



**GALVESTON WHARVES**

# PORT OF GALVESTON GROUND TRANSPORTATION MANUAL

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**Parking and Ground Transportation Department**

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# Section 1

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## INTRODUCTION AND OBJECTIVES

The establishment of this ground transportation manual by the Board of Trustees of the Galveston Wharves, also known as the Port of Galveston (hereafter, “the PORT”) is intended to promote high quality, safe, and convenient ground transportation services for the traveling and shipping public. Through our customer service efforts and our work with the ground transportation operators, we will ensure that they are able to offer a high-quality service that is in accordance with the rules, regulations, and laws imposed by the State of Texas, the City of Galveston, and the PORT. Enactment of reasonable standards, regulations, and procedures for conducting ground transportation operations is instrumental in our effort to ensure efficient use of limited PORT facilities. Persons entering onto PORT property are deemed to have agreed to the terms, conditions and requirements of this Manual for all purposes.

## AUTHORITY

The PORT is vested with exclusive management and control of the property included within the Port’s boundaries. This includes the authority to make rules and regulations consistent with the Constitution and laws of the State of Texas and those of the United States of America, for the promotion and conduct of navigation, commerce, and industry within the PORT’s boundaries.

In some instances, the PORT has entered into agreements with individual companies concerning matters included in this Manual. To the extent provisions of those agreements conflict with this Manual, those agreements shall control. Otherwise, the terms and conditions of this Manual are intended to be incorporated by reference into all such agreements. The adoption of these rules and regulations is not intended and shall not be construed, to grant any property rights or expectation to any person whomsoever. The PORT expressly reserves the right to amend these rules and regulations at any time and in any respect. Additionally, the PORT reserves the right to limit or restrict access to any area of the PORT without the issuance of prior notice for reasons including, but not limited to: the safety and security of the general public, construction within the PORT, or acts of God. The failure to pay fees in a timely manner and/or the failure to obtain a user license and/or permit in a timely manner may also result in a range of actions, including but not limited to the denial of access to PORT property.

Operators, Permit Holders, Concessionaires, Drivers, and Affiliates shall at all times comply with the terms of this Manual and all other rules, regulations, and policies of the PORT and the terms of this Manual, unless modified in a written Operating Agreement they have entered with the PORT. The PORT may conduct, or contract with a third party to conduct, compliance inspections

regarding this Manual and all other PORT rules, regulations, and policies. Compliance with applicable federal, state, and local laws, regulations, and ordinances is required of all Operators, Permit Holders, Concessionaires, Drivers, and Affiliates at all times.

## DEFINITIONS

**Access:** To enter upon premises owned, operated, or controlled by the Board of Trustees of the Galveston Wharves.

**Active Loading:** The term “Active Loading” shall mean the active and on-going process of boarding passengers and/or luggage, and the loading of materials and supplies into a Commercial Vehicle at the PORT.

**Active Unloading:** The term “Active Unloading” shall mean the active and on-going process of disembarking passengers and/or luggage and the unloading of materials and supplies from a Commercial Vehicle at the Port.

**Affiliate:** The term “Affiliate” shall mean individually, collectively, or in any combination an owner, partner, shareholder, officer, employee, driver, independent contractor, individual, or agent of a Permit Holder, Operator, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company or another person who engages in Ground Transportation Operations within the PORT Jurisdictional Area. A Porter shall also be deemed to be an Affiliate for purposes of these Rules and Regulations.

**Authorized Representative:** The term “Authorized Representative” shall mean an owner, partner, officer, manager, or designated representative listed on a Permit Holder’s or Concessionaire’s Permit Application on file with the PORT.

**Automatic Vehicle Identification System (AVI) System:** The automatic vehicle identification system used within PORT property.

**Automobile:** The term “Automobile” shall mean any passenger motor vehicle, including pickup trucks, vans, sport utility vehicles, and station wagons. The term Automobile shall not include trucks (except pickup trucks), motorcycles, or any vehicles of a length that would obstruct vehicle circulation.

**Barnacle Immobilization Device:** The term “Barnacle Immobilization Device” is a light-weight traffic enforcement device equipped with GPS that is attached to a vehicle’s windshield using two large suction cups, preventing a vehicle from being driven by blocking the view of anyone attempting to operate the vehicle.

**AVI Transponder or Decal:** A PORT issued or PORT approved RFID Decal that transmits a signal for automatic vehicle identification and that which is compatible with the PORT’s AVI System.

**Board of Trustees of the Galveston Wharves:** The governing body of the PORT, a separate utility of the City of Galveston and a political subdivision of the State of Texas.

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**Bus:** A Commercial Vehicle designed for carrying fifteen (15) or more persons, not including the Driver.

**Bus Service:** the business of offering or providing transportation of people for hire by Bus, whether the fare is paid by individuals boarding the Bus or by contract with or for a specified group or people, when: a driver or referral to a driver is furnished as part of the service; and the service is offered either as a Charter Bus Service or a Special Bus Service.

**Charter Bus Owner or Operator:** The Owner or Operator of a Charter Bus Service.

**Charter Bus Service:** A Bus Service for the transport of people belonging to a specified group that is offered only upon a prearranged basis, the prearrangement being made at least one hour in advance of the time the transportation is to begin.

**Commercial Business Entity:** means any Person, as defined in this Manual, engaged in commercial, industrial or institutional operations in connection with which money or anything of value is paid, demanded or expected by passengers, customers, or other users, but does not include the federal government of the United States, the State of Texas, the City of Galveston, the PORT or any of their departments, agencies or political subdivisions.

**Commercial Staging and Parking Areas:** The term “Staging and Parking Areas” shall mean areas authorized for Commercial Vehicle Parking either inside or outside the Commercial Zones as designated and identified by the Director of Mobility. These designated Staging and Parking Areas for certain Commercial Vehicles may be temporarily modified or re-designated by the Director of Mobility.

**Commercial Vehicle:** The term “Commercial Vehicle” shall mean any vehicle engaged in transporting passengers for a Commercial Business Entity or for compensation, regardless of whether the compensation for such service is paid directly, indirectly, or at all by the passenger(s) being transported. The term Commercial Vehicle shall exclude vehicles being operated by a governmental entity.

**Commercial Zone:** The term “Commercial Zone” means those areas designated for Ground Transportation Operations and shall include, but not be limited to roads, roadways, loading/unloading areas, parking areas, and sidewalks.

**Concessionaire:** The term “Concessionaire” means a Person or Operator engaged in Ground Transportation Operations, who has entered into a valid written agreement pursuant to which the Person or Operator agrees to compensate the PORT in exchange for enumerated considerations.

**Courtesy Vehicle:** The term “Courtesy Vehicle” shall mean any Commercial Vehicle engaged in transporting passengers between the Port and any facility of a Permit Holder without any direct charge to the passengers.

**Cruise Line Operator:** The term “Cruise Line Operator” shall mean a Person that operates one or more cruise vessels which berth at the PORT.

**Cruise Ship Terminal Complex:** The term “Cruise Ship Terminal Complex” refers to any area within the boundaries of property owned, leased or controlled by the PORT, located within 400 feet of a cruise passenger terminal building (or any part thereof). The PORT may promulgate a map or other description of a Cruise Ship Terminal Complex.

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**Destination Management Company:** The term “Destination Management Company” (“DMC”) shall mean a Person whose business includes the design and implementation of events, weddings, activities, tours, transportation, and program logistics for groups and conventions. Destination Management Companies must be registered with the PORT and will be responsible for any fees relating to their operation.

**Director of Mobility:** The term “Director of Mobility” and “Mobility Director” are interchangeable and shall mean a Person who is authorized by the PORT to be responsible for the administration of Ground Transportation services, including the registration and the collection of operational fees on behalf of the PORT. Additionally, the Mobility Director is also responsible for the administration and operation of the PORT parking facilities, including the collection of parking fees associated with that operation.

