>	<b>106,873,457</b>
<b>Cash and Cash Equivalents at End of Period</b>	<b>\$ 155,440,709</b>	<b>\$ 147,510,153</b>

## NOTES TO FINANCIAL STATEMENTS

### Note 1 - Accounts Receivable Aging

0 - 30 days	\$	4,746,307	93%
31 - 60 days		291,716	6%
61 - 90 days		11,968	0%
Over 90 days		35,119	1%
Allowance for uncollectibles		(42,715)	-1%
<b>Net Trade A/R</b>	<b>\$</b>	<b>5,042,395</b>	

### Note 2 - Accounts Payable Information

Retainage Withheld	\$	5,196,935
Corps of Engineers*		620,518
Employee Payroll Related		277,610
Accounts Payable		3,262,133
<b>Total A/P</b>	<b>\$</b>	<b>9,357,196</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	\$ 440,000	\$ 31,355,000
General Obligation Bonds, Series 2021	37,135,000		37,135,000
Senior Lien Revenue Refunding Bonds, Series 2013A	33,065,000	15,775,000	17,290,000
Senior Lien Revenue and Refunding Bonds, Series 2015A	39,635,000	4,695,000	34,940,000
Senior Lien Revenue and Refunding Bonds, Series 2018	32,865,000	1,595,000	31,270,000
Senior Lien Revenue and Refunding Bonds, Series 2019A	45,200,000	1,745,000	43,455,000
Senior Lien Revenue and Refunding Bonds, Series 2019B	29,480,000	1,145,000	28,335,000
Senior Lien Revenue and Refunding Bonds, Series 2021	29,885,000		29,885,000
2014 Equipment Lease Payable	14,100,000	9,527,657	4,572,343
<b>Total Bonds</b>	<b>\$ 293,160,000</b>	<b>\$ 34,922,657</b>	<b>\$ 258,237,343</b>

Less Current Portion of Long-Term Debt Payable	\$	7,119,502
Long-term Debt Payable	\$	251,117,841

### Note 4 - Net Asset Information

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

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

**PORT FREEPORT**  
**OPERATING EXPENSES BY DEPARTMENT**  
**September 30, 2021**

	YEAR	PRIOR YEAR	PRIOR YEAR	12	BUDGET	TOTAL
	TO-DATE	TO-DATE	% OVER (UNDER)	MONTHS BUDGET	% OVER (UNDER)	YEAR BUDGET
<b>COMMISSIONERS</b>						
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 57,600	\$ 57,600	0%	\$ 57,600	0%	\$ 57,600
Port employee benefits	93,273	94,933	-2%	105,565	0%	105,565
Professional services	34,239	\$ 210	16204%	25,000	37%	25,000
Training, travel & promotional	25,098	32,188	-22%	83,800	-70%	83,800
Supplies	617	2,233	-72%	500	23%	500
Utilities	7,968	8,232	-3%	8,050	-1%	8,050
<b>Total Operating Expenses</b>	<b>\$ 218,795</b>	<b>\$ 195,396</b>	<b>12%</b>	<b>\$ 280,515</b>	<b>-22%</b>	<b>\$ 280,515</b>

**ADMINISTRATION & FOREIGN TRADE ZONE**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 1,217,141	\$ 1,183,588	3%	\$ 1,234,400	-1%	\$ 1,234,400
Port employee benefits	392,757	379,215	4%	472,896	-17%	472,896
Professional services	487,448	580,994	-16%	691,100	-29%	691,100
Training, travel & promotional	82,736	102,203	-19%	149,590	-45%	149,590
Supplies	27,139	23,737	14%	28,100	-3%	28,100
Utilities	56,895	60,655	-6%	63,200	-10%	63,200
Business Insurance	1,254,661	1,128,006	11%	1,269,700	-1%	1,269,700
Other services & charges	321,880	273,713	18%	293,500	10%	293,500
Maintenance & repair	100,694	105,512	-5%	188,950	-47%	188,950
Depreciation	8,192,602	7,592,533	8%	8,175,000	0%	8,175,000
<b>Total Operating Expenses</b>	<b>\$ 12,133,953</b>	<b>\$ 11,430,156</b>	<b>6%</b>	<b>\$ 12,566,436</b>	<b>-3%</b>	<b>\$ 12,566,436</b>

**ENGINEERING**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 417,988	\$ 418,593	0%	\$ 407,700	3%	\$ 407,700
Port employee benefits	154,072	147,684	4%	162,437	-5%	162,437
Professional services	27,430	60,300	-55%	78,500	-65%	78,500
Training, travel & promotional	7,747	8,363	-7%	22,985	-66%	22,985
Supplies	2,691	2,521	7%	5,600	-52%	5,600
Utilities	6,843	5,971	15%	6,350	8%	6,350
Other services & charges	80	692	-88%	2,600	-97%	2,600
Maintenance & repair	297	104	186%	500	-41%	500
<b>Total Operating Expenses</b>	<b>\$ 617,148</b>	<b>\$ 644,228</b>	<b>-4%</b>	<b>\$ 686,672</b>	<b>-10%</b>	<b>\$ 686,672</b>

**OPERATIONS**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 1,502,566	\$ 1,565,563	-4%	\$ 1,446,575	4%	\$ 1,446,575
Port employee benefits	591,442	550,306	7%	627,586	-6%	627,586
Professional services	1,353	6,909	-80%	4,000	-66%	4,000
Training, travel & promotional	11,171	13,686	-18%	20,260	-45%	20,260
Supplies	80,303	94,731	-15%	77,500	4%	77,500
Utilities	626,428	514,756	22%	469,900	33%	469,900
Other services & charges	88,002	139,503	-37%	112,250	-22%	112,250
Maintenance & repair	723,766	795,444	-9%	627,900	15%	627,900
<b>Total Operating Expenses</b>	<b>\$ 3,625,031</b>	<b>\$ 3,680,898</b>	<b>-2%</b>	<b>\$ 3,385,971</b>	<b>7%</b>	<b>\$ 3,385,971</b>

**PORT FREEPORT**  
**OPERATING EXPENSES BY DEPARTMENT**  
**September 30, 2021**

	YEAR TO-DATE	PRIOR YEAR TO-DATE	PRIOR YEAR % OVER (UNDER)	12 MONTHS BUDGET	BUDGET % OVER (UNDER)	TOTAL YEAR BUDGET
<b><u>BUSINESS DEVELOPMENT</u></b>						
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 364,070	\$ 365,103	0%	\$ 357,800	2%	\$ 357,800
Port employee benefits	140,467	133,110	6%	154,460	-9%	154,460
Professional services	20,000	498	3916%	-	0%	-
Training, travel & promotional	183,041	136,939	34%	213,340	-14%	213,340
Supplies	6,030	3,523	71%	4,200	44%	4,200
Utilities	6,957	6,590	6%	7,950	-12%	7,950
Other services & charges	43,886	69,293	-37%	20,450	115%	20,450
Maintenance & repair	-	-	0%	-	0%	-
<b>Total Operating Expenses</b>	<b>\$ 764,451</b>	<b>\$ 715,056</b>	<b>7%</b>	<b>\$ 758,200</b>	<b>1%</b>	<b>\$ 758,200</b>

**PROTECTIVE SERVICES**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 131,812	\$ 127,705	3%	\$ 129,325	2%	\$ 129,325
Port employee benefits	46,704	44,805	4%	47,856	-2%	47,856
Professional services	1,642,358	1,514,379	8%	1,685,600	-3%	1,685,600
Training, travel & promotional	3,038	3,384	-10%	7,325	-59%	7,325
Supplies	43,101	44,193	-2%	40,300	7%	40,300
Utilities	36,112	40,479	-11%	51,450	-30%	51,450
Other services & charges	33,619	32,267	4%	36,200	-7%	36,200
Maintenance & repair	82,849	72,774	14%	63,450	31%	63,450
<b>Total Operating Expenses</b>	<b>\$ 2,019,593</b>	<b>\$ 1,879,986</b>	<b>7%</b>	<b>\$ 2,061,506</b>	<b>-2%</b>	<b>\$ 2,061,506</b>

**CONSOLIDATED - TOTAL**

<b>OPERATING EXPENSES:</b>						
Port salaries/wages	\$ 3,691,177	3,718,152	-1%	\$ 3,633,400	2%	\$ 3,633,400
Port employee benefits	1,418,715	1,350,053	5%	1,570,800	-10%	1,570,800
Professional services	2,212,828	2,163,290	2%	2,484,200	-11%	2,484,200
Training, travel & promotional	312,831	296,763	5%	497,300	-37%	497,300
Supplies	159,881	170,938	-6%	156,200	2%	156,200
Utilities	741,203	636,683	16%	606,900	22%	606,900
Business Insurance	1,254,661	1,128,006	11%	1,269,700	-1%	1,269,700
Other services & charges	487,467	515,468	-5%	465,000	5%	465,000
Maintenance & repair	907,606	973,834	-7%	880,800	3%	880,800
Depreciation	8,192,602	7,592,533	8%	8,175,000	0%	8,175,000
<b>Total Operating Expenses</b>	<b>\$ 19,378,971</b>	<b>\$ 18,545,720</b>	<b>4%</b>	<b>\$ 19,739,300</b>	<b>-2%</b>	<b>\$ 19,739,300</b>

# **PORT FREEPORT - VELASCO TERMINAL ONLY**

## **STATEMENT OF REVENUES AND EXPENSES**

**September 30, 2021**

	<b>YEAR TO DATE</b>	<b>PRIOR YEAR TO DATE</b>	<b>% OVER (UNDER)</b>	<b>12 MONTHS BUDGET</b>	<b>% OVER (UNDER)</b>	<b>TOTAL 2021 BUDGET</b>
<b>OPERATING REVENUES:</b>						
Wharfage	\$ 1,316,182	\$ 1,364,413	-4%	\$ 1,901,940	-31%	\$ 1,901,940
Dockage & deep water berth	686,789	682,556	1%	960,764	-29%	960,764
Equipment & pallet use fees	1,054,044	1,361,124	-23%	1,371,684	-23%	1,371,684
Facility use fees	134,602	221,810	-39%	-	0%	-
Security Fees	201,291	216,606	-7%	315,591	-36%	315,591
Other Customer Service Fees	355,858	431,430	-18%	-	0%	-
Ground leases	260,980	361,383	-28%	605,700	-57%	605,700
<b>Total Operating Revenues</b>	<b>4,009,746</b>	<b>4,639,322</b>	<b>-14%</b>	<b>5,155,679</b>	<b>-22%</b>	<b>5,155,679</b>
<b>OPERATING EXPENSES:</b>						
Port salaries/wages	316,482	323,813	-2%	267,559	18%	267,559
Port employee benefits	107,817	103,597	4%	109,150	-1%	109,150
Training, travel, and promotional	-	-	0%	1,120	-100%	1,120
Supplies	-	336	-100%	-	0%	-
Utilities	113,090	127,916	-12%	123,500	-8%	123,500
Business Insurance	323,608	295,200	10%	328,850	-2%	328,850
Maintenance & repair	341,140	248,713	37%	137,700	148%	137,700
Depreciation	2,869,972	2,870,258	0%	3,347,424	-14%	3,347,424
<b>Total Operating Expenses</b>	<b>4,072,109</b>	<b>3,969,833</b>	<b>3%</b>	<b>4,315,303</b>	<b>-6%</b>	<b>4,315,303</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(62,363)</b>	<b>669,489</b>	<b>-109%</b>	<b>840,376</b>	<b>-107%</b>	<b>840,376</b>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Debt interest and fees	(870,868)	(816,250)	7%	(2,332,125)	-63%	(2,332,125)
<b>Total Non-Operating Revenue (Expenses)</b>	<b>(870,868)</b>	<b>(816,250)</b>	<b>7%</b>	<b>(2,332,125)</b>	<b>-63%</b>	<b>(2,332,125)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ (933,231)</b>	<b>\$ (146,761)</b>	<b>536%</b>	<b>\$ (1,491,749)</b>	<b>-37%</b>	<b>\$ (1,491,749)</b>

**PORT FREEPORT**  
Port Improvement Projects Summary  
September 30, 2021

Project	Contract Award	Change Orders	Total Contract	Current Year Budget	Incurred to Date FY 2021	CIP Prior Years	Incurred to Date Total	Balance to Finish
<b>Velasco Term Phase II - Berth 8</b>	<b>133,856,037.88</b>	<b>(13,283,496.98)</b>	<b>120,572,540.90</b>	<b>67,098,700.00</b>	<b>44,001,669.16</b>	<b>38,855,774.37</b>	<b>82,857,443.53</b>	<b>37,715,097.37</b>
EDSA	4,144,063.24	589,830.00	4,733,893.24		567,069.04	3,268,529.24	3,835,598.28	898,294.96
Construction	129,677,607.30	(13,873,326.98)	115,804,280.32		43,434,600.12	35,552,877.79	78,987,477.91	36,816,802.41
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>24,921,340.40</b>	<b>392,100.00</b>	<b>25,313,440.40</b>	<b>0.00</b>	<b>701,675.25</b>	<b>46,652.40</b>	<b>748,327.65</b>	<b>24,565,112.75</b>
EDSA	46,652.40	392,100.00	438,752.40		175,439.25	46,652.40	222,091.65	216,660.75
Construction	24,874,688.00	0.00	24,874,688.00		526,236.00	0.00	526,236.00	24,348,452.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>VT- Gate 14 Entrance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000,000.00</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>Land &amp; Improvements</b>	<b>4,240,486.62</b>	<b>0.00</b>	<b>4,240,486.62</b>	<b>2,500,000.00</b>	<b>4,214,570.62</b>	<b>0.00</b>	<b>4,214,570.62</b>	<b>25,916.00</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	4,240,486.62	0.00	4,240,486.62		4,214,570.62	0.00	4,214,570.62	25,916.00
<b>Parcel 14 Rail Development Phase II</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>250,000.00</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>Transit Shed Modifications</b>	<b>248,216.43</b>	<b>0.00</b>	<b>248,216.43</b>	<b>4,000,000.00</b>	<b>7,509.17</b>	<b>205,588.81</b>	<b>213,097.98</b>	<b>35,118.45</b>
EDSA	248,000.00	0.00	248,000.00		7,509.17	205,372.38	212,881.55	35,118.45
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	216.43	0.00	216.43		0.00	216.43	216.43	0.00
<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>200,000.00</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>Operations Building Upgrade</b>	<b>76,821.12</b>	<b>0.00</b>	<b>76,820.93</b>	<b>125,000.00</b>	<b>4,337.69</b>	<b>0.00</b>	<b>4,337.69</b>	<b>72,483.24</b>
EDSA	8,000.00	0.00	8,000.00		2,250.00	0.00	2,250.00	5,750.00
Construction	68,820.93	0.00	68,820.93		2,087.69	0.00	2,087.69	66,733.24
Other not in contract	0.19	0.00	0.00		0.00	0.00	0.00	0.00
<b>Maintenance Shop Repairs</b>	<b>72,733.24</b>	<b>0.00</b>	<b>72,733.24</b>	<b>100,000.00</b>	<b>2,250.00</b>	<b>795.00</b>	<b>3,045.00</b>	<b>69,688.24</b>
EDSA	6,000.00	0.00	6,000.00		2,250.00	795.00	3,045.00	2,955.00
Construction	66,733.24	0.00	66,733.24		0.00	0.00	0.00	66,733.24
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Dole Office Repairs</b>	<b>86,400.00</b>	<b>0.00</b>	<b>86,400.00</b>	<b>75,000.00</b>	<b>86,400.00</b>	<b>0.00</b>	<b>86,400.00</b>	<b>0.00</b>
EDSA	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Construction	86,400.00	0.00	86,400.00		86,400.00	0.00	86,400.00	0.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Parcel 14 - Drainage &amp; Utilities</b>	<b>2,436,188.23</b>	<b>(474,407.60)</b>	<b>1,961,780.63</b>	<b>0.00</b>	<b>6,600.00</b>	<b>1,955,180.63</b>	<b>1,961,780.63</b>	<b>0.00</b>
EDSA	619,981.71	0.00	619,981.71		6,600.00	613,381.71	619,981.71	0.00
Construction	1,690,880.40	(474,407.60)	1,216,472.80		0.00	1,216,472.80	1,216,472.80	0.00
Other not in contract	125,326.12	0.00	125,326.12		0.00	125,326.12	125,326.12	0.00
<b>East End Property Exchange Other</b>	<b>163,748.08</b>	<b>0.00</b>	<b>163,748.08</b>	<b>0.00</b>	<b>163,748.08</b>	<b>0.00</b>	<b>163,748.08</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	163,748.08	0.00	163,748.08		163,748.08	0.00	163,748.08	0.00
<b>VT Backlands Area III</b>	<b>5,553,081.08</b>	<b>(227,019.59)</b>	<b>5,326,061.49</b>	<b>0.00</b>	<b>0.00</b>	<b>4,890,629.20</b>	<b>4,890,629.20</b>	<b>435,432.29</b>
EDSA	562,395.62	0.00	562,395.62		0.00	126,963.33	126,963.33	435,432.29
Construction	4,990,627.70	(227,019.59)	4,763,608.11		0.00	4,763,608.11	4,763,608.11	0.00
Other not in contract	57.76	0.00	57.76		0.00	57.76	57.76	0.00
<b>VT Backlands Area IV</b>	<b>92,961.92</b>	<b>0.00</b>	<b>92,961.92</b>	<b>0.00</b>	<b>28,693.44</b>	<b>64,268.48</b>	<b>92,961.92</b>	<b>0.00</b>
EDSA	92,955.89	0.00	92,955.89		28,693.44	64,262.45	92,955.89	0.00
Construction	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other not in contract	6.03	0.00	6.03		0.00	6.03	6.03	0.00
<b>Inner Harbor Berth Repairs</b>	<b>59,800.00</b>	<b>0.00</b>	<b>59,800.00</b>	<b>0.00</b>	<b>59,800.00</b>	<b>0.00</b>	<b>59,800.00</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	59,800.00	0.00	59,800.00		59,800.00	0.00	59,800.00	0.00
<b>Levee Stabilization Reach 2</b>	<b>30,996,657.18</b>	<b>0.00</b>	<b>30,996,657.18</b>	<b>28,587,000.00</b>	<b>24,656,178.18</b>	<b>1,629,011.80</b>	<b>26,285,189.98</b>	<b>4,711,467.20</b>
EDSA	1,911,657.18	0.00	1,911,657.18		263,352.18	1,629,011.80	1,892,363.98	19,293.20
Construction	29,085,000.00	0.00	29,085,000.00		24,392,826.00	0.00	24,392,826.00	4,692,174.00
Other not in contract	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Total</b>				<b>\$ 103,980,700.00</b>	<b>\$ 73,933,431.59</b>	<b>\$ 47,647,900.69</b>	<b>\$ 121,581,332.28</b>	<b>\$ 67,630,315.54</b>



1100 Cherry Street, FREEPORT, TX 77541  
(979) 233-2667 1 (800) 362-5743 FAX: (979) 373-0023

PORT FREEPORT  
QUARTERLY INVESTMENT SUMMARY  
September 30, 2021

**Unrestricted Resources:** The \$48.7 million portfolio (market value) of unrestricted resources is structured to have funds available to meet anticipated capital expenditures and monthly Port operating requirements, if needed. In the current portfolio all the investments have maturities of less than six months. The portfolio composition is primarily Federal Treasury & Agency securities and money market funds. Investments have been made with the intent to hold them until maturity.

**Restricted Resources:** The \$97.8 million portfolio (market value) includes bond reserve requirements of \$16.2 million, restricted funds of \$12.7 thousand in the U.S. Army Corps of Engineers (Corps) escrow accounts, \$10.5 million of capital improvements reserve, \$13.5 million in 2019 General Obligation Bond project funds, \$39 million in 2021 General Obligation Bond project funds, \$5.9 million in 2019B Revenue Bond project funds and \$12.7 million in 2021 Revenue Bond project funds. The portfolio of restricted resources is structured to provide the liquidity needed to make scheduled bond payments from interest and sinking accounts, commission approved capital improvements, and to meet the requirements of the Corps projects. The current portfolio has fifty-five percent of the investments having maturities less than six months, thirty-nine percent maturing six twelve months, and six percent maturing in over twelve months. The portfolio composition is primarily Federal Treasury & Agency securities, certificates of deposits, and money market funds. Investments have been made with the intent to hold them until maturity. A principal and interest payment of \$1,342,314.58 was made on July 26th for the 2019 and 2021 Series General Obligation Bonds. In addition, a payment was made totaling \$1,594,940.45 for the cranes on Sept. 23<sup>rd</sup>. Following is a summary of the total portfolio activity for the quarter ended September 30, 2021:

Investments	Face Value	Market	Ratio	Weighted Avg. Yield	Weighted Avg. Maturity (Days)	Benchmark Yield
Beginning of Period	\$130,905,431	\$131,775,875	1.00	.09%	152.78	0.04%
Purchases	49,465,138					
Maturities	34,456,441					
Sales	0					
End of Period	<u>\$145,914,128</u>	\$146,584,849	1.00	.10%	117.83	0.04%

Total accrued interest at end of period: \$232,719

The fund portfolio is in compliance with the Port's investment policy, as amended July 1, 2021, and the Public Funds Investment Act. See attached supporting schedule of investments.

