



**FOREIGN
TRADE
ZONE 31**

FOREIGN TRADE ZONE 31 ZONE SCHEDULE

Granite City, IL

**Issued by
America's Central Port District, Grantee
Granite City, IL, USA**

Update 13 – July 15, 2022

Table of Contents

Update 13 – July 15, 2022	0
ADMINISTRATION DIRECTORY	4
Grantee	4
Grantee Administrator	4
US Customs & Border Patrol.....	4
US Foreign Trade Zones Board	4
FOREIGN TRADE ZONE BENEFITS	5
Duty Deferral.....	5
Duty Reduction (Inverted Tariff).....	5
Duty Elimination	5
DESCRIPTION OF FOREIGN TRADE ZONE 31.....	5
Service Area.....	6
Magnet Sites.....	6
Usage-Driven/Subzone Sites.....	6
GENERAL RESPONSIBILITIES OF THE GRANTEE.....	6
Applications and Concurrence.....	6
Foreign Trade Zones Board Annual Report.....	6
Zone Schedules.....	7
Marketing.....	7
Confidentiality	7
Reports to Government Agencies.....	7
GENERAL POLICY AND REGULATIONS OF THE ZONE	7
Foreign Trade Zones Board.....	7
US Customs Regulations	7
Public Utility Status/Uniform Status	7
Operator Agreements.....	8
Indemnification	8
Insurance.....	8
Responsibility for Duty and Taxes.....	9

Grantee Liability	9
Customs Bond	9
Communication	9
Inspection of Zone Area	9
Application of Regulations.....	10
INTERNAL RULES	10
Qualifications.....	10
Right of Entry.....	10
Requests, Applications and Petitions to Government Agencies	10
Retail Trade within a Zone.....	10
Exclusion from FTZ Goods or Process	10
Receipt of Merchandise.....	11
Manipulation of Merchandise	11
Production Authority.....	11
Removal of Merchandise from FTZ 31.....	11
Rates.....	11
Non-Payment of Fees	11
OPERATOR REQUIREMENTS.....	12
Procedures Manual	12
Inventory Control and Recordkeeping.....	12
Admission of Merchandise	12
Accountability for Merchandise	12
Physical Inventories.....	13
Annual Reconciliation.....	13
Annual System Review	13
Shortages and Overages.....	13
Fees Assessed by Operators	13
Production Authority.....	14
GRANTEE FEE SCHEDULE.....	14
Applications to Foreign Trade Zones Board.....	14

Foreign Trade Zones Board Application Fees**	14
Magnet and Usage-Driven/Subzone Sites - ASF.....	14
*Foreign Trade Zone Subzone (Non-ASF)	15
Administration Fees.....	15
DEFINITIONS.....	15
APPENDIX A – MAPS	20
FTZ 31 Service Area	20
Magnet Site 1 – America’s Central Port District	21
Magnet Site 5 – Gateway Commerce Center.....	22
Magnet Site 7 – MidAmerica St. Louis Airport.....	23

ADMINISTRATION DIRECTORY

Grantee

America's Central Port District
1635 W. First Street
Granite City, IL 62040
Phone: (618) 877-8444
FAX: (618) 452-3402

Grantee Administrator

Ms. Robbie Williams
Phone: 618-452-8440
Cell: 618-779-3499
FAX: 618-452-3402
Email: rwilliams@americascentralport.com

US Customs & Border Patrol

St. Louis Port of Entry
4477 Woodson Road
St. Louis, MO 63134
Mr. Joseph Lanzante, Area Port Director
Phone: 314-428-2662
FAX: 314-428-7558

US Foreign Trade Zones Board

U.S. Department of Commerce
Foreign Trade Zones Board
1401 Constitution Ave., NW, Room 21013
Washington, DC 20230
Mr. Andrew McGilvray, Executive Secretary
Phone: 202-482-2862
FAX: 202-482-0002

FOREIGN TRADE ZONE BENEFITS

The purpose of Foreign Trade Zones (FTZs) is to stimulate international trade and to create and maintain jobs and investment in the United States. FTZs provide special customs procedures to US businesses engaged in international trade-related activities, allowing them to compete more effectively with overseas producers that compete with domestic industry.

The benefits associated with an FTZ will vary depending upon the type of operation involved and the authority granted by the Foreign Trade Zones Board and US Customs and Border Protection. The following are a few of the benefits that may apply:

Duty Deferral

Duties and federal excise taxes are deferred on imports until they leave the zone and enter US territory from a zone which allows users to implement more effective cash flow strategies.

Duty Reduction (Inverted Tariff)

If manufacturing in a zone results in a finished product that has a lower tariff rate than the rates of the foreign imports used in making the product, the finished product may enter the US commerce at the duty rate of the finished product thereby saving the User the difference in the tariffs.

Duty Elimination

Merchandise that is imported or admitted into a Zone and are later exported out of the US are not assessed duties.

No duty is paid on products destroyed in a zone which may benefit a company with fragile imports or other processes that may result in excessive scrap materials.

DESCRIPTION OF FOREIGN TRADE ZONE 31

America's Central Port District is the Grantee for Foreign Trade Zone 31. The Zone was established by Board Order No. 122 on September 6, 1977. The Port District established the Zone Project to further the main purpose of the America's Central Port District Act (70 ILCS 1860/) – to promote industrial, commercial and transportation activities, thereby reducing the evils attendant upon unemployment and enhancing the public health and welfare of the State of Illinois.