**Director of Public Safety:** The term “Director of Public Safety” and “Public Safety Director” are interchangeable and shall mean an individual authorized by the PORT to administer and enforce the PORT’s Rules and Regulations, including those set out in this Manual. Enforcement may be by members of the PORT Police Department or by other agents assigned to perform enforcement duties.

**Driver:** The term “Driver” means an individual who operates a Commercial Vehicle.

**Dwell Period:** The Term “Dwell Period” shall mean the period of time in which a vehicle is idle on port property in which the vehicle is not actively “loading” or “unloading” passengers and/or luggage or materials and supplies from a Commercial Vehicle at the Port.

**Facility:** The term “Facility” shall mean a physical location that is owned, leased, subleased, or otherwise legally maintained by a Permit Holder for business purposes.

**Geo-Fence:** The term “Geo-Fence” shall mean the PORT-established boundaries defined by Geographic Information System coordinates.

**Geo-Fence Area:** The term “Geo-Fence Area” shall mean the boundaries as defined by the PORT Parking and Ground Transportation Department.

**Ground Transportation Manual (GTM):** This Manual, as amended from time to time, which is an extension of the Galveston Wharves Tariff and its amendments.

**Ground Transportation Division:** The term “Ground Transportation Division” shall mean the division within the PORT for the administrative oversight, enforcement, and regulation of Ground Transportation Operations within the PORT’s Jurisdictional Area.

**Ground Transportation Operations:** The term “Ground Transportation Operations” shall mean the act of providing or facilitating ground transportation services within the PORT. Ground Transportation Operations shall include, but are not limited to, the transporting of passengers to, from, or around the PORT in a Commercial Vehicle. This term shall also include the transportation-related activities of a Vehicle for Hire, Driver, Starter, Courtesy Vehicle Operator, Destination Management Company, Resort Transportation Service Provider, Cruise Line Operator, Tour Operator, Rental Car Operator, Off-Port Parking User, and/or a Person performing related tasks.

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**Limousine:** A motor vehicle operated for commercial purposes that shall not have a taximeter, which is a luxury sedan with a manufacturer's rated seating capacity of not more than fifteen (15) passengers that is used for the transportation of people.

**Loading Zone:** The term "Loading Zone" shall mean a parking space or group of parking spaces located in the Commercial Zone designated for Commercial Vehicle loading and unloading of passengers and luggage.

**Luggage:** The term "Luggage" shall mean Passenger's items including, but not limited to, carry-on luggage, suitcases, duffel bags, boxes, sporting equipment, pets, or any other item belonging to or in the possession of a Passenger.

**Manual:** This Ground Transportation Manual.

**Notice of Violation:** The term "Notice of Violation" or "NOV" shall mean a notice, prepared by an officer or agent of the Director of Public Safety regarding an incident or action that the officer or agent believes constitutes a violation of this Ground Transportation Manual. The form shall set forth at a minimum, the name of the Person involved (if known), the name of the Permit Holder(s) or company involved (if known), the nature of the alleged violation, and the name of the issuing Agent, the nature of the violation, and the fine or other penalty sought to be imposed.

**Off-Port Parking Facility:** The term "Off-Port Parking Facility" shall mean a parking lot, garage, or facility located outside the PORT's jurisdictional area which is operated by an Off- Port Parking User.

**Off-Port Parking User:** A Commercial Business Entity which provides or arranges for one or more commercial passenger vehicles, courtesy vehicles, buses or shuttles, however owned or operated, to pick up or drop off passengers within a terminal complex of the Galveston Wharves in connection with the operations of a business of the user involving the parking of motor vehicles of any type at a facility located outside of the boundaries of property owned, operated or controlled by the PORT.

**Off-Port Rental Car User:** A Commercial Business Entity which provides or arranges for one or more Commercial Vehicles, Courtesy Vehicles, Buses or Shuttles, however owned or operated, to pick up or drop off passengers within a Cruise Ship Terminal Complex in connection with a business of the user involving the renting of motor vehicles, all under circumstances where the user does not have a contract or lease with the PORT for the use of counter space within the Cruise Ship Terminal Complex.

**On-Port Rental Car User:** A Commercial Business Entity which may provide or arrange for one or more Commercial Vehicles, Courtesy Vehicles, Buses or Shuttles, however owned or operated, to pick up or drop off passengers within a Cruise Ship Terminal Complex in connection with a business of the user involving the renting of motor vehicles, under circumstances where the user has a contract or lease with PORT for counter space, kiosk or other location within the term Cruise Ship Terminal Complex.

**Operate:** To drive or to be in control of a Taxicab, Limousine, Bus, Courtesy Vehicle, Shuttle, Transportation Network Company vehicle or Commercial Vehicle.

**Operating Authority:** Written permission or licensing granted on an annual basis by the PORT under this Manual.

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**Operator:** The term “Operator” shall mean any Person that engages in Ground Transportation Operations.

**Owner:** The person to whom state license plates for a vehicle were issued.

**Parking Garages:** The term “Parking Garages” shall mean the parking garages operated by the PORT.

**Passenger:** The term “Passenger” shall mean an individual being transported to, from, or within the PORT. This term shall include, but is not limited to, individuals seeking or receiving ground transportation services within the PORT.

**Permit:** The term “Permit” means a Permit issued by the PORT, to conduct Ground Transportation Operations.

**Permit Application:** The term “Permit Application” shall mean an application, authorized in form and formation by the PORT, which serves as a formal request by an applicant to conduct Ground Transportation Operations within the PORT.

**Permit Decal:** The term “Permit Decal” shall mean a decal issued by the PORT to a Permit Holder identifying a Commercial Vehicle as part of a Permit Holder’s authorized fleet.

**Permit Holder:** The term “Permit Holder” means an Operator to whom the PORT has issued a Permit.

**Person:** Any natural person or any entity, whether organized for profit or not, that is a corporation, limited or general partnership, limited liability company, sole proprietorship, real estate investment trust, joint venture, joint-stock company, cooperative, association, bank, trust, insurance company or other legal entity or combination organized pursuant to or recognized under the laws of Texas or any other state or country.

**Petitioner:** The term “Petitioner” shall mean a Driver, Affiliate, or Permit Holder to whom a Notice of Violation has been issued and who has requested a hearing and/or an appeal before the Arbitrator.

**Port Director:** The term “Port Director” shall mean the Chief Executive Officer of the PORT or his/her designee.

**Port Use Permit:** A valid (not suspended or revoked) and unexpired Permit issued by the PORT pursuant to this Manual. A Port Use Permit contains the terms and conditions set out in this Manual, as amended from time to time. A Port Use Permit grants privileges (e.g., using PORT property for commercial purposes, and supplying services at the PORT) for which fees are imposed. Both Port Use Permits and the more specialized contracts or leases mentioned in this Manual are types of contracts.

**Privately Owned Vehicle:** The term “Privately Owned Vehicle” shall mean a motor vehicle, as defined by Texas Statutes, which is solely operated for personal use.

**Rental Car Operator:** The term “Rental Car Operator” shall mean a Person who is engaged in the business of operating a rental car facility and engages in Ground Transportation Operations within the PORT.

**Reserved Parking areas:** Designated area within the PORT designated and signed for use for a specific purpose or by a specific group.



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**Shuttle:** A van-type motor vehicle operated for commercial purposes that does not have a taximeter that has a manufacturer's rated seating capacity of up to 52 passengers (The term "Shuttle" excludes Charter Buses).

**Solicit/Solicitation:** The term "Solicit" or "Solicitation" means actions by a Driver, Affiliate, or any other Person which constitutes advertising, offering, arranging, agreeing to, or transporting of Passengers, in violation of this Manual.

**Starter:** The term "Starter" means an employee of the PORT, Affiliate of a Transportation Concessionaire, Taxicab Operator, or Courtesy Vehicle Operator who facilitates Ground Transportation Operations by meeting or arranging transportation for arriving Passengers in accordance with this Ground Transportation Manual. For the purpose of Taxicab Operators, a Taxicab Starter means the individual employed by or contracted by the PORT or one or more of the Taxicab Operators who facilitates Taxicab transportation for arriving Passengers and ensures the accurate and orderly, non-preferential loading and departure of Taxicabs from the Taxicab Loading Zones.