Rob Lowe, Chief Financial Officer

Mary Campus, Controller

PORT COMMISSION

PORT FREEPORT  
QUARTERLY INVESTMENT REPORT  
09/30/21

Type	Broker	Purchase	Maturity	Interest		06/30/21	06/30/21	06/30/21			09/30/21	09/30/21	09/30/21
Sec.	Code	Date	Date	Rate	Yield	Face	Amortized	Fair Market	Purchases	Sales/ Maturities	Face	Amortized	Fair Market
						Value	Cost	Value			Value	Cost	Value
<i>OPERATING FUNDS:</i>													
MM	HS	-	-	0.025	0.025	8.38	8.38	8.38		8.38	0.00	0.00	0.00
MM	TP	-	-	0.040	0.040	17,338,253.17	17,338,253.17	17,338,253.17	31,382,434.53		48,720,687.70	48,720,687.70	48,720,687.70
MM	TP	-	-	0.040	0.040	1,200,328.85	1,200,328.85	1,200,328.85		1,196,133.05	4,195.80	4,195.80	4,195.80
TNOTE	HS	01/07/21	07/08/21	-	0.083	10,005,000.00	10,004,815.46	10,004,911.06		10,005,000.00	0.00	0.00	0.00
TOTAL ENTERPRISE FUND -UNRESTRICTED						28,543,590.40	28,543,405.86	28,543,501.46	31,382,434.53	11,201,141.43	48,724,883.50	48,724,883.50	48,724,883.50

INVESTMENT SUMMARY:

MM	48,724,883.50	100.00%
C.D.	0.00	0.00%
TREASURY	0.00	0.00%
AGENCY	0.00	0.00%
TX MUNICIPAL	0.00	0.00%
	<u>48,724,883.50</u>	

WEIGHTED AVERAGE YIELD 0.04 %

BENCHMARK - 3 MO. TBILL 0.040 %

BROKER CODE:  
HS = HILLTOP SECURITIES  
FNB =FIRST NATIONAL BANK  
TGB = TEXAS GULF BANK  
TP = TEXPOOL

LIQUIDITY SUMMARY:

0-1 MONTH	48,724,883.50	100.00%
1-6 MONTHS	0.00	0.00%
6-12 MONTHS	0.00	0.00%
OVER 12 MONTHS	<u>0.00</u>	0.00%
	<u>48,724,883.50</u>	



Type Sec.	Broker Code	Purchase Date	Maturity Date	Interest Rate	Yield	06/30/21 Face Value	06/30/21 Amortized Cost	06/30/21 Fair Market Value	Purchases	Sales/ Maturities	09/30/21 Face Value	09/30/21 Amortized Cost	09/30/21 Fair Market Value
<b>RESTRICTED</b>													
<i>CAPITAL IMPROVEMENTS:</i>													
MM	HS		-	0.025	0.025	822.85	822.85	822.85	0.06		822.91	822.91	822.91
MM	TP	-	-	0.040	0.040	20,434,493.20	20,434,493.20	20,434,493.20		9,939,525.21	10,494,967.99	10,494,967.99	10,494,967.99
TOTAL CAPITAL IMPROVEMENTS						20,435,316.05	20,435,316.05	20,435,316.05	0.06	9,939,525.21	10,495,790.90	10,495,790.90	10,495,790.90
<i>45 FOOT PROJECT FUNDS RESTRICTED:</i>													
MM	TGB	-	-	0.010	0.010	10,783.42	10,783.42	10,783.42		124.85	10,658.57	10,658.57	10,658.57
TOTAL 45 FOOT PROJECT FUNDS -RESTRICTED						10,783.42	10,783.42	10,783.42	0.00	124.85	10,658.57	10,658.57	10,658.57
<i>FREEPORT HARBOR NAVIGATION PROJECT FEASIBILITY STUDY FUND RESTRICTED:</i>													
MM	FNB	-	-	0.010	0.010	1,098.27	1,098.27	1,098.27	0.03		1,098.30	1,098.30	1,098.30
FUND						1,098.27	1,098.27	1,098.27	0.03	0.00	1,098.30	1,098.30	1,098.30
<i>FREEPORT HARBOR ASSUMPTION OF OPERATIONS AND MAINTENANCE FUND RESTRICTED:</i>													
MM	FNB	-	-	0.010	0.010	1,041.64	1,041.64	1,041.64	0.03		1,041.67	1,041.67	1,041.67
TOTAL FREEPORT HARBOR ASSUMPTION OF OPS & MAINTENANCE FUND						1,041.64	1,041.64	1,041.64	0.03	0.00	1,041.67	1,041.67	1,041.67
<i>INTEREST &amp; SINKING:</i>													
MM	TP2013A Debt Service		-	0.040	0.040	1,280,564.30	1,280,564.30	1,280,564.30	695,734.25		1,976,298.55	1,976,298.55	1,976,298.55
MM	TP-G.O. Bond I & S		-	0.040	0.040	1,321,479.13	1,321,479.13	1,321,479.13		1,072,469.46	249,009.67	249,009.67	249,009.67
MM	TP-'15 I & S		-	0.040	0.040	1,677,196.74	1,677,196.74	1,677,196.74	610,703.97		2,287,900.71	2,287,900.71	2,287,900.71
MM	TP-'18 I & S		-	0.040	0.040	1,398,499.84	1,398,499.84	1,398,499.84	496,899.54		1,895,399.38	1,895,399.38	1,895,399.38
MM	TP-'19A Rev Bond I & S		-	0.040	0.040	721,544.90	721,544.90	721,544.90	694,156.98		1,415,701.88	1,415,701.88	1,415,701.88
MM	TP-'19B Rev Bond I & S		-	0.040	0.040	403,238.75	403,238.75	403,238.75	387,676.91		790,915.66	790,915.66	790,915.66
MM	TP-'21 Rev Bond I & S		-	0.040	0.040	0.00	0.00	0.00	300,000.23		300,000.23	300,000.23	300,000.23
TOTAL INTEREST & SINKING						6,802,523.66	6,802,523.66	6,802,523.66	3,185,171.88	1,072,469.46	8,915,226.08	8,915,226.08	8,915,226.08
<i>2013A SENIOR LIEN REFUNDING BOND RESERVE FUND - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	5,532.59	5,532.59	5,532.59	6,162.57		11,695.16	11,695.16	11,695.16
CD	HS	10/23/15	10/22/21	1.900	1.900	245,000.00	245,000.00	245,000.00			245,000.00	245,000.00	245,000.00
CD	HS	10/23/15	10/22/21	1.900	1.900	160,000.00	160,000.00	160,000.00			160,000.00	160,000.00	160,000.00
CD	HS	03/09/20	03/07/22	1.600	1.000	245,000.00	245,666.59	245,000.00			245,000.00	245,422.28	245,000.00
CD	HS	03/09/20	03/28/22	2.750	1.000	235,000.00	237,694.22	235,000.00			235,000.00	236,782.95	235,000.00
AG	HS	10/29/20	11/02/23	0.290	0.315	420,000.00	419,754.96	419,034.00			420,000.00	419,781.34	419,672.40
TNOTE	HS	04/01/21	02/28/26	0.500	0.877	247,000.00	242,658.63	243,466.46			247,000.00	242,893.17	243,439.05
<i>2015A SENIOR LIEN REVENUE &amp; REFUNDING BONDS - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	4,927.36	4,927.36	4,927.36	545.70		5,473.06	5,473.06	5,473.06
CD	HS	10/21/15	10/21/21	2.400	2.400	245,000.00	245,000.00	245,000.00			245,000.00	245,000.00	245,000.00
CD	HS	10/23/15	10/22/21	1.900	1.900	25,000.00	25,000.00	25,000.00			25,000.00	25,000.00	25,000.00
AG	HS	10/29/20	11/02/23	0.290	0.315	855,000.00	854,501.12	853,033.50			855,000.00	854,554.80	854,333.10
TNOTE	HS	03/31/21	12/31/25	0.375	0.874	227,000.00	221,925.13	222,937.50			227,000.00	222,209.12	223,004.54
<i>2018 SENIOR LIEN REVENUE REFUNDING BONDS - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	13,069.23	13,069.23	13,069.23	0.83		13,070.06	13,070.06	13,070.06
AG	HS	10/29/20	11/02/23	0.290	0.315	35,000.00	34,979.35	34,919.50			35,000.00	34,981.46	34,972.70
TNote	HS	06/18/21	12/31/24	1.750	0.552	970,000.00	1,010,241.49	1,009,573.83			970,000.00	1,007,349.13	1,006,921.66
<i>2019A SENIOR LIEN REVENUE BONDS - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	54,120.70	54,120.70	54,120.70	3.47		54,124.17	54,124.17	54,124.17
TNOTE	HS	01/08/20	12/31/25	2.625	1.671	1,312,000.00	1,365,457.34	1,418,804.44			1,312,000.00	1,362,469.45	1,412,017.92

Type	Broker	Purchase	Maturity	Interest		06/30/21	06/30/21	06/30/21	Purchases	Sales/ Maturities	09/30/21	09/30/21	09/30/21
Sec.	Code	Date	Date	Rate	Yield	Face Value	Amortized Cost	Fair Market Value			Face Value	Amortized Cost	Fair Market Value
<i>2019B SENIOR LIEN REVENUE BONDS - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	25,663.96	25,663.96	25,663.96	1.65		25,665.61	25,665.61	25,665.61
TNOTE	HS	1/8/2020	12/31/23	2.250	1.592	755,000.00	767,016.17	790,462.61			755,000.00	765,807.98	787,397.34
<i>2021 SENIOR LIEN REVENUE BONDS - RESTRICTED:</i>													
MM	HS	-	-	0.025	0.025	0.00	0.00	0.00	1,640.00		1,640.00	1,640.00	1,640.00
AG	HS	8/26/2021	06/26/25	0.670	0.677	0.00	0.00	0.00	1,060,000.00		1,060,000.00	1,059,741.63	1,046,886.59
TOTAL BOND RESERVE FUNDS						6,079,313.84	6,178,208.84	6,250,545.68	1,068,354.22	0.00	7,147,668.06	7,238,661.37	7,295,313.36
<i>BOND PROJECT FUNDS- RESTRICTED FOR CAPITAL IMPROVEMENTS:</i>													
MM	TP-2019 G.O.BOND FUNDS		-	0.040	0.040	12,365,865.70	12,365,865.70	12,365,865.70	1,120,977.60		13,486,843.30	13,486,843.30	13,486,843.30
MM	TP-2021 G.O.BOND FUNDS			0.040	0.040	438.87	438.87	438.87		0.00	438.87	438.87	438.87
MM	TP-2019B BOND FUNDS		-	0.040	0.040	7,025,841.30	7,025,841.30	7,025,841.30		1,085,300.14	5,940,541.16	5,940,541.16	5,940,541.16
MM	TP-2021 REV BOND FUNDS		-	0.025	0.025	0.00	0.00	0.00	12,708,199.59		12,708,199.59	12,708,199.59	12,708,199.59
MM	HS-2019 G.O. BOND FUNDS		-	0.025	0.025	1,869.23	1,869.23	1,869.23		1,869.23	0.00	0.00	0.00
MM	HS-2021 G.O. BOND FUNDS			0.025	0.025	286,737.55	286,737.55	286,737.55	0.00		286,737.55	286,737.55	286,737.55
MM	HS-2019B REV BOND FUNDS		-	0.025	0.025	11.15	11.15	11.15		11.15	0.00	0.00	0.00
TNOTE	HS-2019GO	02/26/21	07/13/21	-	0.047	11,156,000.00	11,155,812.67	11,155,838.80		11,156,000.00	0.00	0.00	0.00
TNOTE	HS-2021GO	05/03/21	05/31/22	1.875	0.071	9,730,000.00	9,891,020.71	9,890,696.40			9,730,000.00	9,846,800.10	9,847,688.73
TNOTE	HS-2021GO	05/03/21	06/15/22	1.750	0.079	9,755,000.00	9,911,251.10	9,911,376.06			9,755,000.00	9,870,179.39	9,871,443.09
TNOTE	HS-2021GO	06/16/21	06/30/22	2.125	0.082	18,710,000.00	19,092,197.03	19,092,389.93			18,710,000.00	18,995,862.44	18,998,943.96
TOTAL BOND PROJECT FUNDS						69,031,763.80	69,731,045.31	69,731,064.99	13,829,177.19	12,243,180.52	70,617,760.47	71,135,602.40	71,140,836.25
TOTAL ENTERPRISE FUND RESTRICTED						102,361,840.68	103,160,017.19	103,232,373.71	18,082,703.41	23,255,300.04	97,189,244.05	97,798,079.29	97,859,965.13

INVESTMENT SUMMARY:

M MARKET	51,958,244.05	53.46%
C.D.	1,155,000.00	1.19%
TREASURY	41,706,000.00	42.91%
AGENCY	2,370,000.00	2.44%
TX MUNICIPAL	0.00	0.00%
	<u>97,189,244.05</u>	

WEIGHTED AVERAGE YIELD 0.13 %

BENCHMARK - 3 MO. TBILL 0.040 %

LIQUIDITY SUMMARY:

0-1 MONTH	53,308,244.05	54.47%
1-6 MONTHS	480,000.00	0.49%
6-12 MONTHS	38,195,000.00	39.03%
OVER 12 MONTH:	<u>5,881,000.00</u>	6.01%
	<u>97,864,244.05</u>	

**Vendor Expenditure**

Monday, October 25, 2021

Period: 09/01/21..09/30/21

Page 1

Port Freeport

FREEPORTMARY

This report also includes bank accounts that only have balances.

Bank Account: Date Filter: 09/01/21..09/30/21

Check Ledger Entry:

Check No.	Check Date	Vendor No.	Vendor Name	Check Amount	Line Amount
Invoice No.	PO No.	GL Account Name	Line Description		
<b>88722</b>	<b>09/02/21</b>	<b>V00107</b>	<b>HDR, Inc</b>	<b>28,939.80</b>	
121089	118853		Levee Stabilization - Reach 2		28,939.80
			Line Amount Total		28,939.80
<b>88723</b>	<b>09/02/21</b>	<b>V00007</b>	<b>Office Universe, Inc.</b>	<b>179.45</b>	
120873	118684		Office Supplies		30.89
120888	118664		Community Events		110.42
120889	118666		Office Supplies		14.05
120889	118666		Office Supplies		8.03
120889	118666		Office Supplies		2.01
120889	118666		Office Supplies		6.02
120889	118666		Office Supplies		8.03
			Line Amount Total		179.45
<b>88724</b>	<b>09/02/21</b>	<b>V00011</b>	<b>Gulftex Vending</b>	<b>194.34</b>	
120991	118836		Office Supplies		194.34
			Line Amount Total		194.34
<b>88725</b>	<b>09/02/21</b>	<b>V00017</b>	<b>Donnie Joe Evans</b>	<b>46.65</b>	
121075	118895		Telephone		25.00
121075	118895		Office Supplies		21.65
			Line Amount Total		46.65
<b>88726</b>	<b>09/02/21</b>	<b>V00018</b>	<b>David Lopez</b>	<b>15.00</b>	
121073	118894		Telephone		15.00
			Line Amount Total		15.00
<b>88727</b>	<b>09/02/21</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>292.04</b>	
120989	118688		Office Supplies		292.04
			Line Amount Total		292.04
<b>88728</b>	<b>09/02/21</b>	<b>V00031</b>	<b>Culligan Water Systems</b>	<b>116.22</b>	
121084	117977		Service Agreement for Water Softener Rental &		
121084	117977		RO System and Ice Machines		
121084	117977		M&R Bldgs-Operations Bldg		118.72
121084	117977		M&R Bldgs-Buildings VT Berth 7		
121084	117977		M&R Transit Shed-T.S. 1		
121084	117977		For Services 8/01/2021 - 7/31/2022		
			Line Amount Total		118.72
<b>88729</b>	<b>09/02/21</b>	<b>V00037</b>	<b>Briggs Equipment</b>	<b>191.48</b>	
120963	118720		M&R TOE-JLG 80 HX Manlift		191.48
			Line Amount Total		191.48
<b>88730</b>	<b>09/02/21</b>	<b>V00041</b>	<b>Evco Industrial Hardware</b>	<b>659.24</b>	
120883	118646		M&R Terminal Facilities-Other		78.41
120973	118741		M&R TOE-General Terminal Ops Equip & Tools		25.23
120974	118742		M&R TOE-General Terminal Ops Equip & Tools		10.38
120975	118743		M&R TOE-Gantry Crane		174.93
120975	118743		M&R TOE-Gantry Crane		174.94
120976	118744		M&R Bldgs-Gate 14		11.88
120977	118841		Safety Supplies		368.38
120978	118842		M&R Terminal Facilities-Other		42.24

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120979	118844		M&R Terminal Facilities-Other	45.65	
			Line Amount Total	932.04	
<b>88731</b>	<b>09/02/21</b>	<b>V00044</b>	<b>Ready Refresh</b>	<b>272.58</b>	
120999	118824		Office Supplies	36.78	
120999	118824		Office Supplies	21.02	
120999	118824		Office Supplies	5.25	
120999	118824		Office Supplies	15.76	
120999	118824		Office Supplies	172.75	
120999	118824		Office Supplies	21.02	
			Line Amount Total	272.58	
<b>88732</b>	<b>09/02/21</b>	<b>V00046</b>	<b>Sprint Waste Services</b>	<b>430.10</b>	
121000	118733		Contract Services	430.10	
			Line Amount Total	430.10	
<b>88733</b>	<b>09/02/21</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>89.98</b>	
120993	118795		Maint and Operations Supplies	89.98	
			Line Amount Total	89.98	
<b>88734</b>	<b>09/02/21</b>	<b>V00054</b>	<b>Summit Electric Supply</b>	<b>586.96</b>	
121003	118800		M&R TOE-Taylor Generator #11878	1.55	
121003	118800		M&R TOE-Taylor Generator #12187	1.55	
121003	118800		M&R TOE-Taylor Generator #12216	1.55	
121003	118800		M&R TOE-Taylor Generator #12462	1.55	
121003	118800		M&R TOE-Taylor Generator #12350	1.56	
121003	118800		M&R TOE-Taylor Generator #12010	1.56	
121006	118735		M&R Transit Shed-T.S. 1	37.53	
121007	118736		M&R TOE-Taylor Generator #11878	27.84	
121007	118736		M&R TOE-Taylor Generator #12187	27.84	
121007	118736		M&R TOE-Taylor Generator #12216	27.84	
121007	118736		M&R TOE-Taylor Generator #12462	27.85	
121007	118736		M&R TOE-Taylor Generator #12350	27.85	
121007	118736		M&R TOE-Taylor Generator #12010	27.85	
121008	118737		M&R Transit Shed-T.S. 1	354.40	
121010	118730		M&R TOE-Taylor Generator #11878	1.55	
121010	118730		M&R TOE-Taylor Generator #12187	1.55	
121010	118730		M&R TOE-Taylor Generator #12216	1.55	
121010	118730		M&R TOE-Taylor Generator #12462	1.55	
121010	118730		M&R TOE-Taylor Generator #12350	1.56	
121010	118730		M&R TOE-Taylor Generator #12010	1.56	
121011	118731		M&R Bldgs-Security Bldg	9.32	
			Line Amount Total	586.96	
<b>88735</b>	<b>09/02/21</b>	<b>V00062</b>	<b>AT&amp;T Mobility</b>	<b>342.40</b>	
120958	118823		Telephone	85.60	
120958	118823		Telephone	214.00	
120958	118823		Telephone	42.80	
			Line Amount Total	342.40	
<b>88736</b>	<b>09/02/21</b>	<b>V00068</b>	<b>Randy Aparacio</b>	<b>15.00</b>	
121069	118890		Telephone	15.00	
			Line Amount Total	15.00	
<b>88737</b>	<b>09/02/21</b>	<b>V00071</b>	<b>Verizon Wireless</b>	<b>322.41</b>	
121041	118866		Telephone	62.99	