Foreign Trade Zone 31's Zone Project was reorganized under the Alternative Site Framework (ASF) by the US Foreign Trade Zones Board on July 5, 2018 by Board Order No. 2054. Details of the Zone Project are as follows:

Service Area

FTZ 31 has a 12-County Service Area located in Southwest Illinois: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair and Washington Counties.

See Appendix A – Maps.

Magnet Sites

Site 1 America’s Central Port District – 1,530 acres – Permanent Magnet Site

Site 5 Gateway Commerce Center – 2,254 acres – Sunset Date 07/31/2023

- Mercury Marine

Site 7 MidAmerica St. Louis Airport – 2,500 acres – Sunset Date 07/31/2023

See Appendix A – Maps

Usage-Driven/Subzone Sites

Subzone 31B – DEACTIVATED - WRB Refining LP c/o Phillips 66 located in Wood River, Illinois. The subzone contains five (5) sites for a total of approximately 2,075 acres of de-activated space.

Subzone 31D – NOT ACTIVE – Walgreen Co. located in Mt. Vernon, Illinois. The subzone has been approved by the FTZ Board but has not yet been activated.

Subzone 31E – ACTIVE – M.M.O Companies, Inc. with sites located in Mascoutah, Collinsville and Edwardsville, Illinois. The subzone contains three (3) sites for a total of approximately 0.58 acres of activated space.

GENERAL RESPONSIBILITIES OF THE GRANTEE

Applications and Concurrence

The Grantee shall be responsible for submitting applications to the Foreign Trade Zones Board (FTZB), as may be required to be filed, on behalf of the Operator. Grantee shall also be responsible for sending letters of concurrence to Customs and Border Protection (CBP) prior to activation of any Zone site.

Foreign Trade Zones Board Annual Report

The Grantee is responsible for preparing and filing an Annual Report with the Foreign Trade Zones Board by March 31st of each year which summarizes all Zone activity from January 1 through December 31 of the previous year using the Online FTZ Information System (OFIS). In order for the Grantee to meet its responsibility, each Operator shall complete the reporting for their site using “OFIS” or provide the information to the Grantee for input by March 1st, giving the Grantee the opportunity to review the report for any discrepancies and contact the Operator to make any necessary changes prior to the deadline.

Zone Schedules

The Grantee is responsible for filing the Zone Schedule with the Foreign Trade Zones Board.

Marketing

The Grantee will be responsible for actively marketing the benefits of operations within the Foreign Trade Zone to all new and existing businesses within their Service Area.

Confidentiality

To the extent permitted by the laws of the State of Illinois, the Grantee will avoid disclosing proprietary information regarding an Operator's or User's activities and handling of merchandise within the Zone without the express consent of the Operator or User.

Reports to Government Agencies

The Grantee is required to submit an Annual Report to the FTZ Board or may be required to perform other acts as the Grantee of the Zone in compliance with governmental regulations. Operators/Users are required to and shall cooperate with the Grantee in creation and maintenance of procedures, systems, regulations or programs and provide information and statistics which the Grantee considers necessary to ensure compliance with governmental requirements.

GENERAL POLICY AND REGULATIONS OF THE ZONE

Foreign Trade Zones Board

Foreign Trade Zone 31 is regulated by the Foreign Trade Zones Board (FTZB), Washington, DC, pursuant to US Code of Federal Regulations, Title 15, Part 400, as amended. The Foreign Trade Zones Board reviews applications and issues Grants of Authority to designate zone site(s).

US Customs Regulations

Foreign Trade Zone 31 Operators/Users are subject to Customs Regulations as defined in US Code of Federal Regulations, Title 19, Chapter I, Part 146 and the "US Customs and Border Protection Foreign Trade Zones Operations Manual." Once approval is received by the FTZB to designate a zone, the Operator must activate the zone with CBP. CBP is responsible for daily monitoring of FTZ activity.

Public Utility Status/Uniform Status

Foreign Trade Zone 31 shall be operated as a public utility and all rates and charges for all services within the Zone shall be fair and reasonable. Fees may be imposed on zone participants to recover costs incurred by or on behalf of the Grantee for the performance of the Grantee's function; such fees must be directly related to the services provided and may incorporate a reasonable rate of return on investment. Fees may not be tied to the level of benefits derived by zone participants.

As required by Section 14 of the Foreign Trade Zones Act, America's Central Port District, as Grantee, will afford uniform treatment under like conditions to all who apply to make use or participate in the zone. Treatment within a zone shall not vary depending on whether a zone participant has procured any zone-related product or service or has engaged a particular supplier to provide any such product or service.

Operator Agreements

Every corporation, partnership and person seeking to operate in a Zone site (including Subzones) within Foreign Trade Zone 31 must enter into an Operator agreement with America's Central Port District, as Grantee, prior to submittal of any required applications to the Foreign Trade Zones Board or concurrence letter to Customs and Border Protection.