**Support Services:** "Support Services" shall mean a permit category exempt from the Commercial Zone usage fee. The following entities may be granted a Support Services designation: A non-profit charitable organization providing Courtesy Vehicle services for mariners and vessel crew, and a transportation provider serving at the direction or behest of the PORT.

**Suspension:** The term "Suspension" means the prohibition of entering PORT property for the purpose of conducting Ground Transportation Operations, including but not limited to activity such as operating a vehicle in a commercial ground transportation capacity, performing Meet and Greets, Destination Management Services, and tour operations. For the purpose of this section, Suspension of a Permit Holder shall mean the prohibition of the Permit Holder and its Vehicles from being at the PORT in a commercial ground transportation capacity.

**Taxicab:** Any vehicle that carries persons for a fare, determined by a meter, that is designated to carry no more than (5) persons, including the driver, that has a valid operating documents (permits, licenses, certificates, etc.) from the appropriate state or local government agency or agencies.

**Taxicab Loading Zones:** The term "Taxicab Loading Zones" means, collectively and singularly, the areas designated by the PORT for passenger loading of Taxicabs.

**Taxicab Operator:** The term "Taxicab Operator" means an Operator that operates Taxicabs and is a Permit Holder.

**Taxicab Staging Area:** The term "Staging Area" means the parking area designated and signed by the PORT for the parking of Taxicabs and/or other permitted vehicles, prior to boarding passengers.

**Taximeter:** A device that mechanically or electronically computes a fare based upon the distance traveled, the time the taxicab is engaged, and any other basis for charges which are specified in the operating authority or rate ordinance pertaining to the holder.

**Terminal:** The term "Terminal" means, collectively, the cruise terminals owned and operated by the PORT.

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**Transportation Network Company (“TNC”):** A TNC is an organization that provides transportation services for compensation using an online-enabled application or platform to connect passengers with drivers who are using their personal vehicles.

**TNC Driver:** Individual driver operating under an agreement with a TNC and that has approved access to a TNC Mobile App.

**TNC Mobile App:** An online enabled application or platform accessible by a mobile device to connect a TNC Driver with a passenger.

**TNC Vehicle:** TNC approved personal vehicle used by a TNC Driver.

**Tour Operator:** The term “Tour Operator” means a Person whose main business is to provide vacation elements, including transportation arrangements combined with land and/or sea accommodations to Individuals or Groups. Tour Operators must comply with all local and state of Texas requirements or meet the required exemption qualifications.

**Transportation Concessionaire:** The term “Transportation Concessionaire” means a Concessionaire that provides ground transportation service for Passengers in accordance with a written agreement with the PORT and who is a Permit Holder.

**Trip:** The term “Trip” means a Commercial Vehicle entering the Port for the purpose of conducting Ground Transportation Operations or transporting a Passenger(s) in a Commercial Vehicle to, from, or within the Port boundaries.

**Vehicle for Hire:** The term “Vehicle-for-Hire” shall mean any passenger vehicle, excluding taxis, engaged in the transportation of persons to, from, or entirely within the PORT boundaries with the intent to receive direct or indirect compensation for providing such transportation, including providers which only accept gratuities or tips.

## Section 2

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### **RULES AND REGULATIONS**

#### **General:**

The following Rules and Regulations apply to Persons conducting Ground Transportation Operations and their employees, agents and Drivers when operating at the PORT.

Authorized Persons conducting Ground Transportation Operations with a valid Permit and PORT Operating Agreement are granted permission to operate their Commercial Vehicles and related services at the PORT in accordance with this Manual and all applicable laws and regulations, specifically including, applicable PORT tariffs or fees, rules, regulations, procedures and directives. Operators may obtain copies of this Manual and applicable tariffs, rules regulations, procedures and directives online at [www.portofgalveston.com](http://www.portofgalveston.com). To the extent a written Operating Agreement conflicts with any of the provisions in this Manual, the terms of said Operating Agreement will control.

All Operators otherwise agree to comply with this Manual and all other applicable tariffs, rules and regulations of the PORT now in existence or hereafter promulgated for the general safety and convenience of the PORT, its tenants, invitees, licensees and the general public. All Operators further agree to comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

#### **Use of Premises:**

1. The Port will designate and identify all loading/unloading, staging, and holding areas and reserves the right to change, designate, re-locate or abolish these areas at any time. Operators must promptly comply with instructions regarding vehicle use from Police Officers, Ground Transportation Division staff and/or security officers assigned to ground transportation and traffic direction duties.
2. Passengers may be loaded or unloaded only in designated locations. Those locations are generally designated by signage, but may be changed, at any time, at the direction of the Mobility Director or his designee.
3. A Driver of a Commercial Vehicle may not park such vehicle in any manner that blocks or significantly impedes the normal flow of traffic. Any Police Officer, security officer or other PORT employee, upon observing a Commercial Vehicle that in his/her opinion is blocking or significantly impeding the normal flow of traffic, shall request the Driver to promptly move the vehicle to a location that does not block or impede the normal flow of traffic. Failure of the Driver to promptly comply such request may result in the issuance of a Notice of Violation.
4. Reserved Parking areas: Only Commercial Vehicles with a valid and appropriately issued windshield Decal and/or other authorized identification conducting Ground Transportation Operations may use

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a Reserved Parking Area. That area may be reserved by company name, by time limits or by other signage as may be authorized by the Mobility Director.

5. Operators and drivers may use Reserved Areas only if conducting authorized commercial Ground Transportation Operations. Operators and Drivers are subject to these Rules and Regulations while parked in Reserved Areas, including but not limited to the requirement to have pre-arranged Passenger information prior to entry onto PORT property. Unauthorized parking or unauthorized use of a Reserved Area may result in the issuance of a Notice of Violation, towing and/or relocation of such vehicle at the owner's expense.
6. Dwell Limits: No Commercial Vehicle may dwell in a Loading Zone for more than 15 minutes unless actively loading or unloading passengers. Dwelling vehicles are required to turn off their vehicle engines in an effort to adhere to the PORT's Green Marine Program. No Commercial Vehicle may dwell in a Reserved Zone for more time than authorized by existing signage. Any vehicle that is found to be in violation of any rules or regulations set out in this Ground Transportation Manual may be cited and towed at the Operator or driver's expense.
7. A Driver operating a Commercial Vehicle within the jurisdiction of the PORT who fails to operate the vehicle in a careful and prudent manner by not following the rules of the road such as posted speed limits, traffic signs, traffic control devices, failure to follow traffic control personnel, driving against the direction of traffic, yielding to pedestrians at a crosswalk, or operating the Commercial Vehicle in a manner that is indifferent to public safety, may result in the issuance of a Notice of Violation, as well as towing and/or relocation of such vehicle at the owner's expense.
8. A Driver of a Commercial Vehicle may not park such vehicle in any manner that blocks or significantly impedes the normal flow of vehicular or pedestrian traffic. A PORT Police Officer or other enforcement agent, upon observing a Commercial Vehicle that is blocking or significantly impeding the normal flow of traffic, will request the Driver to promptly move the vehicle to a location that does not block or impede the normal flow of traffic. Failure of the Driver to promptly comply with the request may result in the issuance of a Notice of Violation.

**Solicitation activities that are prohibited while on PORT Property include the following:**

1. Any Operator, Driver or other Person engaged in Ground Transportation Operations engaging in Solicitation while on PORT property. Except as provided for in this Section, Operators, Drivers or other Persons engaged in Ground Transportation Operations are prohibited from offering transportation services or transporting Passengers whose transportation is not arranged prior to the Passenger's and the Permittee's initial meeting on PORT property.
2. Employing, inducing, arranging, or allowing any person to initiate or engage in a conversation regarding Ground Transportation Operations with any Passenger on PORT property for the purpose of arranging or providing transportation for a Passenger or providing transportation to a non-prearranged Passenger.
3. Agreeing to transport any non-prearranged Passenger from PORT property.
4. Distributing literature on PORT property that discusses or describes any Operator's or Driver's Ground Transportation Operations.