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121041	118866		Telephone	69.43	
121041	118866		Telephone	37.99	
121074	118896		Telephone	76.02	
121074	118896		Telephone	37.99	
121074	118896		Telephone	37.99	
			Line Amount Total	322.41	
<b>88738</b>	<b>09/02/21</b>	<b>V00077</b>	<b>Brookside Equipment</b>	<b>159.18</b>	
120964	118722		M&R Other-Mowing, Weed Control Etc	49.99	
120965	118723		M&R Other-Mowing, Weed Control Etc	49.99	
120966	118724		M&R Other-Mowing, Weed Control Etc	59.20	
			Line Amount Total	159.18	
<b>88739</b>	<b>09/02/21</b>	<b>V00086</b>	<b>Blank Rome</b>	<b>1,566.00</b>	
120953	118572		Legal Fees	1,566.00	
			Line Amount Total	1,566.00	
<b>88740</b>	<b>09/02/21</b>	<b>V00090</b>	<b>Cordoba Law Firm, P.L.L.C.</b>	<b>6,359.75</b>	
120968	118818		Legal Fees	480.86	
120969	118820		Legal Fees	400.00	
120970	118821		Legal Fees	437.50	
121081	118817		Legal Fees	1,800.00	
121082	118819		Construction in Progress	3,177.00	
121082	118819		Construction in Progress	64.39	
			Line Amount Total	6,359.75	
<b>88741</b>	<b>09/02/21</b>	<b>V00096</b>	<b>Centerpoint Energy</b>	<b>3,000.00</b>	
121080	118814		Construction in Progress	3,000.00	
			Line Amount Total	3,000.00	
<b>88742</b>	<b>09/02/21</b>	<b>V00098</b>	<b>Suburban Propane</b>	<b>436.46</b>	
121002	118721		Fuel/Oil	301.46	
121025	118719		M&R Terminal Facilities-Other	135.00	
			Line Amount Total	436.46	
<b>88743</b>	<b>09/02/21</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>31,934.20</b>	
121012	118832		Security Service Fees	481.28	
121013	118833		Security Service Fees	314.48	
121014	118835		Security Service Fees	859.05	
121098	118834		Security Service Fees	30,279.39	
			Line Amount Total	31,934.20	
<b>88744</b>	<b>09/02/21</b>	<b>V00104</b>	<b>Donald Mullett</b>	<b>25.00</b>	
121070	118891		Telephone	25.00	
			Line Amount Total	25.00	
<b>88745</b>	<b>09/02/21</b>	<b>V00111</b>	<b>Vu Pham</b>	<b>15.00</b>	
121068	118889		Telephone	15.00	
			Line Amount Total	15.00	
<b>88746</b>	<b>09/02/21</b>	<b>V00114</b>	<b>AT&amp;T:171-799-3737 001</b>	<b>729.68</b>	
121034	118867		Telephone	130.97	
121034	118867		Telephone	74.87	
121034	118867		Telephone	299.39	
121034	118867		Telephone	18.68	
121034	118867		Telephone	56.11	
121034	118867		Telephone	18.68	
121034	118867		Telephone	18.68	

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121034	118867		Telephone	37.43	
121034	118867		Telephone	74.87	
			Line Amount Total	729.68	
<b>88747</b>	<b>09/02/21</b>	<b>V00116</b>	<b>Randy Thompson</b>	<b>15.00</b>	
121072	118893		Telephone	15.00	
			Line Amount Total	15.00	
<b>88748</b>	<b>09/02/21</b>	<b>V00118</b>	<b>Freeport Marina</b>	<b>500.00</b>	
120981	118697		M&R Security Equipment-SeaArk Commander Boat	500.00	
			Line Amount Total	500.00	
<b>88749</b>	<b>09/02/21</b>	<b>V00192</b>	<b>Glomar International, Inc.</b>	<b>6,631.87</b>	
120982	118717		M&R TOE-Gantry Crane	491.99	
120982	118717		M&R TOE-Gantry Crane	491.99	
120983	118732		M&R TOE-Gantry Crane	272.06	
120983	118732		M&R TOE-Gantry Crane	272.06	
120984	118790		M&R TOE-Gantry Crane	389.55	
120984	118790		M&R TOE-Gantry Crane	389.55	
120985	118791		M&R TOE-Gantry Crane	479.99	
120985	118791		M&R TOE-Gantry Crane	480.00	
120986	118798		M&R TOE-Gantry Crane	297.61	
120986	118798		M&R TOE-Gantry Crane	297.61	
120987	118799		M&R TOE-Gantry Crane	282.24	
120987	118799		M&R TOE-Gantry Crane	282.24	
121087	118594		Main Hoist Contact Kit-CR112770		
121087	118594		M&R TOE-Gantry Crane	601.96	
121087	118594		M&R TOE-Gantry Crane	601.96	
121087	118594		Quote# Q21-1429		
121088	118716		M&R TOE-Gantry Crane	500.53	
121088	118716		M&R TOE-Gantry Crane	500.53	
			Line Amount Total	6,631.87	
<b>88750</b>	<b>09/02/21</b>	<b>V00193</b>	<b>Grainger</b>	<b>138.20</b>	
120988	118740		M&R Bldgs-Gate 14	138.20	
			Line Amount Total	138.20	
<b>88751</b>	<b>09/02/21</b>	<b>V00200</b>	<b>The Chamber Brazosport Area</b>	<b>500.00</b>	
121067	118868		Technical Training	500.00	
			Line Amount Total	500.00	
<b>88752</b>	<b>09/02/21</b>	<b>V00207</b>	<b>ABC, Inc.</b>	<b>300.00</b>	
120957	118686		Community Events	300.00	
			Line Amount Total	300.00	
<b>88753</b>	<b>09/02/21</b>	<b>V00214</b>	<b>McFarland PLLC</b>	<b>89,973.61</b>	
121094	118816		Construction in Progress	81,850.00	
121094	118816		Construction in Progress	8,123.61	
			Line Amount Total	89,973.61	
<b>88754</b>	<b>09/02/21</b>	<b>V00240</b>	<b>A-1 Comfort Systems</b>	<b>12,046.77</b>	
121076	118725		M&R Bldgs-Security Bldg	12,046.77	
			Line Amount Total	12,046.77	
<b>88755</b>	<b>09/02/21</b>	<b>V00364</b>	<b>Brazosport Plumbing &amp; Heating</b>	<b>515.77</b>	
121022	118796		M&R Transit Shed-T.S. 1	515.77	
			Line Amount Total	515.77	

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<b>88756</b>	<b>09/02/21</b>	<b>V00405</b>	<b>SLS Rigging LLC</b>	<b>5,197.50</b>	
121100	118797		M&R TOE-Gantry Crane		5,197.50
			Line Amount Total		5,197.50
<b>88757</b>	<b>09/02/21</b>	<b>V00443</b>	<b>OverNite Software, Inc</b>	<b>7,972.80</b>	
121102	118595		ExxTend Learning Management System Renewal		3,139.20
121102	118595		Environmental, Health & Safety Library Renewal		1,771.20
121102	118595		Port Facility Security Library Renewal		2,150.40
121102	118595		10 Course Mix & Match Renewal		912.00
121102	118595		Proprietary Vendor		
121102	118595		12 Month License Renewal		
121102	118595		November 5, 2021 - November 4, 2022		
121102	118595		40 Users		
121102	118595		Quote# 20210805aa1		
			Line Amount Total		7,972.80
<b>88758</b>	<b>09/02/21</b>	<b>V00492</b>	<b>Lee Oil Company, LLC</b>	<b>1,922.50</b>	
121092	118637		700 gallons of unleaded gasoline for tank		1,872.50
121092	118637		Delivery Fee		50.00
			Line Amount Total		1,922.50
<b>88759</b>	<b>09/02/21</b>	<b>V00511</b>	<b>Mark Quilty</b>	<b>75.00</b>	
121071	118892		Telephone		75.00
			Line Amount Total		75.00
<b>88760</b>	<b>09/02/21</b>	<b>V00517</b>	<b>Covenant K9 Detection Services</b>	<b>3,600.00</b>	
121083	116712		52HRs per day for narcotics, weapons, currency &		
121083	116712		explosive K9 detection Services		
121083	116712		Security Service Fees		3,600.00
121083	116712		Oct. 2020 - Sept. 2021		
			Line Amount Total		3,600.00
<b>88761</b>	<b>09/02/21</b>	<b>V00627</b>	<b>Zeno Imaging</b>	<b>36.30</b>	
121017	118698		Maint & Repair - Office Equipment		36.30
			Line Amount Total		36.30
<b>88762</b>	<b>09/02/21</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>5,875.36</b>	
121085	118849		M&R Other-Mowing, Weed Control Etc		2,469.16
121085	118849		Contract Labor Expense		673.79
121086	118879		M&R Other-Mowing, Weed Control Etc		2,732.41
			Line Amount Total		5,875.36
<b>88763</b>	<b>09/02/21</b>	<b>V00711</b>	<b>Larry Allen Mize</b>	<b>875.00</b>	
121019	118877		Construction in Progress		875.00
			Line Amount Total		875.00
<b>88764</b>	<b>09/02/21</b>	<b>V00713</b>	<b>Glen Whisenant</b>	<b>875.00</b>	
121020	118876		Construction in Progress		875.00
			Line Amount Total		875.00
<b>88765</b>	<b>09/02/21</b>	<b>V00714</b>	<b>Tracy Read</b>	<b>875.00</b>	
121018	118878		Construction in Progress		875.00
			Line Amount Total		875.00
<b>88766</b>	<b>09/02/21</b>	<b>V00722</b>	<b>Deborah J. Savage</b>	<b>500.00</b>	
120971	118839		Construction in Progress		500.00
			Line Amount Total		500.00

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<b>88767</b>	<b>09/02/21</b>	<b>V00727</b>	<b>Stephen L. Moffett</b>	<b>500.00</b>	
121001	118840		Construction in Progress	500.00	
			Line Amount Total	500.00	
<b>88768</b>	<b>09/02/21</b>	<b>V00777</b>	<b>McGuireWoods Consulting, LLC</b>	<b>5,050.00</b>	
121095	118078		Consultant Fees - Other	5,000.00	
121095	118078		Strategic Communications & Social Media Consulting		
121095	118078		& Developmen for monthly flat fee plus additional		
121095	118078		fees for advertising to be included in separate		
121095	118078		budget item-30 day writted notice to terminate		
121095	118078		Community Advertising -Boost Ad	50.00	
			Line Amount Total	5,050.00	
<b>88769</b>	<b>09/02/21</b>	<b>V00783</b>	<b>OPS Consulting &amp; Engineering</b>	<b>9,000.00</b>	
121096	118216		Consultant Fees - Other	9,000.00	
121096	118216		Consulting Services-Business Development		
121096	118216		Proprietary Vendor		
			Line Amount Total	9,000.00	
<b>88770</b>	<b>09/02/21</b>	<b>V00797</b>	<b>Law Office of Andrew Dunham, PLLC</b>	<b>700.00</b>	
120992	118831		Construction in Progress	700.00	
			Line Amount Total	700.00	
<b>88771</b>	<b>09/02/21</b>	<b>V00803</b>	<b>PPG Architectural Finishes</b>	<b>159.04</b>	
121021	118727		M&R TOE-Gantry Crane	79.52	
121021	118727		M&R TOE-Gantry Crane	79.52	
			Line Amount Total	159.04	
<b>88772</b>	<b>09/02/21</b>	<b>V00804</b>	<b>A-1 National Fire CO.</b>	<b>897.12</b>	
120954	118746		M&R Warehouse-WH51 Sprinkler System	897.12	
			Line Amount Total	897.12	
<b>88773</b>	<b>09/02/21</b>	<b>V00810</b>	<b>Ronald E. Slate</b>	<b>500.00</b>	
121037	118865		Construction in Progress	500.00	
			Line Amount Total	500.00	
<b>88774</b>	<b>09/02/21</b>	<b>V00095</b>	<b>Swisher &amp; Swisher</b>	<b>1,000.00</b>	
121099	118205		M&R Other-Mowing, Weed Control Etc	1,000.00	
121099	118205		Annual Herbicide Aplication for Designated Areas		
121099	118205		7/01/21 - 6/30/23		
121099	118205		Two Year Service		
			Line Amount Total	1,000.00	
<b>88775</b>	<b>09/02/21</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>14,000.00</b>	
121090	118870		Construction in Progress	14,000.00	
121090	118870		Construction in Progress	14,000.00	
			Line Amount Total	28,000.00	
<b>88776</b>	<b>09/02/21</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>22,880.00</b>	
121091	118874		Construction in Progress	22,880.00	
121091	118874		Construction in Progress	22,880.00	
			Line Amount Total	45,760.00	
<b>88777</b>	<b>09/07/21</b>	<b>V00812</b>	<b>Lisa G. Hobbs</b>	<b>1,500.00</b>	
121103	118899		Construction in Progress	1,500.00	
121103	118899		Construction in Progress	1,500.00	
			Line Amount Total	3,000.00	



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<b>88778 09/07/21</b>	<b>V00813</b>	<b>Robert J. Hobbs, Sr</b>	<b>58,500.00</b>		
121104	118900		Construction in Progress	58,500.00	
			Line Amount Total	58,500.00	
<b>88779 09/10/21</b>	<b>V00007</b>	<b>Office Universe, Inc.</b>	<b>632.40</b>		
120995	118748		Office Supplies	17.08	
120996	118750		Office Supplies	89.08	
120996	118750		Office Supplies	50.89	
120996	118750		Office Supplies	12.72	
120996	118750		Office Supplies	38.17	
120996	118750		Office Supplies	50.89	
120997	118815		Office Supplies	96.70	
121143	118916		Office Supplies	12.94	
121143	118916		Office Supplies	7.39	
121143	118916		Office Supplies	1.85	
121143	118916		Office Supplies	5.55	
121143	118916		Office Supplies	7.39	
121144	118917		Office Supplies	241.75	
			Line Amount Total	632.40	
<b>88780 09/10/21</b>	<b>V00009</b>	<b>Williams Diesel, Inc</b>	<b>69.13</b>		
121159	118964		M&R TOE-John Deere Gator	13.49	
121160	118965		M&R TOE-John Deere Gator	10.50	
121161	118966		M&R TOE-Street Sweeper	24.66	
121162	118967		M&R TOE-Street Sweeper	20.48	
			Line Amount Total	69.13	
<b>88781 09/10/21</b>	<b>V00011</b>	<b>Gulftex Vending</b>	<b>394.55</b>		
121136	118921		Office Supplies	161.10	
121138	118940		Office Supplies	26.75	
121137	118936		Office Supplies	76.14	
121137	118936		Office Supplies	43.52	
121137	118936		Office Supplies	10.88	
121137	118936		Office Supplies	32.64	
121137	118936		Office Supplies	43.52	
			Line Amount Total	394.55	
<b>88782 09/10/21</b>	<b>V00012</b>	<b>FedEx</b>	<b>43.25</b>		
120980	118749		Postage and Freight	8.37	
120980	118749		Postage and Freight	8.29	
121024	118872		Postage and Freight	11.61	
121024	118872		Postage and Freight	6.61	
121024	118872		Postage and Freight	8.37	
			Line Amount Total	43.25	
<b>88783 09/10/21</b>	<b>V00015</b>	<b>Mike Wilson</b>	<b>226.51</b>		
121142	118937		Flexible Spending Emp Reimbursement	226.51	
			Line Amount Total	226.51	
<b>88784 09/10/21</b>	<b>V00016</b>	<b>Rodney Blackstock</b>	<b>54.02</b>		
121151	118956		M&R Bldgs-Maintenance Bldg	54.02	
			Line Amount Total	54.02	
<b>88785 09/10/21</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>52.96</b>		
120990	118851		Office Supplies	52.96	
			Line Amount Total	52.96	

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<b>88786</b>	<b>09/10/21</b>	<b>V00026</b>	<b>Lowe's</b>	<b>476.94</b>	
121023		118875	M&R TOE-Gantry Crane		37.88
121023		118875	M&R TOE-Gantry Crane		37.88
121023		118875	M&R Bldgs-Admin Bldg 1100 Cherry St		168.12
121023		118875	M&R Warehouse-Warehouse 51		119.10
121023		118875	Maint & Repair - Pallets		113.96
			Line Amount Total		476.94
<b>88787</b>	<b>09/10/21</b>	<b>V00039</b>	<b>Brazosport Tire</b>	<b>1,044.53</b>	
121122		118923	M&R TOE - 2020 John Deere HPX615E		330.70
121123		118924	M&R TOE-John Deere Gator		580.62
121124		118925	M&R TOE-Toyota Forklift		118.21
121125		118926	M&R Vehicles-Chevy Colorado		15.00
			Line Amount Total		1,044.53
<b>88788</b>	<b>09/10/21</b>	<b>V00046</b>	<b>Sprint Waste Services</b>	<b>430.10</b>	
121065		118860	Contract Services		430.10
			Line Amount Total		430.10
<b>88789</b>	<b>09/10/21</b>	<b>V00049</b>	<b>Brazos Fasteners</b>	<b>121.35</b>	
120959		118734	M&R TOE-Golf Cart EZGO		7.76
120960		118850	M&R Terminal Facilities-Other		13.99
120961		118852	M&R Warehouse-Warehouse 51		29.24
121035		118859	M&R Warehouse-Warehouse 51		44.60
121027		118886	M&R Warehouse-Warehouse 51		25.76
			Line Amount Total		121.35
<b>88790</b>	<b>09/10/21</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>454.98</b>	
120994		118843	M&R Warehouse-Warehouse 51		454.98
			Line Amount Total		454.98
<b>88791</b>	<b>09/10/21</b>	<b>V00054</b>	<b>Payment vendor ledger entry is not found check# 88791.</b>	<b>0.00</b>	
			Line Amount Total		
<b>88792</b>	<b>09/10/21</b>	<b>V00054</b>	<b>Summit Electric Supply</b>	<b>1,118.80</b>	
121004		118793	M&R Transit Shed-T.S. 1		33.30
121005		118794	M&R TOE-General Terminal Ops Equip & Tools		80.77
121009		118848	M&R Bldgs-Operations Bldg		83.40
121038		118856	M&R Bldgs-Security Bldg		6.92
121039		118857	M&R TOE-Gantry Crane		172.50
121039		118857	M&R TOE-Gantry Crane		172.50
121040		118858	M&R TOE-Gantry Crane		29.36
121040		118858	M&R TOE-Gantry Crane		29.37
121066		118855	M&R Transit Shed-T.S. 1		59.11
121028		118881	M&R Leased Facilities-Dole		184.20
121097		118880	M&R Bldgs-Maintenance Bldg		146.72
121153		118901	M&R Bldgs-Security Bldg		9.85
121154		118918	M&R TOE-Gantry Crane		39.35
121154		118918	M&R TOE-Gantry Crane		39.35
121155		118920	M&R TOE-Gantry Crane		16.05
121155		118920	M&R TOE-Gantry Crane		16.05
			Line Amount Total		1,118.80
<b>88793</b>	<b>09/10/21</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>551.34</b>	
121149		118907	Office Supplies		198.92
121149		118907	Office Supplies		113.68