Indemnification

All Operators or Users operating within the Zone shall be required to indemnify, defend and hold harmless America's Central Port District, its officers, employees, and any of its agents or representatives from all claims and demand including, but not limited to, claims and demands for personal injuries, including death, and for property damage and for any other loss, arising out of or connected or related in any way to the activities of the Operator or User, its agents, officers, representatives, employees or contractors within the Zone or in connection with any of its activities or responsibilities related to its use of the Zone. Without limiting the generality of the foregoing, it is understood that Operators and Users recognize that this indemnification includes any liability resulting from all claims and demands prosecuted by any governmental agency, department or other entity, including without limitation, any claim or demand made by the US CBP for lost duty, penalties, fines and liquidated damages. In the event any claim or demand is asserted against the Grantee in connection with the operation by any Operator or User of the Zone, America's Central Port District shall promptly notify such Operator or User, in writing, of such claim or demand and shall provide the Operator or User the opportunity to defend America's Central Port District and/or Operator or User (as the case may be) against such claim or demand.

Insurance

If leasing facilities and/or land owned by the Grantee, all Operators shall, at all times during the term of their respective Operating Agreements, carry and keep in force comprehensive general liability insurance policies providing standard coverage for the Commercial General Liability in an amount of not less than a limit of \$2,000,000 General Aggregate in combined single limit of liability for personal and bodily injury, property damage and fire and legal liability, naming and endorsing America's Central Port District as an additional insured. Operator shall furnish Grantee with certificates evidencing such insurance. Insurance is carried by the Grantee on its own property only (Magnet Site 1) and does not include insurance on the contents stored therein or thereupon. Merchandise stored, manipulated or transferred within the Zone is not insured by the Grantee. Though not required by the Grantee, Insurance on commodities or other property stored on the leased premises, as well as products completed and/or business interruption insurance may be carried by, and at the expense of, the Operator/User.

If leasing facilities and/or land from another entity, Operator shall adhere to the insurance requirements specified by the property owner. In no case shall the Grantee be held responsible for any insurance loss incurred by either the Operator or the owner of the property no matter the cause of the loss.

Operators/Users shall not do or permit anything to be done in or about the Zone, nor bring or keep anything in the Zone which will in any way increase the existing rate or effect of any fire or other insurance upon any building or any of its contents, or cause cancellation of any insurance policy covering any building or any part thereof or any of its contents whether owned by the Grantee or another entity.

Responsibility for Duty and Taxes

America's Central Port District, as Grantee of Foreign Trade Zone 31, shall execute Grantee/Operator Agreement(s) for the operational management of Zone Sites. Various tenants may lease space, construct buildings and physically run their operations in the buildings, while others may pay a Zone Operator a fee for handling their merchandise and performing related services. Operator(s) of the Zone are responsible, and liable for, payment of any and all duties or penalties due any agency of the Federal, State or Local government arising from use of the Zone, including liabilities on merchandise which is not accounted for to the satisfaction of US Customs.

Grantee Liability

Neither Foreign Trade Zone 31 nor America's Central Port District shall be held liable and cannot, nor will not, assume any responsibility for any loss or damage to freight, cargo or merchandise or other property within the Zone, or for any loss or damage arising from acts or omissions of the Operator.

Customs Bond

Zone Operators and Subzone Operators must maintain a CBP Form 301 Customs Bond as a guarantee for the payment of all duties and taxes and also for the payment of penalties and/or liquidated damages that may occur. Bond amounts are set by the CBP Port Director based upon the annual estimated duty liability of merchandise held in the Zone.

Communication

Zone Operators and Users shall inform the Grantee of any written or oral communications with the FTZ Board, US CBP and/or any other Federal, State or local agency that involves the merchandise held in the zone with respect to zone activity.

Inspection of Zone Area

The Grantee may inspect any leased or assigned area at any and all reasonable times to ascertain whether or not the conditions related to its proper use are being observed.

Application of Regulations

All persons and merchandise of every description entering or leaving the Zone for any purpose whatsoever shall be bound by the lawful regulations of the FTZ Board, CBP and the Grantee.

INTERNAL RULES

Qualifications

Persons and business entities may qualify as an FTZ Operator of Foreign Trade Zone 31 provided that they have executed the necessary Operator Agreement with the Grantee, satisfied all requirements imposed by the FTZ Board and CBP, and have met all additional laws and regulations imposed by agencies having jurisdiction over their activities.

Right of Entry

Representatives of the Grantee, Foreign Trade Zones Board, CBP and other authorized US Government officers shall have the right to enter the Zone Site at any time for the authorized and lawful purpose of examining the Zone Site; conferring with the Operator, its agents, invitees and employees on the premises; inspecting and checking operations, supplies, equipment and merchandise; and determining whether the business is being conducted in accordance with the procedures established in the Procedures Manual, the Operating Agreement and pursuant to CBP and Foreign Trade Zones Board regulations. All such entries shall be in accordance with the established security procedures. Entities listed above are not required to provide advance notice to the Operator, but shall afford Operator advance notice when possible.

Requests, Applications and Petitions to Government Agencies

All requests, applications and petitions to government agencies by Zone Operators and Users shall be rendered under the auspices of the Grantee and shall include a letter of transmittal or concurrence from the Grantee. Such requests include, but are not limited to, Production Authority or any amendment to authorized Production Authority, Subzone applications, minor boundary modifications, determinations of or expansions of previously approved scope of authority for Zone procedures, activation, deactivation or alteration of zone areas and changes in Zone procedures. All requests to the FTZ Board of any nature shall be rendered only upon prior notification to, and under the auspices of, the Grantee.