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5. Discussing, offering, or directing Passengers to specific ground transportation services.
6. Employing, inducing, or arranging ground transportation services for a Passenger other than that which was pre-arranged by the Passenger.
7. A porter, or any employee of the PORT or any other company, who receives or who agrees to receive compensation for offering or arranging ground transportation services for a Passenger.

**Equipment:**

1. Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside as determined by the Office of Parking and Ground Transportation. Operator's vehicles must be in compliance with all Texas Department of Motor Vehicles rules and regulations including properly displaying a current DMV Issued registration sticker. The Operator is specifically prohibited from performing any maintenance or repairs on PORT property.
2. Operators shall make their employees, agents, Drivers and Vehicles available for inspection and review by representatives of the PORT at any time while on PORT property. The PORT may inspect employees, agents, Drivers and Vehicles at any time for compliance with the standards in this Manual. Any Operator's Vehicles may be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Manual, PORT tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the PORT). The PORT shall not, however, be obligated to undertake any inspection or review, and the fact of an inspection (or the failure to undertake any inspection) shall not constitute a certification, representation or warranty that Operator is in compliance with any obligation required under this Manual.
3. Within the application, the Operator will prepare and deliver to the Port a list of the total number of vehicles available for use and service. The list will contain but not be limited to, the following:
  1. License plate; van/bus number
  2. Make and model of vehicle
  3. Year of manufacture of each vehicle
  4. Seating Capacity
4. The Operator shall update this list whenever vehicles change and will provide an updated list of the vehicles currently available for use and service prior to the added vehicle being used at the PORT.

**Signage/Advertising:**

1. No Person shall post, distribute or display signs, advertisements, posters, pictures or any printed or written graphics identifying at all on PORT property.
2. An Operator and its Drivers, employees and agents shall not erect, post or place any signage, business card or any other form of advertising on the exterior of Commercial Vehicles operated at the PORT, unless such Operator is specifically permitted pursuant a written agreement with the PORT or by prior written permission given by Director of Mobility. Signage and advertising, as used in this subsection, shall include any reference to price, special promotions, names, places, email address or phone numbers other than the Operator's primary contact information.

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3. An Operator and its Drivers, employees and agents shall not cause to be advertised the operation of a ground transportation service at the PORT that does not have a Permit. Violations will subject the Operator to a Notice of Violation, as well as suspension or revocation of its operating rights at the PORT.

#### **Amplified Sound/Public Address Equipment.**

1. Operator and Drivers shall not use amplifying sound or public address equipment at the PORT unless such use and equipment are pre-approved in writing by the PORT.

#### **Meet and Greet Signage.**

1. Signage used shall be hand held and may not be larger than 15" x 15". The signage must contain the Passenger's name or logo of the individual, group or company being met on the face of the sign.

#### **Tips and Gratuities.**

1. Operators and their Drivers, employees, agents and representatives shall not in any manner pay, extend or give any type of consideration, compensation, gratuity or reward to any PORT employee, Police Officers, security personnel, traffic management personnel or information personnel.

#### **Name/Logo**

1. Operators shall be prohibited from operating on PORT Property utilizing a name, logo, and/or color schemes which is identical or similar to those of the PORT or another authorized Operator doing business at the PORT. The PORT deems each Operator a separate business and unique Operator for each Permit granted by the PORT.

#### *Example:*

Operator 1: Port Transportation, Inc. doing business as *My Transporter*, for Charter-Party operations

Operator 2: Port Transportation Inc. doing business as *Cruise Wheels*, for Shared-Ride operations

PORT deems the business known as *My Transporter* and the business known as *Cruise Wheels* as two separate and distinct Operators, whose identifying name, logo, and/or color schemes may not be identical or similar in nature.

2. Operators shall be prohibited to use the name, logo and/or color schemes similar to the PORT, the PORT's operated services, or of any other company in a manner which may confuse the public.
3. Operator shall file with the PORT a description with photographs or renderings adequate to identify the color scheme(s) and markings common to Operator's Commercial Vehicles.
4. Change in Logo. Operator shall file and obtain approval from the PORT for any change in logo or color scheme prior to operating vehicles on PORT Property. The PORT reserves the right to deny the use of any name, logo, or color scheme.

## Section 3

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### **FEES**

The PORT welcomes your business. The PORT's objective is to provide the best possible service and experience to PORT guests, including Passengers sailing from the PORT.

Because the PORT does not receive tax funding, the PORT must seek to raise revenues through the use of fees, licenses, contracts, and permits. These fees provide revenue to the PORT to help fund maintenance and improvements on PORT property. PORT Users benefit from the development and operation of the Port in general, as they provide an opportunity for business and a customer base that would otherwise not exist.

In setting fee schedules, the PORT will consider the benefit to the PORT, as well as the benefit to individual PORT Users. The PORT will establish a consistent fee schedule for Users that applies within a specific category, while fee schedules between different categories of users may vary based on consideration of various factors affecting all parties.

All PORT users should be familiar with the PORT's Tariff, which is posted in its entirety on the Port's website ([www.portofgalveston.com](http://www.portofgalveston.com)) and which specifically requires that certain fees be collected from PORT.

#### **Permit types:**

A PORT-approved Permit shall be required to conduct Ground Transportation Operations within the PORT's geographical area. Such Permit shall authorize a Permit Holder to provide ground transportation services in accordance with this.

Permit Categories, as well as the number of Permits issued in each of those categories shall be at the sole and absolute discretion of the PORT based on operational need and contractual considerations. There may be physical or electronic applications. Permit Categories may include, but are not limited to, the following and may vary in form and application:

- Taxicab
- TNC
- Limo
- Charter Bus
- Courtesy Vehicle
- Shuttle Bus
- Destination Management
- Other Permits

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**Term of Permits:**

The term of the first Permit issued to an Operator will be for a period from the date the Operator becomes a Permit Holder until Midnight on the 31st day of December following the date the Operator becomes a Permit Holder. The term of the second and each subsequent Permit will be for a period from 12:00 a.m. on the first day of January until midnight of the 31st day of December. The PORT may, at its sole discretion, extend the term of a Permit in order to facilitate PORT Operations.

**Deposit**

1. PORT users and Permit applicants who do not have an established payment history will be required to place a valid credit card on file. The credit card on file will be charged incurred Fees on a weekly basis.
2. PORT Users with a poor payment history will be required to pay a deposit equal to the average of the highest 3 months over the past 12 months of fee activity.
3. A poor payment history is deemed as history of having made any late payments during the previous 12 months of an active permit.
4. The PORT reserves the right to set the deposit amount based on the projected activity at the PORT's sole discretion.

**Decal Fees:**

1. Decal Fees:
  - a. Vehicle : \$20.00 per vehicle, per year

**RFID Tag**

1. RFID Tags Price:
  - a. Per Tag Cost: \$20.00 per vehicle.

Operator owned Tags may be used if tag is properly affixed and in good working order. All operator owned tags must be approved by the PORT. Approved Tags must be issued by any of the following agencies:  
TxTag, HCTRA. NTTA.