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121149	118907		Office Supplies	28.42	
121149	118907		Office Supplies	85.26	
121149	118907		Office Supplies	113.68	
121150	118914		Office Supplies	11.38	
			Line Amount Total	551.34	
<b>88794</b>	<b>09/10/21</b>	<b>V00077</b>	<b>Brookside Equipment</b>	<b>1,657.00</b>	
121078	118638		M&R TOE-John Deere Gator	1,657.00	
121078	118638		Gasoline Engine P/N-JO1-AUC 16568		
121078	118638		Quote# QA00723		
			Line Amount Total	1,657.00	
<b>88795</b>	<b>09/10/21</b>	<b>V00083</b>	<b>Jason Hull</b>	<b>136.75</b>	
121139	118954		Telephone	136.75	
			Line Amount Total	136.75	
<b>88796</b>	<b>09/10/21</b>	<b>V00087</b>	<b>Payment vendor ledger entry is not found check# 88796.</b>	<b>0.00</b>	
			Line Amount Total		
<b>88797</b>	<b>09/10/21</b>	<b>V00087</b>	<b>Payment vendor ledger entry is not found check# 88797.</b>	<b>0.00</b>	
			Line Amount Total		
<b>88798</b>	<b>09/10/21</b>	<b>V00087</b>	<b>Payment vendor ledger entry is not found check# 88798.</b>	<b>0.00</b>	
			Line Amount Total		
<b>88799</b>	<b>09/10/21</b>	<b>V00087</b>	<b>Reliant</b>	<b>74,412.90</b>	
121043	118756		Electricity	30.41	
121044	118757		Electricity	151.03	
121045	118758		Electricity	175.87	
121046	118759		Electricity	183.02	
121047	118762		Electricity	16.61	
121048	118763		Electricity	26.87	
121049	118764		Electricity	64.70	
121050	118766		Electricity	16.34	
121051	118769		Electricity	717.33	
121052	118770		Electricity	58.89	
121053	118772		Electricity	37.02	
121054	118773		Electricity	94.78	
121055	118775		Electricity	10.70	
121056	118776		Electricity	32.35	
121057	118777		Electricity	112.26	
121058	118778		Electricity	15.53	
121059	118781		Electricity	549.27	
121060	118782		Electricity	822.77	
121061	118783		Electricity	470.64	
121062	118785		Electricity	52.26	
121063	118786		Electricity	26.46	
121064	118789		Electricity	668.67	
121106	118755		Electricity	30,588.74	
121107	118760		Electricity	4,241.06	
121108	118761		Electricity	1,011.92	
121109	118765		Electricity	3,879.88	
121110	118771		Electricity	1,351.27	
121111	118774		Electricity	5,766.33	

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121112		118779	Electricity		3,079.45
121113		118780	Electricity		6,612.22
121114		118784	Electricity		3,010.99
121115		118787	Electricity		9,433.88
121116		118788	Electricity		1,103.38
			Line Amount Total		74,412.90
<b>88800</b>	<b>09/10/21</b>	<b>V00096</b>	<b>Centerpoint Energy</b>	<b>23.19</b>	
121130		118906	Water & Gas		23.19
			Line Amount Total		23.19
<b>88801</b>	<b>09/10/21</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>30,541.08</b>	
121156		118939	Security Service Fees		944.44
121178		118938	Security Service Fees		29,596.64
			Line Amount Total		30,541.08
<b>88802</b>	<b>09/10/21</b>	<b>V00105</b>	<b>Cecil Booth</b>	<b>150.00</b>	
121129		118955	Telephone		150.00
			Line Amount Total		150.00
<b>88803</b>	<b>09/10/21</b>	<b>V00110</b>	<b>Jason Miura</b>	<b>290.00</b>	
121140		118904	Flexible Spending Emp Reimbursement		250.00
121141		118905	Flexible Spending Emp Reimbursement		40.00
			Line Amount Total		290.00
<b>88804</b>	<b>09/10/21</b>	<b>V00115</b>	<b>AT&amp;T:979-373-0020 6635</b>	<b>950.04</b>	
121120		118911	Telephone		351.51
121120		118911	Telephone		199.51
121120		118911	Telephone		47.50
121120		118911	Telephone		152.01
121120		118911	Telephone		199.51
			Line Amount Total		950.04
<b>88805</b>	<b>09/10/21</b>	<b>V00132</b>	<b>American Journal of Transportation</b>	<b>615.00</b>	
121077		116677	Industry Advertising		
121077		116677	1/2 page Gulf Ports & Trade March 2021		
121077		116677	Industry Advertising		
121077		116677	1/2 Page Ro/Ro Shipping September 2021		
121077		116677	Industry Advertising		
121077		116677	1/2 Page North American Auto Logistics		
121077		116677	Industry Advertising		615.00
121077		116677	Feb-Sept Daily Newswire banner (180X150)		
121077		116677	Industry Advertising		
121077		116677	Oct-Dec Daily Newswire banner -Apply to FY22		
			Line Amount Total		615.00
<b>88806</b>	<b>09/10/21</b>	<b>V00149</b>	<b>Brazoria Chamber of Commerce</b>	<b>240.00</b>	
121186		118979	Dues & Memberships & Licenses		240.00
			Line Amount Total		240.00
<b>88807</b>	<b>09/10/21</b>	<b>V00184</b>	<b>Dianna Kile</b>	<b>1,320.00</b>	
121169		118953	Contract Labor Expense		1,320.00
			Line Amount Total		1,320.00
<b>88808</b>	<b>09/10/21</b>	<b>V00192</b>	<b>Glomar International, Inc.</b>	<b>2,279.75</b>	
121105		118862	M&R TOE-Gantry Crane		505.21
121105		118862	M&R TOE-Gantry Crane		505.21
121131		118902	M&R TOE-Gantry Crane		489.38

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121131	118902		M&R TOE-Gantry Crane	489.39	
121132	118912		M&R TOE-Gantry Crane	145.28	
121132	118912		M&R TOE-Gantry Crane	145.28	
			Line Amount Total	2,279.75	
<b>88809</b>	<b>09/10/21</b>	<b>V00193</b>	<b>Grainger</b>	<b>147.06</b>	
121036	118861		M&R TOE-Gantry Crane	47.50	
121036	118861		M&R TOE-Gantry Crane	47.50	
121133	118919		M&R TOE-Gantry Crane	26.03	
121133	118919		M&R TOE-Gantry Crane	26.03	
			Line Amount Total	147.06	
<b>88810</b>	<b>09/10/21</b>	<b>V00197</b>	<b>Motion Industries</b>	<b>1,001.27</b>	
121172	118960		M&R Bldgs-Gate 4	516.88	
121173	118961		M&R Bldgs-Gate 14	484.39	
			Line Amount Total	1,001.27	
<b>88811</b>	<b>09/10/21</b>	<b>V00201</b>	<b>CDW Government</b>	<b>996.00</b>	
121030	118887		Contract Services	996.00	
			Line Amount Total	996.00	
<b>88812</b>	<b>09/10/21</b>	<b>V00203</b>	<b>ZPMC USA Inc.</b>	<b>15,080.00</b>	
121182	118676		M&R TOE-Gantry Crane	15,080.00	
121182	118676		Furnish labor, materials, equipment & Insurance		
121182	118676		for repairs to Crane #1		
121182	118676		Commission Approved 8/12/2021		
			Line Amount Total	15,080.00	
<b>88813</b>	<b>09/10/21</b>	<b>V00210</b>	<b>Mimecast North America, Inc.</b>	<b>525.82</b>	
121026	118803		Contract Services	525.82	
			Line Amount Total	525.82	
<b>88814</b>	<b>09/10/21</b>	<b>V00228</b>	<b>Department of Information Resources</b>	<b>284.94</b>	
120972	118703		Telephone	51.14	
120972	118703		Telephone	29.22	
120972	118703		Telephone	116.90	
120972	118703		Telephone	7.31	
120972	118703		Telephone	21.92	
120972	118703		Telephone	7.31	
120972	118703		Telephone	7.31	
120972	118703		Telephone	14.61	
120972	118703		Telephone	29.22	
			Line Amount Total	284.94	
<b>88815</b>	<b>09/10/21</b>	<b>V00240</b>	<b>A-1 Comfort Systems</b>	<b>6,014.78</b>	
120955	118846		M&R TOE-Gantry Crane	298.00	
120956	118847		M&R Bldgs-Operations Bldg	553.00	
121042	118863		M&R Bldgs-Operations Bldg	783.70	
121118	118927		M&R TOE-Gantry Crane	723.00	
121164	117988		M&R TOE-Gantry Crane	3,657.08	
121164	117988		A/C Compressor Crane 2 (#69)		
121164	117988		1 year warranty on warranty & Labor		
			Line Amount Total	6,014.78	
<b>88816</b>	<b>09/10/21</b>	<b>V00270</b>	<b>The Bulletin</b>	<b>90.00</b>	
121157	118903		Community Advertising	90.00	
			Line Amount Total	90.00	

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<b>88817</b>	<b>09/10/21</b>	<b>V00332</b>	<b>United Rentals</b>	<b>393.00</b>	
121016	118837		Furniture and Equipment Purchases <\$5,000		393.00
			Line Amount Total		393.00
<b>88818</b>	<b>09/10/21</b>	<b>V00364</b>	<b>Brazosport Plumbing &amp; Heating</b>	<b>872.07</b>	
120962	118792		M&R Transit Shed-T.S. 1		872.07
			Line Amount Total		872.07
<b>88819</b>	<b>09/10/21</b>	<b>V00388</b>	<b>Seaway Crude Pipeline Company</b>	<b>3,790.62</b>	
121177	118928		Other Accounts Payable (JE)		3,790.62
			Line Amount Total		3,790.62
<b>88820</b>	<b>09/10/21</b>	<b>V00433</b>	<b>Indo American Chamber of Commerce</b>	<b>2,500.00</b>	
121117	118873		Industry Advertising		2,500.00
121117	118873		2021 Gala Host Sponsorship -Sept 2021		
			Line Amount Total		2,500.00
<b>88821</b>	<b>09/10/21</b>	<b>V00436</b>	<b>Ultima Media</b>	<b>2,876.00</b>	
121184	118942		Commercial Events		2,876.00
121184	118942		Automotive Logistics & Supply Chain Global 2021		
121184	118942		Conference October 5-7, 2021		
			Line Amount Total		2,876.00
<b>88822</b>	<b>09/10/21</b>	<b>V00449</b>	<b>Tennant Sales and Service Company</b>	<b>115.40</b>	
121179	118963		M&R TOE-355 Sweeper		115.40
			Line Amount Total		115.40
<b>88823</b>	<b>09/10/21</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>1,828.13</b>	
121166	118962		M&R Other-Mowing, Weed Control Etc		1,828.13
			Line Amount Total		1,828.13
<b>88824</b>	<b>09/10/21</b>	<b>V00691</b>	<b>SCBA Sales &amp; Rentals LLC</b>	<b>1,358.31</b>	
121176	118634		45 Minute 4500 PSI Carbon Fiber Cylinder,		1,140.00
121176	118634		DOT & ISO Certified w/lifetime Warranty		
121176	118634		SCOTT Valve Assembly 4500 PSI, Refurbished &		170.00
121176	118634		Overhauled		
121176	118634		Shipping & Handling		48.31
121176	118634		Quotation# 6000		
			Line Amount Total		1,358.31
<b>88825</b>	<b>09/10/21</b>	<b>V00805</b>	<b>Cain's Appliance, LLC</b>	<b>255.00</b>	
120967	118822		M&R Bldgs-Admin Bldg 1100 Cherry St		255.00
			Line Amount Total		255.00
<b>88826</b>	<b>09/10/21</b>	<b>V00814</b>	<b>Dow Chemical</b>	<b>3,790.62</b>	
121170	118929		Other Accounts Payable (JE)		3,790.62
			Line Amount Total		3,790.62
<b>88827</b>	<b>09/10/21</b>	<b>V00815</b>	<b>Phillips 66 Company</b>	<b>3,790.62</b>	
121174	118930		Other Accounts Payable (JE)		3,790.62
			Line Amount Total		3,790.62
<b>88828</b>	<b>09/10/21</b>	<b>V00816</b>	<b>FLNG Land, Inc.</b>	<b>3,790.62</b>	
121171	118931		Other Accounts Payable (JE)		3,790.62
			Line Amount Total		3,790.62

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<b>88829</b>	<b>09/10/21</b>	<b>V00817</b>	<b>BirdEase Systems Inc.</b>	<b>498.00</b>	
121121	118933		Community Event-Port Golf Tournament		498.00
			Line Amount Total		498.00
<b>88830</b>	<b>09/10/21</b>	<b>V00819</b>	<b>Ron Brownstein</b>	<b>2,000.00</b>	
121175	118950		Construction in Progress		2,000.00
			Line Amount Total		2,000.00
<b>88831</b>	<b>09/10/21</b>	<b>V00820</b>	<b>ADT Commercial LLC</b>	<b>854.00</b>	
121119	118838		Badge Supplies		854.00
			Line Amount Total		854.00
<b>88832</b>	<b>09/10/21</b>	<b>V00697</b>	<b>Northern Safety Co., Inc.</b>	<b>446.98</b>	
121187	118980		M&R Warehouse-Warehouse 51		446.98
			Line Amount Total		446.98
<b>88833</b>	<b>09/20/21</b>	<b>V00005</b>	<b>Phyllis Saathoff</b>	<b>136.75</b>	
121197	119007		Telephone		136.75
			Line Amount Total		136.75
<b>88834</b>	<b>09/20/21</b>	<b>V00006</b>	<b>Michaela Bevers</b>	<b>75.00</b>	
121196	118997		Telephone		75.00
			Line Amount Total		75.00
<b>88835</b>	<b>09/20/21</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>460.99</b>	
121134	118910		Office Supplies		37.48
121134	118910		Office Supplies		21.42
121134	118910		Office Supplies		5.36
121134	118910		Office Supplies		16.07
121134	118910		Office Supplies		21.42
121135	118913		Office Supplies		359.24
			Line Amount Total		460.99
<b>88836</b>	<b>09/20/21</b>	<b>V00024</b>	<b>Waste Management</b>	<b>940.19</b>	
121031	118882		Contract Services		125.00
121032	118883		Contract Services		399.67
121033	118884		Contract Services		415.52
			Line Amount Total		940.19
<b>88837</b>	<b>09/20/21</b>	<b>V00029</b>	<b>Texas Association of Counties</b>	<b>8,698.00</b>	
118209	116071		Prepaid Insurance		8,698.00
			Line Amount Total		8,698.00
<b>88838</b>	<b>09/20/21</b>	<b>V00032</b>	<b>Matheson Tri Gas</b>	<b>234.37</b>	
121195	118969		Maint and Operations Supplies		234.37
			Line Amount Total		234.37
<b>88839</b>	<b>09/20/21</b>	<b>V00060</b>	<b>Sun Coast Resources</b>	<b>2,241.00</b>	
121214	118869		Gallons of off Road Diesel for Tank		2,241.00
			Line Amount Total		2,241.00
<b>88840</b>	<b>09/20/21</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>1,282.97</b>	
121198	118987		Office Supplies		7.74
121198	118987		Office Supplies		4.41
121198	118987		Office Supplies		1.10
121198	118987		Office Supplies		3.31
121198	118987		Office Supplies		4.41
121212	118641		Furniture and Equipment Purchases <\$5,000		1,262.00

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	Invoice No.	PO No.	GL Account Name	Line Description	Line Amount
	121212	118641		Lorell Flipper Tables for Boardroom Meeting	
	121212	118641		Quote# 152732569	
				Line Amount Total	1,282.97
<b>88841</b>	<b>09/20/21</b>	<b>V00080</b>	<b>On Hold Marketing Works</b>	<b>39.00</b>	
	121148	118952		Lease Expense	39.00
				Line Amount Total	39.00
<b>88842</b>	<b>09/20/21</b>	<b>V00091</b>	<b>Wells Fargo</b>	<b>17,386.08</b>	
	121218	118989		Other Accounts Payable (JE)	17,386.08
				Line Amount Total	17,386.08
<b>88843</b>	<b>09/20/21</b>	<b>V00097</b>	<b>Comcast Business</b>	<b>2,625.00</b>	
	121207	119000		Contract Services	2,625.00
				Line Amount Total	2,625.00
<b>88844</b>	<b>09/20/21</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>32,207.17</b>	
	121202	118994		Security Service Fees	403.65
	121203	118996		Security Service Fees	874.58
	121215	118995		Security Service Fees	30,928.94
				Line Amount Total	32,207.17
<b>88845</b>	<b>09/20/21</b>	<b>V00124</b>	<b>Carriage House Partners</b>	<b>4,250.00</b>	
	121079	116349		Government Liaison Agreement	4,250.00
	121079	116349		January 2021 - December 2023	
	121079	116349		Board Approved 12/10/2020	
				Line Amount Total	4,250.00
<b>88846</b>	<b>09/20/21</b>	<b>V00125</b>	<b>AT&amp;T:979-230-9161 754-5</b>	<b>434.59</b>	
	121190	119002		Telephone	47.30
	121190	119002		Telephone	47.31
	121190	119002		Telephone	339.98
				Line Amount Total	434.59
<b>88847</b>	<b>09/20/21</b>	<b>V00178</b>	<b>Waypoint</b>	<b>5,698.80</b>	
	121101	118825		Contract Services	4,698.80
	121101	118825		Veeam VBR & O365 License/Support Renewals	
	121101	118825		Yearly Renewals of Backup Software	
	121101	118825		Quote # AAAQ11145	
	121181	118922		Contract Services	1,000.00
				Line Amount Total	5,698.80
<b>88848</b>	<b>09/20/21</b>	<b>V00181</b>	<b>Canon Solutions America, Inc.</b>	<b>561.39</b>	
	121126	118908		Maint & Repair - Office Equipment	207.48
	121127	118909		Maint & Repair - Office Equipment	205.87
	121128	118959		Maint & Repair - Office Equipment	148.04
				Line Amount Total	561.39
<b>88849</b>	<b>09/20/21</b>	<b>V00184</b>	<b>Dianna Kile</b>	<b>880.00</b>	
	121193	118998		Contract Labor Expense	880.00
				Line Amount Total	880.00
<b>88850</b>	<b>09/20/21</b>	<b>V00193</b>	<b>Grainger</b>	<b>127.69</b>	
	121194	118975		M&R TOE-Gantry Crane	63.84
	121194	118975		M&R TOE-Gantry Crane	63.85
				Line Amount Total	127.69
<b>88851</b>	<b>09/20/21</b>	<b>V00209</b>	<b>Datavox, Inc.</b>	<b>14,788.86</b>	
	121168	118566		AXIS Body Camera System (short RFID Reader)	826.24



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121168		118566	AXIS W701 8-Bay Docking Station		
121168		118566	AXIS Body Camera System (short RFID Reader)		647.16
121168		118566	Axis External Secured RFID card Reader		
121168		118566	(Part# 01527-001)		
121168		118566	AXIS Body Camera System (short RFID Reader)		7,813.92
121168		118566	Axis W100 Body Camera		
121168		118566	AXIS Body Camera System (short RFID Reader)		968.46
121168		118566	Axis TW 1102 Body Camera Magnet Mount 5-Pack		
121168		118566	AXIS Body Camera System (short RFID Reader)		1,654.00
121168		118566	Axis W800 System Controller		
121168		118566	AXIS Body Camera System (short RFID Reader)		2,879.08
121168		118566	Axis Camera Station S116 Recorder		
121168		118566	DIR# 176-025-1479-000		
			Line Amount Total		14,788.86
<b>88852</b>	<b>09/20/21</b>	<b>V00219</b>	<b>Toyotalift of Houston</b>	<b>532.83</b>	
121015		118845	M&R TOE-Toyota Forklift		532.83
			Line Amount Total		532.83
<b>88853</b>	<b>09/20/21</b>	<b>V00250</b>	<b>Lincoln National Life Insurance Company</b>	<b>2,268.78</b>	
121209		119004	Group STD Insurance		259.01
121209		119004	Group STD Insurance		145.55
121209		119004	Group STD Insurance		413.82
121209		119004	Group STD Insurance		14.39
121209		119004	Group STD Insurance		108.83
121209		119004	Group STD Insurance		43.00
121209		119004	Group STD Insurance		38.01
121209		119004	Group STD Insurance		83.03
121209		119004	Group STD Insurance		80.45
121209		119004	Group STD Insurance		108.74
121209		119004	Group LTD Insurance		214.18
121209		119004	Group LTD Insurance		117.54
121209		119004	Group LTD Insurance		276.81
121209		119004	Group LTD Insurance		8.70
121209		119004	Group LTD Insurance		107.35
121209		119004	Group LTD Insurance		38.80
121209		119004	Group LTD Insurance		22.98
121209		119004	Group LTD Insurance		58.71
121209		119004	Group LTD Insurance		48.62
121209		119004	Group LTD Insurance		80.26
			Line Amount Total		2,268.78
<b>88854</b>	<b>09/20/21</b>	<b>V00278</b>	<b>Angleton Flower Shop</b>	<b>222.46</b>	
121189		118986	Office Supplies		73.61
121189		118986	Office Supplies		70.37
121189		118986	Office Supplies		78.48
			Line Amount Total		222.46
<b>88855</b>	<b>09/20/21</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>21,000.00</b>	
121208		118990	Construction in Progress		21,000.00
			Line Amount Total		21,000.00
<b>88856</b>	<b>09/20/21</b>	<b>V00332</b>	<b>United Rentals</b>	<b>5,037.76</b>	
121217		118978	M&R Bldgs-Security Bldg		5,037.76
			Line Amount Total		5,037.76