Retail Trade within a Zone

No retail trade may be conducted within FTZ 31.

Exclusion from FTZ Goods or Process

The Foreign Trade Zones Board may, at any time, order the exclusion from FTZ 31 any merchandise or process of treatment that, in its judgment, is detrimental to the public interest, health or safety.

Receipt of Merchandise

Merchandise will only be admitted into FTZ 31 upon application on a uniquely and sequentially numbered CBP Form 214 (Application for Foreign Trade Zone Admission and/or Status Designation) or, by submitting proper information into the ACE Portal (Automated Commercial Environment) undergoing implementation by CBP as it is available, and the issuance of a permit by the Port Director. Merchandise temporarily deposited, transiting merchandise or domestic merchandise are exceptions to this requirement.

Manipulation of Merchandise

Prior to any action, the Operator is required to file an application, or blanket application, (CBP Form 216) with the Port Director or, by submitting proper information into the ACE Portal (Automated Commercial Environment) undergoing implementation by CBP as it is available, for permission to manipulate, manufacture, exhibit or destroy merchandise in the zone. Upon CBP approval of the application, the Operator will retain the approved application in their recordkeeping system. The Port Director has the authority to disapprove or revoke approval of any application.

Production Authority

Operator shall not be authorized to perform any activity within the Zone which is defined to be "Production" without the prior approval of the Foreign Trade Zones Board.

Removal of Merchandise from FTZ 31

With the exception of domestic status merchandise, no merchandise may be removed from FTZ 31 without a Customs permit on the proper entry form or by submitting proper documentation into the ACE Portal (Automated Commercial Environment) undergoing implementation by CBP as it is available. The Port Director, at his discretion, may authorize transfer from the zone without physical supervision or examination by a CBP officer. Upon issuance of a permit, the Port Director will authorize delivery of the merchandise and the Operator may release the merchandise to the importer or carrier.

Rates

Operators shall pay America's Central Port District for use of the Zone according to the Schedule of Fees and Charges as published within this schedule.

Non-Payment of Fees

America's Central Port District, as Grantee, reserves the right to terminate any Operating Agreement or otherwise deny any Operator or User the use of the Zone as a result of the Operator's failure to pay fees due to the Grantee as provided in this schedule.

OPERATOR REQUIREMENTS

Procedures Manual

The Operator shall provide the CBP Port Director with an English language copy of its written inventory control and recordkeeping systems procedures manual and all subsequent changes thereto. The Operator may authorize a Zone User to maintain its individual inventory control and recordkeeping system and procedures manual; however, the Operator remains responsible to CBP and liable under its bond for supervision, defects in, or failures of such a system.

Inventory Control and Recordkeeping

The FTZ Operator shall maintain an inventory control and recordkeeping system capable of:

1. accounting for all merchandise, including domestic status merchandise, temporarily deposited, admitted, granted zone status or status change, stored, exhibited, manipulated, manufactured, destroyed, transferred and/or removed from the site;
2. producing accurate and timely reports and documents as required by regulations;
3. identifying shortages and overages of merchandise in the site in sufficient detail to determine the quantity, description, tariff classification, zone status and value of the missing or excess merchandise;
4. providing all information necessary to make entry for merchandise being transferred to the Customs territory; and
5. providing an audit trail to Customs forms from admission through manipulation, manufacture, destruction or transfer of merchandise from the site either by zone lot or Customs authorized inventory method.

Admission of Merchandise

All merchandise will be recorded in a receiving report or document using a zone lot number or unique identifier. All merchandise, other than domestic status merchandise for which no permit for admission is required, must be traceable to a CBP Form 214 and accompanying documentation. Quantities received will be reconciled to a receiving report or document, such as an invoice, with any discrepancy reported to the Port Director. The receiving report or document is required to provide sufficient information to identify the merchandise and distinguish it from other merchandise. Merchandise received will be accurately recorded in the inventory system records from the receiving report or document using the zone lot number or unique identifier for traceability.

Accountability for Merchandise

A zone lot number or unique identifier will be used to identify and trace merchandise. Fungible merchandise may be identified by an inventory method authorized by CBP, consistently applied and using a unique identifier. The inventory records will specify, by zone lot number or unique identifier, the following: (a) the location of the merchandise; (b) the zone status; (c) the cost or value, except where the Operator's or User's financial records maintain cost or value and the records are made available for CBP review; (d) the beginning balance and cumulative receipts, removals and/or adjustments and the current balance by date and quantity; (e) destruction of

merchandise; and (f) scrap, waste and by-products, along with any necessary documentation required by CBP.

Physical Inventories

The Operator is required, at least one time per year, to take a physical inventory of all merchandise in the site (unless continuous cycle counts are taken as part of an ongoing inventory control program) with prior notification of the date(s) given to CBP for any supervision of the inventory as they may deem necessary. The Operator shall notify the Port Director of any discrepancies.