**Port and Cruise Terminal Permit Application Fees**

1. Commercial Business Entities not operating under a Lease Agreement, Berthing Agreement, Operating Agreement, Operating or Terminal Services Agreement or Concession Agreement with the PORT:

Initial Application Fee: \$250.00 Annual Renewal Fee: \$150.00



## Port of Galveston

## Ground Transportation Manual

2. Commercial Passenger Vehicle Services providing access for people to the PORT and the Cruise Ship Terminal Complex. (Not operated, controlled by or under contract for transportation services with the PORT)  
Application Fee: \$250.00 Annual Renewal Fee: \$150.00

**Other Permits**

3. Mobile Food and/or Merchandise Vendors:  
Initial Application Fee: \$120.00 Annual Renewal Fee: \$50.00
4. Common Carriers by Water of Passengers (Water Taxi Service):  
Initial Application Fee: \$300.00 Annual Renewal Fee: \$75.00
5. Organizations performing Oil Waste, Bilge Water and Gray Water Removal Service:  
Initial Application Fee: \$300.00 Annual Renewal Fee: \$75.00
6. Organizations performing Sanitary and Solid Waste Removal Services:  
Initial Application Fee: \$300.00 Annual Renewal Fee: \$75.00
7. Organizations performing the services of Line Handling for vessels:  
Initial Application Fee: \$300.00 Annual Renewal Fee: \$75.00
8. Persons Handling Pneumatic Trucks handling Plastic Polymer Pellets:  
Initial Application Fee: \$300.00 Annual Renewal Fee: \$75.00

**PORT and Cruise Ship Terminal Complex Access, Trip, and Parking Fees**

In addition to the annual PORT Use Permit fee, Ground Transportation Companies accessing the Cruise Ship Terminal Complex shall be subject to the following Access and Parking fees for each vehicle that shall have such access:

1. Charter Bus/Shuttle Buses of 40 Passengers or More:  
\$65.00 Parking Fee/Access Fee

## Port of Galveston

## Ground Transportation Manual

Charter Bus Owners and Operators must provide sufficient advance notification to the PORT, Attention of the Director of Administration, in advance of arrival at the PORT to allow for review of the existence and sufficiency of the required insurance. Additionally, payment shall be made by check on arrival at the Cruise Ship Terminal Complex, unless prior acceptable payment arrangements have been made in advance with the PORT.

2. Commercial Passenger Vehicle, Courtesy Vehicle, Shuttle or Limousine with a seating capacity of Thirty (30) persons to Thirty Nine (39) passengers:

\$45.00 per Access / Trip

3. Commercial Passenger Vehicle, Courtesy Vehicle, Shuttle or Limousine with a seating capacity of fifteen (15) to twenty nine (29):

\$35.00 per Access / Trip

4. Commercial Passenger Vehicle, Courtesy Vehicle, Shuttle or Limousine with Seating Capacity of less than fifteen (15) persons:

\$25.00 per Access / Trip

**Taxicab with Seating Capacity of less than fifteen (15) persons:**

1. \$4.00 per Access /Trip (Pick-up Only)

**Transportation Network Companies:**

Fees Determined by Operating Contract Only

**Methods of Monitoring Commercial Vehicle Trips to Determine Fee Collection:**

In order to accurately assess fee amounts, the PORT has established a ground transportation access control system to determine the volume of trips made by ground transportation operators.

**Automated Vehicle Identification:**

Automated Vehicle Identification (AVI) is a technology used to monitor commercial ground transportation volumes. An AVI System consists of RFID Decals mounted on each vehicle and readers, or sensors, mounted overhead on a structure such as a pole or other structure. When an RFID Decal passes under a reader or sensor, the Decal is registered. This will allow the PORT to ensure an accurate count of the volume of trips for individual vehicles. If applicable, current legible PORT Permits must be clearly displayed on the inside of the Vehicle windshield. There will be a replacement fee of \$20 if a Permit is lost or stolen. The Permit is nontransferable and may be used with only a single vehicle.

## Port of Galveston

## Ground Transportation Manual

Operators are explicitly prohibited from operating a Commercial Vehicle within the Port which is not authorized in accordance with this Manual and without a properly affixed valid Permit and PORT-issued or PORT-approved RFID Decal. When AVI System is not in operation a manual system will be used by the Port of Galveston.

1. If applicable, the Operator must participate in the Automatic Vehicle Identification program. An AVI tag will be affixed to the inside of the vehicle's windshield.
2. The PORT reserves the right to deny sale of a Permit, RFID Decal and /or AVI tag for any vehicle that does not meet acceptable standards for appearance and mechanical worthiness or does not meet or comply with the PORT Permit application process.

OPERATORS AND DRIVERS ENTERING PORT PROPERTY FOR COMMERCIAL PURPOSES ACKNOWLEDGE AND STIPULATE TO THE ACCURACY OF THE PORT'S VEHICLE COUNTS AND TRANSPORTATION VOLUMES USED FOR PURPOSES OF ISSUING BILLS AND INVOICES, WHETHER DETERMINED MANUALLY OR BY USE OF THE PORT'S AVI SYSTEM.

**Billing Disputes**

If a Person reasonably disputes any portion of a PORT invoice, other than vehicle counts or transportation volumes, the Person must pay the undisputed portion of the invoice and submit written notice of the dispute (with sufficient detail of the nature of the dispute, the amount and invoices in dispute). All claims must be submitted to the PORT Finance Department in writing within thirty (30) days from the date of the invoice. All Persons waive the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against the Person, the Person shall pay such disputed amounts plus interest at the rate of One percent (1%) per Month.

**Billing Disputes for Permit Holder with Credit Card on File**

Persons who have a credit card on file and who are charged on a weekly basis will receive an invoice with detailed billing information within 7 days of charges made to the credit card on file. If such Persons reasonably dispute any portion of the billed amount, other than vehicle counts or transportation volumes, they must inform the PORT Finance Department in writing within thirty (30) days from the date of the date of the charges. Such Persons waive the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against the Person, the Person shall pay such disputed amounts plus interest at the rate of twelve percent (12%) per annum.

## Section 4

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### CODE OF CONDUCT

**Conduct:** Operator's employees, agents and drivers shall, at all times when on duty, be in proper uniform, if applicable and be neatly and cleanly dressed, conduct themselves in a professional manner, be courteous and polite to the public and to PORT employees, and not engage in any raucous or offensive conduct. The Operator shall perform his/her duties in an efficient manner in order to maintain a high standard of service to the public.

**Improper Conduct:** Operators, Drivers, Permit Holders, and other Persons conducting Ground Transportation Operations shall not engage in improper conduct or act in a manner that threatens or jeopardizes the safety and wellbeing of another person. Improper conduct shall include, but is not limited to, the following acts or omissions:

1. Boisterous or threatening conversation
2. Use of profanity
3. Assault as defined by Texas Penal Code 22.01
4. Failure to cooperate with PORT Police or other PORT agents or employees, or the failure to properly respond to a verbal order, direction, or question of such personnel in the performance of his or her official duties
5. The unlicensed carrying or transporting of a weapon or firearm as defined by Texas Penal Code 46.01 Unlawfully Carrying Weapons
6. Refusal to transport a Passenger in accordance with this Manual
7. Soliciting, coercing, or attempting to solicit or coerce gratuities from a Passenger
8. Intentionally or maliciously causing damage to a Passenger's baggage or possessions
9. Provide false or misleading information concerning ground transportation services at the PORT

**Exceeding the Posted Speed Limit:** A driver of a commercial or private vehicle may not exceed the posted speed limit on any street, road, driveway or other portion of PORT property.

**Parked/Blocking Traffic:** A Driver may not park in any manner that blocks or significantly impedes the normal flow of traffic. A PORT Police officer, authorized Ground Transportation representative, or authorized security officer upon observing a Commercial Vehicle that in his/her opinion is blocking or significantly impeding the normal flow of traffic, shall request the Driver to promptly move the vehicle to a location that does not block or impede the normal flow of traffic. A Driver's failure to promptly comply with the request may result in the issuance of a Notice of Violation.

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**Unattended Vehicle:** No Driver shall be more than ten (10) feet away from his or her vehicle while the vehicle is parked in a Commercial Zone. Unattended vehicles may be cited, receive a Notice of Violation, and/or be towed at the Operators/Drivers expense.

**Vehicle Immobilization:** Any vehicle left unattended will be subject to being immobilized by a Barnacle Immobilization Device. The Operator must pay a removal fee in order to have the Barnacle Immobilization Device removed. Barnacle removal fee is \$60.00

**Passenger Pick up and Drop Off outside Port property:** The pick-up and drop off of Cruise Passengers, crew or other Cruise related persons outside of the port property is strictly prohibited.