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<b>88857</b>	<b>09/20/21</b>	<b>V00452</b>	<b>Breakbulk US OPCO Inc.</b>	<b>4,170.00</b>	
121206	112933		Commerical Event-JOC Breakbulk-Business Developmen	4,170.00	
121206	112933		Breakbulk Booth Space Rental 10X20 - Sept 2020		
121206	112933		Order# SORD-0563205		
			Line Amount Total	4,170.00	
<b>88858</b>	<b>09/20/21</b>	<b>V00492</b>	<b>Lee Oil Company, LLC</b>	<b>1,367.50</b>	
121093	118768		Fuel/Oil	1,317.50	
121093	118768		Gallons of Unleaded Gasoline for TANK		
121093	118768		Delivery Fee	50.00	
			Line Amount Total	1,367.50	
<b>88859</b>	<b>09/20/21</b>	<b>V00517</b>	<b>Covenant K9 Detection Services</b>	<b>3,600.00</b>	
121185	116712		52HRs per day for narcotics, weapons, currency & explosive K9 detection Services		
121185	116712		Security Service Fees	3,600.00	
121185	116712		Oct. 2020 - Sept. 2021		
			Line Amount Total	3,600.00	
<b>88860</b>	<b>09/20/21</b>	<b>V00531</b>	<b>Rob Lowe</b>	<b>346.62</b>	
121200	118999		Telephone	273.50	
121200	118999		Automobile Expense	73.12	
			Line Amount Total	346.62	
<b>88861</b>	<b>09/20/21</b>	<b>V00589</b>	<b>TransUnion Risk and Alternative</b>	<b>125.00</b>	
121180	115972		Subscriptions	125.00	
121180	115972		Monthly Feature Fee for TLOxp Service		
121180	115972		October 2020- September 2021		
			Line Amount Total	125.00	
<b>88862</b>	<b>09/20/21</b>	<b>V00660</b>	<b>PCG - Portal Crane</b>	<b>2,173.16</b>	
121210	118976		M&R TOE-Gantry Crane	535.79	
121210	118976		M&R TOE-Gantry Crane	535.79	
121211	118977		M&R TOE-Gantry Crane	550.79	
121211	118977		M&R TOE-Gantry Crane	550.79	
			Line Amount Total	2,173.16	
<b>88863</b>	<b>09/20/21</b>	<b>V00663</b>	<b>B&amp;K Motor Parts, Inc</b>	<b>2,612.59</b>	
121165	118951		M&R Vehicles-Ford Pick Up	147.96	
121165	118951		M&R TOE-Gantry Crane	14.34	
121165	118951		M&R TOE-Gantry Crane	14.34	
121165	118951		Maint and Operations Supplies	27.45	
121165	118951		M&R TOE-John Deere Gator	27.96	
121165	118951		M&R TOE-General Terminal Ops Equip & Tools	75.00	
121165	118951		M&R Vehicles-Chevy Tahoe	105.34	
121165	118951		M&R Vehicles-Ford Expedition	364.25	
121165	118951		M&R Vehicles-Chevy Tahoe	369.57	
121165	118951		Maint and Operations Supplies	51.57	
121165	118951		M&R TOE-John Deere Gator	14.94	
121165	118951		M&R TOE-John Deere Gator	7.72	
121165	118951		M&R Vehicles-Chevy Tahoe	-66.00	
121165	118951		M&R Vehicles-Ford Expedition	-55.00	
121165	118951		M&R TOE-Yale Forklift	16.50	
121165	118951		M&R TOE-John Deere Gator	7.21	
121165	118951		M&R TOE-Gantry Crane	9.51	
121165	118951		M&R TOE-Gantry Crane	9.51	

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121165	118951		M&R Vehicles-Chevy Tahoe	21.63	
121165	118951		Fuel/Oil	339.12	
121165	118951		Maint and Operations Supplies	203.76	
121165	118951		M&R TOE-John Deere Gator	53.76	
121165	118951		M&R TOE-John Deere Gator	57.36	
121165	118951		M&R TOE-Yard Truck-PF29	105.67	
121165	118951		M&R TOE-John Deere Gator	247.78	
121165	118951		M&R Vehicles-Chevy Truck	116.15	
121165	118951		M&R TOE-John Deere Gator	52.89	
121165	118951		M&R TOE-Toyota Forklift	117.87	
121165	118951		M&R Groundskeeping Equipment-5510 John Deere	128.44	
121165	118951		M&R Groundskeeping Equipment-5510 John Deere	25.99	
			Line Amount Total	2,612.59	
<b>88864</b>	<b>09/20/21</b>	<b>V00682</b>	<b>SHI Government Solutions Inc.</b>	<b>7,761.76</b>	
121213	118827		2022 Cyber Security Upgrade	5,969.76	
121213	118827		Moxa EDS=P510A-8PoE-2GTXSFP-t		
121213	118827		2022 Cyber Security Upgrade	1,792.00	
121213	118827		Moxa NDR-240-38		
121213	118827		For Capital Port wireless upgrade		
121213	118827		Quote# 20883384		
121213	118827		Texas DIR Contract# DIR-TSO-4056		
			Line Amount Total	7,761.76	
<b>88865</b>	<b>09/20/21</b>	<b>V00704</b>	<b>Dataprobe Inc.</b>	<b>1,101.75</b>	
121167	118828		2022 Cyber Security Upgrade	1,030.50	
121167	118828		Dataprobe iBoot-G2s		
121167	118828		2022 Cyber Security Upgrade	36.00	
121167	118828		Dataprobe MK-1 DIN rail mount		
121167	118828		2022 Cyber Security Upgrade	35.25	
121167	118828		UPS Shipping		
121167	118828		For Capital Port wireless upgrade		
121167	118828		Reference# Q210816L_Port		
			Line Amount Total	1,101.75	
<b>88866</b>	<b>09/20/21</b>	<b>V00721</b>	<b>Deborah Ann Payne</b>	<b>375.00</b>	
121192	118982		Construction in Progress	375.00	
			Line Amount Total	375.00	
<b>88867</b>	<b>09/20/21</b>	<b>V00761</b>	<b>AAR Incorporated</b>	<b>4,830.00</b>	
121163	118829		Construction in Progress	4,830.00	
121163	118829		Change Order #1 for the East End Properties 2021		
121163	118829		project		
121163	118829		Project No. 21-04		
			Line Amount Total	4,830.00	
<b>88868</b>	<b>09/20/21</b>	<b>V00768</b>	<b>Tamara L. Kuchar</b>	<b>1,084.67</b>	
121220	119003		Flexible Spending Emp Reimbursement	1,084.67	
			Line Amount Total	1,084.67	
<b>88869</b>	<b>09/20/21</b>	<b>V00775</b>	<b>Austin Fire Systems</b>	<b>5,293.00</b>	
121205	118038		M&R Warehouse-WH51 Sprinkler System	5,293.00	
121205	118038		Labor, Equip., & Materials to Replace 6" Dry Valve		
			Line Amount Total	5,293.00	

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88870	09/20/21	V00794	Gregory L. Donnell	1,535.98	
121219		118981		Construction in Progress	1,535.98
				Line Amount Total	1,535.98
88871	09/20/21	V00821	Summit Fire & Security	581.50	
121201		118970		M&R Transit Shed-T.S. 1	581.50
				Line Amount Total	581.50
88872	09/20/21	V00822	Bobby H. Webb	375.00	
121191		118983		Construction in Progress	375.00
				Line Amount Total	375.00
88873	09/20/21	V00823	Richard Charles Stevenson	375.00	
121199		118984		Construction in Progress	375.00
				Line Amount Total	375.00
88874	09/20/21	V00824	Alejandra Martinez	400.00	
121188		119008		Flexible Spending Emp Reimbursement	400.00
				Line Amount Total	400.00
88875	09/20/21	V00367	Texas Port's Association (TPA)	15,000.00	
121221		119010		Dues & Memberships & Licenses	7,500.00
121221		119010		Dues & Memberships & Licenses	7,500.00
				Line Amount Total	15,000.00
88876	09/23/21	V00611	McCarthy Building Companies, Inc.	7,003,601.55	
121279		112704		Construction in Progress	7,372,212.16
121279		112704		Labor, Materials, Equip & Insurance for	
121279		112704		Velasco Terminal, Berth 8 Project	
121279		112704		Retainage Payable	
121279		112704		Commission Approved 10/23/19	
121279		112704		Decrease in Contract amount	
121279		112704		Commission Approved 12/12/2019	
121279		112704		Description	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	
121279		112704		Retainage Payable	-368,610.61
				Line Amount Total	7,003,601.55
88877	09/23/21	V00001	Time Management	1,300.00	
121286		115988		Storage Building Lease	1,300.00

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121286		115988	January 1, 2021 - December 31, 2021		
			Line Amount Total		1,300.00
<b>88878</b>	<b>09/23/21</b>	<b>V00007</b>	<b>Office Universe, Inc.</b>	<b>563.84</b>	
121145		118934	Office Supplies		285.35
121146		118935	Office Supplies		36.74
121147		118958	Office Supplies		241.75
			Line Amount Total		563.84
<b>88879</b>	<b>09/23/21</b>	<b>V00010</b>	<b>Specialties Company</b>	<b>181.86</b>	
121152		118915	M&R TOE-General Terminal Ops Equip & Tools		5.11
121251		119042	M&R TOE-Gantry Crane		61.32
121251		119042	M&R TOE-Gantry Crane		61.32
121297		119041	M&R TOE-Gantry Crane		27.05
121297		119041	M&R TOE-Gantry Crane		27.06
			Line Amount Total		181.86
<b>88880</b>	<b>09/23/21</b>	<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>227.89</b>	
121236		118993	Office Supplies		227.89
			Line Amount Total		227.89
<b>88881</b>	<b>09/23/21</b>	<b>V00030</b>	<b>Girouard's Ace Hardware</b>	<b>653.01</b>	
121233		119025	M&R TOE-Gantry Crane		8.49
121233		119025	M&R TOE-Gantry Crane		8.50
121300		119050	M&R TOE-Gantry Crane		2.24
121300		119050	Maint & Repair - Pallets		16.77
121300		119050	Maint & Repair - Pallets		57.98
121300		119050	M&R Bldgs-Security Bldg		40.36
121300		119050	M&R Bldgs-Security Bldg		11.50
121300		119050	M&R Terminal Facilities-Other		15.84
121300		119050	M&R Transit Shed-T.S. 1		7.46
121300		119050	M&R Warehouse-Warehouse 51		9.99
121300		119050	M&R Warehouse-Warehouse 51		1.00
121300		119050	Maint & Repair - Pallets		78.95
121300		119050	M&R Bldgs-Gate 14		20.32
121300		119050	M&R TOE-Gantry Crane		19.08
121300		119050	M&R TOE-Gantry Crane		19.08
121300		119050	M&R TOE-John Deere Gator		46.32
121300		119050	M&R TOE-John Deere Gator		14.58
121300		119050	Office Supplies		17.09
121300		119050	M&R TOE-Street Sweeper		4.80
121300		119050	M&R TOE-Gantry Crane		14.11
121300		119050	M&R TOE-Gantry Crane		14.11
121300		119050	M&R TOE-Street Sweeper		3.80
121300		119050	M&R TOE-Street Sweeper		8.42
121300		119050	M&R TOE-Street Sweeper		9.35
121300		119050	M&R Warehouse-Warehouse 51		13.29
121300		119050	Maint & Repair - Pallets		14.97
121300		119050	Maint & Repair - Pallets		59.22
121300		119050	M&R Warehouse-Warehouse 51		14.56
121300		119050	M&R TOE-Gantry Crane		2.52
121300		119050	M&R TOE-Gantry Crane		2.53
121300		119050	M&R Docks-Dock Berth 2		17.09
121300		119050	M&R Warehouse-Warehouse 51		6.88
121300		119050	M&R Bldgs-Maintenance Bldg		18.69

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121300	119050		Maint & Repair - Pallets		28.17
121300	119050		Maint & Repair - Pallets		16.77
121300	119050		Maint & Repair - Pallets		8.18
			Line Amount Total		653.01
<b>88882</b>	<b>09/23/21</b>	<b>V00031</b>	<b>Culligan Water Systems</b>	<b>789.84</b>	
121303	117977		Service Agreement for Water Softener Rental &		
121303	117977		RO System and Ice Machines		
121303	117977		M&R Bldgs-Operations Bldg		263.28
121303	117977		M&R Bldgs-Buildings VT Berth 7		263.28
121303	117977		M&R Transit Shed-T.S. 1		263.28
121303	117977		For Services 8/01/2021 - 7/31/2022		
			Line Amount Total		789.84
<b>88883</b>	<b>09/23/21</b>	<b>V00041</b>	<b>Evco Industrial Hardware</b>	<b>125.12</b>	
121231	119044		M&R TOE-Gantry Crane		62.56
121231	119044		M&R TOE-Gantry Crane		62.56
			Line Amount Total		125.12
<b>88884</b>	<b>09/23/21</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>374.97</b>	
121242	118973		M&R Warehouse-Warehouse 51		374.97
			Line Amount Total		374.97
<b>88885</b>	<b>09/23/21</b>	<b>V00054</b>	<b>Summit Electric Supply</b>	<b>1,188.76</b>	
121257	119036		M&R Leased Facilities-Dole		555.60
121258	119037		M&R Warehouse-Warehouse 51		534.72
121259	119038		M&R Transit Shed-T.S. 1		22.21
121260	119039		M&R Transit Shed-T.S. 1		10.45
121261	119040		M&R Transit Shed-T.S. 1		9.32
121293	119073		M&R TOE-General Terminal Ops Equip & Tools		56.46
			Line Amount Total		1,188.76
<b>88886</b>	<b>09/23/21</b>	<b>V00062</b>	<b>AT&amp;T Mobility</b>	<b>791.61</b>	
121225	119053		Telephone		104.58
121225	119053		Telephone		206.67
121225	119053		Telephone		94.59
121225	119053		Telephone		94.59
121225	119053		Furniture and Equipment Purchases <\$5,000		291.18
			Line Amount Total		791.61
<b>88887</b>	<b>09/23/21</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>221.99</b>	
121247	119011		Office Supplies		221.99
			Line Amount Total		221.99
<b>88888</b>	<b>09/23/21</b>	<b>V00075</b>	<b>Vicki L. Smith</b>	<b>75.00</b>	
121298	119074		Telephone		75.00
			Line Amount Total		75.00
<b>88889</b>	<b>09/23/21</b>	<b>V00100</b>	<b>LJA Engineering Inc.</b>	<b>597.78</b>	
121277	111718		Construction In Progress-Area 3		
121277	111718		Construction In Progress-Area 4		597.78
121277	111718		Construction In Progress-Area 5 Phase II		
121277	111718		Construction in Progress-Area 4		
121277	111718		Balance carried over from PO# 10615		
121277	111718		Board Approved 11/14/13		
			Line Amount Total		597.78

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<b>88890</b>	<b>09/23/21</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>33,766.34</b>	
121287		119067	Security Service Fees	693.45	
121288		119065	Security Service Fees	56.30	
121289		119064	Security Service Fees	357.08	
121304		119066	Security Service Fees	32,659.51	
			Line Amount Total	33,766.34	
<b>88891</b>	<b>09/23/21</b>	<b>V00102</b>	<b>ABB, Inc Marine &amp; Ports</b>	<b>2,925.00</b>	
121222		119023	M&R TOE-Gantry Crane	487.50	
121222		119023	M&R TOE-Gantry Crane	487.50	
121223		119032	M&R TOE-Gantry Crane	487.50	
121223		119032	M&R TOE-Gantry Crane	487.50	
121224		119045	M&R TOE-Gantry Crane	487.50	
121224		119045	M&R TOE-Gantry Crane	487.50	
			Line Amount Total	2,925.00	
<b>88892</b>	<b>09/23/21</b>	<b>V00119</b>	<b>JH Sanchez Holding Company</b>	<b>6,235.00</b>	
121274		116906	Janitorial Services February 2021-January 2022		
121274		116906	M&R Bldgs-Admin Bldg 1100 Cherry St	2,723.00	
121274		116906	M&R Bldgs-Security Bldg	454.45	
121274		116906	M&R Bldgs-Operations Bldg	629.45	
121274		116906	M&R Bldgs-Buildings VT Berth 7-Restrooms	948.60	
121274		116906	M&R Bldgs-Buildings VT Berth 7-Breakroom	202.00	
121274		116906	M&R Transit Shed-T.S. 3	91.50	
121274		116906	M&R Bldgs-Maintenance Bldg	110.00	
121274		116906	M&R Bldgs-Security Bldg-Customs Office Bldg	1,076.00	
121274		116906	2nd Year of 3 Year Contract Feb 2021-Jan 2022		
121274		116906	Board Approved 1/23/2020		
			Line Amount Total	6,235.00	
<b>88893</b>	<b>09/23/21</b>	<b>V00159</b>	<b>Principal Life Insurance-PLIC-SBD Grand Island</b>	<b>4,141.56</b>	
121283		119016	Group Life Insurance	283.81	
121283		119016	Group Life Insurance	130.55	
121283		119016	Group Life Insurance	325.02	
121283		119016	Group Life Insurance	10.24	
121283		119016	Group Life Insurance	107.71	
121283		119016	Group Life Insurance	45.89	
121283		119016	Group Life Insurance	17.67	
121283		119016	Group Life Insurance	69.54	
121283		119016	Group Life Insurance	57.89	
121283		119016	Group Life Insurance	71.31	
121284		119017	Group Dental Insurance	378.97	
121284		119017	Group Dental Insurance	245.23	
121284		119017	Group Dental Insurance	698.83	
121284		119017	Group Dental Insurance	13.13	
121284		119017	Group Dental Insurance	296.61	
121284		119017	Group Dental Insurance	68.12	
121284		119017	Group Dental Insurance	51.99	
121284		119017	Group Dental Insurance	207.96	
121284		119017	Group Dental Insurance	94.37	
121284		119017	Group Dental Insurance	193.24	
121284		119017	Group Dental Insurance	193.24	
121284		119017	Other Receivables	51.99	
121284		119017	Group Vision Insurance	79.74	
121284		119017	Group Vision Insurance	51.57	

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121284	119017		Group Vision Insurance		149.12
121284	119017		Group Vision Insurance		3.03
121284	119017		Group Vision Insurance		61.23
121284	119017		Group Vision Insurance		13.02
121284	119017		Group Vision Insurance		12.08
121284	119017		Group Vision Insurance		48.32
121284	119017		Group Vision Insurance		19.08
121284	119017		Group Vision Insurance		39.49
121284	119017		Group Vision Insurance		39.49
121284	119017		Other Receivables		12.08
			Line Amount Total		4,141.56
<b>88894</b>	<b>09/23/21</b>	<b>V00175</b>	<b>Gulf Machine Services</b>	<b>244.08</b>	
121237	119021		M&R Leased Facilities-Vulcan		244.08
			Line Amount Total		244.08
<b>88895</b>	<b>09/23/21</b>	<b>V00184</b>	<b>Dianna Kile</b>	<b>1,320.00</b>	
121272	119055		Contract Labor Expense		1,320.00
			Line Amount Total		1,320.00
<b>88896</b>	<b>09/23/21</b>	<b>V00187</b>	<b>Brazoria County Septic Service</b>	<b>3,165.00</b>	
121266	119031		Contract Services		1,688.00
121267	119034		Contract Services		1,477.00
			Line Amount Total		3,165.00
<b>88897</b>	<b>09/23/21</b>	<b>V00193</b>	<b>Grainger</b>	<b>96.06</b>	
121235	119043		M&R TOE-Gantry Crane		48.03
121235	119043		M&R TOE-Gantry Crane		48.03
			Line Amount Total		96.06
<b>88898</b>	<b>09/23/21</b>	<b>V00218</b>	<b>Johnson Technical Services, Inc.</b>	<b>10,816.14</b>	
121275	118675		2022 Cyber Security Upgrade		10,816.14
121275	118675		Siklu Radio Installation		
121275	118675		Quote# JTSQ9836-02		
121275	118675		Texas DIR Contract # DIR-TSO-3965		
121275	118675		Commission Approved 8/12/2021		
			Line Amount Total		10,816.14
<b>88899</b>	<b>09/23/21</b>	<b>V00219</b>	<b>Toyotalift of Houston</b>	<b>296.85</b>	
121262	118972		M&R TOE-Toyota Forklift		296.85
			Line Amount Total		296.85
<b>88900</b>	<b>09/23/21</b>	<b>V00264</b>	<b>Conway Data, Inc.</b>	<b>6,000.00</b>	
121306	118292		Full page as-Texas Feature September 2021		
121306	118292		FTZ Advertising		1,453.20
121306	118292		Industry Advertising		4,546.80
			Line Amount Total		6,000.00
<b>88901</b>	<b>09/23/21</b>	<b>V00281</b>	<b>Cintas Corporation</b>	<b>310.88</b>	
121268	119060		Maint and Operations Supplies		267.76
121268	119060		Other Receivables		43.12
			Line Amount Total		310.88
<b>88902</b>	<b>09/23/21</b>	<b>V00285</b>	<b>Shoppa's Farm Supply</b>	<b>382.23</b>	
121299	119075		John Deere Gator HPX615E		382.23
			Line Amount Total		382.23