Annual Reconciliation

The Operator will prepare a reconciliation report within 90 days after the end of the zone/subzone year unless the Port Director authorizes an extension for reasonable cause. The Operator will retain the annual reconciliation report for a spot check or audit by CBP. The report will contain a description of the merchandise for each zone lot or unique identifier, the zone status, quantity on hand at the beginning of the year, cumulative receipts and transfer, by unit, quantity on hand at the end of the year and cumulative positive and negative adjustments, by unit, made during the year. The Operator shall submit the Annual Reconciliation report to the Port Director within 10 working days after the preparation of the report along with a letter, signed by the Operator, certifying that the Annual Reconciliation has been prepared, is available for CBP review and is accurate. The certification letter is required to contain the name and street address of the Operator, where the required records are available for Customs' review and the name, title and telephone number of the person having custody of the records.

Annual System Review

The Operator will perform an annual internal review of the inventory control and recordkeeping system and report any deficiency discovered and corrective action taken to the Port Director.

Shortages and Overages

The Operator shall report, in writing, to the Port Director upon identification of any: (a) theft or suspected theft of merchandise; (b) merchandise not properly admitted to the zone; or (c) shortage of one percent or more of the quantity of merchandise in a lot or under a unique identifier, if the missing merchandise would have been subject to duties and taxes of \$100 or more upon entry into the customs territory. The Operator will record all shortages and overages, whether or not they are required to be reported to the Port Director at that time, in its inventory control and recordkeeping system. Within 5 days after identification of an overage, the person with the right to make entry is required to file an application for admission of the merchandise to the zone on CBP Form 214 or file a Customs entry for the merchandise; if not timely filed, and the Port Director has not granted an extension of the time provided, the merchandise will be sent to general order.

Fees Assessed by Operators

Operators offering services to the public shall publish its own schedule of services offered and the fees to be charged to Users, a copy of which shall be available for review at both the

Operator’s Zone site and the office of the Grantee. A copy of the Operator’s schedule shall also be included in the Grantee’s Zone Schedule.

Production Authority

PRIOR to any production or manufacturing taking place in the Zone, the Operator shall provide the Grantee with sufficient information in order to complete and submit an FTZ Production Notification to the FTZ Board and the local CBP office with oversight responsibility for the Zone. After approval of the Scope of Authority, the Operator may undertake production or manufacturing with the imported parts that are specifically listed as approved. In the event the Operator intends to expand its Scope of Authority (new foreign status components or finished products), the Operator must provide the additional information to the Grantee for submittal to the FTZ Board and CBP and receive approval for the change in scope PRIOR to any production or manufacturing activities.

GRANTEE FEE SCHEDULE

Applications to Foreign Trade Zones Board

All new or existing companies wishing to submit an Application to the Foreign Trade Zones Board (FTZB) shall first notify the Grantee of their intent to submit no less than thirty (30) days prior to submittal. Operator/Company shall be responsible for completing all pertinent information applicable to their company and/or operations on the application, at their own expense, and shall forward the completed application sections to the Grantee for concurrence and submittal to the FTZB. Any fee required by the Foreign Trade Zones Board for the filing of an application shall be paid, in full, to the Grantee prior to submittal.

A fully executed Operator’s Agreement between the parties must be in effect before Grantee will submit any application(s) or provide any concurrence letters to FTZB or Customs and Border Protection (CBP).

Foreign Trade Zones Board Application Fees**

- *Subzone w/no production or production of less than 3 products \$4,000.00
- *Subzone w/production of 3 or more products \$6,500.00

* Subzones located outside Grantee’s Service Area

**Provided for informational purposes only – Fees and categories of fees are subject to change by the FTZB without notice

Magnet and Usage-Driven/Subzone Sites - ASF

Public Warehouse/Multi-User Facility	\$25,000 annually
Single Operator/User Facility	\$10,000 annually
Additional site(s) Public Whse/Multi-User	\$ 5,000 annually
Additional site(s) Single Operator/User	\$ 1,000 annually
 Deactivated Site(s)	 ½ Annual Fee

***Foreign Trade Zone Subzone (Non-ASF)**

0 – 9.99 Activated Acres (1 – 435,164.4 sf.)	\$10,000 annually
De-Activated	\$ 5,000 annually
10 – 19.99 Activated Acres (435,164.5 – 870,764.4 sf.)	\$15,000 annually
De-Activated	\$ 7,500 annually
20 – 29.99 Activated Acres (871,200 – 1,306,364.4 sf.)	\$20,000 annually
De-Activated	\$10,000 annually
30 + Activated Acres (1,306,800 sf. or more)	\$25,000 annually
De-Activated	\$12,500 annually

*A Foreign Trade Zone Subzone (Non-ASF) may de-activate its site(s) by notifying CBP and the Grantee. The Subzone may remain in “Not Active” status during the remaining term or terms of the Operator Agreement with the Grantee as long as the Operator continues to pay the “Not Active” annual fee or until such time as the Operator decides to re-activate the site(s) or to terminate the site(s).

The Operator Annual fees cover Grantee expenses for oversight of the Zone Project, marketing efforts and materials, submission of the Annual Report to the FTZ Board, and preparation of Operator Agreements, Concurrence Letters and submission of application(s) to the FTZ Board and/or CBP.