## Section 5

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### INSURANCE REQUIREMENTS

The following insurance requirements defined in the City of Galveston Ordinances as may be amended from time to time, which are applicable to certain Commercial Vehicles for Hire, are incorporated into this Tariff Circular and apply to the respective types of vehicles referenced in the ordinance section heading (See also: [www.cityofgalveston.org](http://www.cityofgalveston.org)). The PORT reserves the right to modify certain liability and other insurance requirements as deemed necessary based on a review of the applicant and type of business. License holders and PORT Use Permit holders shall notify the Port in all instances in which the Ordinance requires notice to the City.

**Sec. 35-54. Insurance-taxicabs:** Every holder of a license to operate a taxicab service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of automobile liability and property damage insurance, with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than the minimum coverage required by state law. No taxicab permit shall be issued or renewed unless the applicant has obtained for the vehicle involved an automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with minimum limits as prescribed pursuant to state law. The applicant prior to issuance or renewal of the permit shall furnish satisfactory proof of such coverage. Said policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If such notice of cancellation is given by the insurance company, the licensee shall obtain new insurance before meeting the requirements of this section prior to the expiration of the 30-day period; if the license fails to do so his permit shall be immediately revoked.

(Ord. No. 02-058, § 3, 6-27-02)

**Sec. 35-55. Insurance-limousines:** Every holder of a license to operate a limousine service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of automobile liability and property damage insurance with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limits. No limousine permit shall be issued or renewed unless the applicant has obtained for the vehicle involved an automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with the required coverage. An applicant prior to the issuance or renewal of annual permit shall furnish satisfactory proof of such coverage. The holder

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## Ground Transportation Manual

shall furnish proof of such coverage by filing with the director a valid certificate of insurance, or in lieu thereof a true multiple original of any such policy. The policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If the insurance company gives such notice of cancellation, the holder shall obtain new insurance before the expiration of the 30-day period; if the holder fails to do so his permit shall be immediately revoked.

(Ord. No. 02-058, § 3, 6-27-02)

**Sec. 35-56. Insurance-buses and shuttles:** Every holder of a license to operate a bus or shuttle vehicle service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of automobile liability and property damage insurance with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limits. No bus or shuttle vehicle permit shall be issued or renewed unless the applicant has obtained for the vehicle involved an automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with the required coverage. An applicant prior to the issuance or renewal of annual permit shall furnish satisfactory proof of such coverage. The holder shall furnish proof of such coverage by filing with the director a valid certificate of insurance, or in lieu thereof a true multiple original of any such policy. The policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If the insurance company gives such notice of cancellation, the holder shall obtain new insurance before the expiration of the 30-day period; if the holder fails to do so his permit shall be immediately revoked.

(Ord. No. 02-058, § 3, 6-27-02)

**Sec.35-339. Insurance transportation network companies:**

1. A holder must provide the port of Galveston's office of Parking and Ground Transportation with proof of insurance which complies with Chapter 1954 of the Texas Insurance Code for every vehicle used to provide transportation network services within the city. A holder must notify the office of Parking and Ground Transportation within 48 hours of any change in insurance policy or status for each vehicle.
2. A driver must provide the office of Parking and Ground Transportation with proof of insurance which complies with Chapter 1954 of the Texas Insurance Code for his or her listed vehicle. A driver must notify the office of Parking and Ground Transportation within 48 hours of any change in his or her insurance policy or status.
3. A transportation network vehicle must have proof of insurance which complies with Chapter 1954 of the Texas Insurance Code located within the vehicle to pass the required city inspection and at any time it is in service. It is the driver's duty to comply with this subsection.

(Ord. No. 16-010, § 4, 1-28-16)

**ANY OTHER OPERATOR, DRIVER OR OTHER PERSON CONDUCTING GROUND TRANSPORTATION OPERATIONS AT THE PORT MUST PROVIDE EVIDENCE OF INSURANCE COVERAGE IN AMOUNTS SPECIFIED IN THE PORT'S TARIFF CIRCULAR NO. 6, NAMING THE PORT AS AN ADDITIONAL INSURED, AND WITH A WAIVER OF SUBROGATION.**

## Section 6

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### **FINES, SUSPENSIONS, AND REVOCATIONS**

The PORT has the power to prescribe, fix, and establish fines, penalties, and punishments for the violation of the rules and regulations of the PORT, including those set out in this Manual, and to enforce such fines, penalties, and punishments. All fines and penalties so imposed or levied shall be recoverable in the name of the PORT in any court of the state having jurisdiction over the amount involved and to be of use, benefit and belong to the PORT. The objective of the rules and regulations in this manual is to facilitate the effective and efficient administration and safe operation of ground transportation services in a convenient manner, consistent with public safety.

#### **Enforcement:**

1. Violation of these Rules and Regulations may, in addition to any other remedies provided within the Operating Agreement, result in a Notice of Violation, monetary fine, suspension of the right to operate, and/or denial of PORT access of the Operator, Driver and/or Vehicle according to the provisions below.
2. PORT Police Officers that observe a violation of the PORT's Rules and Regulations, an Operating Agreement or any applicable \ Operating Instructions shall have the duty to issue a warning or a Notice of Violation. PORT Police Officers may also investigate any reported violation. If it is apparent that a violation occurred following any such investigation, PORT Police Officers may also take any of the aforementioned actions at the conclusion of the investigation.
3. NOV's will be issued to the Person committing a violation. A copy of any NOV issued will also be provided to the Operator unless the Operator is the person receiving the NOV.
4. Fines for any violation shall be as set forth below in the Penalties section of this document. PORT reserves the right to amend, modify or replace the types and/or amount of these fines from time to time. Subject only to the right of appeal below, all fines shall be paid within fourteen (14) calendar days of the date the PORT issues the NOV. If an NOV is issued to a Driver, the Driver shall be primarily responsible for payment. However, if timely payment is not made by the Driver, the Operator shall be responsible for payment and shall make payment within fourteen (14) calendar days of demand by the PORT.
5. The PORT Police Department and/or Public Safety Office will maintain a record of all NOV's issued to each Operator, Driver, and/or Vehicle. The PORT Police Department will track these violations



## Port of Galveston

## Ground Transportation Manual

for purposes of imposing fine(s), suspension(s) and termination(s) of Drivers, Vehicles and/or the Operator.

**Violation Fines and Penalties:**

Compliance Requirement – All Persons are responsible for being familiar with this Manual and ensuring their employees are familiar this Manual as well. Operators are responsible for the actions of their Drivers performing Ground Transportation Operations while on PORT property. Operators are responsible for performing due diligence background checks of all Drivers who perform ground transportation services at the PORT. A violation of this Manual committed by a Driver shall be attributed to the Operator if a preponderance evidence indicates the Driver was operating on behalf of the Operator at the time of such incident.

Operating while suspended - If an Operator operates or allows its Drivers or Affiliates to operate on PORT property while the Operator's permit is suspended, the Operator will be required to pay a \$1,000.00 fine.

Solicitation – If an Operator, Affiliate or Driver engages in Solicitation, such Operator, Affiliate or Driver will be suspended from operating at the PORT for a period of thirty (30) days and the Operator will be required to pay a \$500.00 fine.

Violation Categories - Unless otherwise listed separately, violations will be listed by Categories 1 through 5.

Category 1 Violations – If an Operator, Affiliate or Driver commits any of the following acts, such Operator, Affiliate or Driver will be suspended from operating at the PORT for a period of ten (10) days and the Operator will be required to pay a \$250.00 fine:

1. Improper Conduct – Engaging in Improper Conduct in any manner as described this Manual.
2. Evading Fees – Removing, or tampering with Automatic Vehicle Identification AVI decal devices or evading AVI sensors or License Plate Reader LPR technology which could result in the loss of revenue to the PORT.
3. Unauthorized Presence in the passenger Meet and Greet exit area of any terminal.