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<b>88903</b>	<b>09/23/21</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>80,000.00</b>	
121301	119069		Construction in Progress		80,000.00
			Line Amount Total		80,000.00
<b>88904</b>	<b>09/23/21</b>	<b>V00405</b>	<b>SLS Rigging LLC</b>	<b>23,898.00</b>	
121285	118753		1-1/4" 6x36WS EIP IWRS Right reg lay Wire Rope		
121285	118753		M&R TOE-Gantry Crane		9,570.00
121285	118753		M&R TOE-Gantry Crane		9,570.00
121285	118753		Pressure Lube each Wire w/Dynagard Blue		
121285	118753		M&R TOE-Gantry Crane		1,150.00
121285	118753		M&R TOE-Gantry Crane		1,150.00
121285	118753		Labor to pick up 2-Metal Spools, remove & dispose		
121285	118753		old cable, and spool and return new cable		
121285	118753		M&R TOE-Gantry Crane		729.00
121285	118753		M&R TOE-Gantry Crane		729.00
121285	118753		Delivery		
121285	118753		M&R TOE-Gantry Crane		500.00
121285	118753		M&R TOE-Gantry Crane		500.00
121285	118753		Quote:Valid for 30days to volatility of steel pric		
			Line Amount Total		23,898.00
<b>88905</b>	<b>09/23/21</b>	<b>V00445</b>	<b>BP Equipment</b>	<b>1,840.00</b>	
121227	118968		M&R Bldgs-Gate 14		997.00
121228	118974		M&R Bldgs-Gate 14		843.00
			Line Amount Total		1,840.00
<b>88906</b>	<b>09/23/21</b>	<b>V00593</b>	<b>McAllen Signal and Boring , LLC</b>	<b>500.00</b>	
121278	115671		M&R Rail-Other		500.00
121278	115671		Highway 36 Railroad Crossing Singal Maint. & Insp		
			Line Amount Total		500.00
<b>88907</b>	<b>09/23/21</b>	<b>V00627</b>	<b>Zeno Imaging</b>	<b>65.64</b>	
121204	118992		Maint & Repair - Office Equipment		65.64
			Line Amount Total		65.64
<b>88908</b>	<b>09/23/21</b>	<b>V00667</b>	<b>ECR-EI Campo Refrigeration</b>	<b>6,522.00</b>	
121273	118576		Manitowoc Model 1DT0900A Icemaker		6,522.00
121273	118576		Ice Maker, Cube Style		
121273	118576		Price Includes: Ice maker, 3YR Parts & Labor		
121273	118576		Warranty, Ice Bin 48"W X 34"D X 50"H, Bin Adaptor		
121273	118576		Quote Dated: 8/3/2021-Job# 2608		
			Line Amount Total		6,522.00
<b>88909</b>	<b>09/23/21</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>2,383.16</b>	
121271	119033		M&R Other-Mowing, Weed Control Etc		2,383.16
			Line Amount Total		2,383.16
<b>88910</b>	<b>09/23/21</b>	<b>V00714</b>	<b>Tracy Read</b>	<b>375.00</b>	
121263	119048		Construction in Progress		375.00
			Line Amount Total		375.00
<b>88911</b>	<b>09/23/21</b>	<b>V00724</b>	<b>Williams M. Tigner II</b>	<b>437.50</b>	
121265	119015		Construction in Progress		437.50
			Line Amount Total		437.50

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<b>88912</b>	<b>09/23/21</b>	<b>V00746</b>	<b>Jacquelynn Rhe Moff</b>	<b>437.50</b>	
121240	119013		Construction in Progress		437.50
			Line Amount Total		437.50
<b>88913</b>	<b>09/23/21</b>	<b>V00770</b>	<b>UniFirst Holdings Inc.</b>	<b>1,038.00</b>	
121305	117829		Annual Contract - Ops Employees uniforms, mats		
121305	117829		towels, soap etc.		
121305	117829		Maint and Operations Supplies		497.48
121305	117829		Other Receivables		88.33
121305	117829		M&R Bldgs-Operations Bldg		
121305	117829		Annual Contract - EOC mats, soap etc.		
121305	117829		M&R Bldgs-Security Bldg		196.12
121305	117829		Annual Contract - Admin mats, soap etc.		
121305	117829		M&R Bldgs-Admin Bldg 1100 Cherry St		256.07
121305	117829		3Year Agreement Effective June 2021 - May 2023		
121305	117829		2% Annual Increase based on BuyBoard - No auto		
121305	117829		renewal after the end of Year 3		
121305	117829		Year 1 of 3 Year Agreement June 2021 - May 2022		
			Line Amount Total		1,038.00
<b>88914</b>	<b>09/23/21</b>	<b>V00777</b>	<b>McGuireWoods Consulting, LLC</b>	<b>5,150.00</b>	
121280	118078		Consultant Fees - Other		5,000.00
121280	118078		Strategic Communications & Social Media Consulting		
121280	118078		& Developmen for monthly flat fee plus additional		
121280	118078		fees for advertising to be included in separate		
121280	118078		budget item-30 day writted notice to terminate		
121280	118078		Community Advertising -Boost Ad		150.00
			Line Amount Total		5,150.00
<b>88915</b>	<b>09/23/21</b>	<b>V00821</b>	<b>Summit Fire &amp; Security</b>	<b>429.50</b>	
121296	118971		M&R Bldgs-Security Bldg		429.50
			Line Amount Total		429.50
<b>88916</b>	<b>09/23/21</b>	<b>V00823</b>	<b>Richard Charles Stevenson</b>	<b>425.00</b>	
121291	119071		Construction in Progress		425.00
			Line Amount Total		425.00
<b>88917</b>	<b>09/23/21</b>	<b>V00825</b>	<b>Sherry Stockwell</b>	<b>375.00</b>	
121250	119047		Construction in Progress		375.00
			Line Amount Total		375.00
<b>88918</b>	<b>09/23/21</b>	<b>V00826</b>	<b>Kenneth G. Wright</b>	<b>375.00</b>	
121241	119049		Construction in Progress		375.00
			Line Amount Total		375.00
<b>88919</b>	<b>09/23/21</b>	<b>V00829</b>	<b>Joseph Patterson</b>	<b>425.00</b>	
121290	119072		Construction in Progress		425.00
			Line Amount Total		425.00
<b>88920</b>	<b>09/23/21</b>	<b>V00830</b>	<b>Baker Moran Doggett Ma &amp; Dobbs LLP</b>	<b>20,000.00</b>	
121308	119076		Construction in Progress		20,000.00
			Line Amount Total		20,000.00
<b>88921</b>	<b>09/23/21</b>	<b>V00831</b>	<b>Jessie M. Parker</b>	<b>100,000.00</b>	
121307	119077		Construction in Progress		100,000.00
			Line Amount Total		100,000.00

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<b>88922 09/23/21</b>		<b>V00703</b>	<b>Vickie E. Durlflinger</b>	<b>437.50</b>	
121264	119014		Construction in Progress		437.50
			Line Amount Total		437.50
<b>88923 09/23/21</b>		<b>V00703</b>	<b>Vickie E. Durlflinger</b>	<b>425.00</b>	
121292	119070		Construction in Progress		425.00
			Line Amount Total		425.00
<b>88924 09/30/21</b>		<b>V00085</b>	<b>Moffatt &amp; Nichol</b>	<b>15,668.75</b>	
121281	109484		Professional Services for the Velasco Terminal		
121281	109484		Berths 8 & 9		
121281	109484		Construction in Progress		15,668.75
121281	109484		Board Approved 1/24/19		
121281	109484		Change Order #1		
121281	109484		Construction in Progress		
121281	109484		Board Approved 1/28/2021		
			Line Amount Total		15,668.75
<b>88925 09/30/21</b>		<b>V00004</b>	<b>City of Freeport</b>	<b>10,661.24</b>	
121316	119152		Water & Gas		61.37
121317	119153		Water & Gas		118.89
121374	119148		Water & Gas		444.33
121375	119149		Water & Gas		613.59
121376	119150		Water & Gas		187.23
121381	119151		Water & Gas		9,235.83
			Line Amount Total		10,661.24
<b>88926 09/30/21</b>		<b>V00007</b>	<b>Office Universe, Inc.</b>	<b>79.90</b>	
121244	119001		Office Supplies		79.90
			Line Amount Total		79.90
<b>88927 09/30/21</b>		<b>V00008</b>	<b>Petty Cash</b>	<b>52.65</b>	
121420	119181		Postage and Freight		58.00
121420	119181		Postage and Freight		-4.35
121420	119181		Office Supplies		-1.00
			Line Amount Total		52.65
<b>88928 09/30/21</b>		<b>V00010</b>	<b>Specialties Company</b>	<b>136.12</b>	
121364	119091		Emergency Recovery Efforts - Hurricane		136.12
			Line Amount Total		136.12
<b>88929 09/30/21</b>		<b>V00014</b>	<b>Al Durel</b>	<b>1,560.00</b>	
121378	119138		Flexible Spending Emp Reimbursement		1,560.00
			Line Amount Total		1,560.00
<b>88930 09/30/21</b>		<b>V00021</b>	<b>Gulf Coast Paper Company</b>	<b>129.01</b>	
121321	119068		Office Supplies		129.01
			Line Amount Total		129.01
<b>88931 09/30/21</b>		<b>V00023</b>	<b>Patrick's Enterprises, Inc.</b>	<b>552.00</b>	
120998	118739		M&R TOE-Street Sweeper		7.00
121331	119158		M&R Bldgs-Admin Bldg 1100 Cherry St		545.00
			Line Amount Total		552.00
<b>88932 09/30/21</b>		<b>V00040</b>	<b>The Brazosport Facts</b>	<b>496.80</b>	
121419	119179		Legal Fees		271.80

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Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
121419	119179		Community Advertising	225.00	
			Line Amount Total	496.80	
<b>88933</b>	<b>09/30/21</b>	<b>V00043</b>	<b>Union Pacific Railroad Company</b>	<b>68,503.98</b>	
121415	119096		Property Lease Expense	68,503.98	
			Line Amount Total	68,503.98	
<b>88934</b>	<b>09/30/21</b>	<b>V00044</b>	<b>Ready Refresh</b>	<b>316.54</b>	
121332	119139		Office Supplies	38.99	
121332	119139		Office Supplies	22.28	
121332	119139		Office Supplies	5.57	
121332	119139		Office Supplies	16.71	
121332	119139		Office Supplies	210.71	
121332	119139		Office Supplies	22.28	
			Line Amount Total	316.54	
<b>88935</b>	<b>09/30/21</b>	<b>V00046</b>	<b>Sprint Waste Services</b>	<b>430.10</b>	
121252	119028		Contract Services	430.10	
			Line Amount Total	430.10	
<b>88936</b>	<b>09/30/21</b>	<b>V00050</b>	<b>Northern Tool &amp; Equipment</b>	<b>319.67</b>	
121243	119046		M&R TOE-Gantry Crane	159.83	
121243	119046		M&R TOE-Gantry Crane	159.84	
			Line Amount Total	319.67	
<b>88937</b>	<b>09/30/21</b>	<b>V00052</b>	<b>KM&amp;L,LLC</b>	<b>6,300.00</b>	
121276	117818		Consultant Fees - Audit	6,300.00	
121276	117818		Audit Services for FYE 9/30/2021		
121276	117818		Board Approved 6/28/2018		
			Line Amount Total	6,300.00	
<b>88938</b>	<b>09/30/21</b>	<b>V00054</b>	<b>Summit Electric Supply</b>	<b>635.03</b>	
121254	119020		M&R Leased Facilities-Dole	273.57	
121255	119029		M&R Transit Shed-T.S. 1	63.04	
121256	119030		M&R Leased Facilities-Dole	273.42	
121294	119019		M&R TOE-General Terminal Ops Equip & Tools	25.00	
			Line Amount Total	635.03	
<b>88939</b>	<b>09/30/21</b>	<b>V00062</b>	<b>AT&amp;T Mobility</b>	<b>342.40</b>	
121309	119145		Telephone	85.60	
121309	119145		Telephone	214.00	
121309	119145		Telephone	42.80	
			Line Amount Total	342.40	
<b>88940</b>	<b>09/30/21</b>	<b>V00067</b>	<b>Quill Corporation</b>	<b>1,620.95</b>	
121248	119012		Office Supplies	358.95	
121396	118751		Furniture and Equipment Purchases <\$5,000	1,262.00	
121396	118751		Lorell Flipper Tables for boardroom meetings		
			Line Amount Total	1,620.95	
<b>88941</b>	<b>09/30/21</b>	<b>V00071</b>	<b>Verizon Wireless</b>	<b>170.41</b>	
121418	119180		Telephone	62.99	
121418	119180		Telephone	69.43	
121418	119180		Telephone	37.99	
			Line Amount Total	170.41	

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<b>88942 09/30/21</b>	<b>V00084</b>	<b>Crain, Caton &amp; James</b>	<b>3,900.00</b>		
121386	119078		Legal Fees	3,900.00	
			Line Amount Total	3,900.00	
<b>88943 09/30/21</b>	<b>V00086</b>	<b>Blank Rome</b>	<b>69.40</b>		
121310	119082		Legal Fees	69.40	
			Line Amount Total	69.40	
<b>88944 09/30/21</b>	<b>V00088</b>	<b>Blue Cross Blue Shield of Texas</b>	<b>68,251.34</b>		
121379	119146		Other Receivables	1,869.90	
121380	119147		Group Medical Insurance	10,284.44	
121380	119147		Group Medical Insurance	7,479.60	
121380	119147		Group Medical Insurance	22,438.80	
121380	119147		Group Medical Insurance	6,544.65	
121380	119147		Group Medical Insurance	1,869.90	
121380	119147		Group Medical Insurance	1,869.90	
121380	119147		Group Medical Insurance	6,544.65	
121380	119147		Group Medical Insurance	2,804.85	
121380	119147		Group Medical Insurance	1,869.90	
121380	119147		Group Medical Insurance	4,674.75	
			Line Amount Total	68,251.34	
<b>88945 09/30/21</b>	<b>V00090</b>	<b>Cordoba Law Firm, P.L.L.C.</b>	<b>6,849.20</b>		
121319	119084		Legal Fees	850.00	
121382	119083		Legal Fees	2,695.00	
121382	119083		Legal Fees	2.20	
121383	119085		Construction in Progress	1,502.00	
121384	119086		Legal Fees	1,800.00	
			Line Amount Total	6,849.20	
<b>88946 09/30/21</b>	<b>V00095</b>	<b>Swisher &amp; Swisher</b>	<b>1,000.00</b>		
121413	118205		M&R Other-Mowing, Weed Control Etc	1,000.00	
121413	118205		Annual Herbicide Application for Designated Areas		
121413	118205		7/01/21 - 6/30/23		
121413	118205		Two Year Service		
			Line Amount Total	1,000.00	
<b>88947 09/30/21</b>	<b>V00100</b>	<b>LJA Engineering Inc.</b>	<b>597.78</b>		
121393	111718		Construction In Progress-Area 3		
121393	111718		Construction In Progress-Area 4	597.78	
121393	111718		Construction In Progress-Area 5 Phase II		
121393	111718		Construction in Progress-Area 4		
121393	111718		Balance carried over from PO# 10615		
121393	111718		Board Approved 11/14/13		
			Line Amount Total	597.78	
<b>88948 09/30/21</b>	<b>V00101</b>	<b>Sunstates Security, LLC</b>	<b>31,599.03</b>		
121371	119168		Security Service Fees	781.43	
121411	119166		Security Service Fees	1,513.74	
121412	119167		Security Service Fees	29,303.86	
			Line Amount Total	31,599.03	
<b>88949 09/30/21</b>	<b>V00178</b>	<b>Waypoint</b>	<b>390.80</b>		
121361	119140		Furniture and Equipment Purchases <\$5,000	390.80	
			Line Amount Total	390.80	

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Invoice No.	PO No.	GL Account Name	Line Description	Line Amount	
<b>88950 09/30/21</b>	<b>V00184</b>	<b>Dianna Kile</b>	<b>1,320.00</b>		
121389	119176		Contract Labor Expense	1,320.00	
			Line Amount Total	1,320.00	
<b>88951 09/30/21</b>	<b>V00192</b>	<b>Glomar International, Inc.</b>	<b>268.49</b>		
121234	119027		M&R TOE-Gantry Crane	134.24	
121234	119027		M&R TOE-Gantry Crane	134.25	
			Line Amount Total	268.49	
<b>88952 09/30/21</b>	<b>V00201</b>	<b>CDW Government</b>	<b>767.94</b>		
121312	119141		Adm Commission Meeting Room A/V Upgrade	59.49	
121313	119142		Adm Commission Meeting Room A/V Upgrade	97.65	
121314	119143		Adm Commission Meeting Room A/V Upgrade	610.80	
			Line Amount Total	767.94	
<b>88953 09/30/21</b>	<b>V00214</b>	<b>McFarland PLLC</b>	<b>108,053.66</b>		
121366	119080		Legal Fees	300.00	
121394	119079		Construction in Progress	89,406.25	
121394	119079		Construction in Progress	18,347.41	
			Line Amount Total	108,053.66	
<b>88954 09/30/21</b>	<b>V00219</b>	<b>Toyotalift of Houston</b>	<b>542.80</b>		
121359	119087		M&R TOE-Toyota Forklift	113.03	
121360	119088		M&R TOE-Toyota Forklift	429.77	
			Line Amount Total	542.80	
<b>88955 09/30/21</b>	<b>V00267</b>	<b>IWS Gas and Supply of Texas</b>	<b>210.00</b>		
121239	119035		Maint and Operations Supplies	210.00	
			Line Amount Total	210.00	
<b>88956 09/30/21</b>	<b>V00307</b>	<b>Joyce Hudman, County Clerk</b>	<b>5,000.00</b>		
121392	119170		Construction in Progress	5,000.00	
			Line Amount Total	5,000.00	
<b>88957 09/30/21</b>	<b>V00368</b>	<b>CCH Incorporated</b>	<b>542.73</b>		
121311	119135		Subscriptions	542.73	
			Line Amount Total	542.73	
<b>88958 09/30/21</b>	<b>V00386</b>	<b>Industrial Disposal Supply Co., LLC</b>	<b>540.68</b>		
121238	119026		M&R TOE-Street Sweeper	540.68	
			Line Amount Total	540.68	
<b>88959 09/30/21</b>	<b>V00389</b>	<b>Austin Seth</b>	<b>231.07</b>		
121372	119178		Sales/Promotion Travel	62.75	
121372	119178		Commercial Event-JOC Breakbulk-Operations	85.33	
121372	119178		Community Events	82.99	
			Line Amount Total	231.07	
<b>88960 09/30/21</b>	<b>V00395</b>	<b>Columbia Heritage Foundation</b>	<b>35.00</b>		
121318	119101		Community Events	35.00	
			Line Amount Total	35.00	
<b>88961 09/30/21</b>	<b>V00431</b>	<b>West Columbia Chamber</b>	<b>50.00</b>		
121362	119099		Community Events	50.00	
			Line Amount Total	50.00	