Administration Fees

*Late Filing of Operator’s Annual Report in OFIS	\$ 100/day
Sponsorship of Initial Production Notification to FTZ Board and one (1) Scope of Authority Expansion per year	\$ 0
Sponsorship of Additional Scope of Authority Expansions	\$ 500
Sponsorship of Production Application or Scope of Authority Expansion requiring full application	\$1,000
**Sponsorship of Subzone Application located outside the ASF Service Area	\$1,000

* Operator portion of the Annual Report to the FTZ Board is due to Grantee by March 1 each year

** Administrative Fee does not include FTZ Board Fees listed above

DEFINITIONS

ACE (Automated Commercial Environment)

ACE is the primary system through which the trade community reports imports and exports and the government determines admissibility. Through ACE, manual processes are streamlined and automated, paper is being eliminated, and the trade community is able to more easily and effectively comply with U.S. laws and regulations.

Act

The Foreign Trade Zones Act of June 18, 1934 (48 Stat. 98-1003; 19 USC 81a-81u), as amended by Pub. L 566, 81st Congress, approved June 17, 1950 (64 Stat. 246), and Pub. L. 791, 85th Congress, approved August 28, 1958 (72 Stat. 945).

Activation

Approval of an FTZ site by the Port Director of Customs and Border Protection (CBP), with the Grantee's concurrence, to operate under FTZ procedures for the admission and handling of merchandise in Zone status.

Adjacency

Zones sites are to be located within 60 miles or 90 minutes driving time from the outer limits of a U.S. Customs and Border Protection Port of Entry.

Admit, Admission

A term describing the shipment of merchandise **into** an activated FTZ site under CBP supervision. The physical arrival of goods in the FTZ site with the FTZ Operator's bond being obligated. The word "admission" is to be used instead of "entry" of goods into a Zone to avoid confusion with Customs entry processes under Parts 141-144 of the Customs Regulations.

Alternative Site Framework (ASF)

An optional approach to designation and management of zone sites allowing greater flexibility and responsiveness to serve the designated Service Area of a Grantee.

Annual Report

A report from the Grantee to the Foreign Trade Zones Board regarding the status of the Zone Project. The Report shall show the activity in the Zone Project for the January to December time period with the report being due to the FTZ Board on March 31st of the following year. All Operators in a Zone must file their annual activity for the previous year in OFIS no later than March 1 each year.

Board/Foreign Trade Zones Board

Comprised of the Secretary of Commerce and the Secretary of Treasury. Each Board member designates an official of his Department, usually an Assistant Secretary, to serve as his alternate. These officials, or their alternates, are empowered to issue to appropriate applicants the grant of authority to establish, maintain and operate a Foreign Trade Zone project. 19 USC 81a(b), 15 CFR 400.2(d).

Board Staff

Officials of the Department of Commerce, International Trade Administration, responsible for overseeing the administration of Foreign Trade Zones. The Executive Secretary heads up this office. 15 CFR 400.2(g)

Bonds

The Foreign Trade Zone Operator's Bond is required for Operations of zones and subzones. This bond guarantees compliance with regulations 19 CFR Sec. 146 to protect the revenue of the United States. The Back-to-Back Indemnity Bond reimburses an FTZ Operator or Grantee for any Customs duties, taxes, liquidated damages, fines, penalties, interest or other lawful charges assessed against the Operator or Grantee as a result of the zone User's negligence.

Customs and Border Protection (CBP)

Agency with responsibility for overseeing the activation and operations of zone projects associated with its Customs Port of Entry.

CBP Form 214

Application and permit to admit merchandise into an FTZ; permit to transfer merchandise through Customs territory to an FTZ and Customs officer's return thereon; and Customs report of merchandise received at an FTZ.

CBP Form 216

Application and permit for the manipulation, manufacture, exhibition or destruction of merchandise within an FTZ. A blanket form may be filed annually to meet this requirement.

CBP Form 301

A US Customs Bond that guarantees the payment of any duty, tax or charge and compliance with law or regulation as a result of activity, particularly those related to imports into the US. This Bond is an alternative to posting cash collateral equal to the bond amount required by Customs.

Customs Territory

The territory of the United States which the general tariff law of the United States applies, but which is not included in any Foreign Trade Zone.

Domestic Merchandise

Merchandise produced in the United States or imported merchandise for which Customs duties have already been paid. 19 CFR 146.43

Foreign Merchandise

Merchandise of every description (except articles specifically and absolutely prohibited by statute) which has not been properly released from Customs custody into Customs territory.

Foreign Trade Zone

A Foreign Trade Zone is a restricted access site in or adjacent to a Customs port of entry, operated under public utility principles under the sponsorship of a corporation granted authority by the Foreign Trade Zones Board. Foreign Trade Zones are under the supervision of CBP in which, when activated, merchandise is treated for Customs and taxation purposes as if it is outside the Customs territory of the United States. Foreign Trade Zones are the US version of what are generally known internationally as Customs free trade zones; however, Foreign Trade Zones are different in several important respects from other types of free trade zones. The term "Foreign Trade Zone" refers to different types of Zone environments. The General Purpose Zone is established to accommodate various Zone activities carried on by multiple Users. Subzones are established to accommodate the needs of an individual Company. Storage, distribution, testing, repair and repackaging are typical activities that are conducted in a General Purpose Zone or Subzone. Production activity within any of these Zone environments requires prior approval by the Foreign Trade Zones Board.