Category 2 Violations – If an Operator, Affiliate or Driver commits any of the following acts, such Operator, Affiliate or Driver will be suspended from operating at the PORT for a period of three (3) days and the Operator, Affiliate or Driver will be required to pay a \$150.00 fine:

1. Misleading Information – Providing any person with false, inaccurate or misleading information concerning Ground Transportation Operations.
2. Taxicab Violations – The violation of the City of Galveston Taxicab Ordinances codified in Chapter 35, Article 1 of the City of Galveston Municipal Code of Ordinances. A copy of these provisions are available at:  
[https://library.municode.com/tx/galveston/codes/code\\_of\\_ordinances?nodeId=PTIICOCI\\_CH35VEHI\\_ART1LIBUSHPEHODRCA](https://library.municode.com/tx/galveston/codes/code_of_ordinances?nodeId=PTIICOCI_CH35VEHI_ART1LIBUSHPEHODRCA)
3. Customer Service Violation – A violation of any provision of Section 5 of this Manual ("Improper Conduct").

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## Ground Transportation Manual

Category 3 Violations – If an Operator, Affiliate or Driver commits any of the following, such Operator, Affiliate or Driver will be suspended from operating at the PORT for a period of one (1) day and the Operator, Affiliate or Driver will be required to pay a \$100.00 fine:

1. Failure to Affix Permit, Decal or RFID Tag – Operating a Commercial Vehicle on PORT property that has been issued a valid Permit, Decal or RFID Tag but fails to affix the device or a temporary replacement in a proper and visible manner.
2. Idling a Vehicle engine for an excessive amount of time is a violation of this Manual.
3. Leaving a Vehicle unattended – The failure of an Operator, Affiliate or Driver to be within ten (10) feet of his or her vehicle while parked in a Commercial Zone.
4. Failure to provide use of service confirmation - TNC operators/drivers and other reservation-based ground transportation services who fail to produce a written or electronic proof of a pick-up request on the part of a Passenger upon request.

Category 4 Violations – If an Affiliate or Permit Holder commits any of the following acts, the Permit Holder will be required to pay a \$50.00 fine:

1. No Vehicle Identification – Operating a Commercial Vehicle that fails to be properly Identified by signage, door or side panel lettering or electronic means.
2. Unauthorized Parking – Parking in violation of signage or the direction from a Police Officer, authorized security officer or Ground Transportation Agent.
3. Uncategorized Violations – Violations of these Rules and Regulations for which a Category of violation has not been expressly stated is will be treated as a Category 4 Violation.

Category 5 Violation – It shall be a Category 5 Violation for an Operator, Affiliate or Driver, who has neither registered as a Licensed User or Permit holder, to conduct any Ground Transportation Operations or to direct another Person, who is neither a User or Permit Holder nor operating for a User or Permit Holder, to conduct Ground Transportation Operations. The Person and/or any individual directing the Person to commit any of these prohibited activities will each be required to pay a fine in the amount of \$250.00.

In addition to any fine provided for by these Rules and Regulations, Operator, Affiliate or Driver shall be subject to suspension from operating at the PORT as set forth in the tables below.

Port of Galveston  
Ground Transportation Manual

### Driver Suspension Examples

NOVs Received	Action Taken
3 NOVs per Driver	7-day suspension of Driver's PORT Access Privileges
4-6 NOVs per Driver	30-day suspension of Driver's PORT Access Privileges
7 NOVs per Driver	90-day suspension of Driver's PORT Access Privileges
8 or more NOVs per Driver	Termination of Driver's authority to operate at the PORT for not less than two (2) years

### Operator Suspension Examples

NOVs Received	Action Taken
10 NOVs issued to Operator or any of its Drivers within a 3-month period	30-day suspension of Operator's authority to operate at the PORT
3 suspensions of Operator within a 12-month period	Termination of Operator's authority to operate at the PORT for not less than two (2) years

1. If a fine is not paid as required by this Manual following the receipt of an NOV, and the recipient has not appealed the NOV as provided below, the PORT shall have the right to immediately suspend and/or revoke the Operator's Operating Agreement or the ability of any particular Driver or Vehicle to operate from the Port.
2. If a Person receiving an NOV appeals the NOV, and the Hearing Officer Overrules the appeal as provided below, and the fine is not then paid as required by this manual, the PORT shall have the right to immediately suspend and/or revoke the Operator's Operating Agreement or the ability of any particular Driver or Vehicle to operate from the Port.
3. Subject only to the right of appeal set forth below, all fines not paid within ten (10) business days of the date the PORT issues the NOV or Citation shall bear interest thereon at the rate of twelve percent (12%) per annum.
4. The Public Safety Director, the Mobility Director, or the designee of either of them shall have the ability to immediately suspend an Operator and/or Driver for serious violations, including but not limited to the following:

- a. Fighting;
  - b. Misrepresenting a fare to a customer;
  - c. Acting in a rude, offensive or otherwise unprofessional manner with customers, the public, or PORT staff;
  - d. Soliciting;
  - e. Reckless driving and reckless endangerment of the public on PORT property;
  - f. Commission of any misdemeanor or felony related to driving or public safety;
  - g. Lack of compliance with rules or requirements of other governmental or regulatory bodies exercising jurisdiction over the Operator and/or its Drivers.
5. The Operator is responsible for ensuring any Driver or Vehicle that is suspended from operation abides by the suspension for its duration.
  6. Failure to make timely payment or comply within the obligations of any suspension within the time period provide shall constitute an additional violation and be subject to the provisions herein.

#### **Notice of Violation (NOV) and Citation Issuance and Appeal Process**

Any Person shall have the right to appeal the issuance of any NOV and any fines or suspensions assessed therein. Without regard to the particular penalty imposed or specific violations identified, there shall only be one appeal for each Notice of Violation issued by the PORT. All hearings will be informal in nature and conducted by a Hearing Officer appointed by the Port. The timely filing of an appeal will result in a hearing to be scheduled, and the PORT shall provide Operator, Driver or other person receiving the NOV notice of the date, time and location of the hearing.

In the event that a Person wishes to appeal an NOV, the Person must submit a written notice of appeal within fourteen (14) calendar days of the date the Port issues the NOV. The written notice of appeal must identify the party filing the appeal, must briefly identify the NOV and the basis for the appeal, and must identify the relief requested in the appeal. **Failure to file a Notice of Appeal within fourteen (14) calendar days from the date of issue of the Notice of Violation shall constitute a plea of “No Contest” and acceptance of the consequences of having committed the violation.**

The timely filing of an appeal will delay the deadline for payment of any fine and will, except for suspensions issues for serious violations, temporarily reinstate the Person’s pre-existing ability to operate pending decision on the appeal.

The Hearing Officer will issue a written determination of the appeal. The ruling of the Hearing Officer will be simple, straight forward and non-technical, and will include the term of “Sustained” or “Overruled”. The Hearing officer may, based on the facts of the case, maintain the fine or suspension or reduce the fine or suspension to a lesser amount. If the proceedings uphold the fine or suspension, the appealing party shall pay the fine within fourteen (14) calendar days following mailing of the decision and/or begin the suspension pursuant to the direction of the PORT. Any such fines not paid within this fourteen (14) calendar day period shall bear interest at the rate of twelve percent (12%) per annum. This provision is not intended to limit or bar any other remedies available to the PORT under this Agreement. The ruling of the Hearing Officer will be final, with no further right of appeal.