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<b>88962</b>	<b>09/30/21</b>	<b>V00445</b>	<b>BP Equipment</b>	<b>730.00</b>	
121229	119024		M&R Bldgs-Gate 14		730.00
			Line Amount Total		730.00
<b>88963</b>	<b>09/30/21</b>	<b>V00452</b>	<b>Breakbulk US OPCO Inc.</b>	<b>4,170.00</b>	
121206	112933		Commerical Event-JOC Breakbulk-Business Developmen		4,170.00
121206	112933		Breakbulk Booth Space Rental 10X20 - Sept 2020		
121206	112933		Order# SORD-0563205		
			Line Amount Total		4,170.00
<b>88964</b>	<b>09/30/21</b>	<b>V00517</b>	<b>Covenant K9 Detection Services</b>	<b>6,150.00</b>	
121269	116712		52HRs per day for narcotics, weapons, currency & explosive K9 detection Services		
121269	116712		Security Service Fees		5,400.00
121269	116712		Oct. 2020 - Sept. 2021		
121269	116712		Security Service Fees		750.00
			Line Amount Total		6,150.00
<b>88965</b>	<b>09/30/21</b>	<b>V00553</b>	<b>Business Facilities</b>	<b>4,750.00</b>	
121302	118632		FY 22 Full page ad, advertorial & enewsletter in		
121302	118632		October & November issues		
121302	118632		Industry Advertising-October FY 2022		4,750.00
121302	118632		Industry Advertising-November FY 2022		
			Line Amount Total		4,750.00
<b>88966</b>	<b>09/30/21</b>	<b>V00583</b>	<b>Beaed LP</b>	<b>581.69</b>	
121226	119006		Commerical Event-JOC Breakbulk-Business Developmen		581.69
			Line Amount Total		581.69
<b>88967</b>	<b>09/30/21</b>	<b>V00624</b>	<b>CBRE, Inc.-Valuation and Advisory Services</b>	<b>32,775.00</b>	
121270	119005		Construction in Progress		32,775.00
			Line Amount Total		32,775.00
<b>88968</b>	<b>09/30/21</b>	<b>V00647</b>	<b>Exagono dba Brand Fire Texas</b>	<b>159.87</b>	
121320	119098		Community Event-Port Golf Tournament		159.87
			Line Amount Total		159.87
<b>88969</b>	<b>09/30/21</b>	<b>V00653</b>	<b>Paul Bridges &amp; Associates, LLC</b>	<b>5,165.95</b>	
121282	118045		M&R TOE-Gantry Crane		5,165.95
121282	118045		Professional Services for Container Crane Repair		
121282	118045		Board Approved 6/10/2021		
			Line Amount Total		5,165.95
<b>88970</b>	<b>09/30/21</b>	<b>V00668</b>	<b>DARE Capital Partners, LLC</b>	<b>3,995.16</b>	
121387	119157		M&R Other-Mowing, Weed Control Etc		1,772.42
121388	119177		M&R Other-Mowing, Weed Control Etc		2,222.74
			Line Amount Total		3,995.16
<b>88971</b>	<b>09/30/21</b>	<b>V00689</b>	<b>Luz Martinez</b>	<b>17.92</b>	
121363	119163		Community Events		17.92
			Line Amount Total		17.92
<b>88972</b>	<b>09/30/21</b>	<b>V00697</b>	<b>Northern Safety Co., Inc.</b>	<b>1,260.00</b>	
121325	119089		M&R Transit Shed-T.S. 1		368.00
121326	119155		Safety Supplies		892.00
			Line Amount Total		1,260.00

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<b>88973 09/30/21</b>	<b>V00726</b>	<b>Shermco Industries, Inc.</b>		<b>625.00</b>	
121249	119022		M&R TOE-Gantry Crane		312.50
121249	119022		M&R TOE-Gantry Crane		312.50
			Line Amount Total		625.00
<b>88974 09/30/21</b>	<b>V00755</b>	<b>Vogel Digital Marketing</b>		<b>3,465.00</b>	
121417	119062		Industry Advertising		950.00
121417	119062		1/2 Day aerial shoot on-site PF with all digital		
121417	119062		images provided		
121417	119062		Industry Advertising		2,515.00
121417	119062		Port Freeport Brochure design		
121417	119062		Proprietary Vendor		
			Line Amount Total		3,465.00
<b>88975 09/30/21</b>	<b>V00770</b>	<b>UniFirst Holdings Inc.</b>		<b>112.41</b>	
121414	117829		Annual Contract - Ops Employees uniforms, mats		
121414	117829		towels, soap etc.		
121414	117829		Maint and Operations Supplies		78.98
121414	117829		Other Receivables		14.18
121414	117829		M&R Bldgs-Operations Bldg		
121414	117829		Annual Contract - EOC mats, soap etc.		
121414	117829		M&R Bldgs-Security Bldg		19.25
121414	117829		Annual Contract - Admin mats, soap etc.		
121414	117829		M&R Bldgs-Admin Bldg 1100 Cherry St		
121414	117829		3Year Agreement Effective June 2021 - May 2023		
121414	117829		2% Annual Increase based on BuyBoard - No auto		
121414	117829		renewal after the end of Year 3		
121414	117829		Year 1 of 3 Year Agreement June 2021 - May 2022		
			Line Amount Total		112.41
<b>88976 09/30/21</b>	<b>V00818</b>	<b>Stop Stick LTD</b>		<b>1,102.29</b>	
121408	118943		Furniture and Equipment Purchases <\$5,000		454.46
121408	118943		9' Stop Stick Kit w/ Red Storage Bag		
121408	118943		Furniture and Equipment Purchases <\$5,000		610.83
121408	118943		Barracuda Kit-Black		
121408	118943		Furniture and Equipment Purchases <\$5,000		37.00
121408	118943		Shipping & Handling		
121408	118943		Quote# 2021-16733		
			Line Amount Total		1,102.29
<b>88977 09/30/21</b>	<b>V00827</b>	<b>H&amp;E Equipment Services</b>		<b>3,603.45</b>	
121390	119057		Furniture and Equipment Purchases <\$5,000		3,603.45
121390	119057		LED Light Tower		
121390	119057		S/N: WUX909064--E/N: 10226169		
121390	119057		Quote # S-TB1744		
			Line Amount Total		3,603.45
<b>88978 09/30/21</b>	<b>V00832</b>	<b>Cordray, P.C.</b>		<b>14,901.00</b>	
121385	119081		Legal Fees		14,895.00
121385	119081		Legal Fees		6.00
			Line Amount Total		14,901.00
		<b>Texas Gulf Bank Accounts Payable</b>		<b>8,462,926.15</b>	





**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS, SOUTHWESTERN DIVISION**  
**1100 COMMERCE ST, STE 831**  
**DALLAS, TX 75242-1317**

CESWD-ZA

XX Oct 21

MEMORANDUM FOR Commander, U.S. Army Corps of Engineers, Galveston District  
(CESWG-ZA), 2000 Fort Point Road, Galveston, Texas 77550

SUBJECT: Delegation of Authority Freeport Harbor Channel Improvement Project,  
Brazoria County, Texas Project-Partnership Agreement (PPA) amendment to include  
accelerated funds provision

1. The Port of Freeport, the non-federal sponsor on the Freeport Harbor Channel Improvement Project (FHCIP) request to amend the PPA with the Department of Army to include a provision to allow for the acceleration of non-federal funds toward construction of the navigation project.
2. Accordingly, I hereby approve the enclosed PPA amendment and delegate authority to the Commander, Galveston District, U.S. Army Corps of Engineers to execute this PPA amendment.
3. This delegation shall expire on 31 March 2022, unless it is extended in writing. Further, this delegation may be revoked at any time. An electronic copy of the signed PPA should be forwarded to CESWD-PDC no later than 14 days after execution of the PPA.
4. Any questions should be addressed to Ms. Becky Moyer, Deputy, Program Directorate at (469) 487-7038 or by email at [rebecca.j.moyer@usace.army.mil](mailto:rebecca.j.moyer@usace.army.mil).

Encl

CHRISTOPHER G. BECK, P.E.  
Brigadier General, USA  
Commanding

AMENDMENT NO. 1  
TO THE  
PROJECT PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
PORT FREEPORT  
FOR  
FREEPORT HARBOR CHANNEL IMPROVEMENT PROJECT

THIS AMENDMENT No. 1 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the Galveston District (hereinafter the "District Commander") and the Port of Houston Authority (hereinafter the "Non-Federal Sponsor"), represented by the Executive Director.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement on the 25th day of June 2020 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Government and the Non-Federal Sponsor wish to amend the Project Partnership Agreement to include a provision for accelerated funds; and

WHEREAS, all required committee notifications have been completed;

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the Agreement is hereby amended in the following particulars but in no others:

1. The "and" at the end of the fifth WHEREAS clause is deleted, and the following is inserted after the fifth WHEREAS clause:

"WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds (hereinafter "accelerated funds") for the immediate use by the Government for the Project; and"

2. Paragraph K. is added to Article I as follows:

"K. The term "accelerated funds" means non-Federal funds out of proportion with the Federal funds but within the ultimate non-Federal cash contribution."

3. Article II is amended by the addition of paragraph I. as follows:

"I. In addition to providing the funds required by paragraph B. of this Article, the Non-Federal Sponsor may provide accelerated funds for immediate use of the

Government. The Non-Federal Sponsor understands that use of accelerated funds shall not constitute any commitment by the Government to budget, or the Congress to appropriate, funds for this Project or to match any accelerated funds provided by the Non-Federal Sponsor; that any accelerated funds will be credited toward the Non-Federal Sponsor's cost share only to the extent matching Federal funds are provided; and that the Non-Federal Sponsor is not entitled to any repayment for any accelerated funds obligated by the Government even if the Project ultimately is not completed."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

PORT FREEPORT

BY: \_\_\_\_\_  
TIMOTHY R. VAIL  
Colonel, Corps of Engineers

BY: \_\_\_\_\_  
Phyllis Saathoff  
Executive Director/CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

November 1, 2021

Port Freeport  
Phyllis Saathoff  
1100 Cherry Street  
Freeport, Texas 77541

Dear Ms. Saathoff:

Thank you for the opportunity to work with you. This letter constitutes the proposal of McGuireWoods Consulting, LLC ("MWC") for such work, and, with your approval on behalf of you, will constitute our agreement (the "Agreement").

1. **Nature and Scope of Representation:** MWC will provide multifaceted strategic communications and media relations support to meet the Port's immediate needs and long-term goals including:

- a. Press releases, op-ed/editorial support, port website posts, general messaging and copywriting, media monitoring,
- b. Strengthen the port's relationship with local, state, and national media outlets,
- c. Identify media opportunities to share the port's success stories, and
- d. Strategic consulting, creation, and posting of social media content and monthly social media analytics reports

2. This agreement will be ongoing beginning November 1, 2021 and will terminate upon a 30 day written notice from MWC or Port Freeport.

3. **Fees:** MWC will provide the above described services for a flat fee of \$7,500 per month, with an additional fee for advertisements and social media boosts.

4. **Expenses:** Port Freeport will be responsible for expenses MWC incurs in providing services under this Agreement, including but not limited to travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to Port Freeport.

5. **Termination:** This Agreement is subject to termination by either party upon thirty (30) days' written notice, unless otherwise agreed to by the parties in writing. In the event of

termination, MWC's final bill for services performed through the effective date of termination will be on a prorated monthly basis based upon the monthly fee unless the parties have otherwise agreed in writing.

**6. Independent Contractor Status:** MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives. All content produced will remain the sole property of Port Freeport.

**7. Confidentiality:** All discussions between representatives of Port Freeport and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality will survive the termination or expiration of this Agreement.

**8. No Attorney-Client Relationship Established:** We wish to reiterate that MWC is a wholly owned subsidiary of McGuireWoods LLP, a full-service law firm serving clients throughout the United States and around the world ("McGuireWoods law firm"). From time to time various lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship with Port Freeport. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless you hire the law firm to provide legal services. If legal services are desired, a separate engagement with the McGuireWoods law firm may be established; it is not necessary for a client to engage the McGuireWoods law firm in order to obtain MWC's services, or vice versa.

**9. Conflicts of Interest:** By executing this Agreement, Port Freeport acknowledge that the Port is not represented by the McGuireWoods law firm, and consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect your interests, directly or indirectly, but are unrelated to the specific representation you have asked MWC to undertake on your behalf. Additionally, Port Freeport consents to MWC's representation of other persons and entities on matters unrelated to the specific representation Port Freeport has asked MWC to undertake on its behalf and that may adversely affect its interests, directly or indirectly.

MWC acknowledges that Port is a Governmental Authority and, as such, Port is firmly committed to making its decisions based solely on evaluation of offers that Port believes will provide Port the best value and greatest return. Basic business integrity dictates that Port's decisions be objective, be in the best interest of Port, and be in no way connected to or influenced by any other relationship. The undersigned, as a duly authorized representative of Consultant, represents, warrants and certifies on behalf of MWC that (a) MWC 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 MWC's

business) to any Commissioner, official or employee of Port, (b) no Commissioner, official or employee of Port has (directly or indirectly) solicited any such payment or contribution, and (c) MWC does not have any Relationship (as that term is hereinafter defined) with any Commissioner, official or employee of Port. For the purposes of this Agreement, a Relationship is defined as (1) the person or an affiliate of that person owns ten percent (10%) of the ownership of MWC or ownership in MWC with a fair market value of \$15,000 or more; or (2) the person or an affiliate of that person has an employment or other business relationship with MWC that results in taxable income or receipt of something of value by the person or the affiliate; or (3) the person or an affiliate of that person receives one or more gifts from MWC that have a total value of more than \$100 in one 12-month period. An "affiliate" of a person shall include a person's spouse, children or an entity owned in whole or in part by the person or such person's spouse or children. The representations, warranties and certifications made in this provision are ongoing and will remain in effect for the term of this Agreement. If any of the representations, warranties or certifications made by MWC herein cease to be correct during the term of this Agreement, and in any event prior to making any payment or contribution to or forming a Relationship with a Commissioner, official or employee of Port, MWC will notify Port by filing a written statement with the Board Secretary of Port through the office of the Executive Port Director. MWC will be in default under the terms of this Agreement if (i) any of the representations, warranties or certifications made herein are false or misleading in any material respect, (ii) MWC fails to disclose any matter required to be disclosed hereunder, or (iii) MWC makes a payment or contribution to a Commissioner, official or employee of Port without first disclosing the nature of the payment to be made as provided herein.

**10. Limitation of Liability:** MWC's maximum liability relating to services rendered under this Agreement (whether in tort, contract, strict liability, or otherwise) will be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event will MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.), even if it has been advised of the possible existence of such damages. This provision will survive the termination or expiration of this Agreement.

**11. Venue.** Exclusive venue for any issue arising out of this agreement shall be state district court in Brazoria County, Texas.

**12. Amendment:** Any amendment to this Agreement must be mutually agreed to in writing by both parties.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this Agreement on behalf of Port Freeport and return the signed version to me at [afloyd@mwcllc.com](mailto:afloyd@mwcllc.com) or fax it to my attention at 512-617-4591. If you do not return a signed Agreement but continue to instruct us on this engagement, that will constitute your acceptance of these terms. We look forward to working with you.

Sincerely,

McGUIREWOODS CONSULTING LLC

By: \_\_\_\_\_  
Abigail Floyd  
MWC Advocacy Vice President

By: \_\_\_\_\_  
Tony Gius  
MWC Advocacy Senior Vice President

Approved:  
Port Freeport

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

Customer : Port Freeport  
Project: Automation Builder and CMS  
Upgrade, 2 STS  
Your Ref :



## Commercial Proposal

ABB Ref: **KR20050701-D1**  
Page: 1(5)

Nov. 1, 2021

Attention: Mr. Don Mullett  
Address: Port Freeport  
575 Pete Schaff Blvd  
Freeport, TX 77541

E-mail : mullett@portfreeport.com  
Phone : (979) 233-2667 ext: 5337

Project:	ABB Reference :
Automation Builder and CMS Upgrade, 2 STS	KR20050701-D1
Location:	Your Reference :
Freeport, TX	

Thank you for your inquiry. ABB is pleased to submit this proposal for your project, Automation Builder and CMS Upgrade, 2 STS. We encourage you to review the scope of supply carefully to ensure we have covered all your expectations.

We are confident our proposal will be attractive to you and thank you for considering ABB to meet your needs. Please contact our office at your convenience with any questions or to request further information or clarifications.

Steven Deutsch  
Business Development Manager  
ABB Inc., Ports Services  
Phone: 262-395-1763  
Cell: 414-412-2857  
Fax: 262-395-2242  
E-mail: [steven.deutsch@us.abb.com](mailto:steven.deutsch@us.abb.com)

Carl Strasser  
Account Manager  
ABB Inc., Ports Services  
Phone: 262-395-1906  
Cell: 414-870-1972  
Fax: 262-395-2242  
E-mail: [carl.strasser@us.abb.com](mailto:carl.strasser@us.abb.com)

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## 1. Scope of Supply

Item	Description		
1	Upgrade Two (2) Crane Sets, Automation Builder and CMS		
	L001087		
	Current setup: OS XP/CMS v 7.x/Cabin view (Y)/CB 5.0/ PLC v. AC800/Drive v ACS800		
	HW/SW	CMS Computer Hardware with Windows 10	2
	HW	CMS Display Monitor	2
	HW	Keyboard and Mouse	2
	HW	Power supply Kit 24V, including battery module and UPS for CMS / Cabin view	2
	SW lic.	DriveWindow 2.x Delivered with latest SW for Windows 10 (SW only), English version	2
	HW/SW	Cabin view 15" integrated hardware panel PC with touch, Windows 10	2
	SW lic.	Control builder 6.0 license	2
	SW lic.	CMS upgrade license	2
	SW lic.	Cabin View upgrade license	2
	SW CMS	Assess master CMS SW configuration and plugins (required from site)	1
	SW CMS	Assess master PLC SW (required from site)	1
	SW CMS	Configure SW for Control builder	1
	SW CMS	Configure CMS-application with Windows 10	1
SW CV	Assess master Cabin View SW configuration and plugins	1	
SW CV	Configure new Cabin View-computer with Windows 10	1	
SW test	Pre-test CMS/PLC in lab	1	
2	Spare CMS Computer Hardware with Windows 10		
	Hot back-up with loaded and configured upgraded CMS image		
3	Spare Cabin view 15" integrated hardware panel PC with touch, Windows 10		
	Hot back-up with loaded and configured upgraded Cabin View image		

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## 2. Price Schedule

Items	Description	Qty	Price per unit [USD]	Total Price [USD]
1	<b>Upgrade Two (2) Crane Sets, Automation Builder and CMS</b>	1	\$51,750.00	\$51,750.00
2	<b>Spare CMS Computer Hardware with Windows 10</b> (Project pricing offered. <u>Spare Part Price</u> is \$4,461 each)	2	\$4,050.00	\$8,100.00
3	<b>Spare Cabin view 15" integrated hardware panel PC with touch, Windows 10</b> (Project pricing offered. <u>Spare Part Price</u> is \$5,698 each)	2	\$5,005.00	\$10,010.00
4	<b>On-Site Work</b>  1. Equipment installation supervision and testing of crane operation after installation is completed for two (2) cranes, estimate is 4 regular work days / 8 hours / day. hours.  All On Site work hours will be billed at actual (Time & Material basis) according to ABB Standard Service Rate Sheet in effect at time of the service. Time estimated is 32 RT hours.	32	\$286.00	\$9,152.00
5	<b>Travel Hours</b>  Travel hours will be billed at actual, rate \$200.00. Time estimated is 3 hours round trip. Based on utilizing local Houston based engineer.	3	\$200.00	\$600.00
6	<b>Travel Expenses</b>  Estimated travel and living expenses will be billed at actual plus 10% handling fee according to ABB Standard Service Rate Sheet at the time of the service. Expenses estimate is based on 1 trip. Based on utilizing local Houston based engineer.	1	\$1,700.00	\$1,700.00
	<b>Total Estimate</b>			<b>\$81,312.00</b>

Variations in the Scope of Supply, delivery time or terms and conditions are subject to price adjustment.

### Comments to Proposal

- 1) Crane process graphics in CMS-views will remain the same after upgrade.
- 2) Installation will be carried out by customer under ABB supervision.
- 3) Includes drawing update of any changes, L001087 3 STS plant circuit diagram.
- 4) Includes monitor, keyboard, and mouse in PLC room.

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### 3. Delivery

Delivery time is based on current factory loading and is subject to confirmation at time of order receipt.

Item	Terms (INCO 2010)	Time*
1-3	DAP, Port Freeport, Freeport, TX.	16-18 weeks
4-6	N/A	Schedule TBD and agreed with customer based on Houston engineer availability.

\*Commencing on the date of ABB Order Acknowledgement.

### 4. Validity

This proposal is valid for a period of 60 days from the date of this proposal. Should the project be delayed beyond these dates ABB reserves the right to adjust prices to reflect changes in costs and/or exchange rates.

### 5. Terms of Payment

Pricing is based on the following terms of payment:

Items 1-3      30% invoiced upon ABB order acknowledgement  
70% Invoiced upon notification of readiness to ship

Items 4-6      100% Upon completion of commissioning or return to Commercial Operation

All invoices net 30 day terms.

### 6. Warranty

Earlier of 12 months after installation or 18 months after delivery per ABB Inc. General Terms and Conditions of Sale (attached below).