FTZ 31 Service Area

The approved Service Area for FTZ 31 is a 12-County area in Southwest Illinois: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair and Washington Counties.

Grantee

Corporation to which the privilege of establishing, operating and maintaining a Foreign Trade Zone has been granted. 19 USC 81a(h); 15 CFR 400.2(v). America's Central Port District is the Grantee of Foreign Trade Zone 31.

Manipulation

Breaking up, repacking, assembling, distribution, sorting or grading, cleaning, mixing with foreign or domestic merchandise or other processing which does not constitute a manufacture.

Magnet Site

A site intended to serve or attract multiple operators or users under the ASF.

OFIS

Online FTZ Information System used in the reporting of information by the Grantee and Operator(s) for the Annual Report.

Operator

Corporation, partnership or person that operates a General Purpose Zone or Subzone under the terms of an agreement with the Grantee or third party on behalf of Grantee, with the concurrence of CBP. 15 CFR 400.2(w)

Port of Entry (POE)

A place designated by the US Government to which a CBP officer is assigned with authority to accept entries of merchandise, collect duties and enforces the various provisions of the Customs laws.

Production

Activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character and use or activity involving a change in the condition of the Customs classification of the article or its eligibility for entry for consumption. 15 CFR 400.2(o)

Service Area

The jurisdiction(s) within which a Grantee proposes to be able to designate sites via boundary modification under the ASF.

Subzones

A site (or group of sites) established for a specific use. 15 CFR 400.2(s)

Usage-Driven Site

A site tied to a single operator or user under the ASF.

User

A party using a zone under agreement with a zone operator.

Zone

The term “Zone” refers to a Foreign Trade Zone and/or Foreign Trade Zone 31.

Zone Project

All of the Zone sites established by the Board under a single Grantee.

APPENDIX A – MAPS

FTZ 31 Service Area

FTZ 31 ASF Service Area



Credit: America's Central Port, Planning Department (2018-08-03)
Data Sources: © OpenStreetMap contributors, ESRI

0 10 20 Miles

Magnet Site 1 – America’s Central Port District

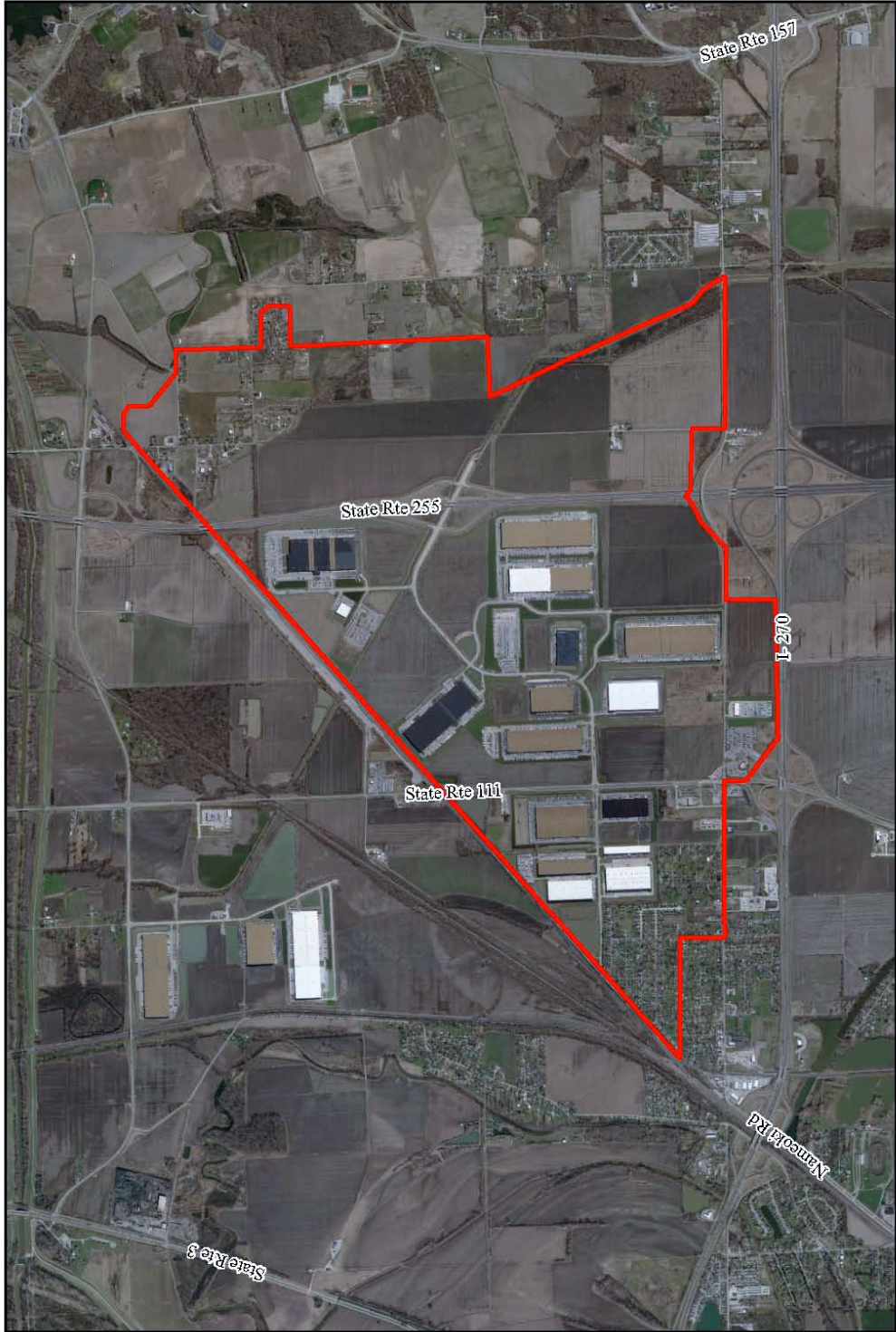
Foreign Trade Zone 31 - America's Central Port District