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All appeals requests must be in writing and submitted within fourteen (14) calendar days of receipt of letter of citation. Email: [appeals@portofgalveston.com](mailto:appeals@portofgalveston.com) or in writing, mailed to:

Port of Galveston  
NOV Appeals  
123 25th Street, 8th Floor  
Galveston, TX 77550

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## Appendix

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DESCRIPTION	FORM No.
Ground Transportation License Application	1
Ground Transportation Operating Agreement	2
Port of Galveston Credit Card Authorization	3
Port of Galveston Insurance Guidelines	4

Port of Galveston  
Ground Transportation Manual

PORT OF GALVESTON GROUND TRANSPORTATION LICENSE APPLICATION  
Board of Trustees of the Galveston Wharves  
CALENDAR YEAR 2021

In accordance with the provisions of the Port of Galveston Ground Transportation Manual and the Board of Trustees of the Galveston Wharves (the "Port of Galveston"), as it may from time-to-time be amended, application is hereby made by the undersigned for a Ground Transportation License authorizing the Applicant to have access to certain property under the management and control of the Port of Galveston and to conduct permitted business within the Port of Galveston. In support thereof, the undersigned Applicant submits the following information to:

Port of Galveston  
Ground Transportation  
Department  
123 25th Street  
Suite 1500  
Galveston, Texas 77550

1. Name (Owner or Officer): \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Billing Address: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_ Website: \_\_\_\_\_
2. Describe, in detail, the type of business you intend to conduct on property under the management and control of the Port of Galveston. Please include information on how you intend to operate this business.  
 \_\_\_\_\_  
 \_\_\_\_\_
3. State of Texas Taxpayer I.D. Number: \_\_\_\_\_
4. Standard Industrial Code (SIC): \_\_\_\_\_
5. Please attach to this application insurance certificate information for the insurance coverages required of a Licensed User as listed in the Port of Galveston Ground Transportation Manual as amended periodically, or otherwise prescribed by the Port of Galveston. The Board of Trustees of the Galveston Wharves and the City of Galveston must be named as an "Additional Insured with Waiver of Subrogation."

## Port of Galveston

# Ground Transportation Manual

Board of Trustees of the Galveston Wharves - 2021 Ground Transportation License Application

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6. Please provide the names, addresses and Texas Driver's License numbers of all individuals employed by the Applicant who will actually engage in or supervise the Applicant's business operations on Port of Galveston property. If necessary, please list additional personnel on a supplemental sheet and attach it to this application.

Name	Address	Date of Birth	Texas Driver's License No.

7. Owner or Officer of the Company certifies that employees that will operate at the Port of Galveston have never been convicted of a felony, a crime involving drugs, a crime involving violence, or any other crime that involves moral turpitude. \_\_\_\_\_ (initials from applicant)
8. Please provide detailed descriptions of vehicles, including license plate numbers, van/bus numbers, vehicle identification numbers (VINs), seating capacities, year, make, model for each vehicle.

[illegible]



## Port of Galveston

## Ground Transportation Manual

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9. Attached one (1) image of each vehicle (please see example of vehicle image for submission).



10. Enter Vehicle Toll Tag Number if you intend to use your own Toll Tag – Must attach image of each RFID Tag with serial number clearly visible.

[illegible]

# Port of Galveston

## Ground Transportation Manual

Board of Trustees of the Galveston Wharves - 2021 Ground Transportation License Application

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### Ground Transportation Operating Agreement

This Ground Transportation Operating Agreement is made and entered into between the Galveston Wharves, Port of Galveston (hereinafter called the "Port") and the Ground Transportation Operator identified below (hereinafter called "Operator").

WHEREAS, the Port owns and operates the Passenger Cruise Terminals (hereinafter "the Cruise Terminals"), located in the City of Galveston, in Galveston County, State of Texas; and

WHEREAS, Operator desires to operate or facilitate ground transportation services from the Port, and the Port is prepared to allow Operator to do so on the terms set forth in this Operating Agreement; and

WHEREAS, both the Port and the Operator acknowledge that during the term of this Agreement there will be significant operational and construction activity at the Port, which may require alteration or relocation of the facilities, roadways, driveways and parking areas affecting the Operator;

NOW, THEREFORE, in consideration of their mutual promises set out herein, Port and Operator hereby agree that the Operator's activities at the Port shall be governed by the following terms and conditions:

1. The Port hereby permits Operator to operate, or to facilitate the operation of, one or more vehicles to pick-up and deliver passengers at the Port as more particularly set forth in this Operating Agreement. To the extent required by the Terms and Conditions of this Operating Agreement or the Operating Instructions, Operator shall obtain individual permits for each vehicle Operator under this Agreement, unless otherwise specified to by separate agreement or contract.
2. Operator and Operator's operations must, at all times, be in compliance with State Texas, Galveston County, City of Galveston, Galveston Wharves and all federal laws and regulations, as applicable.
3. Operator shall comply with the Terms and Conditions of this Operating Agreement and the Operating Instructions applicable to the Operator and its particular class of service. The Terms and Conditions and current Operating Conditions are attached hereto and incorporated herein. Together with this Operating Agreement, the Terms and Conditions and Operating Instructions are called the "Agreement."
4. Operator shall also comply with the Port tariffs, rules, regulations, and procedures (including but not limited to the Port's Ground Transportation Manual) and the directives pertaining to the operation of vehicles at the Port as stated herein and in the current Port tariffs as cited: "The use of the facilities under the jurisdiction of the Galveston Wharves shall constitute a consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners, agents, and other "users" of such facilities to pay all charges specified in this Tariff, to be governed by all rules and regulations herein contained, to abide by local rules and regulations as set forth by the Board of Trustees of the Galveston Wharves and to be responsible for the disciplining of any infractions thereof by such person and / or such firms and their employees, and all claims, damages et cetera." The Operator may obtain copies of the current Operating Instructions, tariffs, rules and regulations, and procedures and directives from the Ground Transportation division of the office of Mobility located at 123 25<sup>th</sup> Street, 1<sup>st</sup> floor, Suite 1500 or at [www.portofgalveston.com](http://www.portofgalveston.com)

Date: June 2021

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Board of Trustees of the Galveston Wharves - 2021 Ground Transportation License Application

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5. To the extent that the Operator is subject to a per-trip fee under the Ground Transportation Manual and the number trips is measured by the Port's AVI system, the Operator will be invoiced by the 5<sup>th</sup> each month, according to the number of trips for the previous month, as generated from the AVI system. If the Operator is subject to a per-trip fee under the then-current tariff and is required to report the number of its trips, the Operator shall provide any required report identifying the number of trips for the previous month no later than the day of each month. Any billing disputed by the Operator will be submitted, in writing, including all documentation to the Mobility Director or his/her designee for review and response.
6. For those Operators that self-report the number of monthly trips, the Port will not invoice the Operator; instead, the Operator shall remit the payment required under the then-current contract or agreement with the report of its prior month's trips. Any other payments/monies owed by the Operator pursuant to the Agreement shall be paid to the Port within the time specified.
7. Violation of any of the above may result in monetary fines and/or suspension and/or revocation of this Agreement and any and all permits.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Applicant

## Port of Galveston

### Ground Transportation Manual



• 123 Rosenberg Avenue 8<sup>th</sup> Floor, Galveston, Texas 77550  
 • Galveston (409) 765-9321 • Houston (281) 286-2484  
 • Fax (409) 766-6171 • Website: <http://www.portofgalveston.com>

#### BOARD OF TRUSTEES OF THE GALVESTON WHARVES

Albert P. Shannon, Chairman  
 Leigh Elizabeth Beston, Vice Chairman  
 Dr. Craig Brown, Trustee  
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 Harry D. Maxwell, Jr., Trustee  
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 Todd P. Sullivan, Trustee

PORT DIRECTOR/CEO  
 Rodger Rees

### INSURANCE GUIDELINES

Submit current insurance certificates with the same applicant name as given on the Port of Galveston User License Application. These insurance certificates should:

- Name the City of Galveston and the Board of Trustees of the Galveston Wharves as additional insureds;
- Contain a Waiver of Subrogation, when available, issued to: The City of Galveston and the Board of Trustees of the Galveston Wharves, 123 25th Street, 8th Floor, Galveston, Texas 77550; and
- Contain the Vehicle Identification Number(s) of the insured vehicle(s) shown on the insurance certificate.

Additionally, the Certificate of Liability Insurance (Acord Form 25 preferred) should contain the following information:

- Insured: Applicant's Name and/or Applicant's Company Name, Address
- Combined Single Limit (Minimum): \$500,000.00
- Certified Holder listed as Additional Insured with 30-Day Notice of Cancellation
- Certificate Holder: The Board of Trustees of the Galveston Wharves/City of Galveston, 123 25th Street, 8th Floor, Galveston, Texas 77550
- The Vehicle Identification Number, Year, Make, and Model of every vehicle

If you have any questions, please feel free to email [GroundTransportation@portofgalveston.com](mailto:GroundTransportation@portofgalveston.com).