### 7. General Terms and Conditions

This proposal is based on ABB Inc. General Terms and Conditions of Sale, Document ABBGTC062513 attached, shall apply unless otherwise agreed upon in writing. This proposal shall be read in conjunction with the attached Terms and Conditions. In the event of a conflict between this proposal and the attached Terms and Conditions, then this proposal takes precedence.

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## 8. ABB Safety Statement

Purchaser shall provide a safe working environment for Seller's (called later ABB) personnel at all times and shall be solely responsible for Purchaser's and its suppliers' (other than ABB) compliance with all applicable safety laws, rules, regulations and standards at the job site, including but not limited to all necessary accident prevention measures, safe and properly working equipment, and OSHA requirements. Purchaser shall provide any necessary assistance should any of ABB's personnel suffer an accident or become ill while on site for Purchaser. Purchaser's safety officer/supervisor or equivalent shall be present at the site where the services are being performed. ABB's personnel may, at their option, conduct an assessment at the site to ensure compliance with health and safety standards. Where the condition(s) at the site are reasonably determined by ABB to be unsafe, ABB shall be entitled at any time to suspend the services or the performance of this order. In such an event ABB shall not be deemed to be in breach of the contract or be liable to Purchaser by reason of such conduct and Purchaser shall compensate ABB proportionally for its efforts until suspension of service or performance of this contract.

## 9. COVID-19 Statement

If after submission of Supplier's bid or during the term of the agreement there are any measures taken by authorities, by Supplier or others (including without limitation vendors or subcontractors) in connection with the current coronavirus (2019-nCoV or later versions) outbreak, which affect the performance of the agreement including but not limited to cost and/or time, an equitable adjustment to the agreement must be made – as notified and based on documentation provided by the Supplier – to:

- (i) the date of delivery or completion,
- (ii) the price, which must be increased to compensate Supplier for any increase in costs, or
- (iii) any other Supplier's commitments or obligations.

Supplier is entitled to terminate the agreement for convenience after 60 days of a measure taken that prevents Supplier to comply with the original scheduled performance of the agreement. The Supplier shall then be entitled to compensation for the loss he has suffered due to the termination.

## 10. Chip and Commodity Shortage

The parties are aware of the risk of shortage of electronic components worldwide for the foreseeable future, as well of market fluctuations in the availability and cost of other raw materials, commodities, and other critical components. Notwithstanding anything in the contract/terms and conditions/purchase order to the contrary, if after the date of ABB's Proposal or during the term of the performance of the contract/purchase order there are any changes to availability and market conditions for electronic components, raw materials and/or commodities, ABB is entitled to relief in the schedule of the performance or delivery of the work identified in the contract/purchase order through a mutually agreed equitable adjustment to the contract/purchase order – as notified and based on documentation provided by ABB - to (i) the date of delivery or completion, (ii) the price, which may be increased to compensate ABB for any documented increase in components, raw materials and/or commodity costs, or (iii) any other of ABB's commitments or obligations taking into account the impact of such changes to availability and market conditions for the components, raw materials and/or commodities. Liquidated damages shall not apply for delays if and to the extent caused, either directly or indirectly, shortages of electronic components, raw materials and/or commodities. All delivery set out herein are all subject to final written confirmation by ABB

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# ABB Inc., BL Marine and Ports – Ports Service

## US LBL – Field Service Rates valid from January 1<sup>st</sup> 2021

Category	Description	Rate
a) Field Service - PWH [Primary Working Hours]	8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday	\$286.00
b) Field Service Overtime Work	Monday thru Friday 00:01 to 07:00; 19:00 to 24:00; All time in excess of 8 hours per day	PWH x 1.5
	All day Saturday	PWH x 1.5
	All day Sunday or ABB Observed Holidays	PWH x 2.0
c) Senior Engineer, Consulting, and/or Project Management		\$342.00
d) Telephone Support	A minimum of one (1) hour is charged per request.	\$400.00
e) Travel Time	Regular, Overtime Sunday and Holidays	\$200.00
f) Travel Expenses	Airfare, rental car, lodging, etc.	Net cost plus a 10% admin. charge
g) Meal Allowance Inside US	Per day	\$55.00/day* plus a 10% admin. charge
h) Meal Allowance Outside US	Per day	\$86.00/day* plus a 10% admin. charge
i) Mileage	Chargeable	\$ 0.58/mile* plus a 10% admin. charge
j) Stand By / Quarantine	Engineer specifically reserved and/or held and cannot be dispatched to another customer job site.	\$286.00

Service rates and conditions are subject to change without notice.

\*Or Current GSA Standard Rates

### ABB Inc. 2021 Observed Holidays

Holiday	Day and date which will be observed as holiday
New Year's Day	Friday, January 1
Martin Luther King Day	Monday, January 18
President's Day	Monday, February 15
Memorial Day	Monday, May 31
US Independence Day [observed]	Monday, July 5
Labor Day	Monday, September 6
Veteran's day	Thursday, November 11
Thanksgiving Day	Thursday, November 25
Day after Thanksgiving	Friday, November 26
Christmas Eve [observed]	Thursday, December 23
Christmas Day [observed]	Friday, December 24

## ABB Port Services Conditions of Service

### Overtime Hours

- 1) For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours [PWH] or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:
  - a. All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
  - b. All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
  - c. All work performed on Sunday or national or ABB holiday is charged at two times the labor rate (Base Service Labor Rate X 2).
- 2) Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.
- 3) Other chargeable time will be invoiced which may include additional Primary Working Hours and/or Overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.
- 4) A minimum of four (4) hours is charged for any service call to a client's facility.
- 5) ABB Inc. General Terms and Conditions of Sales apply.
- 6) All orders are subject to credit approval by ABB.
- 7) The standard delivery lead-time for parts and materials is eight weeks from acceptance of order unless otherwise stated. Late penalties/charges not accepted.
- 8) All information contained herein is proprietary data of ABB Inc. and no disclosure, reproduction or use by third parties may be made without written permission of ABB.
- 9) Customer approves the use of their company names in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.
- 10) ABB Safety Statement: Customer shall provide a safe working environment for ABB's personnel at all times and shall be solely responsible for Customer's and its suppliers' (other than ABB) compliance with all applicable safety laws, rules, regulations and standards at the job site, including but not limited to all necessary accident prevention measures, safe and properly working equipment, and OSHA requirements. The minimum ABB personnel rest period between the end of shift to beginning next shift shall be 10 hours plus transit time to/from domicile. Customer shall provide any necessary assistance should any of ABB's personnel suffer an accident or become ill while on site for Customer. Customer's safety officer/supervisor or equivalent shall be present at the site where the services are being performed. ABB's personnel may, at their option, conduct an assessment at the site to ensure compliance with health and safety standards. Where the condition(s) at the site are reasonably determined by ABB to be unsafe, ABB shall be entitled at any time to suspend the services or the performance of this order. In such an event ABB shall not be deemed to be in breach of the contract or be liable to Customer by reason of such conduct and Customer shall compensate ABB proportionally for its efforts until suspension of service or performance of this contract.
- 11) COVID 19 Statement: - If after submission of Supplier's bid or during the term of the agreement there are any measures taken by authorities, by Supplier or others (including without limitation vendors or subcontractors) in connection with the current coronavirus (2019-nCoV or later versions) outbreak, which affect the performance of the agreement including but not limited to cost and/or time, an equitable adjustment to the agreement must be made – as notified and based on documentation provided by the Supplier – to:
  - (i) the date of delivery or completion
  - (ii) the price, which must be increased to compensate Supplier for any increase in costs, or
  - (iii) any other Supplier's commitments or obligationsSupplier is entitled to terminate the agreement for convenience after 60 days of a measure taken that prevents Supplier to comply with the original scheduled performance of the agreement. The Supplier shall then be entitled to compensation for the loss he has suffered due to the termination.

# ABB Inc. General Terms and Conditions of Sale

## 1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

## 2. Prices.

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

## 3. Payment.

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.

## 4. Changes.

- (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

## 5. Delivery.

- (a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
- (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.
- (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

## 7. Inspection, Testing and Acceptance.

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.
- (b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

## 8. Warranties and Remedies.

- (a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
- (e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. Laws and Regulations. ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

13. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

23. Indemnification. Purchaser shall defend, indemnify and hold harmless ABB and its affiliates from and against any and all claims, causes of action, or demands related to personal injury (including death) or property damage arising out of or resulting from any specifications of Purchaser, including any changes to software requested by Purchaser (e.g., changes to speed limits, stop or slow-down limits, etc.).



**M E M O R A N D U M**

**TO:** Commissioners  
Chief Executive Officer

**FROM:** Rob Lowe  
Mary Campus

**DATE:** November 2, 2021

**SUBJECT:** Workers Compensation Insurance

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The renewal of the Port's workers compensation policy with Texas Association of Counties is based on the fiscal year 2022 budget for salaries and wages. The estimated premium for 2022 is \$34,750. The final actual premium is calculated at the end of each calendar year and trued up based on actual payroll.

Texas Association of Counties is a pool of government entities that share in the workers compensation and has proven to provide the coverage at a discounted premium. The Port has utilized this service for over 25 years. We do have the coverage reviewed and priced by the Port's insurance broker to make sure it is still competitive and the best value.

**PORT COMMISSION**

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



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION INVOICE SUMMARY

Member Name: Port Freeport

Coverage Period: January 1, 2022 - January 1, 2023

SUMMARY	
Pool Target Modifier	1.12
Multi-line Discount	\$0
Alliance Participation Discount	\$0
2022 Estimated Workers' Compensation Contribution	\$34,750

BREAKOUT					
Class Code	Class Code Description	Number of Employees	Estimated Payroll	Cost Allocation Factor	Contribution
083910	Auto Mechanics	2	\$162,967	2.730500	\$4,450
090140	Bldg. Maintenance & Janitors	3	\$260,412	4.121269	\$10,732
088090	Chief Of Commissions & Directors	11	\$958,520	0.076556	\$734
088100	Clerical	20	\$1,176,399	0.344502	\$4,053
051900	Electrical Wiring W/In Buildings	5	\$495,411	1.441806	\$7,143
086010	Engineers, Surveyors	3	\$399,648	0.012759	\$51
087420	Juv Probation, Collectors, Sales	3	\$401,481	0.905914	\$3,637
077200	Law Enforcement	1	\$135,791	2.909131	\$3,950
	Total Payroll/Employees	48	\$3,990,629		\$34,750

FINANCIAL SUMMARY	
2022 Estimated Workers' Compensation Annual Contribution	\$34,750
2022 Estimated Workers' Compensation Prorata Contribution	\$34,750



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Workers' Compensation Contribution & Coverage Declaration

Named Member: Port Freeport

Coverage Period: January 1, 2022 through January 1, 2023

This Contribution & Coverage Declaration (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sublimits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

WORKERS' COMPENSATION	LIMITS
<b><i>Workers' Compensation Coverage: Part One of the Coverage Document applies to the Workers' Compensation Law in the State of Texas.</i></b>	
Each Accident	Statutory
Each Employee for Disease	Statutory
<b><i>Employers' Liability Coverage: Part Two of the Coverage Document applies to the work in the State of Texas. The Limits of the Pool's Liability under Part Two are:</i></b>	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Claimant
Aggregate per coverage period	\$2,000,000
<b><i>Optional Coverage</i></b>	
Elected Officials	Yes
Volunteers - Fire Fighters	No
Volunteers - Law Enforcement	No
Volunteers - Emergency Medical Personnel	No
Volunteers - All Others	No
Jurors	No
Election Workers (non-employees)	No
<b>WORKERS' COMPENSATION DEDUCTIBLE</b>	
Deductible (per Occurrence)	\$0
<b>WORKERS' COMPENSATION ANNUAL CONTRIBUTION</b>	<b>\$34,750</b>

## 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 17<sup>th</sup> day of November, 2021, 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.

Nov 17, 2021 Resolution  
Exhibit A - Resale Offers

Account Number	Legal Description	In Trust To	Adjudged Value	Required Opening Bid	Amount Bid
4841-0031-110	Hervey #2 (A0020 S F AUSTIN DIV 18) LOT 15A1A, CAUSE #93T5286 ACRES 0.209	BRAZORIA COUNTY	\$3,190.00	\$4,741.44	\$800.00
0158-0013-120	A0158 G M BRYAN TRACT 1D2 ACRES 0.15	ANGLETON ISD	\$8,170.00	\$8,170.00	\$4,085.00
Totals			\$11,360.00	\$12,911.44	\$4,885.00

## **RESOLUTION TO FUND PORT RESERVE FOR CAPITAL IMPROVEMENTS**

At a regular meeting of the Port Commission of Port Freeport held in the office of said Port at 1100 Cherry Street, Freeport, Texas, on the 17<sup>th</sup> day of November 2021, among other business came on to be considered the following resolution, which upon motion duly made and seconded was adopted by the 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 Port has levied an operation and maintenance tax rate of \$0.023394 per \$100 of assessed valuation for tax year 2021, which is expected to produce maintenance and operations tax revenues of \$3,627,381 to be applied to pay maintenance and operations expenses of the Port.
3. Pursuant to the Port's Master Resolution Approving a Revenue Financing System and the supplemental resolutions adopted thereunder, the Port may utilize revenues available after paying operations and maintenance expenses, paying debt service on outstanding revenue obligations, establishing and replenishing debt service reserve funds, and paying other obligations payable from revenues of the Port for any lawful purposes of the Port.
4. The Port previously established a Port Reserve for Capital Improvements account for the purpose of funding Freeport harbor improvements, capital and maintenance dredging, dredge disposal area improvements, land purchased and any other approved Port capital improvements or capital maintenance items.
5. The Port desires to transfer \$3,627,381 from Port revenues available following the payment of the amounts described in the paragraph 3, above, into the Port Reserve for Capital Improvements.
6. Each fiscal year, the Commission shall review such Port Reserve for Capital Improvements fund balance and approve the amount of contributions to and use of funds from such account.

NOW, THEREFORE, BE IT RESOLVED, that the Port having authorized the creation of the Port Reserve for Capital Improvements effective October 22, 2015, directs that \$3,627,381 of available revenues be placed into the Port Reserve for Capital Improvements.

## **RESOLUTION AUTHORIZING A CONTRIBUTION TO THE PORT FREEPORT RETIREMENT PLAN**

At a regular meeting of the Port Commission of Port Freeport at the office of said District at 1100 Cherry Street, Freeport, Texas, on the 17<sup>th</sup> day of November 2021, 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. Port Freeport ("Port" or "Employer") has heretofore adopted a "Flexible Nonstandardized Safe Harbor Profit Sharing Plan Agreement" establishing the "Port Freeport Retirement Plan" (the "Plan") effective January 1, 2000.
3. Employer has heretofore adopted a Group Annuity Contract with the MassMutual Financial Group, Contract No. GA-7649, effective January 1, 2001.
4. Per agreement with MassMutual Financial Group, Employer serves as Plan Administrator of the Plan.
5. Upon recommendation of Management, it is found to be in the best interest of the Port for Employer to make a contribution of 6.0 percent (0.060) of Plan eligible wages to the "Port Freeport Retirement Plan" for the plan year ending December 31, 2021.

Now, therefore, BE IT RESOLVED, that the Port, as Employer, hereby authorizes a contribution a contribution of 6.0 percent (0.060) of Plan eligible wages to the Port Freeport Retirement Plan for the plan year ending December 31, 2021.

**RESOLUTION OF RECOGNITION HONORING GARY BASINGER,  
ECONOMIC DEVELOPMENT ALLIANCE FOR BRAZORIA COUNTY**

At a regular meeting of the Port Commission of Port Freeport (“Port”) held at the office of said District at 1100 Cherry Street, Freeport, Texas, on the 17<sup>th</sup> day of November 2021, among other business, on motion duly made and seconded, the following Resolution was passed and adopted:

**WHEREAS**, Gary Basinger was named President and CEO of the Economic Development Alliance for Brazoria County (“The Alliance”) in 2018.

**WHEREAS**, Basinger is a 1980 graduate of Texas A&M University with a Bachelor’s degree in Agronomy and a 1991 graduate of Texas A&M University with a Bachelor’s degree in Economics.

**WHEREAS**, prior to coming to Brazoria County, Basinger was Vice President of existing industries at the Corpus Christi Regional Economic Development Corp., and also served as vice president of business development at the Research Valley Partnership in the Bryan/College Station area from 2000-2005.

**WHEREAS**, Basinger began his career in Economic Development in 1992 and joined The Alliance in April 2008 where he served as Vice President Existing Business Retention & Development until his current position.

**WHEREAS**, during Basinger’s tenure, companies have invested more than \$30 billion in creating jobs and prosperity for the communities in the Brazoria County.

**NOW, THEREFORE, BE IT RESOLVED**, the Port Commission of Port Freeport, by adoption of this Resolution, is honored to recognize Gary Basinger and his years of outstanding contributions, leadership and service to The Alliance and the communities of Brazoria County; and we extend our best wishes to Mr. Basinger as he embarks in the next chapter of his life.

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John Hoss, Chairman

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Rob Giesecke, Asst. Secretary

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Rudy Santos, Vice Chairman

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Ravi K. Singhanian, Commissioner

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Dan Croft, Secretary

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Shane Pirtle, Commissioner



## **RESOLUTION OF RECOGNITION HONORING MILLICENT VALEK, BRAZOSPORT COLLEGE**

At a regular meeting of the Port Commission of Port Freeport (“Port”) held at the office of said District at 1100 Cherry Street, Freeport, Texas, on the 16<sup>th</sup> day of December 2021, among other business, on motion duly made and seconded, the following Resolution was passed and adopted:

**WHEREAS**, Millicent Valek became the fourth president of Brazosport College in 1996 and is the college’s longest serving president.

**WHEREAS**, Valek holds a Bachelor’s degree from the University of Texas at Austin, a Master’s degree from Texas State University and earned her Ph.D. through Community College Leadership Program at the University of Texas at Austin where she received the Distinguished Graduate Award from the College of Education.

**WHEREAS**, prior to joining Brazosport College, Valek served as Vice President for Academic Affairs at Arizona Western College and as Director of Faculty Development at Austin Community College.

**WHEREAS**, Valek’s tenure has led Brazosport College to many achievements, including being named as one of the Top 10 Community Colleges in the nation by the Aspen Institute in 2013 and 2015.

**WHEREAS**, Valek has guided through recovery and response efforts to Hurricane Ike in 2008, Hurricane Harvey in 2018 and the ongoing COVID-19 pandemic.

**WHEREAS**, under Valek’s leadership, Brazosport College has been designated a Leader College of Distinction by Achieving the Dream.

**WHEREAS**, under Valek’s leadership, Brazosport College gained legislative authority to offer one of the first baccalaureate degrees at a Texas Community College.

**WHEREAS**, under Valek’s leadership, Brazosport College successfully completed two capital campaigns and bond referendum election which paved the way in building The Clarion at Brazosport College, the Dow Academic Center at Brazosport College, the BASF Center for Process Technology; the Byron and Sandra Sadler Health Professors/Science Complex, the BCPC Welding Technologies Lab; the Bill & Julia May Children’s Center; the Corporate Learning Center at Brazosport College; the MEGlobal Student Pavilion; and the revitalization of the Library & Student Resource Center.

**WHEREAS**, a hallmark of Valek’s presidency has been the development of a dynamic strategic planning process leading to the accomplishment of major initiatives for the college and community it serves, including...

- Establishment and launch of the Brazosport College JumpStart program;
- Creation of the Catalyst Program;
- Establishment of ACE it; and
- Establishment of the President’s Circle.

**NOW, THEREFORE, BE IT RESOLVED**, the Port Commission of Port Freeport, by adoption of this Resolution, is honored to recognize Millicent Valek and her years of outstanding contributions, leadership and service to Brazosport College, the students and our community; and we extend our best wishes to Ms. Valek as she embarks in the next chapter of her life.

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John Hoss, Chairman

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Rob Giesecke, Asst. Secretary

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Rudy Santos, Vice Chairman

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Ravi K. Singhania, Commissioner

---

Dan Croft, Secretary

---

Shane Pirtle, Commissioner



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(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 373-0023  
WWW.PORTFREEPORT.COM

## Quote Summary for Arctic Wolves Managed Network Security Services

Vendor	GSA Quote?	Amount
Waypoint	Yes	\$144,073.84
Broadleaf Group	No	\$145,300.13
FreeIT	No	\$151,465.94

**Budgeted amount (2021 Port Security Grant): \$148,000\***

\*75% Grant Revenue: \$111,000

\*25% Port Share: \$37,000

### PORT COMMISSION

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