Magnet Site 5 – Gateway Commerce Center



Gateway Commerce Center - FTZ 31 - Site 5

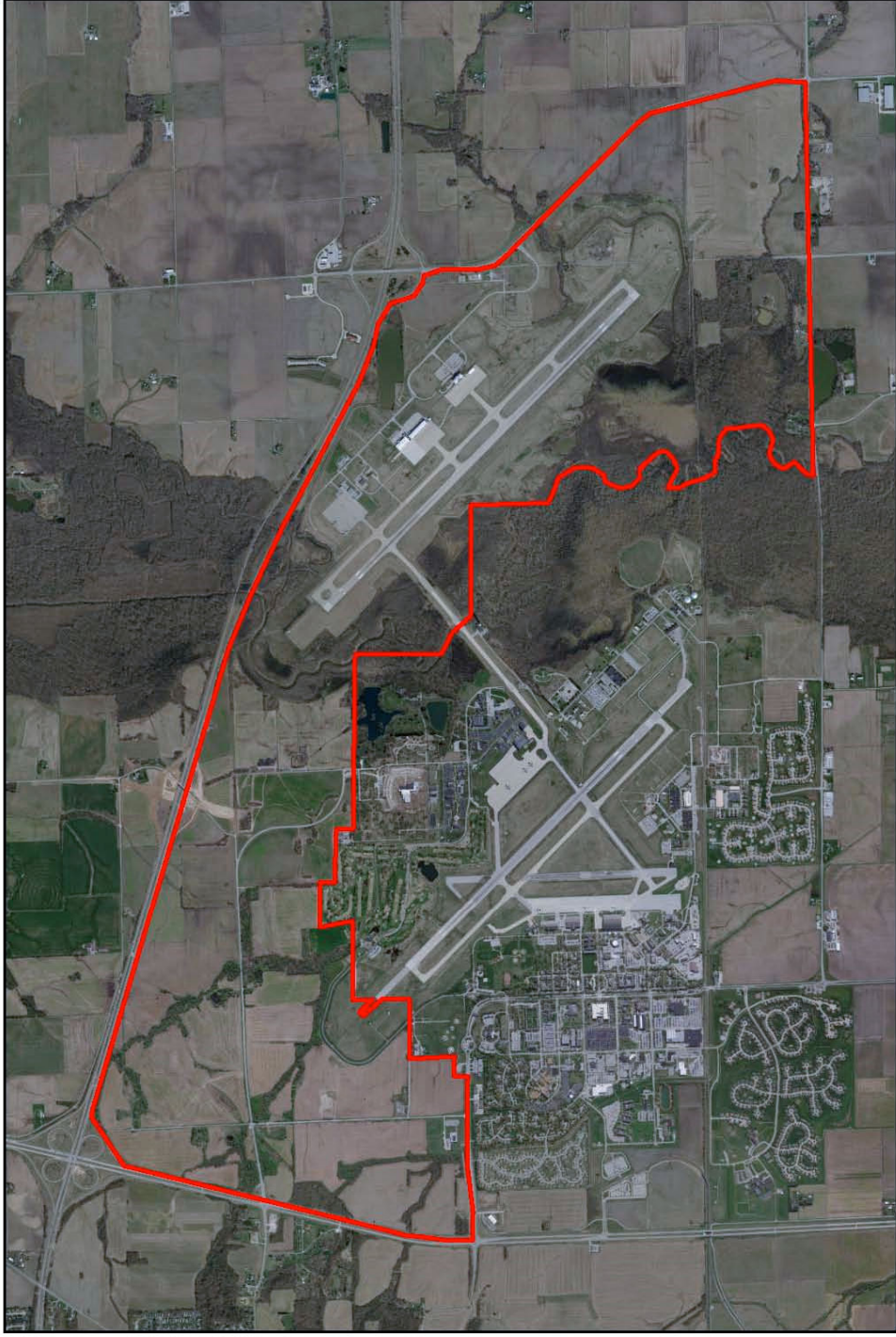


Credit: America's Central Port, Planning Department (2018-08-14)
Data Sources: America's Central Port (2014), East-West Gateway Council of Governments (2015)

Magnet Site 7 – MidAmerica St. Louis Airport



MidAmerica St. Louis Airport - FTZ 31 - Site 7



Credit: America's Central Port, Planning Department (2018-08-14)
Data Sources: America's Central Port (2014), East-West Gateway Council of Governments (2015)